

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA  
CIVIL DIVISION**

STATE OF FLORIDA  
OFFICE OF FINANCIAL REGULATION,

Plaintiff,

v.

CASE NO.: 50-2021-CA-008718-XXXX-MB

NATIONAL SENIOR INSURANCE, INC.  
D/B/A SEEMAN HOLTZ,  
MARSHAL SEEMAN,  
CENTURION INSURANCE SERVICES GROUP, LLC,  
BRIAN J. SCHWARTZ,  
EMERALD ASSETS 2018, LLC,  
INTEGRITY ASSETS 2016, LLC,  
INTERGRITY ASSETS, LLC,  
PARA LONGEVITY 2014-5, LLC,  
PARA LONGEVITY 2015-3, LLC,  
PARA LONGEVITY 2015-5, LLC,  
PARA LONGEVITY 2016-3, LLC,  
PARA LONGEVITY 2016-5, LLC,  
PARA LONGEVITY 2018-3, LLC,  
PARA LONGEVITY 2018-5, LLC,  
PARA LONGEVITY 2019-3, LLC,  
PARA LONGEVITY 2019-5, LLC,  
PARA LONGEVITY 2019-6, LLC,  
PARA LONGEVITY VI, LLC,  
SH GLOBAL, LLC N/K/A PARA LONGEVITY V, LLC,  
ALTRAI GLOBAL, LLC A/K/A ALTRAI HOLDINGS, LLC,  
VALENTINO GLOBAL HOLDINGS, LLC,  
AMERITONIAN ENTERPRISES, LLC,  
SEEMAN-HOLTZ CONSULTING CORP.,  
CENTURION ISG Holdings, LLC,  
CENTURION ISG Holdings II, LLC,  
CENTURION ISG (Europe) Limited,  
CENTURION ISG SERVICES, LLC,  
CENTURION ISG FINANCE GROUP, LLC,  
CENTURION FUNDING SPV I LLC,  
CENTURION FUNDING SPV II LLC,  
GRACE HOLDINGS FINANCIAL, LLC,  
PRIME SHORT TERM CREDIT INC.,

Defendants.

THE ESTATE OF ERIC CHARLES HOLTZ,  
SEEMAN HOLTZ PROPERTY AND CASUALTY, LLC  
F/K/A SEEMAN HOLTZ PROPERTY AND CASUALTY, INC.,  
SHPC HOLDINGS I, LLC,

Relief Defendants.

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**CORPORATE MONITOR, DANIEL J. STERMER'S UNOPPOSED MOTION FOR  
APPROVAL OF SERVICING AGREEMENT BETWEEN CENTURION  
FUNDING SPV II, LLC AND LIFE EQUITY, LLC**

Daniel J. Stermer, as Court-appointed Corporate Monitor (the “Corporate Monitor”) for the property, assets, and business of the twenty-seven (27) corporate-entity Defendants identified below (collectively, the “Consenting Corporate Defendants”), pursuant to the Court’s *Agreed Order Granting Plaintiff’s Consent Motion for Appointment of Corporate Monitor and Related Injunctive Relief*, dated September 14, 2021, respectfully moves for entry of an agreed Order approving the Servicing Agreement between Centurion Funding SPV II, LLC, a Delaware limited liability company (“Centurion”) and Life Equity, LLC, an Ohio limited liability company (“Life Equity”) to act as servicer in matters relating to the ongoing administration and servicing of the life settlement portfolio of policies effective as of December 1, 2021. In support of this Motion, the Corporate Monitor states:

1. On September 10, 2021, the Plaintiff, State of Florida, Office of Financial Regulation (the “Plaintiff” or “OFR”) filed a *Consent Motion for Appointment of Corporate Monitor*, seeking the appointment of the Corporate Monitor for the property, assets, and business of the Consenting Corporate Defendants listed below, as well as a temporary injunction against the Consenting Corporate Defendants and two natural-person Defendants, Marshal Seeman and Brian J. Schwartz (the “Consenting Individual Defendants”):

1. NATIONAL SENIOR INSURANCE, INC. D/B/A SEEMAN HOLTZ,
2. CENTURION INSURANCE SERVICES GROUP, LLC,
3. EMERALD ASSETS 2018, LLC,

4. INTEGRITY ASSETS 2016, LLC,
5. INTERGRITY ASSETS, LLC,
6. PARA LONGEVITY 2014-5, LLC,
7. PARA LONGEVITY 2015-3, LLC,
8. PARA LONGEVITY 2015-5, LLC,
9. PARA LONGEVITY 2016-3, LLC,
10. PARA LONGEVITY 2016-5, LLC,
11. PARA LONGEVITY 2018-3, LLC,
12. PARA LONGEVITY 2018-5, LLC,
13. PARA LONGEVITY 2019-3, LLC,
14. PARA LONGEVITY 2019-5, LLC,
15. PARA LONGEVITY 2019-6, LLC,
16. PARA LONGEVITY VI, LLC,
17. SH GLOBAL, LLC N/K/A PARA LONGEVITY V, LLC,
18. VALENTINO GLOBAL HOLDINGS, LLC,
19. AMERITONIAN ENTERPRISES, LLC,
20. SEEMAN-HOLTZ CONSULTING CORP.,
21. CENTURION ISG Holdings, LLC,
22. CENTURION ISG Holdings II, LLC,
23. CENTURION ISG (Europe) Limited,
24. CENTURION ISG SERVICES, LLC,
25. CENTURION ISG FINANCE GROUP, LLC,
26. CENTURION FUNDING SPV I LLC, and
27. CENTURION FUNDING SPV II LLC,

2. On September 14, 2021, the Court entered an *Agreed Order Granting Plaintiff's Consent Motion for Appointment of Corporate Monitor and Related Injunctive Relief* (the "September 14, 2021 Order"), thereby approving and appointing, *inter alia*, Daniel J. Stermer as the Corporate Monitor for the Consenting Corporate Defendants and their affiliates, subsidiaries, successors and assigns, until further Order of the Court.

3. Paragraph 13U of the September 14, 2021 Order provides that the Corporate Monitor is authorized "[t]o choose, engage, and employ attorneys, accountants and other reasonable agents or professionals, as the Corporate Monitor deems advisable or necessary in the performance of the Corporate Monitor's duties and responsibilities", and that "[t]he Corporate Monitor and Corporate Monitor's professionals shall be entitled to reasonable compensation from the assets now held by the Consenting Corporate Defendants or ultimately secured by the

Corporate Monitor”, and that “[s]aid compensation shall be commensurate with their duties and obligations under the circumstances, and subject to approval of this Court.”

4. Centurion holds a portfolio of approximately sixty-one (61) life insurance policies (“Policies”) issued by life insurance companies insuring the lives of certain individuals and is engaged in the life settlement business.

5. The Policies are purported to be encumbered by that certain Credit Agreement, dated as of December 14, 2018 (such agreement, as it may be amended, supplemented, amended and restated or otherwise modified from time to time in accordance with its terms, the “Credit Agreement”), by and between the Company and Teleios LS Holdings V DE, LLC, a Delaware limited liability company, as lender (the “Lender”) and (ii) Preferred Units Purchase Agreement, dated as December 14, 2018 (the “Preferred Units Purchase Agreement”, and collectively with the Credit Agreement, the “Teleios Agreements”), by and between the Company and Teleios LS Holdings IV DE, LLC (“Teleios IV”). Individually, the Lender or Teleios IV, a “Teleios Party”, and, collectively, the Lender and Teleios IV, the “Teleios Parties”.

6. With respect to the administration of the Policies, Centurion previously engaged the services of MLF Lexserv LP (“Lexserv”), pursuant to that certain Second Amended & Restated Servicing Agreement dated December 14, 2018 (“Servicer Agreement”), as servicer. Lexserv has provided its resignation as servicer, and the Teleios Parties requested Centurion engage a new servicer.

7. As such, the Corporate Monitor, in the exercise of his professional business judgment, has engaged Life Equity, with permission from the Teleios Parties, pursuant to the terms of the proposed Servicing Agreement (the “Agreement”), entered into between Centurion and Life Equity, with an effective date of December 1, 2021, to continue providing certain services with

respect to the Policies. A copy of the proposed Agreement is attached hereto as **Exhibit “A,”** and is subject to the approval of this Court.

8. Pursuant to the Agreement, the Corporate Monitor has engaged the services of Life Equity, for the benefit of Centurion, to perform certain Policy services starting on December 1, 2021, including the following categories of services: Onboarding services, Reporting services, Premium Administration services, Premium Optimization services, Policy Information services, Insured Management services, and Maturity Management services, all of which are further described in Schedule I of the Agreement. Life Equity agrees to supply the professional services and to perform the scope of work identified on Schedule I of the Agreement (collectively, the “Services”), subject to the approval of this Court.

9. Life Equity shall perform its obligations under the Agreement in a manner that satisfies applicable law and regulations, including, without limitation, those relating to dissemination of medical information, privacy, regulatory reporting, and record keeping requirements, and shall perform its obligations under the Agreement in a manner that is customary and reasonable and in a like manner to that which would have been carried out by Life Equity with respect to insurance policies Life Equity might hold for its own account.

10. As set forth in the Agreement, Life Equity has agreed to perform the Services for Centurion, according to the following rate structure, which is lower than the current Lexserv rate structure:

- a. The Aggregate Servicing Fee for Services listed in items 1 through 21 on Schedule I of the Agreement shall be \$56.25 per Policy, per month or fraction thereof. Centurion may add Policies with the prior written consent of the Teleios Parties and by providing written notice to Life Equity of Centurion’s intent to add additional

Policies. Life Equity may from time to time adjust such fees, but the Servicer shall not adjust the Servicing Fee more than once in any 12-month period.

- b. In addition to the Services, Life Equity may provide the following additional Services as requested, from time to time, by Centurion:

<b>Medical Information and Records Update Services</b>	
<u>Medical Records Updates</u> Obtain updated medical records for an insured.	\$50 per physician or medical facility
<u>Life Expectancy Report Updates</u> Obtain updated life expectancy report for an insured.	\$25 per report
<u>Physician Information Update</u> Obtain updated physician information for an insured.	\$25 per insured, only if new information is found
<u>HIPAA Release Update</u> Obtain updated HIPAA-compliant medical release for an insured.	\$50 per insured
<u>Pharmacy and Lab Tests Screening</u> Obtain prescription and lab test results for an insured.	\$50 per request that results in database hit

<b>Other Services</b>	
<u>Change of Ownership or Beneficiary</u> Process change of ownership and beneficiary designations.	\$100 per Policy
<u>Ad Hoc Requests</u> Reporting, document production, data room management and other service requests not in the normal course.	Servicing Fee to be agreed by the Servicer and Company.

- c. In addition to the payment of the Servicing Fee, in respect of the Life Equity's out-of-pocket extraordinary expenses in connection with its servicing activities under this Agreement, Centurion shall reimburse, or cause to be reimbursed, to the Servicer all amounts advanced by Life Equity to fund premiums and any other amounts advanced or expended by Life Equity in an amount not to exceed \$500 per occurrence, unless an amount in excess of \$500 for any particular occurrence shall have been pre-approved in writing by Centurion.

11. Centurion may terminate the Services of the Servicer with respect to one or more Policies upon written notice. Should Centurion terminate any Services of the Servicer with respect to any Policy under Section 4.01 of the Agreement, Centurion shall pay to Life Equity a fee equal to thirty (30) days of service per Policy so terminated (a "Service Termination Fee") and such fee shall be payable within thirty (30) days of the written notice required under this section.

12. Life Equity may resign as the Servicer by giving not less than sixty (60) days prior written notice to the Company and the Teleios Parties (as defined in the Agreement).

13. Life Equity has agreed to perform the Services pursuant to the terms of the Agreement. Life Equity agrees to treat as confidential and, where applicable, as privileged any Personal Identifying Information and any and all information related to the Corporate Monitor engagement and any of its subsidiaries and affiliates, as well as any information related to the engagement.

14. Life Equity is headquartered in Akron, Ohio, and is one of the most experienced life settlement providers and purchasers of structured settlements and annuities. Life Equity has been in the life settlement segment of the life insurance industry since 2000 and has achieved its goals by operating with the highest professional, legal, and ethical standards. Life Equity's industry leadership encompasses one of the largest policy administration and servicing platforms

and providing extensive advisory services for institutional investors. Life Equity has earned national recognition as an industry leader with a proven track record of success

15. The Corporate Monitor, through counsel and in the exercise of his professional business judgment, has negotiated the terms of the Agreement and believes that employing Life Equity on behalf of Centurion is in the best interests of the estate because Life Equity has the experience and resources to efficiently and effectively provide the Services as set forth in the Agreement to maximize the value of the Policies.

**WHEREFORE**, Daniel J. Stermer, as Corporate Monitor, respectfully requests entry of the proposed agreed Order attached as **Exhibit “B”**, approving the Agreement with Life Equity, effective as of December 1, 2021 to provide the Services set forth herein and in the Agreement, and for such other and additional relief as the Court deems just and proper.

Dated: December 3, 2021

Respectfully submitted,

BERGER SINGERMAN LLP  
*Counsel for Corporate Monitor*  
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By: /s/ Brian G. Rich

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## CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on December 3, 2021, the foregoing was filed using the Florida Court's E-Filing Portal, which served a copy of the foregoing electronically upon all electronic service parties. I further certify that a true and correct copy of the foregoing was served by electronic transmission and first class, U.S. Mail upon all parties on the attached Service List.

By: /s/ Brian G. Rich  
Brian G. Rich

### SERVICE LIST

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# **EXHIBIT “A”**

(Servicer Agreement with Life Equity)

## **SERVICING AGREEMENT**

This **SERVICING AGREEMENT** is dated as of December [ ], 2021 (this “**Agreement**”), by and between Life Equity LLC, an Ohio limited liability company, as servicer (the “**Servicer**”), and Centurion Funding SPV II, LLC, a Delaware limited liability company (the “**Company**”).

### **PRELIMINARY STATEMENTS:**

WHEREAS, the Company holds a portfolio of life insurance policies issued by life insurance companies (each, an “**Insurer**”) insuring the lives of certain individuals (each, an “**Insured Individual**”) and is engaged in the life settlement business;

WHEREAS, the Company desires to appoint the Servicer to act as servicer in matters relating to the ongoing administration and servicing of the portfolio of policies it owns and listed hereto on **Schedule II** (each, a “**Policy**”), and the Servicer desires to accept such appointment to act as servicer on the terms and conditions hereinafter set forth; and

WHEREAS, reference is hereby made to that certain (i) Credit Agreement, dated as of December 14, 2018 (such agreement, as it may be amended, supplemented, amended and restated or otherwise modified from time to time in accordance with its terms, the “**Credit Agreement**”), by and between the Company and Teleios LS Holdings V DE, LLC, a Delaware limited liability company, as lender (the “**Lender**”) and (ii) Preferred Units Purchase Agreement, dated as December 14, 2018 (the “**Preferred Units Purchase Agreement**”), and collectively with the Credit Agreement, the “**Teleios Agreements**”), by and between the Company and Teleios LS Holdings IV DE, LLC (“**Teleios IV**”). Individually, the Lender or Teleios IV, a “**Teleios Party**”, and, collectively, the Lender and Teleios IV, the “**Teleios Parties**”.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto agree as follows:

### **ARTICLE I APPOINTMENT OF SERVICER**

Section 1.01 **Usage of Terms**. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; section, subsection, exhibit and schedule references contained in this Agreement are references to sections, subsections, exhibits and schedules in or to this Agreement unless otherwise specified; with respect to all terms in this Agreement, the singular includes the plural and the plural includes the singular; words importing any gender include the other genders; references to “writing” include printing, typing, lithography and other means of reproducing words in a visible form; references to agreements (including to this Agreement) and other contractual instruments include all exhibits, schedules and other attachments thereto and all subsequent amendments, amendments and restatements and supplements thereto or changes therein entered into in accordance with their respective terms and not prohibited by this Agreement; references to Persons include any individual, corporation, partnership, joint venture, association, joint-stock company, limited liability company, trust, unincorporated association,

Governmental Authority (as defined below) or any other entity and their respective permitted successors and assigns; references to laws include their amendments and supplements, the rules and regulations thereunder and any successors thereto; and the term “including” means “including without limitation. Appointment of Servicer. The Company appoints and engages the Servicer beginning on the date hereof, on the terms and subject to the conditions set forth herein, as servicer until the expiration or termination of this Agreement, with respect to all Policies listed on Schedule II hereto, and the Servicer hereby accepts such appointment. The Company may add policies to Schedule II with the prior written consent of the Teleios Parties and by providing written notice to the Servicer of the Company’s intent to so amend Schedule II and such amendment shall be effective upon the Servicer’s receipt of such written notice with the Teleios Parties’ written consent thereto. The Company shall take such action and/or execute and deliver, or cause to be executed and delivered, all further assurances, documents and/or instruments, as may be reasonably requested by the Servicer from time to time to effectuate the purpose of this Agreement, including, but not limited to, executing a written instrument authorizing each Insurer to provide Policy information to the Servicer as the Servicer may reasonably require to perform its obligations under this Agreement. Further, the Company shall use commercially reasonable efforts to provide or cause to be provided all notices and other correspondence received thereby from Insurers to the Servicer.

Section 1.03 Business Day. For purposes of this Agreement (including any schedules attached hereto), “Business Day” means any day other than a Saturday, Sunday or day on which commercial banking institutions in Cleveland, Ohio or New York, New York are authorized or obligated by law, executive order or government decree to be closed.

## ARTICLE II COMPENSATION

Section 2.01 Compensation. In connection with the services provided under this Agreement, the Company shall pay to the Servicer the fees identified on Schedule I (the “Servicing Fee”) attached hereto in the manner specified in such Schedule. The Servicer may from time to time adjust such fees, but the Servicer shall not adjust the Servicing Fee more than once in any 12-month period.

Section 2.02 Costs to Maintain Policies. The Company shall be responsible for the payment of premiums and all other third party expenses related to the maintenance and administration of the Policies (including, without limitation, costs and expenses, if any, of collecting benefits under any Policy, costs and expenses of any extraordinary investigative procedures related to locating or verifying the health status of any missing Insured, and reasonable attorneys’ fees, expert fees and other third party costs and expenses associated with any legal proceedings related to the enforcement of rights (including, without limitation, the collection of amounts under any Policy)). In addition to the payment of the Servicing Fee, in respect of the Servicer’s out-of-pocket extraordinary expenses in connection with its servicing activities under this Agreement, the Company shall reimburse, or cause to be reimbursed, to the Servicer all amounts advanced by the Servicer to fund premiums and any other amounts advanced or expended by the Servicer in an amount not to exceed \$500 per occurrence, unless an amount in excess of \$500 for any particular occurrence shall have been pre-approved in writing by the Company. Notwithstanding anything in this Section 2.02 to the contrary, the Servicer has no obligation to

expend or advance any monies for the payment of any of the expenses of the Company (whether for the payment of premiums, litigation-related matters or otherwise, and whether or not any such advancement has been approved by the Company) and no such advancement of monies shall create any future obligation to make any such advancement of monies.

### ARTICLE III SERVICES

Section 3.01 Standard of Care. The Servicer shall perform its obligations under this Agreement in a manner that satisfies applicable law and regulations, including, without limitation, those relating to dissemination of medical information, privacy, regulatory reporting and record keeping requirements, and shall perform its obligations under this Agreement in a manner that is customary and reasonable and in a like manner to that which would have been carried out by the Servicer with respect to insurance policies the Servicer might hold for its own account and which would be used by prudent servicers for this type of asset.

Section 3.02 Services. The Servicer shall perform the services designated on Schedule I attached hereto. From time to time, the Company may amend Schedule I to include additional services that the Servicer may provide, with the written consent of the Teleios Parties (such consent not to be unreasonably withheld or delayed). The Company shall pay for any such additional services added to Schedule I at the Servicer's rate in place for the additional services at the time of the amendment(s) to Schedule I.

### ARTICLE IV TERMINATION, RESIGNATION AND SUCCESSOR

Section 4.01 Termination of the Servicer. Without limiting clause (i) of the last sentence of Section 8.18(a), this Agreement shall continue until terminated as set forth below:

(a) The Company may terminate the services of the Servicer with respect to one or more Policies upon written notice. Should the Company terminate any services of the Servicer with respect to any Policy under this Section 4.01, the Company shall pay to the Servicer a fee equal to thirty (30) days of service per Policy so terminated (a "Service Termination Fee") and such fee shall be payable within thirty (30) days of the written notice required under this section.

(b) Upon the sale, assignment or disposition of a Policy by the Company, the Company shall use commercially reasonable efforts to give the Servicer written notice of such sale, assignment or disposition and provide the Servicer with contact information for the new owner of such Policy and the Policy that has been sold, assigned or disposed of shall cease to be a Policy for purposes of this Agreement. Upon receiving such notice, or upon receipt of a notice from the Company that a death benefit has been received, the Servicer shall no longer be required to provide services for such Policy. Upon the latter of the Servicer's delivery of a Death Certificate or the Servicer completing the Claims Processing (as defined in Schedule I) with respect to an Insured Individual, the Servicer shall no longer provide services with respect to such Policy.

Section 4.02 Immediate Termination. Without limiting clause (i) of the last sentence of Section 8.18(a), if any of the following events occurs: (a) any proceeding under the Bankruptcy Code or any other applicable federal or state bankruptcy, insolvency or other similar law shall have been commenced relative to the Servicer, (b) a receiver, an assignee or a trustee in a bankruptcy or reorganization, a liquidator, a sequestrator or a similar official shall have been appointed for or taken possession of the Servicer or its property, (c) any other comparable judicial proceedings relative to the Servicer or to its property shall have been commenced, (d) the Servicer shall have made a general assignment for the benefit of creditors, (e) the Servicer's breach of the terms or conditions of this Agreement (other than Section 3.01) or (f) the Servicer's material breach of applicable law or regulations, then, in each case, the Company may, in its sole discretion, immediately terminate all the rights and obligations of the Servicer under this Agreement by providing written notice of such termination to the Servicer. Upon such termination, the Servicer shall not be entitled to and the Company shall not be liable for any Service Termination Fees. For purposes of this Section 4.02, "Bankruptcy Code" means the United States Bankruptcy Code, 11 U.S.C. Section 101 et seq., as amended from time to time.

Section 4.03 Resignation of the Servicer. The Servicer may resign as the Servicer by giving not less than sixty (60) days prior written notice to the Company and the Teleios Parties, which prior written notice shall specify the date on which the desired resignation shall become effective.

Section 4.04 Selection of Successor Servicer. Upon the Servicer's termination pursuant to Section 4.02, the Servicer's resignation in accordance with Section 4.03 or the parties' agreement to terminate this Agreement, the Servicer shall continue to perform its functions as the Servicer under this Agreement until the earlier of (a) the date any successor servicer acceptable to the Teleios Parties (such consent not to be unreasonably withheld) (the "Successor Servicer") is appointed by the Company to service the Policies (the "Successor Servicer Commencement Date") or (b) as applicable, (i) thirty (30) days from the date of notice of the Servicer's termination or the parties' agreed termination of this Agreement or (ii) sixty (60) days from the date of notice of the Servicer's resignation. From the time of the Servicer's termination or resignation until the earlier of (1) the Successor Servicer Commencement Date or (2) as applicable, (A) thirty (30) days from the date of notice of the Servicer's termination or the parties' agreed termination of this Agreement or (B) sixty (60) days from the date of notice of the Servicer's resignation, the Servicer shall be entitled to receive the compensation and related expense reimbursement described in Article III.

Section 4.05 Transition to Successor Servicer.

(a) The Servicer shall take all such action reasonably requested by the Company and the Teleios Parties and shall reasonably cooperate with the Company and the Teleios Parties to facilitate the transition of the services to a Successor Servicer.

(b) Upon the earlier of (i) thirty (30) days after the Successor Servicer Commencement Date, (ii) thirty (30) days from the date of notice of the Servicer's termination or the parties' agreed termination of this Agreement or (iii) sixty (60) days from the date of notice of the Servicer's resignation, the Servicer shall return or transfer to the Company with a copy to Teleios Parties or a party designated by the Teleios Parties all property and information relating to the Policies and Insured Individuals, including, but not limited to, all files obtained by the Servicer

or produced by the Servicer for the benefit of the Company. The Servicer shall promptly deliver all such property and information to the Company with a copy to Teleios Parties or the Teleios Parties' designee; *provided, however*, that the Servicer shall be permitted to make copies of any files or data as may be required or may be anticipated by the Servicer to be required for the Servicer to meet any obligations and responsibilities under applicable law or bona fide document retention policy.

Section 4.06 Survival. Notwithstanding anything contained in this Article IV to the contrary, Sections 2.01, 2.02, 4.04, and Articles VI and VIII (except Sections 8.01 and 8.17) shall survive termination of this Agreement. Additionally, (i) the representations and warranties of the Servicer and the Company set forth in Article V, and (ii) subject to the express limitation contained in Section 7.01(a), the indemnification obligations of the Servicer and the Company set forth in Article VII shall in each case survive for a period of six (6) months following the termination of this Agreement.

## ARTICLE V REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 5.01 Representations, Warranties and Covenants of Servicer. The Servicer hereby represents and warrants as of the date of this Agreement, and covenants, in the case of Section 5.01(i), to the Company as follows:

(a) Organization. The Servicer is an Ohio limited liability company duly organized, validly existing and is in good standing under the laws of the jurisdiction of its organization and has full power and authority to own its properties and to conduct its business as such properties are presently owned and such business is presently conducted and has organizational power, authority and legal right to service the Policies.

(b) Due Qualification. The Servicer is duly qualified to do business as an Ohio limited liability company and has obtained and currently maintains all necessary licenses and approvals in all jurisdictions in which the ownership or lease of property or the conduct of its business requires such qualification, licenses or approvals and in which jurisdictions the failure so to qualify or to obtain such licenses and approvals or to preserve and maintain such qualification, licenses or approvals would reasonably be expected to adversely affect its ability to perform its obligations under this Agreement.

(c) Power and Authority. The Servicer (i) has all necessary power and authority and right (A) to execute and deliver this Agreement and (B) to perform its obligations under this Agreement and (ii) has duly authorized by all necessary action the execution, delivery and performance of, and the consummation of the services provided for in, this Agreement.

(d) Binding Obligations. This Agreement has been duly authorized, executed and delivered by the Servicer, and, assuming the Agreement has been duly authorized, executed and delivered by the Company, constitutes a legal, valid, binding and enforceable agreement, subject to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally or by general equitable principles, whether considered in a proceeding at law or in equity.

(e) No Conflict or Violation. The execution, delivery and performance of, and the consummation of the transactions contemplated by, this Agreement, and the fulfillment of the terms hereof, will not (i) conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a material default under (A) its organizational documents, or (B) any material indenture, loan agreement, mortgage, deed of trust, or other agreement or instrument to which it is a party or by which it or any of its respective properties is bound, or (ii) conflict with or violate any federal, state, local or foreign law or any decision, decree, order, rule or regulation applicable to it of the United States of America, any federal, state, local or other political subdivision thereof or any entity exercising executive, legislative, judicial, regulatory or administrative functions thereof or pertaining thereto (each, a “Governmental Authority”) having jurisdiction over it, which conflict, breach, default or violation described in clause (i)(B) and clause (ii), individually or in the aggregate, would reasonably be expected to materially and adversely affect its ability to perform its obligations under this Agreement.

(f) Litigation and Other Proceedings. (i) There is no action, suit, proceeding or investigation pending or, to its best knowledge, threatened, against the Servicer before any Governmental Authority having jurisdiction over the Servicer and (ii) the Servicer is not subject to any order, judgment, decree, injunction, stipulation or consent order of or with any Governmental Authority that, in the case of either of the foregoing clauses (i) and (ii), (A) asserts the invalidity of this Agreement, (B) seeks to prevent the consummation of any of the transactions contemplated by this Agreement, or (C) seeks any determination or ruling that, in its reasonable judgment, would materially and adversely affect the performance of its obligations under this Agreement or the validity or enforceability of this Agreement.

(g) Insurance. The Servicer maintains liability insurance of at least \$5,000,000.

(h) No Consents. No consent, approval, authorization or order of or declaration or filing with any Governmental Authority having jurisdiction over the Servicer or its properties is required to be obtained by the Servicer for the consummation of the transactions provided for under this Agreement except such as have been duly made or obtained.

(i) Covenants:

(i) The Servicer shall notify the Company of any litigation, action, suit, proceeding or investigation instituted against it relating to its servicing business.

(ii) The Servicer shall maintain the level of insurance listed in Section 5.01(g) and shall notify the Company of any lapse in coverage or upon any successful claim made thereunder.

Section 5.02 Representations and Warranties of Company. The Company hereby represents and warrants to the Servicer as of the date of this Agreement as follows:

(a) Organization. The Company is a Delaware limited liability company duly organized, validly existing and is in good standing under the laws of the jurisdiction of its organization and has full power and authority to own its properties and to conduct its business as



such properties are presently owned and such business is presently conducted and had at all relevant times, and shall now have, organizational power, authority and legal right to acquire and own the Policies.

(b) Due Qualification. The Company is duly qualified to do business and has obtained and currently maintains all necessary licenses and approvals in all jurisdictions in which the ownership or lease of property or the conduct of its business requires such qualification, licenses or approvals and in which jurisdictions the failure so to qualify or to obtain such licenses and approvals or to preserve and maintain such qualification, licenses or approvals would reasonably be expected to adversely affect its ability to perform its obligations under this Agreement.

(c) Power and Authority. The Company (i) has all necessary power and authority or right (A) to execute and deliver this Agreement and (B) to perform its obligations under this Agreement and (ii) has duly authorized by all necessary action the execution, delivery and performance of, and the consummation of the services provided for in, this Agreement.

(d) Binding Obligations. This Agreement has been duly authorized, executed and delivered by the Company, and, assuming the Agreement has been duly authorized, executed and delivered by the Servicer, constitutes a legal, valid, binding and enforceable agreement, subject to bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws affecting creditors' rights generally or by general equitable principles, whether considered in a proceeding at law or in equity.

(e) No Conflict or Violation. The execution, delivery and performance of, and the consummation of the transactions contemplated by, this Agreement, and the fulfillment of the terms hereof, will not (i) conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a material default under (A) its organizational documents, or (B) any material indenture, loan agreement, mortgage, deed of trust, or other agreement or instrument to which it is a party or by which it or any of its respective properties is bound, or (ii) conflict with or violate any federal, state, local or foreign law or any decision, decree, order, rule or regulation applicable to it of any Governmental Authority having jurisdiction over it, which conflict, breach, default or violation described in clause (i)(B) and clause (ii), individually or in the aggregate, would reasonably be expected to materially and adversely affect its ability to perform its obligations under this Agreement.

(f) Litigation and Other Proceedings. Except with respect to that certain *Agreed Order Granting Plaintiff's Consent Motion for Appointment of Corporate Monitor and Related Injunctive Relief* dated September 14, 2021 by the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, Civil Division (i) there is no action, suit, proceeding or investigation pending or, to its best knowledge, threatened, against the Company before any Governmental Authority having jurisdiction over the Company and (ii) the Company is not subject to any order, judgment, decree, injunction, stipulation or consent order of or with any Governmental Authority that, in the case of either of the foregoing clauses (i) and (ii), (A) asserts the invalidity of this Agreement, (B) seeks to prevent the consummation of any of the transactions contemplated by this Agreement or (C) seeks any determination or ruling that, in its reasonable

judgment, would materially and adversely affect the performance of its obligations under this Agreement or the validity or enforceability of this Agreement.

## ARTICLE VI CONFIDENTIALITY

Section 6.01 Confidentiality Obligation of Servicer. The Servicer shall comply with all applicable laws regarding the confidentiality and safekeeping of any medical, health, financial and personal information about the related Insured Individual, the original seller, any related beneficiary, any Person authorized to act for the Insured Individual, any spouse of the Insured Individual or any related beneficiary or any third party, including such Person's name, street or mailing address, electronic mail address, telephone or other contact information, employer, social security or tax identification number, date of birth, driver's license number, state identification card number, financial account, credit or debit card number, health insurance information, or photograph or documentation of identity or residency (collectively, "Personally Identifiable Information"). The Servicer shall comply, and shall cause its agents and representatives to comply, with the following restrictions: with respect to any Policy, no Personally Identifiable Information with respect to such Policy shall be disclosed to any Person except as necessary to fulfill its obligations hereunder or unless required by law; *provided* that, such information may be disclosed on a confidential basis to (i) Persons that have acquired, or that are participating in discussions with the Company regarding a proposed or potential acquisition of, such Policy (including beneficial ownership of such Policy or all or part of the related death benefit or other rights and interests relating to such Policy) and their respective legal advisors, (ii) to any Successor Servicer or (iii) the Teleios Parties and their designees (including, without limitation, Teleios Consulting II DE, LLC.) Confidentiality Obligation of Company. The Company shall comply will all applicable laws regarding the confidentiality and safekeeping of any Personally Identifiable Information. The Company understands that certain pricing information contained in this Agreement is deemed the Servicer's proprietary business information and the Company agrees to maintain the strictest confidentiality of such pricing information to any third party without first receiving the prior written consent of the Servicer.

## ARTICLE VII INDEMNIFICATION

### Section 7.01 Indemnification.

(a) Indemnification by the Servicer. The Servicer shall indemnify and hold harmless the Company from and against any and all damages, losses, claims, actions, suits, demands, judgments, liabilities (including penalties), obligations, and reasonable costs and expenses (including reasonable attorneys' fees and disbursements) awarded against or incurred by any of them arising out of or resulting from (a) any representation or warranty made by the Servicer hereunder having been untrue or incorrect in any material respect when made or deemed to have been made or (b) any breach by the Servicer of any of its obligations hereunder, or act or omission of the Servicer in performing this Agreement which, in either case, constitutes gross negligence or willful misconduct. Notwithstanding the provision above in this Section 7.01(a), the Servicer's obligations under this Section shall not extend to any consequential damages, punitive damages or any other form of non-direct or non-actual damages.

(b) Indemnification by the Company. The Company shall indemnify and hold harmless the Servicer from and against any and all damages, losses, claims, actions, suits, demands, judgments, liabilities (including penalties), obligations, and reasonable costs and expenses (including reasonable attorneys' fees and disbursements) awarded against or incurred by any of them arising out of or resulting from (a) any representation or warranty made by the Company hereunder having been untrue or incorrect in any material respect when made or deemed to have been made or (b) any breach by the Company of any of its obligations hereunder, or act or omission of the Company in performing this Agreement which, in either case, constitutes gross negligence or willful misconduct. Notwithstanding the provision above in this Section 7.01(b), the Company's obligations under this Section shall not extend to any consequential damages, punitive damages or any other form of non-direct or non-actual damages.

Section 7.02 Carrier Notice. For each Policy, the Company must ensure that the Servicer is named as a recipient to receive all notices sent in the ordinary course of business by an Insurer related to a Policy (the "Insurer Notices"), including, but not limited to grace and/or lapse notices. If the Company does not take the necessary actions (the "Actions") to ensure compliance with the previous sentence with respect to a Policy, the Servicer shall not be responsible for any damages whatsoever with respect to any event related to such Policy if such event could have been remedied in any way had the Servicer received the Insurer Notices it would have received had the Company taken the Actions. If a formal policy of an Insurer prevents the Insurer from sending the Insurer Notices to the Servicer, the Company must use commercially reasonable efforts to provide all Insurer Notices to the Servicer in a timely fashion. If the Company fails to provide an Insurer Notice to the Servicer in a timely fashion, the Servicer shall not be responsible for any damages whatsoever with respect to any event related to any Policy if such event could have been remedied in any way had the Company provided a particular Insurer Notice to the Servicer in a timely fashion. The Servicer shall send copies of the Insurer Notices it receives to the Teleios Parties.

## ARTICLE VIII MISCELLANEOUS

Section 8.01 Amendments. Without limiting the last sentence of Section 8.18(a), no amendment, modification, discharge or waiver of any provision of this Agreement, and no consent to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the Company and the Servicer, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which it is given.

Section 8.02 Payment of Expenses and Fees Upon Breach. If the Company fails to pay to the Servicer any amounts, including all amounts payable to the Servicer under Article III, within fifteen (15) days after they become due under this Agreement, in addition to the payment of such amounts, the Company shall pay, or cause to be paid, to the Servicer, interest on such amounts at a premium rate equal to the three-year swap rate plus 5%, accruing from the date beginning fifteen (15) days after such amounts became due under this Agreement. In addition, the Company shall reimburse, or cause to be reimbursed, the Servicer for any losses, liabilities and/or expenses (including attorney's fees and other professional fees and expenses incurred in connection with collection efforts or the defense of any suit or action) incurred in connection with the Company's failure to pay or cause to be paid the amounts described in the preceding sentence or to enforce any other right under this Agreement Notices, Etc. All demands, notices and communications

hereunder shall be in writing and shall be deemed to have been duly given if personally delivered at, sent by facsimile or email to, sent by courier at or mailed by certified or registered mail, return receipt requested, to any party hereto at its address set forth below or at such other address as shall be designated by such party in a written notice to such other parties. In connection with any purported amendment, modification, discharge, waiver, termination, release or assignment of this Agreement, the Teleios Parties will provide Servicer with written notice of whether (i) any Obligations or other Secured Obligations (each as defined in the Credit Agreement) are outstanding under any Loan Document (other than contingent obligations and any other obligations that survive repayment of such obligations for which no claim has been made), and (ii) any Preferred Units Obligations or any other Secured Preferred Units Obligations (each as defined in the Preferred Units Purchase Agreement) are outstanding under any Preferred Units Document (other than contingent obligations and any other obligations that survive repayment of such obligations for which no claim has been made). The Servicer shall copy the Teleios Parties on all demands, notices and communications the Servicer sends to the Company, using the same communication method used to notify the Company at the Teleios Parties' address set forth below or at such other address as shall be designated by the Teleios Parties in a written notice to the Servicer:

If to the Servicer:

Life Equity LLC  
530 South Main Street, Suite 1731  
Akron, OH 44311  
Attn: Legal Department  
Email: legal@lifeequity.com

If to Company:

Centurion Funding SPV II, LLC  
301 Yamato Road, Suite 2250  
Boca Raton, FL 33432  
Attn: Brian J. Schwartz  
Email: [\_\_\_\_\_]

If to the Teleios Parties:

Teleios LS Holdings V DE, LLC  
333 S. Grand Avenue, 28th Floor  
Los Angeles, CA 90071  
Attn: Brook Hinchman and Justin Finemel  
Email: bhinchman@oaktreecapital.com and jfinemel@teleiosadvisors.com

Teleios LS Holdings IV DE, LLC  
333 S. Grand Avenue, 28th Floor  
Los Angeles, CA 90071  
Attn: Brook Hinchman and Justin Finemel  
Email: bhinchman@oaktreecapital.com and jfinemel@teleiosadvisors.com

Section 8.04 Governing Law. This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall in all respects be governed by, and construed in accordance with, the internal laws of the State of New York, without reference to its conflict of laws provisions (other than Section 5-1401 of the New York General Obligation Law), and the obligations, rights and remedies of the Parties hereunder shall be determined in accordance with such laws.

Section 8.05 Submission to Jurisdiction; Waiver of Jury Trial. EACH OF THE PARTIES HERETO IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY FEDERAL OR STATE COURT SITTING IN NEW YORK, NEW YORK IN RESPECT OF ANY ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH PROCEEDINGS IN ANY SUCH COURT AND ANY CLAIM THAT ANY PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. EACH PARTY HERETO IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION ARISING OUT OF OR IN ANY WAY IN CONNECTION WITH THE NEGOTIATION, EXECUTION, DELIVERY AND PERFORMANCE OF THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY, IN ANY CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

Section 8.06 Relationship of Parties. This Agreement sets forth the entire scope of the Servicer's duties, functions and responsibilities in connection with the transactions contemplated hereby, and no implied duties or functions shall be imposed upon or made applicable to the Servicer in connection therewith. The parties hereto do not intend to create a relationship of principal and agent between the Servicer and any other party hereto, nor do they intend to create a joint venture or partnership. The parties hereto do not intend for the Servicer to be an agent or representative of any other party hereto except as expressly provided herein, and no party hereto shall be liable for or bound by any representation, act or omission whatsoever of any other party.

Section 8.07 Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or electronic copy shall constitute delivery of a manually executed counterpart of this Agreement.

Section 8.08 Severability. The provisions of this Agreement shall be severable. If any provision hereof is held to be invalid, void or otherwise unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

Section 8.09 Entire Agreement. This Agreement (including any schedules attached hereto) contains the entire agreement of the parties hereto with respect to the subject matter contained herein 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. All schedules attached to this Agreement are incorporated herein and form part of this Agreement.

Section 8.10 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. No waiver of any breach of or non-compliance with this Agreement shall be held to be a waiver of any other or subsequent breach or non-compliance. All remedies, either under this Agreement or by law or otherwise afforded, will be cumulative and not alternative.

Section 8.11 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Company, the Servicer and their respective successors and permitted assigns (including the Teleios Parties).

Section 8.12 Third-Party Rights. Subject to the immediately following sentence, nothing in this Agreement shall be deemed to create any right in any person not a party hereto, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third person. Each of the Teleios Parties shall be an express third party beneficiary of this Agreement, including having the right to enforce the Company's rights, and the Servicer's obligations, under this Agreement, as if each of the Teleios Parties is a direct party to this Agreement.

Section 8.13 Assignment. Without limiting Section 8.18(a), no party hereto may assign any of its rights and obligations hereunder or any interest herein without the prior written consent of the other party and, (i) so long as any Advance, other Obligations or other Secured Obligations (each as defined in the Credit Agreement) is outstanding under any Loan Document (other than contingent obligations and any other obligations that survive repayment of such obligations for which no claim has been made), the Lender, which consent may be withheld in such party's sole discretion or (ii) so long as any Preferred Units Distributions, other Outstanding Preferred Units Amount, Preferred Units Obligations or any other Secured Preferred Units Obligations (each as defined in the Preferred Units Purchase Agreement) is outstanding under any Preferred Units

Document (other than contingent obligations and any other obligations that survive repayment of such obligations for which no claim has been made), Teleios IV, which consent may be withheld in such party's sole discretion.

Section 8.14 Headings. The headings herein are for purposes of reference only and shall not otherwise affect the meaning or interpretation of any provision hereof.

Section 8.15 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 8.16 Further Assurances. The Company and the Servicer each agree to execute and deliver such additional instruments and other documents, and to take all such further actions, as may be reasonably necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement.

Section 8.17 Limited Recourse; Non-Petition.

(a) Except as otherwise stated herein, the obligations of the Company under this Agreement are solely the obligations of the Company and payable from and recourse only to the assets of the Company. No recourse shall be had for the payment of any amount owing by the Company hereunder, or for the payment by the Company of any fee in respect hereof or any other obligation or claim of or against the Company arising out of or based on this Agreement, against any partner, owner, beneficiary, officer, director, employee or agent of the Company except as expressly contemplated hereby. Nothing in this Section 8.17(a) shall relieve the Company from any liability which the Company may otherwise have in such capacity for its own gross negligence or willful misconduct.

(b) The obligations of the Servicer under this Agreement are solely the obligations of the Servicer and payable from and recourse only to the assets of the Servicer. No recourse shall be had for the payment of any amount owing by the Servicer hereunder, or for the payment by the Servicer of any fee in respect hereof or any other obligation or claim of or against the Servicer arising out of or based on this Agreement, against any partner, owner, beneficiary, agent, officer, director, employee or agent of the Servicer; *provided, however*, that nothing in this Section 8.17(b) shall relieve the Servicer from any liability which the Servicer may otherwise have in such capacity for its own gross negligence or willful misconduct.

(c) The Servicer hereby agrees not to commence, or join in the commencement of, any proceedings in any jurisdiction for the bankruptcy, winding-up or liquidation of the Company or any similar proceedings, in each case prior to the date that is one year and one day (or if longer, any applicable preference period plus one day) after the payment in full of all amounts owing to the parties under the Teleios Agreements. The restrictions set forth in the immediately preceding sentence are a material inducement for the Teleios Parties to enter into the Teleios Agreements, and for the Company to enter into this Agreement, and are an essential term of this Agreement. Each Teleios Party may seek and obtain specific performance of such restrictions (including injunctive relief), including in any bankruptcy, winding-up, liquidation or similar proceedings. Nothing in this Section 8.17(c) shall limit the right of the Servicer to file any claim

or otherwise take any action with respect to any proceeding of the type described in this Section 8.17(c) that was instituted by the Company or against the Company by any Person other than the Servicer.

Section 8.18 Teleios Parties' Rights and Termination Thereof.

(a) The Servicer (i) acknowledges that in connection with the Teleios Agreements, the Company has granted to the Teleios Parties liens on and continuing security interests in the Company's property, including on and in (A) the Policies, (B) the Policy Files and Policy Documents (each as defined in the Teleios Agreements) with respect to the Policies and (C) this Agreement (and all of the proceeds of the foregoing), and (ii) acknowledges and agrees that (A) the Company is permitted to collaterally transfer, convey and assign to the Teleios Parties, and grant to the Teleios Parties a lien on and continuing security interest in, the Company's right, title and interest in, to and under this Agreement pursuant to the Teleios Agreements, (B) notwithstanding any such transfer, conveyance, assignment or grant, neither the Lender nor Teleios IV shall have any obligation or liability under this Agreement, including not being obligated to perform any of the Company's obligations, (C) the Teleios Parties shall be permitted to exercise the Company's rights, and the Servicer's obligations, under this Agreement in accordance with the terms hereof, and (D) to the extent that the Servicer receives any notice or instruction from a Teleios Party that conflicts with any notice or instruction from the Company, such notice or instruction from a Teleios Party shall control. So long as any (i) Advance, other Obligations or other Secured Obligations (each as defined in the Credit Agreement) is outstanding under any Loan Document (other than contingent obligations and any other obligations that survive repayment of such obligations for which no claim has been made), or (ii) Preferred Units Distributions, other Outstanding Preferred Units Amount, Preferred Units Obligations or any other Secured Preferred Units Obligations (each as defined in the Preferred Units Purchase Agreement) is outstanding under any Preferred Units Document (other than contingent obligations and any other obligations that survive repayment of such obligations for which no claim has been made), (1) this Agreement may not be amended, modified, discharged or waived, and the Company may not terminate this Agreement, without the prior written consent of the Teleios Parties and (2) except as contemplated by the immediately preceding sentence, no party hereto may assign any of its rights under this Agreement without the prior written consent of the Teleios Parties. Any such purported amendment, modification, discharge, waiver, release or assignment without such consent shall be void.

(b) With respect to any notice, report or other communication that the Servicer delivers to the Company under this Agreement, the Servicer shall deliver concurrent copies of such notice, report or other communication, as the case may be, to the Teleios Parties (as applicable) in accordance with Section 8.03.

(c) With respect to any access to any online portal (including LEAP™) the Servicer grants to the Company under this Agreement, the Servicer shall grant the same level of access to such online portal to the Teleios Parties.

(d) The rights and privileges of the a Teleios Party under this Agreement shall terminate and be of no further effect upon such Teleios Party's delivering a written notice thereof to the Servicer.



*[Signature pages follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

LIFE EQUITY LLC, as Servicer

By: \_\_\_\_\_  
Name:  
Title:

CENTURION FUNDING SPV II, LLC, as  
Company

By: \_\_\_\_\_  
Name:  
Title:

ACKNOWLEDGED BY:

TELEIOS LS HOLDINGS V DE, LLC

By: \_\_\_\_\_  
Name:  
Title:

TELEIOS LS HOLDINGS IV DE, LLC

By: \_\_\_\_\_  
Name:  
Title:

## Schedule I

### SERVICES SCHEDULE

The aggregate Servicing Fee for services listed in items 1 through 21 below shall be \$56.25 per Policy, per month or fraction thereof.

<b>Category</b>	<b>Activity</b>	<b>Description</b>	<b>Frequency</b>
1. Onboarding	Identify Working Group	<ul style="list-style-type: none"> <li>• Company will provide Servicer with the names and contact details of their staff who will serve as points of contact for Servicer’s Servicing Team.</li> <li>• Servicer will provide Company with a “Working Group List” with the names of Servicer’s Servicing staff who will serve as points of contact for the Company.</li> </ul>	On or about the effective date of the Servicing Agreement, and updated from time to time, as appropriate.
2. Onboarding	Document Assembly	<ul style="list-style-type: none"> <li>• Servicer will provide a secure file transfer facility to receive documents during the onboarding process.</li> <li>• Company uploads electronic documents and couriers any physical documents on the Servicer’s due diligence request that are uploaded to its servicing system.</li> </ul>	One-time per policy, typically within 30 days of the effective date of the Servicing Agreement, or the date when a policy covered by the Servicing Agreement is added to the Company’s portfolio.

Category	Activity	Description	Frequency
3. Onboarding	Policy and Insured Data	<ul style="list-style-type: none"> <li>If available, Company will provide Servicer in electronic form, such as Microsoft Excel, policy and insured information. Specific data fields will be determined by the parties based on availability.</li> </ul>	On or about the effective date of the Servicing Agreement.
4. Onboarding	Insured-Related Document Review and Update	<ul style="list-style-type: none"> <li>Servicer shall review insured information consisting of HIPAA releases, contact information, and designee information and will seek to update if these documents are out of date, expired or invalid.</li> </ul>	One time per Policy, upon receipt of the documents requested in item 2 above.
5. Onboarding	Third-Party Authorizations	<ul style="list-style-type: none"> <li>To facilitate the performance of the Services, Servicer will process Third-Party Authorizations with all insurance companies that accept such authorizations.</li> </ul>	As soon as practicable, but within 10 business days after the effective date of the Servicing Agreement.
6. Onboarding	LEAP™ Online Account Access	<ul style="list-style-type: none"> <li>Servicer grants secure access via the internet to our proprietary Company portal.</li> </ul>	On or about the effective date of the Servicing Agreement.
7. Reporting	Standard	<ul style="list-style-type: none"> <li>Servicer furnishes premium payment information, policy</li> </ul>	Monthly

Category	Activity	Description	Frequency
		values, and insured tracking reports.	
8. Reporting	Standard	<ul style="list-style-type: none"> <li>• Servicer provides “job” (LE orders, medical records, etc.) status reports.</li> </ul>	Weekly
9. Reporting	Custom	<ul style="list-style-type: none"> <li>• On or about the effective date of the Servicing Agreement, Servicer will work with Company to create reasonably requested custom reporting, as appropriate.</li> </ul>	Weekly; Monthly; Quarterly
10. Premium Administration	Payment Advice	<ul style="list-style-type: none"> <li>• Servicer provides a schedule of premium amounts and due dates, as well as, remittance instructions to the policy owner’s payment agent.</li> </ul>	Determined by the payment mode, but typically monthly.
11. Premium Administration	Payment Confirmation	<ul style="list-style-type: none"> <li>• After each premium payment is made, Servicer actively confirms receipt and proper application of premium payments with the insurance company, and works with the policy’s owner or the payment agent to resolve any errors.</li> </ul>	Same interval as the payment mode
12. Premium Administration	Policy Values Update	<ul style="list-style-type: none"> <li>• Servicer contacts the carrier to obtain policy-related information, such as, policy status (in-force, in grace,</li> </ul>	Monthly

Category	Activity	Description	Frequency
		<p>etc.), last premium payment received (amount and date), most recent cost of insurance, account value, cash surrender value, current net death benefit. The preferred means of contact is via telephone, which calls are recorded and archived by Servicer. Servicer can furnish the recorded calls in electronic form to the Company, if requested.</p>	
13. Premium Optimization	Annual Review	<ul style="list-style-type: none"> <li>Upon commencing the servicing engagement, and on an annual basis thereafter coinciding with the policy's anniversary date, Servicer will analyze each Policy's features and costs to optimize future premium payment, including the impact of secondary guarantees and policy riders.</li> </ul>	Annual
14. Premium Optimization	Monthly Monitoring	<ul style="list-style-type: none"> <li>Servicer compares actual premium requirements versus expected premium payments and researches</li> </ul>	Monthly

Category	Activity	Description	Frequency
		<p>deviations (which often requires engaging the carrier) that are reported to the Company</p>	
15. Policy Information	Annual Update	<ul style="list-style-type: none"> <li>Following the anniversary date of each policy, Servicer shall obtain and upload to the Company's online "filing cabinet" that is accessible via the LEAP™ portal updated policy-related documents, including the annual statement, a current verification of coverage, illustration and premium payment history</li> </ul>	Annual
16. Policy Information	Carrier Correspondence Management	<ul style="list-style-type: none"> <li>Servicer will monitor, maintain and manage carrier correspondence received directly from the carrier or from the Company or its representative. While most correspondence is routine, non-standard correspondence (such as COI notices, grace or lapse notices) is promptly furnished to the Company and promptly acted</li> </ul>	As Received



Category	Activity	Description	Frequency
		<p>upon. Correspondence is uploaded to the Company’s online “filing cabinet”</p>	
17. Insured Management	Active Tracking	<ul style="list-style-type: none"> <li>On a quarterly basis (or such intervals permitted by law), we will monitor maturity events, qualitative changes in health care, and changes in contact details by “positive” contact with an insured or designee by telephone, or in certain circumstances at the Servicer’s discretion when telephone contact is not feasible, by mail or email.</li> </ul>	Quarterly
18. Insured Management	Passive Tracking	<ul style="list-style-type: none"> <li>Servicer scans various commercially available death audit and obituary databases to expedite death-to-discovery. We also use several databases to verify changes in insured contact information. Maturity events are reported promptly after discovery to the Company.</li> </ul>	Depending on the database service, daily, weekly, and monthly
19. Insured Management	Non-Cooperative Insureds	<ul style="list-style-type: none"> <li>In the course of its servicing assignment,</li> </ul>	Monthly

Category	Activity	Description	Frequency
		<p>Servicer may encounter insureds who are not responsive regarding updating medical records and LEs. In these cases, Servicer will obtain the Company's consent to escalate Servicer's actions to achieve compliance. In circumstances where a valid power of attorney is present, Servicer will endeavor to use it to facilitate compliance.</p>	
20. Maturity Management	Death Certificate Collection	<ul style="list-style-type: none"> <li>• Servicer will use reasonable efforts to obtain a certified death certificate in the form required by the insurance carrier. Status updates are provided to the Company.</li> </ul>	Maturity Event
21. Maturity Management	Claims Processing	<ul style="list-style-type: none"> <li>• Servicer will use reasonable efforts to obtain and complete claim forms, assemble claim packages, and submit to the insurance carrier for prompt payment. Once the claim package has been filed with the carrier, Servicer is in regular contact</li> </ul>	Maturity Event

Category	Activity	Description	Frequency
		<p>to monitor the claims process. Upon receipt of the benefit, Servicer will confirm that the payment conforms to the terms of the policy. In the event the payment does not, Servicer take reasonable efforts to pursue collection of any deficiency, including interest due; <i>provided, however,</i> that the Servicer shall have no obligation to pursue collection of any death claim that is being challenged by the insurance carrier in or out of court.</p>	

In addition to the services listed above, Servicer may provide the following additional services as requested, from time to time, by the Company.

<b>Medical Information and Records Update Services</b>	
<u>Medical Records Updates</u> Obtain updated medical records for an insured.	\$50 per physician or medical facility
<u>Life Expectancy Report Updates</u> Obtain updated life expectancy report for an insured.	\$25 per report
<u>Physician Information Update</u> Obtain updated physician information for an insured.	\$25 per insured, only if new information is found
<u>HIPAA Release Update</u> Obtain updated HIPAA-compliant medical release for an insured.	\$50 per insured
<u>Pharmacy and Lab Tests Screening</u> Obtain prescription and lab test results for an insured.	\$50 per request that results in database hit

<b>Other Services</b>	
<u>Change of Ownership or Beneficiary</u> Process change of ownership and beneficiary designations.	\$100 per Policy
<u>Ad Hoc Requests</u> Reporting, document production, data room management and other service requests not in the normal course.	Servicing Fee to be agreed by the Servicer and Company.

## Schedule II

### POLICIES

<u>Case ID</u>	<u>Last Name</u>	<u>Insurer</u>	<u>Net Death Benefit</u>	<u>Policy #</u>
TC0003	Alexander	John Hancock Life Insurance Company (USA)	\$1,000,000	93074203
TC0004	Auerbach	Equitable Life Insurance Company	\$1,800,000	157212272
TC0005	Ball	Pacific Life and Annuity Company	\$3,000,000	VF51791100
TC0009	Brady	Lincoln National Life Insurance Company	\$1,000,000	JJ7102588
TC0010	Branscome	Nassau Life Insurance Company	\$3,200,000	97526654
TC0012	Cannilla	Wilton Reassurance Life Company of New York	\$2,000,000	LN00580230
TC0013	Carrozza	Pacific Life and Annuity Company	\$3,000,000	VF51775180
TC0014	Coar	Ameritas Life Insurance Corp.	\$500,000	U00002221A
TC0015	Corwin	Nassau Life Insurance Company	\$500,000	L02010954
TC0016	Danz	Columbus Life Insurance Company	\$1,900,000	CM5031114U
TC0017	Davis	New York Life Insurance and Annuity Corporation	\$3,308,000	62967373
TC0018	Davis	New York Life Insurance and Annuity Corporation	\$3,308,000	62967374
TC0021	Dunning	Voya Financial	\$5,000,000	4013494
TC0022	Eisenberg	Principal Life Insurance Company	\$5,000,000	6083910
TC0023	Finkelstein	Voya Financial	\$2,000,000	1642192
TC0024	Frandsen	Talcott Resolution Life and Annuity Insurance Company	\$500,000	VL9300191
TC0025	Friedland	Brighthouse Financial	\$15,000,000	7448936
TC0026	Gerardi	Nassau Life Insurance Company	\$10,000,000	97602213
TC0027	Gillis	Lincoln National Life Insurance Company	\$10,000,000	JJ7069459
TC0028	Gliklich	Transamerica Life Insurance Company	\$750,000	60040672
TC0030	Green	Voya Financial	\$3,500,000	4501134
TC0031	Greenspan	Lincoln National Life Insurance Company	\$1,900,000	JP5581536
TC0032	Harari	Voya Financial	\$5,000,000	4013267
TC0033	Hoffman	West Coast Life Insurance Company	\$3,000,000	ZUA370192
TC0034	Holt	Lincoln Benefit Life Company	\$1,000,000	01N1285514
TC0036	Horowitz	Pacific Life and Annuity Company	\$4,000,000	VF51712390
TC0037	Jespersen	Columbus Life Insurance Company	\$800,000	CM5031140U
TC0038	Johnson	New York Life Insurance and Annuity Corporation	\$24,596,863	62969715
TC0040	Kallman	Transamerica Life Insurance Company	\$2,000,000	60057269
TC0042	Katchis	Lincoln National Life Insurance Company	\$10,000,000	JJ7082396
TC0043	Kilik	Lincoln National Life Insurance Company	\$5,000,000	JJ7136409
TC0044	Kozloff	Brighthouse Financial	\$5,000,000	7472368
TC0045	Kozloff	Brighthouse Financial	\$5,000,000	7472370
TC0046	Kreindler	Lincoln National Life Insurance Company	\$10,000,000	JJ7027091
TC0047	Krinetz	Lincoln National Life Insurance Company	\$2,500,000	JJ7022045
TC0048	Krizek	Pacific Life and Annuity Company	\$5,000,000	VF51976750
TC0049	Kuehne	Voya Financial	\$750,000	1666692
TC0052	LaPera	Lincoln National Life Insurance Company	\$3,000,000	JJ7049361
TC0053	Laveck	Nassau Life Insurance Company	\$3,000,000	97521965

TC0054	Lax	American General Life Insurance Company	\$600,000	UM0036720L
TC0055	Levin	Pacific Life and Annuity Company	\$1,500,000	VF52076670
TC0056	Levine	Voya Financial	\$2,750,000	1629634
TC0057	Levine	Pacific Life and Annuity Company	\$2,000,000	VF51722160
TC0058	Lubell	Lincoln National Life Insurance Company	\$5,000,000	JJ7063095
TC0060	Mason	Lincoln National Life Insurance Company	\$400,000	0005026487
TC0061	McDougal	Voya Financial	\$10,000,000	1663922
TC0062	McDougal	Voya Financial	\$10,000,000	1671005
TC0063	McDougal	Voya Financial	\$10,000,000	1668036
TC0066	Pappou	John Hancock Life Insurance Company (USA)	\$1,000,000	93071814
TC0067	Parmelee	Pacific Life and Annuity Company	\$2,000,000	VF52044290
TC0069	Resnick	Nassau Life Insurance Company	\$3,000,000	97523214
TC0071	Rosen	Ameritas Life Insurance Corp.	\$1,500,000	U00001251K
TC0072	Sasseville	Pacific Life and Annuity Company	\$1,000,000	VF51543890
TC0074	Spiwak	Columbus Life Insurance Company	\$1,000,000	CM5031155U
TC0075	Steiner	Pacific Life and Annuity Company	\$2,500,000	VF52144080
TC0076	Stine	Voya Financial	\$1,000,000	4012388
TC0077	Thomas	Lincoln National Life Insurance Company	\$5,000,000	JJ7136541
TC0078	Walko	Voya Financial	\$10,000,000	4012313
TC0080	Weiss	Ameritas Life Insurance Corp.	\$5,000,000	I00000149A
TC0081	Welenken	Lincoln National Life Insurance Company	\$2,000,000	JJ7043855
TC0084	Winemiller	Lincoln National Life Insurance Company	\$10,000,000	JJ7132393

# **EXHIBIT “B”**

(Proposed Agreed Order)

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY, FLORIDA  
CIVIL DIVISION**

STATE OF FLORIDA  
OFFICE OF FINANCIAL REGULATION,

Plaintiff,

v.

CASE NO.: 50-2021-CA-008718-XXXX-MB

NATIONAL SENIOR INSURANCE, INC.  
D/B/A SEEMAN HOLTZ,  
MARSHAL SEEMAN,  
CENTURION INSURANCE SERVICES GROUP, LLC,  
BRIAN J. SCHWARTZ,  
EMERALD ASSETS 2018, LLC,  
INTEGRITY ASSETS 2016, LLC,  
INTERGRITY ASSETS, LLC,  
PARA LONGEVITY 2014-5, LLC,  
PARA LONGEVITY 2015-3, LLC,  
PARA LONGEVITY 2015-5, LLC,  
PARA LONGEVITY 2016-3, LLC,  
PARA LONGEVITY 2016-5, LLC,  
PARA LONGEVITY 2018-3, LLC,  
PARA LONGEVITY 2018-5, LLC,  
PARA LONGEVITY 2019-3, LLC,  
PARA LONGEVITY 2019-5, LLC,  
PARA LONGEVITY 2019-6, LLC,  
PARA LONGEVITY VI, LLC,  
SH GLOBAL, LLC N/K/A PARA LONGEVITY V, LLC,  
ALTRAI GLOBAL, LLC A/K/A ALTRAI HOLDINGS, LLC,  
VALENTINO GLOBAL HOLDINGS, LLC,  
AMERITONIAN ENTERPRISES, LLC,  
SEEMAN-HOLTZ CONSULTING CORP.,  
CENTURION ISG Holdings, LLC,  
CENTURION ISG Holdings II, LLC,  
CENTURION ISG (Europe) Limited,  
CENTURION ISG SERVICES, LLC,  
CENTURION ISG FINANCE GROUP, LLC,  
CENTURION FUNDING SPV I LLC,  
CENTURION FUNDING SPV II LLC,  
GRACE HOLDINGS FINANCIAL, LLC,  
PRIME SHORT TERM CREDIT INC.,



Defendants.

THE ESTATE OF ERIC CHARLES HOLTZ,  
SEEMAN HOLTZ PROPERTY AND CASUALTY, LLC  
F/K/A SEEMAN HOLTZ PROPERTY AND CASUALTY, INC.,  
SHPC HOLDINGS I, LLC,

Relief Defendants.

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**AGREED ORDER GRANTING CORPORATE MONITOR, DANIEL J. STERMER'S  
UNOPPOSED MOTION FOR APPROVAL OF SERVICING AGREEMENT BETWEEN  
CENTURION FUNDING SPV II, LLC AND LIFE EQUITY, LLC**

**THIS CAUSE** came before the Court upon the *Corporate Monitor, Daniel J. Stermer's Unopposed Motion Approval of Servicing Agreement Between Centurion Funding SPV II, LLC and Life Equity, LLC* (the "Motion") filed by the Court-appointed Corporate Monitor Daniel J. Stermer ("Corporate Monitor"). The Motion seeks authority to enter into the Servicing Agreement between Centurion Funding SPV II, LLC, a Delaware limited liability company ("Centurion") and Life Equity, LLC, an Ohio limited liability company ("Life Equity") to act as servicer in matters relating to the ongoing administration and servicing of the Policies.<sup>1</sup> The Court, having considered the Motion and the Agreement attached thereto as Exhibit "B", and having reviewed the Court file, and being otherwise fully advised in the premises, it is hereupon,

**ORDERED AND ADJUDGED that:**

1. The Motion is hereby **GRANTED**.
2. The Corporate Monitor is authorized and directed to enter into the Agreement,

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<sup>1</sup> Capitalized terms used but not defined herein shall have the meanings ascribed in the Motion.

effective as of December 1, 2021, in substantially the same form as attached to the Motion as Exhibit “A”.

**DONE AND ORDERED** in Chambers at West Palm Beach, Florida this \_\_\_\_\_ day of December, 2021.

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BRADLEY HARPER  
CIRCUIT COURT JUDGE

Copies to: Counsel of Record and Corporate Monitor

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