

EXHIBIT "A"

PURCHASE AND SALE AGREEMENT

by and between

**Limited Life Assets Services Limited,
as Purchaser**

and

**Deborah C. Menotte, as chapter 7 trustee,
as Seller**

and

**Berger Singerman LLP,
solely in its capacity as Escrow Agent**

September 9, 2013

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS AND INTERPRETATION	1
Section 1.01. Certain Defined Terms.....	1
Section 1.02. Additional Definitions	6
Section 1.03. Interpretation and Rules of Construction.....	6
ARTICLE II PURCHASE AND SALE.....	7
Section 2.01. Purchase and Sale of Seller's Interest	7
Section 2.02. Purchase Price.....	7
Section 2.03. Closing	7
Section 2.04. Deposit.....	8
Section 2.05. Closing	8
Section 2.06. Parties' Rights and Obligations	8
Section 2.07. Change Forms	10
Section 2.08. Release of Purchase Price from the Escrow Account.....	10
Section 2.09. Notice to Insureds	11
Section 2.10. Appointment and Duties of Escrow Agent	11
Section 2.11. Escrow Agent Liability	12
ARTICLE III CONDITIONS PRECEDENT	12
Section 3.01. Conditions Precedent to Seller's Obligations	12
Section 3.02. Conditions Precedent to Purchaser's Obligations.....	12
ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER.....	13
Section 4.01. Organization and Authority	13
Section 4.02. Authorization	13
Section 4.03. No Conflict.....	13
Section 4.04. No Litigation or Proceedings	13
Section 4.05. Bankruptcy Proceedings	13
Section 4.06. Policy Documents	13
Section 4.07. Title to Policies	14
Section 4.08. No Additional Representations or Warranties by Seller.....	14
ARTICLE V REPRESENTATIONS AND WARRANTIES OF PURCHASER.....	14
Section 5.01. Organization and Authority of Purchaser	14
Section 5.02. Authorization	14

TABLE OF CONTENTS
(continued)

	Page
Section 5.03. No Conflict.....	14
Section 5.04. Execution, Delivery and Enforceability.....	14
Section 5.05. No Broker, Finder or Investment Banker	15
Section 5.06. Consents.....	15
Section 5.07. Compliance with Law	15
Section 5.08. No Litigation or Proceedings	15
Section 5.09. No Bankruptcy, Etc. of Purchaser.....	15
Section 5.10. Patriot Act	15
Section 5.11. No Additional Representations or Warranties by Seller.....	16
ARTICLE VI ADDITIONAL AGREEMENTS.....	16
Section 6.01. Further Action.....	16
Section 6.02. Covenants of Seller	16
Section 6.03. Covenants of Purchaser.....	17
ARTICLE VII TERMINATION.....	17
Section 7.01. Purchaser Right to Terminate Upon Seller's Default	17
Section 7.02. Seller's Right to Terminate Upon Purchaser's Default	17
Section 7.03. Additional Termination Events.....	18
ARTICLE VIII AS IS WHERE IS	19
ARTICLE IX GENERAL PROVISIONS	19
Section 9.01. Expenses	19
Section 9.02. Confidential Information	19
Section 9.03. Tax	19
Section 9.04. Survival of Representations and Warranties.....	19
Section 9.05. Notices	20
Section 9.06. Severability	20
Section 9.07. Recitals.....	21
Section 9.08. Entire Agreement.....	21
Section 9.09. Assignment	21
Section 9.10. Third Party Beneficiaries	21
Section 9.11. Amendments, Etc.....	21
Section 9.12. Waiver.....	21

TABLE OF CONTENTS
(continued)

	Page
Section 9.13. Governing Law	21
Section 9.14. Consent to Jurisdiction; Waiver of Jury Trial	21
Section 9.15. Headings	22
Section 9.16. Execution in Counterparts.....	22
Section 9.17. Construction of Agreement.....	22
Section 9.18. Limited Recourse of Seller	22
ARTICLE X COURT APPROVAL.....	22
Section 10.01. Order of Sale Under Bankruptcy Code Section 363	22
Section 10.02. Cooperation to Obtain Approval Order	22
Section 10.03. Higher and Better Offers.....	23

SCHEDULES

Schedule 1 – List of Policies, Policy Information and Purchase Prices

Schedule 2 – Wire Instructions

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of September 9, 2013 (the "Effective Date") by and between Limited Life Assets Services Limited, a limited company organized under the laws of the United Kingdom ("Purchaser"), Deborah C. Menotte, as chapter 7 trustee ("Seller") for CLSF III IV, Inc., CLSF XXXV, Inc., The Gluck TR Corporation, CLSF XVII, Inc., BGI 6 Life, Inc., CLSF I, Inc., LSF VI, Inc., LSF III, Inc., CLSF VII, Inc., Ryan Trust Corp., CLSF XL, Inc., BGI XVII, Inc., and CLSF XIV, Inc. (each, a "Debtor"), and, solely in its capacity as escrow agent, Berger Singerman LLP, a Florida limited liability partnership ("Escrow Agent").

RECITALS

A. Seller, as chapter 7 trustee and pursuant to section 541 of the U.S. Bankruptcy Code, is the owner of the life insurance policy(ies) on the life of each Insured described on Schedule 1 attached to this Agreement (individually, the "Policy" and collectively, the "Policies").

B. Seller wishes to sell, and Purchaser is willing to purchase, all of Seller's Interest (as defined below) in the Policy(ies), subject to the satisfaction of the terms and conditions hereinafter set forth.

C. Seller and Purchaser wish to appoint Escrow Agent to act as escrow agent pursuant to this Agreement, and Escrow Agent wishes to act as escrow agent hereunder.

D. Subject to the issuance of appropriate orders of the United States Bankruptcy Court for the Southern District of Florida, West Palm Beach Division (the "Court") in Case Number(s) 12-30081-BKC-EPK (the "Case"), the Policies are or will be at Closing (as hereinafter defined) free of all liens and encumbrances.

E. Subject only to hearing(s) and the issuance of the Approval order (as defined below), Seller and Purchaser have taken all of the necessary steps required of them, including, without limitation, the giving of applicable notices to potential claimants, such that upon the execution of this Agreement and the issuance of the Approval Order, this Agreement shall be binding and enforceable against Seller and Purchaser in accordance with its terms.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I DEFINITIONS AND INTERPRETATION

Section 1.01. Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Acknowledgment" means a document from the applicable Insurer confirming in writing the recordation of a new owner of a Policy and the recordation of a new beneficiary of a Policy pursuant to Change Forms delivered to the Insurer.

"Acquisition" means the proposed acquisition by Purchaser of all the Policies and other assets in accordance with the terms of this Agreement.

"Affiliate" of a specified Person means a Person that (at the time when the determination is to be made) directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the specified Person. As used in the foregoing sentence, the term "control" (including, with correlative meaning, the terms "controlling," "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to vote 10% or more of the voting securities of any Person.

"Acknowledgment Date" means, with respect to a Policy, the date on which the applicable Insurer delivers a written confirmation from such Insurer of such Policy's change of ownership and beneficiary to Purchaser or its designee.

"Approval Date" means the date on which the Court enters the Approval Order.

"Approval Order" means that certain order of the Court entered after the Sale Hearing granting the Sale Motion and approving this Agreement and the payment of the Purchase Price for each Policy in consideration for transfer and sale of each Policy, which order of the Bankruptcy Court shall be in form and substance acceptable to Purchaser, and which shall contain in addition to other customary provisions for an asset sale order under Section 363(b) of the Bankruptcy Code, without limitation the following:

(a) a finding that Seller, in her capacity as chapter 7 trustee for the Debtors, has good and marketable title to, and is the sole legal and beneficial owner of, each Policy, and each Policy constitutes property of the bankruptcy estates of the applicable Debtor, and approving and authorizing, pursuant to Section 363(b) of the Bankruptcy Code, the sale of each Policy to Purchaser, free and clear of all liens, claims, rights, encumbrances and other interests pursuant to Section 363(f) of the Bankruptcy Code (with any such liens, claims, rights, encumbrances and other interests attaching to the proceeds of sale);

(b) a finding that Purchaser is not an "insider" (as that term is defined in Section 101(31) of the Bankruptcy Code) of any of the Debtors, that Purchaser is purchasing the assets sold hereunder, in good faith and without collusion, and that the Purchase Price constitutes fair consideration and reasonably equivalent value for the assets sold hereunder;

(c) providing, pursuant to Section 363(m) of the Bankruptcy Code, that the reversal or modification on appeal of the Approval Order shall not affect the validity of the sale to Purchaser pursuant to this Agreement, and that the sale hereunder may not be avoided pursuant to Section 363(n) of the Bankruptcy Code;

(d) a finding and conclusion that adequate notice of the Sale Motion and the Acquisition has been given, that the Auction and sale process for the Policies constituted a fair and appropriate process under the circumstances, are in the best interest of the Debtors and their

estates, and provided a full, fair and reasonable opportunity for persons to make offers to purchase the Policies or any portion thereof (and to the extent necessary amending the Bid Procedures Order);

(e) finding that Purchaser submitted the Final Successful Bid or a Backup Bid, that the sale to Purchaser is an appropriate exercise of Seller's business judgment and is in the best interest of the Debtor's estates, and overruling any objections to the sale;

(f) finding that Seller has, to the extent necessary, satisfied the requirements of Bankruptcy Code Section 363(b)(1), and accordingly, appointment of a consumer privacy ombudsman pursuant to Bankruptcy Code sections 363(b)(1) or 332 is not required with respect to the relief requested in the Sale Motion;

(g) providing that any amounts owed by Seller or the Debtors to Purchaser hereunder shall constitute administrative expenses of the respective Debtor bankruptcy estates, entitled to priority under section 503(b) and 507(a)(2) of the Bankruptcy Code, to the extent not paid by Seller;

(h) the Policies do not constitute executory contracts and, accordingly, no approval is required under Section 365 of the Bankruptcy Code; and

(i) providing that the Approval Order shall be effective immediately upon entry and not subject to the stay under Fed. R. Bnkr. P. 6004(h).

"Auction" means any auction of the Policies conducted in accordance with Bid Procedures Order or otherwise approved by the Bankruptcy Court.

"Back-Up Bid" shall have the meaning ascribed to such term in the Sale Order.

"Bid Procedures Order" means the order of the Court in respect of the Policies authorizing sale of assets free and clear of interests and approving bidding procedures entered on August 15, 2013, as such order may be amended from time to time.

"Business Day" means any day other than a Saturday or Sunday or any other day on which commercial banking institutions in Palm Beach County, Florida or London, England are authorized or obligated by Law, executive order or government decree to be closed.

"Acknowledgment Date" means, with respect to a Policy, the date on which the applicable Insurer delivers a written confirmation from such Insurer of such Policy's change of ownership and beneficiary to Purchaser or its designee.

"Change Forms" means forms required by the applicable Insurer to change the owner and/or beneficiary of a Policy.

"Contract" means any contract, agreement, lease, sublease, license, note, bond, mortgage or indenture, permit, franchise, insurance policy or other instrument, whether written or oral.

"Deposit" means \$500,000.

"Escrow Account" means " means the following non-interest bearing account established with Escrow Agent:

Bank Name:	[REDACTED]
Bank City & State:	Coral Gables, Florida
ABA Routing No.:	[REDACTED]
Account Name:	BERGER SINGERMANN, LLP TRUST ACCOUNT
Beneficiary Account #:	[REDACTED] 7964

"Escrow Agent" means Berger Singerman LLP, acting as escrow agent with respect to the disbursement of the Purchase Price set forth in this Agreement.

"Estate" means the applicable bankruptcy estates in the Case.

"Final Order" means an order entered by the Court that is not subject to a stay pursuant to Rule 6004(h) or Rule 8005 of the Federal Rules of Bankruptcy Procedure or otherwise.

"Final Successful Bid" shall have the meaning ascribed to such term in the Sale Order.

"Governmental Authority" means any nation or government, any state, province, city, municipal entity or other political subdivision thereof, and any governmental, executive, legislative, judicial, administrative or regulatory agency, department, authority, instrumentality, commission, board, bureau or similar body, whether federal, state, provincial, territorial, local or foreign.

"Governmental Order" means, unless otherwise indicated, any order, writ, judgment, injunction, decree, stipulation, determination or administrative ruling or award entered by or with any Governmental Authority.

"Information" means any data, whether in the form of written documents, electronic information, verbal communications or otherwise, whether obtained prior to or after the Effective Date, and whether or not such information is designated or marked in writing as being confidential or proprietary.

"Insured" means the individual or individuals named as the insured under the terms of the Policies listed on Schedule 1 to this Agreement.

"Insurer" means the life insurance company that issued a Policy as listed on Schedule 1 to this Agreement.

"Life Settlement Documents" means, with respect to each Policy, to the extent such documents are currently within the possession or control of Seller, each document executed and/or delivered by the Insured, the Original Owner or any other party in connection with the purchase of the related Policy from the Original Owner or the transfer of the Policy from the Original Owner to the applicable Debtor (and any intermediary owner), including, without

limitation, the Policy and application for the Policy, the life settlement contract between the Original Owner and the initial purchaser relating to the sale of a Policy by the Original Owner to such purchaser (if applicable) and the surrender, relinquishment or similar documentation (if applicable), the life settlement application, all Policy Illustrations, the HIPAA Authorization for Disclosure of Protected Health Information (and any similar document), all life expectancy reports regarding the Insured, the consent of insured, the agreement of continued contact and list of designated contacts, the authorization to provide death certificates, the life settlement disclosure, the spousal waiver, the beneficiary waiver, the release of policy information, and a copy of a document identifying the Insured issued by a Governmental Authority which verifies the age (including date of birth) and gender of the Insured as set forth in the application for the Policy, or their respective equivalents, and all other documents, instruments, certificates and information relating to such Policy.

"Law" means, unless otherwise indicated, any national, federal, state, provincial or local statute, law, ordinance, regulation, rule, code, order, requirement or rule of law (including, without limitation, common law).

"Liability" or "Liabilities" means any and all debts, liabilities and obligations, whether asserted or unasserted, accrued or fixed, absolute or contingent, matured or unmatured or determined or determinable, including, without limitation, those arising under any Law, Governmental Order, Contract, action, arrangement, commitment or undertaking.

"Original Owner" means, with respect to a Policy, the Person to which the Policy was initially issued and who was listed as owner on the initial declarations page of such Policy.

"Person" means any individual, partnership (whether general or limited), corporation, joint stock company, limited liability company, trust (including a business or statutory trust), estate, association, custodian, nominee, joint venture or other entity, or a Governmental Authority.

"Policy Illustration" means, with respect to a Policy, a policy illustration from the related Insurer.

"Premium" means any premium payable under a Policy.

"Sale Hearing" means the hearing before the Court to approve the sale of the Policies.

"Sale Motion" means the motion to approve the Auction and sale of the Policies, filed by Seller on August 7, 2013.

"Seller's Interest" means all of Seller's claims, options, privileges, rights, title and interest in, to and under the Policies, if any.

"Seller's Knowledge" means the actual knowledge, after commercially reasonable due inquiry conducted in good faith, of Deborah Menotte, acting solely in her capacity as trustee.

"Total Purchase Price" means the sum of the Purchase Prices for each Policy.

"Transfer/Resale Transaction" means the transfer by Purchaser of all or a portion of its interest in a Policy pursuant to a true sale or other purchase or financing transaction, which may include a securitization, or in a synthetic or risk transfer transaction, or otherwise.

Section 1.02. Additional Definitions

<u>Definition</u>	<u>Location</u>
<u>"Agreement"</u>	Preamble
<u>"Case"</u>	Preamble
<u>"Closing"</u>	2.03
<u>"Confidential Information"</u>	9.02(a)
<u>"Court"</u>	Preamble
<u>"Debtor"</u>	Preamble
<u>"Deposit"</u>	2.04
<u>"Escrow Funds"</u>	2.10(b)
<u>"Effective Date"</u>	Preamble
<u>"Failed Bid"</u>	2.05
<u>"Final Payment"</u>	2.05
<u>"Matured Policy"</u>	5.03
<u>"Outside Date"</u>	3.02(e)
<u>"Offer"</u>	10.03
<u>"Policy"</u>	Recitals
<u>"Proprietary Information"</u>	8.02(b)
<u>"Purchase Price"</u>	2.02
<u>"Purchaser"</u>	Preamble
<u>"Seller"</u>	Preamble
<u>"Transaction Documents"</u>	8.02(a)

Section 1.03. Interpretation and Rules of Construction. Except to the extent that the context otherwise requires:

(a) when a reference is made herein to an Article, Section, Exhibit or Schedule, such reference is to an Article or Section of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated;

(b) the table of contents and headings for this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement;

(c) whenever the word "include", "includes" or "including" is used in this Agreement, it is deemed to be followed by the words "without limitation";

(d) 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;

(e) all terms defined in this Agreement have their defined meanings when used in any certificate or other document made or delivered pursuant hereto, unless otherwise defined therein;

(f) definitions of terms are applicable to the singular as well as the plural forms of such terms, and other grammatical forms of such terms have corresponding meanings;

(g) if any action is otherwise to be taken pursuant to this Agreement on a day which is not a Business Day, such action shall be taken on the next Business Day following such day;

(h) references to a Person are also to its permitted successors and assigns;

(i) references to any Contract shall be deemed to be to such Contract as amended, amended and restated, supplemented or otherwise modified from time to time;

(j) references to any statute, regulation, or similar rule, or to a provision of any statute, regulation, or similar rule, includes any successor statute or provision, as the case may be; and

(k) the use of the word "or" is not intended to be exclusive unless expressly indicated otherwise.

ARTICLE II PURCHASE AND SALE

Section 2.01. Purchase and Sale of Seller's Interest. Subject to the issuance of the Approval Order and upon the terms and subject to the conditions of this Agreement, as of the Closing Date, the Seller hereby assigns and transfers to Purchaser all of its right, title, and interest in and to each Policy and all related Life Settlement Documents free and clear of all liens, claims, rights, encumbrances and other interests as set forth in the Approval Order, which assignment and transfer includes, without limitation, the right(s) to: (i) change the Beneficiary on any Policy; (ii) assign or surrender any Policy; (iii) borrow on any Policy; (iv) apply for and maintain waiver of premium under or conversion of any Policy; (v) receive any and all benefits paid under any Policy; and (vi) be notified about any and all matters relative to each Policy.

Section 2.02. Purchase Price. The Purchase Price (as defined below) to be paid by or on behalf of Purchaser to Seller for the purchase of Seller's Interest with respect to each Policy shall be the Purchase Price for each such Policy as set forth on Schedule 1 (the "Purchase Price") hereto, subject to adjustment in accordance with this Agreement. The Purchase Price does not include any amounts owed for each Policy for any current premiums due and arrearages, in each case, disclosed to Purchaser in writing, and future premiums.

Section 2.03. Closing. Subject to the terms and conditions of this Agreement, the closing of the purchase and sale of the Policies as contemplated by this Agreement (the "Closing") shall occur at 5:00 p.m. EDT on the latest of (x) two (2) Business Days after the Court enters the Approval Order, (y) the date on which the conditions in Section 2.07 are

satisfied, and (z) October 4, 2013, or any later time or date designated by the Court or by agreement of the Parties (the "Closing Date").

Section 2.04. Deposit. On the Effective Date, Purchaser shall deliver the Deposit, by wire transfer of immediately available funds in accordance with the instructions set forth on Schedule 2, to Escrow Agent, which Deposit shall be held in the Escrow Account. If Purchaser is the maker of the Final Successful Bid for each Policy (or the maker of the Back Up Bid for each Policy and the transaction is not consummated with the maker of the Final Successful Bid for each Policy) and the Acquisition is consummated as contemplated by this Agreement, then, on the Closing Date, Escrow Agent shall hold the Deposit and the other amounts added to the Escrow Account (as provided below) and shall distribute the amounts on deposit in the Escrow Account to Seller in accordance with the terms hereof. If (x) Purchaser does not make the Final Successful Bid or a Back-Up Bid, (y) this Agreement is terminated in accordance with the terms hereof, or (z) Purchaser is the maker of the Back-Up Bid for the Policies and the transaction is consummated with the makers of the Final Successful Bid for the Policies, then Escrow Agent shall return the Deposit to Purchaser by wire transfer of immediately available funds in accordance with the written instructions provided by Purchaser.

Section 2.05. Closing. On the Closing Date, Purchaser shall deliver to Escrow Agent, by wire transfer of immediately available funds in accordance with the instructions set forth on Schedule 2, for deposit into the Escrow Account, an amount equal to the Total Purchase Price, less the amount of the Deposit (the "Final Payment"), and Seller and Purchaser shall consummate the sale by Seller to Purchaser of each Policy, as contemplated by this Agreement. If Purchaser fails to make the Final Payment, it shall be in default and in material breach of this Agreement (a "Failed Bid"). The maker of any Failed Bid shall forfeit its Deposit to the respective Debtor Estates.

Section 2.06. Parties' Rights and Obligations.

(a) Premiums. Except as disclosed to Purchaser in writing, Seller has paid Premiums on all of the Policies and have not let any such Policy lapse or enter a grace period through the Effective Date and Seller will continue to pay Premiums on all of the Policies from the Effective until the Approval Date and, other than as agreed with Purchaser in writing, shall not let any such Policy lapse (or enter into any grace period) during the period prior to the Approval Date without the prior written consent of Purchaser. From and after the Approval Date, Purchaser shall be responsible for paying the Premiums on the Policies, provided that Purchaser shall be free to allow any Policy to lapse at any time; provided, however, that prior to the Acknowledgment Date for any Policy, if Purchaser receives a written notice from any insurer that such Policy has entered a grace period, then Purchaser, no later than four (4) Business Days after it receives such grace notice, shall deliver a copy of such grace notice to Seller along with a written statement as to whether Purchaser intends to let such Policy lapse or to pay any additional Premiums in respect of such Policy (and the proposed date of the payment of such Premium). If Purchaser advises Seller, in accordance with the immediately preceding sentence, that Purchaser intends to let such Policy lapse prior to the Acknowledgment Date, Seller shall have the right, in its sole and absolute discretion, to request that Purchaser transfer and assign such Policy to Seller, and Purchaser shall execute such documents as Seller may reasonably

request to effectuate such assignment and transfer, including forms to change the owner and beneficiary to Seller or its designee.

(b) Payment of Death Benefits.

(i) If the death of the Insured(s) under any Policy occurs prior to the Approval Date and the Seller informs the Purchaser of such death no later than thirty (30) days after the Approval Date, the Death Benefit under such Policy shall be payable to the Seller. Any such Policy shall not be sold (or deemed not to be sold) to Purchaser hereunder. If Purchaser or any Affiliate of Purchaser receives any Death Benefits that are payable to, or for the benefit of, Seller hereunder, Purchaser shall hold such amounts in trust for Seller and shall deliver such amounts to Seller within two (2) Business Days of receipt thereof.

(ii) In all other cases, the Death Benefit under such Policy shall be payable to, and for the benefit of, Purchaser. If Seller or any Affiliate of Seller receives any Death Benefits that are payable to, or for the benefit of, Purchaser hereunder, Seller shall hold such amounts in trust for Purchaser and shall deliver such amounts to Purchaser within two (2) Business Day of receipt thereof.

(iii) If in accordance with clause (i) above, any Death Benefit in respect of a Policy is for the benefit of Seller and Seller notifies Purchaser thereof prior to the Escrow Release Date for such Policy, then Seller and Purchaser shall direct the Escrow Agent to return the Purchase Price for such Policy to Purchaser. In addition, Seller shall reimburse Purchaser for any Premiums paid by Purchaser in respect of such Policy.

(iv) If in accordance with clause (i) above, any Death Benefit in respect of a Policy is for the benefit of Seller and Seller notifies Purchaser thereof after the Escrow Release Date for such Policy, then Seller shall reimburse Purchaser for any Premiums paid by Purchaser in respect of such Policy.

(v) Purchaser shall have the right to withhold from the Death Benefit for such Policy (to the extent Purchaser actually receives such Death Benefit) any amounts owed by Seller to Purchaser in accordance with this Section 2.06(b).

(c) Servicing. Seller has caused a third party servicer to provide servicing of the Policies. Seller will cause such third party servicer to provide (in a manner consistent with past practices) servicing for each Policy as agreed by Seller and Purchaser from the Effective Date until the applicable Acknowledgment Date or such later date as agreed by Purchaser and Seller, and any such third party servicer will not be terminated or replaced by Seller unless a replacement servicer acceptable to Purchaser is appointed and the terms of such appointment are reasonably acceptable to Purchaser. Seller shall use her best efforts to cause such servicer to fully cooperate with any such transition and transfer of servicing requested by Purchaser.

(d) Communications Received. With respect to each Policy, from the Effective Date through the Acknowledgment Date, Seller will notify Purchaser of and deliver copies to Purchaser of any grace or lapse notices, notices of rescission of coverage or payment or

notices of intent to increase cost of insurance in relation to any Policy received by Seller or any of their agents from an Insurer, and information relating to lawsuits filed with respect to any Policy, and such other information received by Seller or any of their agents from any Person, which Seller reasonably believes is material to Purchaser or a Policy.

(e) Delivery of Information. No later than three (3) Business Days following the Effective Date, Seller shall deliver to Purchaser an electronic copy of each Life Settlement Document in its possession, custody or control. With respect to the delivery by Seller of electronic copies of the foregoing, such electronic copies must be delivered on DVD or portable hard drive, and each document must be a PDF file that may be saved, copied and printed by the user. On or before the 30th day following the Closing Date, Seller shall deliver to Purchaser a paper copy (which paper copies shall be the originally signed documents to the extent in the possession or control of either Seller as well as an original of each Policy) of each Life Settlement Document that was delivered electronically pursuant to the immediately preceding sentence. If Seller and Purchaser do not close the Acquisition, then, within five (5) Business Days of the Closing Date, Purchaser shall deliver back to Seller all such documentation and information, and all copies thereof that it has made (excluding copies thereof that it destroys or is required by law or its own internal records retention policies to retain), which copies shall be "confidential information" for purposes of, and shall otherwise be subject to, any confidentiality agreement that exists between Purchaser and Seller or any Affiliate of Seller. From and after the Closing Date, Seller shall deliver to Purchaser, within five (5) Business Days of the receipt of the same, any information, documentation and communications received by either Seller or any Affiliate in respect of any Policy.

Section 2.07. Change Forms. Seller shall execute Change Forms changing the owner and beneficiary of each Policy to Purchaser or its designee and, after Purchaser approves the Change Forms as executed, such approval not to be unreasonably withheld, Seller shall deliver the executed Change Forms directly to the applicable Insurers. In addition, Seller shall deliver the Approval Order to Purchaser and Escrow Agent.

Section 2.08. Release of Purchase Price from the Escrow Account.

(a) Within one (1) Business Day after the later of (i) Purchaser's receipt of written confirmation from the applicable Insurer of a Policy's change of ownership to Purchaser or its designee, and (ii) the completion of a telephone call by Purchaser, with an agent of the Seller participating or observing, with the related Insurer verifying such change, the name of the owner and beneficiary, absence of liens and policy status and confirming that the current policy loans and death benefit is not materially different from that set forth on Schedule I, Purchaser and Seller shall notify jointly Escrow Agent and, within one (1) Business Day of receipt of such notice and the Approval Order, Escrow Agent shall deliver to the applicable Seller from the Escrow Account an amount equal to the Purchase Price for such Policy (the "Escrow Release Date").

(b) If the requirements set forth in clauses (i) and (ii) of the first sentence of Section 2.08(a) are not satisfied within 90 days of the Closing Date, then Purchaser and Seller shall jointly seek an order from the Bankruptcy Court compelling such Insurer to provide the information necessary to satisfy such requirements. Upon entry of a final order of the

Bankruptcy Court denying the relief described in the previous sentence, if such relief is not granted within 180 days after the Closing Date or if the relief is granted but the requirements set forth in clauses (i) and (ii) of the first sentence of Section 2.08(a) are not satisfied within 180 days of the Closing Date, Purchaser may, in its sole and absolute discretion, elect to (i) not acquire such Policy, (ii) deem such Policy to be acquired irrespective of the failure to satisfy the requirements set forth in clauses (i) and (ii) of the first sentence of Section 2.08(a) (in which case, an amount equal to the Purchase Price Allocation for such Policy shall be delivered to the applicable Seller in accordance with the procedures set forth in Section 2.08(a)), or (iii) continue attempts to acquire such Policy while reserving its rights to later, at its option and in its sole and absolute discretion, not to acquire such Policy).

(i) If Purchaser elects, in its sole and absolute discretion not to acquire a Policy in accordance with Section 2.08(b), (x) Purchaser and Seller shall notify jointly Escrow Agent and, within one (1) Business Day of receipt of such notice, Escrow Agent shall deliver to the Purchaser from the Escrow Account an amount equal to the Purchase Price for such Policy and (y) the Seller shall reimburse Purchaser for Premiums actually paid on such Policy by Purchaser and any servicing fees incurred by Purchaser allocable to such Policy (which reimbursement may be made from amounts held in the Escrow Account, if any, by written instruction from Seller and Purchaser).

Section 2.09. Notice to Insureds. To the extent required by Law, following the transfer of ownership of each Policy and within the time and in the manner prescribed by such Law, Purchaser shall give notice to the Insured(s) under each applicable Policy of the change of ownership of such Policy.

Section 2.10. Appointment and Duties of Escrow Agent.

(a) Subject to the terms and conditions of this Agreement, Purchaser and Seller hereby appoint Berger Singerman LLP as escrow agent to hold, administer and deliver the Total Purchase Price (including the Deposit), solely in accordance with the terms and conditions set forth in this Agreement, and Berger Singerman LLP hereby accepts such appointment and agrees to hold, administer and deliver the Total Purchase Price (including the Deposit), solely in accordance with the terms and conditions set forth in this Agreement or as required by Court order.

(b) Escrow Agent shall hold the Total Purchase Price (including the Deposit) in the Escrow Account, together with all investments thereof and all interest accumulated thereon and proceeds therefrom (collectively, the "Escrow Funds"), in each case to the extent applicable, in escrow upon the terms and conditions set forth in this Agreement and shall not disburse funds from the Escrow Account except as provided in this Agreement or by order of the Court. Escrow Agent hereby agrees that (i) the Escrow Account shall be an account separate from any other account of Escrow Agent, (ii) no funds, other than the Escrow Funds shall be held therein and (iii) no other funds shall be commingled with the Escrow Funds.

(c) Escrow Agent hereby agrees that funds in the Escrow Account are, and shall be considered: (i) property of Purchaser, (ii) held by Escrow Agent for the benefit of Purchaser and (iii) not available to Seller, except in accordance with the provisions hereof

following such funds release on the corresponding Escrow Release Date for each Policy. Escrow Agent hereby agrees that funds in the Escrow Account are, and shall not be considered, part of the estate of, or held for the benefit of, the Seller or any of CLSF III IV, Inc., CLSF XXXV, Inc., The Gluck TR Corporation, CLSF XVII, Inc., BGI 6 Life, Inc., CLSF I, Inc., LSF VI, Inc., LSF III, Inc., CLSF VII, Inc., Ryan Trust Corp., CLSF XL, Inc., BGI XVII, Inc., and CLSF XIV, Inc.

Section 2.11. Escrow Agent Liability. Seller and Purchaser, and their Affiliates, successor and assigns, expressly agree that in no event shall Escrow Agent have any liability for any losses or damages to any Person arising out of actions of Escrow Agent in accordance with this Agreement or any portion thereof, except for any losses or damages resulting from the direct willful misconduct, bad faith or gross negligence of Escrow Agent.

ARTICLE III CONDITIONS PRECEDENT

Section 3.01. Conditions Precedent to Seller's Obligations. The obligation of Seller to consummate the transactions contemplated by this Agreement is subject to the fulfillment of each of the following conditions, which may be waived by Seller in writing:

- (a) all representations and warranties by Purchaser set forth in this Agreement shall be true and correct as of the Closing Date;
- (b) Purchaser shall have performed and complied in all material respects with all obligations and agreements required in this Agreement and/or the Sale Order to be performed or complied with by it prior to the Closing Date;
- (c) there shall not be in effect on the Closing Date any order or decision by a Governmental Authority of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby; and
- (d) the Approval Order shall have been entered by the Bankruptcy Court and shall be a Final Order, as of the Closing Date.

Section 3.02. Conditions Precedent to Purchaser's Obligations. The obligation of Purchaser to consummate the transactions contemplated by this Agreement is subject to the fulfillment of each of the following conditions, which may be waived by Purchaser in writing:

- (a) all representations and warranties of Seller set forth in this Agreement shall be true and correct as of the Closing Date;
- (b) Seller shall have performed and complied in all material respects with all obligations and agreements required in this Agreement and/or the Sale Order to be performed or complied with by them prior to the Closing Date;
- (c) there shall not be in effect on the Closing Date any order or decision by a Governmental Authority of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby;

(d) the Approval Order shall have been entered by the Bankruptcy Court and shall be a Final Order as of the Closing Date; and

(e) the Closing Date shall have occurred on or before October 15, 2013 (the "Outside Date").

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Purchaser, as of the Effective Date and as of the Closing Date, as follows:

Section 4.01. Organization and Authority. Seller is the duly appointed trustee of the respective Estates in the Case.

Section 4.02. Authorization. Pursuant to orders entered by the Court in the Case, the Seller has the power and authority to sell the Policies in accordance with the Bid Procedures Order and subject to the entry of the Approval Order. Subject to the entry of the Approval Order, the Seller has taken all necessary actions in her capacity as the duly appointed trustee of the Estates to execute and deliver this Agreement and perform and consummate all of the transactions contemplated hereby.

Section 4.03. No Conflict. Seller has not granted any rights, options, rights of first refusal or offer, or other agreement of any kind, giving any party a right to purchase or otherwise acquire the Policies or any part thereof or any interest therein, except the rights of Purchaser under this Agreement and as otherwise set forth in this Agreement.

Section 4.04. No Litigation or Proceedings. Other than the Case and claims asserted by actual parties to the Case in actions or motions filed with the Court, to Seller's Knowledge, no judicial, administrative, arbitral or other proceeding, in Law, equity or otherwise, is pending or threatened against Seller with respect to any Policy or any matter whatsoever which could materially adversely affect the consummation of the transactions contemplated hereby. To the Seller's Knowledge, there is no investigation by any Governmental Authority or any Insurer pending or threatened which relates to or involves any Policy or the transactions contemplated by this Agreement.

Section 4.05. Bankruptcy Proceedings. To Seller's Knowledge, she has followed applicable bankruptcy procedure to give appropriate notice to all potential claimants in the Estates of the hearing scheduled in the Case on September 12, 2013 to approve this Agreement and consummation of the transactions contemplated thereby.

Section 4.06. No Broker, Finder or Investment Banker. Neither Seller nor any employees or agents or Affiliates thereof, have entered into any arrangements pursuant to which any broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission from Purchaser in connection with the transactions contemplated by this Agreement.

Section 4.07. Policy Documents. Seller has delivered to Purchaser on or before the Effective Date copies of each Life Settlement Document in respect of each Policy in its

possession, custody or control as of such date, and shall deliver to Purchaser each Life Settlement Document that comes into Seller's possession, custody or control date the Effective Date.

Section 4.08. Title to Policies. Seller has beneficial ownership of each of the Policies pursuant to Section 541 of the U.S. Bankruptcy Code and each Policy is owned of record by the applicable Estate.

Section 4.09. No Additional Representations or Warranties by Seller. Notwithstanding anything contained in this Agreement to the contrary, Seller understands and agrees that Purchaser has not made, and is not making, any representation or warranty whatsoever, express or implied, with respect to any matter, other than those representations and warranties of Purchaser expressly set forth in Article IV of this Agreement.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser hereby represents and warrants to Seller, as of the Effective Date and as of the Closing Date, as follows:

Section 5.01. Organization and Authority of Purchaser. Purchaser has been duly organized and is validly existing as a limited company under the Laws of the United Kingdom, with full power and authority to own its properties and to conduct its business as currently conducted.

Section 5.02. Authorization. Purchaser has the power and authority to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance by Purchaser of this Agreement, and the consummation of the transactions contemplated hereby, have been duly authorized by all required action on the part of Purchaser.

Section 5.03. No Conflict. The execution, delivery and performance by Purchaser of this Agreement do not and will not (a) violate, conflict with or result in the material breach of any provision of its constitutive documents, (b) conflict with or violate any material Law or Governmental Order applicable to it or to any of its respective assets, properties or businesses, or (c) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation with respect to any Contract to which Purchaser is a party or by which its assets are bound, which conflict, breach or default in clause (c) would have a materially adverse effect on the validity or enforceability of this Agreement, or the ability of Purchaser to perform its obligations under this Agreement.

Section 5.04. Execution, Delivery and Enforceability. This Agreement has been or will be duly executed and delivered by Purchaser, and (assuming due authorization, execution and delivery by Seller) this Agreement constitutes legal, valid and binding obligations of Purchaser, enforceable against Purchaser in accordance with their terms, subject, as to enforceability, to applicable bankruptcy, reorganization, insolvency, moratorium or similar Laws affecting

creditors' rights generally and to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law).

Section 5.05. No Broker, Finder or Investment Banker. Neither Purchaser nor any employees or agents thereof, have entered into any arrangements pursuant to which any broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission from Seller in connection with the transactions contemplated by this Agreement.

Section 5.06. Consents. No registration, declaration, or filing with, or any approval or consent of, any Governmental Authority is required to be made or given by Purchaser, or to be received from any Governmental Authority, in each case that has not been made or received in connection with the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Section 5.07. Compliance with Law. Purchaser is not in violation of any Law or Governmental Order applicable to it or any of its properties or assets which could materially adversely affect the consummation of the transactions contemplated hereby.

Section 5.08. No Litigation or Proceedings. No judicial, administrative, arbitral or other proceeding, in Law, equity or otherwise, is pending or threatened against Purchaser with respect to any matter whatsoever which could materially adversely affect the consummation of the transactions contemplated hereby. There is no investigation by any Governmental Authority pending or threatened which relates to or involves the Policy or the transactions contemplated by this Agreement.

Section 5.09. No Bankruptcy, Etc. of Purchaser. Purchaser has not filed, nor is Purchaser aware that anyone has filed or threatened to file against Purchaser, any proceeding seeking to adjudicate Purchaser insolvent, nor has Purchaser made any assignment of any property for the benefit of any creditors, nor is Purchaser aware that there presently exists or is threatened any tax or creditor's lien or any other execution, levy, attachment or other process of Law upon the property of Purchaser, nor is Purchaser aware that there is outstanding any legal process against Purchaser or Purchaser's property which enjoins Purchaser from consummating the transactions contemplated by this Agreement.

Section 5.10. Patriot Act. No Person Affiliated with Purchaser or that makes funds available to Purchaser or any Affiliate of Purchaser in order to allow Purchaser to fulfill its obligations under this Agreement or for the purpose of funding the investment in Purchaser is: (A) a Person listed in the Annex to Executive Order No. 13224 (2001) issued by the President of the United States (Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), (B) named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Assets Control, (C) a non-U.S. shell bank or is providing banking services indirectly to a non-U.S. shell bank, (D) a senior non-U.S. political figure or an immediate family member or close associate of such figure, or (E) otherwise prohibited from investing in Purchaser pursuant to applicable U.S. anti-money laundering, anti-terrorist and asset control Laws, regulations, rules or orders.

Section 5.11. No Additional Representations or Warranties by Seller. Notwithstanding anything contained in this Agreement to the contrary, Purchaser understands and agrees that Seller has not made, and is not making, any representation or warranty whatsoever, express or implied, with respect to any matter, other than those representations and warranties of Seller expressly set forth in Article III of this Agreement.

ARTICLE VI ADDITIONAL AGREEMENTS

Section 6.01. Further Action. The parties hereto shall use all commercially reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable Law, and execute and deliver such agreements, instruments and other documents as may be required to carry out the provisions of this Agreement and consummate and make effective the transactions contemplated by this Agreement.

Section 6.02. Covenants of Seller. Seller hereby covenants and agrees as follows:

(a) Subject to Court direction and approval, Seller will take all actions that may be reasonably necessary or desirable from time to time to vest in Purchaser all of Seller's rights, title and interest in, to and under Seller's Interest with respect to each Policy conveyed hereunder and to give full effect to the provisions hereof and consummate the transactions contemplated hereto.

(b) Seller hereby covenants to Purchaser that (i) Seller will not take any action inconsistent with Purchaser's ownership of the Policies or the related Seller's Interest conveyed hereunder (ii) any financial statements of such Seller or any Affiliates thereof that are published, made publicly available or delivered to creditors or investors (or potential creditors or investors) will not indicate or imply that such Seller or any Affiliate thereof has any ownership interest in any Policy that is transferred to Purchaser hereby, and (iii) if a third party that has a legal or equitable right to obtain such information (including any creditor, potential creditor, investor or potential investor in a Seller, or any regulator or court of competent jurisdiction) should inquire, the Seller will promptly indicate that the Policies have been sold and transferred to Purchaser and will not claim ownership interests therein and that such Seller has not retained any ownership interest therein.

(c) Since the date of the Bld Procedures Order, the Seller has not sold, pledged, assigned nor transferred to any other Person, nor granted, created, incurred, assumed or suffered any lien, charge encumbrance on nor knowingly taken any action that reasonably could be expected to have an adverse effect on any Policy. Except for the conveyances hereunder or otherwise required by the Court, Seller will not sell, pledge, assign or transfer to any other Person, or grant, create, incur, assume or suffer to exist any encumbrances on any interest in any of the Policies conveyed hereunder nor knowingly take any action that reasonably could be expected to have an adverse effect on any Policy.

(d) Specific Findings in Sale Order. The Seller shall use its reasonable efforts to obtain findings in the Sale Order that Purchaser is not, and shall not be deemed to be, a

successor or continuation of Seller or any debtor, nor deemed to be merged or de facto merged with either Seller or any debtor, and that Purchaser shall not assume any obligations or liabilities of Seller or debtor, except as expressly provided in this Agreement, provided, however, that Seller's failure to obtain such findings in the Sale Order shall not constitute a breach of this Agreement.

(e) Restrictions on Policies After Execution Date. From the Effective Date, Seller shall not initiate any loans against or under any Policy or access or use any account or cash value of any Policy for any purpose, except that deductions from the account value made by the Insurance in respect of cost of insurance or expense charges shall not be deemed to be a breach of this Section 6.02(e).

Section 6.03. Covenants of Purchaser. Purchaser hereby covenants and agrees as follows:

(a) From the Effective Date to the Closing Date, Purchaser will promptly deliver to Seller any information necessary to update the representations, warranties and covenants contained in this Agreement.

ARTICLE VII TERMINATION

Section 7.01. Purchaser Right to Terminate Upon Seller's Default. Seller shall be in default hereunder upon the occurrence of any one or more of the following events:

(a) prior to the Closing Date, any of Seller's warranties or representations set forth herein are untrue or inaccurate in any respect material to the Acquisition and Seller fails to cure the condition rendering such representation or warranty untrue or inaccurate within ten (10) calendar days after the earlier of (a) obtaining knowledge thereof, and (b) receipt of written notice from Purchaser of such material untruth or inaccuracy; or

(b) prior to the Closing Date, Seller shall fail to meet, comply with or perform in any respect material to the Acquisition any covenant, agreement, or obligation on their part required, within the time limits and in the manner required in this Agreement, for any reason other than a termination under Sections 7.02 or 7.03; or

(c) the Closing Date shall have not occurred by October 15, 2013.

In the event of a default by Seller under Section 7.01, Purchaser may, at its option and in its sole and absolute discretion, terminate this Agreement by written notice delivered to Seller. Upon delivery of such notice, Purchaser and Seller shall deliver joint notice of such termination to Escrow Agent and instruct Escrow Agent to deliver the Deposit and all interest earned thereon to Purchaser. Thereafter neither Seller nor Purchaser shall have any obligations to the other under this Agreement, except as specifically set forth herein.

Section 7.02. Seller's Right to Terminate Upon Purchaser's Default. Purchaser shall be in default hereunder upon the occurrence of any one or more of the following events:

(a) prior to the Closing Date, any of Purchaser's warranties or representations set forth herein are untrue or inaccurate in any respect material to the Acquisition and Purchaser fails to cure the condition rendering such representation or warranty untrue or inaccurate within ten (10) calendar days after the earlier of (a) obtaining knowledge thereof, and (b) receipt of written notice from Purchaser of such material untruth or inaccuracy; or

(b) Purchaser shall fail to meet, comply with or perform in any respect material to the Acquisition any covenant, agreement, or obligation on its part required, within the time limits and in the manner required in this Agreement, for any reason other than a termination under Sections 7.01 or 7.03.

In the event of a default by Purchaser under this Section 7.02, Seller may, at its option and in their sole and absolute discretion, terminate this Agreement by written notice delivered to Purchaser. Upon delivery of such notice, Purchaser and Seller shall deliver joint notice of such termination to Escrow Agent and instruct Escrow Agent to deliver (i) the Deposit to Seller and (ii) all interest accrued on the Deposit to Purchaser. Thereafter neither Seller nor Purchaser shall have any obligations to the other under this Agreement, except as specifically set forth herein.

Section 7.03. Additional Termination Events. In addition to the provisions in Sections 7.01 and 7.03, this Agreement may be terminated prior to the Closing Date as follows:

(a) By mutual written consent of Seller and Purchaser, in which event Purchaser and Seller shall deliver joint notice of such termination to Escrow Agent with instructions for Escrow Agent to deliver Deposit and all interest earned thereon to Purchaser. Thereafter, neither Seller nor Purchaser shall have any obligations to the other under this Agreement, except as specifically set forth herein.

ARTICLE VIII
AS IS WHERE IS

"As Is, Where Is." IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT PURCHASER ACCEPTS THE CONDITION OF THE POLICIES "AS IS, WHERE IS-- WITH ALL FAULTS" WITHOUT ANY IMPLIED REPRESENTATION, WARRANTY OR GUARANTEE AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE AS TO THE CONDITION, SIZE OR VALUE OF SUCH POLICIES, EXCEPT ONLY AS MAY BE OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL SUCH IMPLIED REPRESENTATIONS, WARRANTIES OR GUARANTEES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY, OR CONDITION OF THE POLICIES, (B) THE POLICY DOCUMENTS, (C) THE SUITABILITY OF THE POLICIES, (D) THE COMPLIANCE OF POLICIES, INCLUDING ANY UNDERWRITING, WITH ANY LAWS, ORDINANCES, OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL ENTITY, OR (D) ANY OTHER MATTER WITH RESPECT TO THE POLICIES, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR ON SCHEDULE 1.

ARTICLE IX
GENERAL PROVISIONS

Section 9.01. Expenses. Except as otherwise specified in this Agreement, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 9.02. Confidential Information. "Confidential Information" consists of any and all information disclosed or provided to Purchaser pursuant to the Mutual Confidentiality and Nondisclosure Agreement entered into among Seller, Purchaser and Longevity Market Advisors, LLC. Seller, and its officers, directors, employees, agents or representatives, shall not disclose to any other Person Confidential Information except as directed by the Court.

Section 9.03. Tax. As a result of the transfer of Seller's Interest in each of the Policies to Purchaser, there may be certain tax and accounting consequences to both Purchaser and Seller. Neither Seller nor Purchaser makes any representations or warranties of any kind, nor are any intended or should any be inferred, regarding the tax consequences to either Seller or Purchaser of the transactions contemplated by this Agreement. Seller and Purchaser each also acknowledge that each will consult with its own attorneys, accountants and financial advisors about the legal and tax consequences of the transfer of Seller's Interest in each of the Policies.

Section 9.04. Survival of Representations and Warranties. The representations and warranties made by Seller in Article III shall terminate at Closing. The representations and warranties made by Purchaser in Article IV shall survive the purchase of Seller's Interest by Purchaser pursuant to this Agreement for a period of five (5) years after the applicable Closing Date.

Section 9.05. Notices. All notices and other communications provided for in this Agreement shall be delivered by (i) hand delivery, (ii) overnight national courier service (e.g., FedEx); (iii) registered or certified U.S. mail, postage prepaid and return receipt requested; (iv) facsimile transmission, provided that such facsimile transmission is confirmed by delivery using one of the three methods identified in clauses (i) through (iii); or (v) electronic mail (to at least two addressees) provided that such e-mail transmission is confirmed by delivery using one of the three methods identified in clauses (i) through (iii) or the sender of any notice by electronic mail receives an electronic mail response from any recipient (other than an automatic electronic "out-of-office" or similar automatically generated response). All such notices shall be delivered to the parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7.05). All notices and other communications given to Seller or Purchaser in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

If to Seller, to:

Leslie Gern Cloyd, Esq.
2650 N. Military Trail, Suite 240
Boca Raton, FL 33431

If to Purchaser, to:

Limited Life Assets Services Limited
1 Jermyn Street
London, SW1Y 4UH
United Kingdom
Attention: Timothy Church
Facsimile: 44 207 339 5732
E-mail: tim_church@mckinsey.com

With a copy to each of:

Stroock & Stroock & Lavan LLP
180 Maiden Lane
New York, NY 10038
Attention: Thomas R. Weinberger, Esq.
Facsimile: 212-806-7908
E-mail: tweinberger@stroock.com

Section 9.06. Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby in such jurisdiction, and such provision or obligation shall not in any way be affected or impaired thereby in any other jurisdiction.

Section 9.07. Recitals. The Recitals set forth at the beginning of this Agreement are hereby incorporated into and made a part of the substantive provisions of this Agreement.

Section 9.08. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersedes and cancels all prior agreements, negotiations, correspondence, undertakings, understandings and communications of the parties, oral or written, with respect to such subject matter.

Section 9.09. Assignment. No party to this Agreement may assign this Agreement, any of its rights and obligations hereunder or any interest herein without the prior written consent of each other party, which consent may be withheld in each such party's sole and absolute discretion.

Section 9.10. Third Party Beneficiaries. This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their successors and permitted assigns, and nothing herein is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 9.11. Amendments, Etc. No modification, amendment or waiver of, or with respect to, any provision of this Agreement, and all other agreements, instruments and documents delivered pursuant to this Agreement, shall be effective unless it shall be in writing and signed by the parties hereto.

Section 9.12. Waiver. The failure or delay of any party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed as a waiver of any such provision, nor in any way to affect the validity of this Agreement or any part hereof or the right of such party thereafter to enforce each and every such provision.

Section 9.13. Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Florida.

Section 9.14. Consent to Jurisdiction; Waiver of Jury Trial.

(a) Consent to Jurisdiction. Purchaser, on its own behalf and on behalf of its respective successors and permitted assigns, (i) hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of the state courts of the State of Florida in the County of Palm Beach, and to the jurisdiction of the Court and the United States District Court for the Southern District of Florida, for the purpose of any proceeding relating to or arising out of this Agreement or any agreement referred to herein brought by Seller or its respective successors or permitted assigns, and (ii) to the extent permitted by applicable Law, hereby waives, and agrees not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts, that its property is exempt or immune from execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper, or that this Agreement or any agreement referred to herein may not be enforced in or by such court. Purchaser hereby agrees that service of process in any action, suit or proceeding with respect to any matter as to which it submits to jurisdiction herein may be served by mailing a copy thereof

by registered or certified mail, postage prepaid, return receipt requested, addressed to a party at its address provided for notices hereunder, such service to become effective seven (7) Business Days after such mailing.

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

Section 9.15. Headings. The headings herein are for purposes of reference only and shall not otherwise affect the meaning or interpretation of any provision hereof.

Section 9.16. Execution in Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, including counterparts sent via electronic mail or facsimile, each of which when so executed shall be deemed to be an original and both of which when taken together shall constitute one and the same agreement.

Section 9.17. Construction of Agreement. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

Section 9.18. Limited Recourse of Seller. It is expressly understood and agreed by the parties hereto that this Agreement is executed by Seller, not individually or personally, but solely as chapter 7 trustee of the Estates of the Debtors. In no event shall Deborah C. Menotte, in her individual capacity, have any liability for the representations, warranties, covenants, agreements or other obligations of Seller hereunder, as to all of which recourse shall be had solely to the assets of the Estates, and (iii) under no circumstances shall Deborah C. Menotte be personally liable for the payment of any indebtedness or expenses of Seller or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by Seller under this Agreement.

ARTICLE X COURT APPROVAL

Section 10.01. Order of Sale Under Bankruptcy Code Section 363. The obligations under this Agreement of Purchaser and Seller are contingent upon the issuance of the Approval Order in the Case finding that Purchaser is a good faith buyer and providing for each Policy to be conveyed by Seller to Purchaser pursuant to 11 USC § 363 free and clear of all monetary liens, claims and encumbrances of every kind and nature, and free of clear of all interests in or to each Policy at law or in equity.

Section 10.02. Cooperation to Obtain Approval Order. Seller and Purchaser agree to cooperate and provide to each other and the Court all reasonably requested materials and assistance so as to enable the Court to enter the Approval Order as rapidly as possible. Seller shall in good faith seek prompt entry of the Approval Order.

Section 10.03. Higher and Better Offers. Purchaser understands, acknowledges and agrees that the offer ("Offer") herein for the purchase and sale of the Policy or Policies shall be subject to higher and better offers as determined by Seller up and through the auction to be held on September 11, 2013, as more fully set forth in the Trustee's Emergency Motion for Entry of an Order: (i) Authorizing Sale of Assets Free and Clear of Interests; (ii) Approving Bidding Procedures; (iii) Scheduling Hearing to Consider Approval of Proposed Sale; and (iv) Approving Form and Manner of Notice Thereof filed with the Court on August 7, 2013 and accompanying documents.

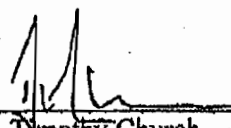
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers or agents thereunto duly authorized.

By: _____

Name: Deborah C. Menotte, as chapter 7
Trustee for CLSF III IV, Inc., et al.

LIMITED LIFE ASSETS SERVICES LIMITED

By: _____


Name: Timothy Church
Title: Director

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers or agents thereunto duly authorized.

By: _____

Name: Deborah C. Menotte, as chapter 7
Trustee for CLSF III IV, Inc., et al.

LIMITED LIFE ASSETS SERVICES LIMITED

By: _____

Name: Timothy Church
Title: Director

LIST OF POLICIES, POLICY INFORMATION AND PURCHASE PRICES

Policy Number	Issue Date	Insurer	Original Purchase Price (in \$)	Policy Purchase Price (in \$)
8636	30-Jun-06	Lincoln Benefit Life Insurance Company	\$ 2,000,000	\$ 12,987
01409	20-Apr-07	AXA Equitable Life Insurance Company	\$ 5,000,000	\$ 592,089
6974	9-Aug-07	Lincoln Life & Annuity Company of New York	\$ 5,000,000	\$ 755,985
23043	14-Jan-08	Lincoln Life & Annuity Company of New York	\$ 5,000,000	\$ 482,974
4374	1-May-05	New York Life Insurance and Annuity Corporation	\$ 10,000,000	\$ 1,721,310
2614	25-Jan-06	Transamerica Life Insurance Company	\$ 3,500,000	\$ 481,867
0164	25-Feb-04	Security Life of Denver Insurance Company	\$ 2,000,000	\$ 1
9912	9-Mar-01	Metropolitan Life Insurance Company	\$ 10,000,000	\$ 48,267
16678	15-Jul-05	Lincoln National Life Insurance Company	\$ 10,000,000	\$ 1,267,753
05971	12-Jun-05	West Coast Life Insurance Company	\$ 400,000	\$ 1
6100	5-May-09	Pacific Life Insurance Company	\$ 8,750,000	\$ 66,449
20798	24-Jan-07	Allianz Life Insurance Company of North America	\$ 5,000,000	\$ 1
6185	1-Nov-06	MassMutual Life Insurance Company	\$ 10,000,000	\$ 1,479,715
8123	11-May-89	Texas Life Insurance Company	\$ 500,000	\$ 1
70478	18-Apr-07	Lincoln National Life Insurance Company	\$ 1,200,000	\$ 77,920
23976	10-May-06	AXA Equitable Life Insurance Company	\$ 7,440,000	\$ 1
2412	19-Jan-06	Lincoln National Life Insurance Company	\$ 5,000,000	\$ 232,236
0961	21-Oct-05	Reliastar Life Insurance Company	\$ 5,000,000	\$ 1
4933	12-Mar-07	John Hancock Life Insurance Company (U.S.A.)	\$ 6,000,000	\$ 337,842
4934	12-Mar-07	John Hancock Life Insurance Company (U.S.A.)	\$ 6,000,000	\$ 337,842
4929	12-Mar-07	John Hancock Life Insurance Company (U.S.A.)	\$ 8,000,000	\$ 749,182
5390	10-Dec-07	Nationwide Life and Annuity Company	\$ 3,500,000	\$ 1
7980	10-Dec-07	Nationwide Life and Annuity Company	\$ 1,500,000	\$ 1
9838L	12-Apr-05	American General Life Insurance Company	\$ 5,000,000	\$ 604,721
8153	18-Jul-07	John Hancock Life Insurance Company of NY	\$ 5,000,000	\$ 600,853
Total			\$ 130,790,000	\$ 9,850,000

EXHIBIT "B"

Backup Bids

Insurance Carrier	Policy Number	Backup Bid	Bidder
Lincoln Benefit Life Insurance Company	xxxxxx8636	\$65,000.00	Acheron Capital Ltd.
AXA Equitable Life Insurance Company	xxxxx1409	\$410,431.21	Life Equity, LLC
Lincoln Life & Annuity Company of New York	xxxxx6974	\$324,024.64	Life Equity, LLC
Lincoln Life & Annuity Company of New York	xxxxx23043	\$350,000.00	Life Partners, Inc.
New York Life Insurance and Annuity Corporation	xxxx4374	\$1,890,143.74	Life Equity, LLC
Transamerica Life Insurance Company	xxxx2614	\$744,830.51	Institutional Life Services, LLC
Security Life of Denver Insurance Company	xxx0164	\$153,192.09	Institutional Life Services, LLC
Metropolitan Life Insurance Company	xxx9912	\$183,613.96	Life Equity, LLC
Lincoln National Life Insurance Company	xxxxx6678	\$1,764,350.28	Institutional Life Services, LLC
West Coast Life Insurance Company	xxxx05971	\$10,000.00	Acheron Capital Ltd.
Pacific Life Insurance Company	xxxxxx6100	\$799,260.78	Life Equity, LLC
Allianz Life Insurance Company of North America	xxxx0798	\$5,000.00	James Settlement Services International, LLC
MassMutual Life Insurance Company	xxxx6185	\$648,049.28	Life Equity, LLC
Texas Life Insurance Company	xxxxx8123	\$10,000.00	LS Opportunity, LLC
Lincoln National Life Insurance Company	xxxxx0478	\$65,000.00	LS Opportunity, LLC
AXA Equitable Life Insurance Company	xxxx3976	\$64,804.93	Life Equity, LLC
Lincoln National Life Insurance Company	xxxxx2412	\$399,630.39	Life Equity, LLC
Reliastar Life Insurance Company	xxx0961	\$245,000.00	James Settlement Services International, LLC
John Hancock Life Insurance Company	xxx4933	\$162,012.32	Life Equity, LLC
John Hancock Life Insurance Company	xxx4934	\$108,008.21	Life Equity, LLC
John Hancock Life Insurance Company	xxx4929	\$162,012.32	Life Equity, LLC
Nationwide Life and Annuity Company	xxxxxx7980	\$75,605.75	Life Equity, LLC
Nationwide Life and Annuity Company	xxxxxx5390	\$32,402.46	Life Equity, LLC
American General Life Insurance Company	xxxxxx838L	\$496,553.67	Institutional Life Services, LLC
John Hancock Life Insurance Company of NY	xxxx8153	\$581,073.45	Institutional Life Services, LLC
Total		\$9,750,000.00	