

**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.

**CORPORATE MONITOR, DANIEL J. STERMER'S UNOPPOSED MOTION
FOR APPROVAL OF SERVICER PAYMENT AND RELEASE AGREEMENT
BETWEEN (I) CENTURION INSURANCE SERVICES GROUP, LLC
AND CENTURION FUNDING SPV II, LLC; AND (II) LEXSERV, LLC**

Daniel J. Stermer, as Court-appointed Corporate Monitor (the “Corporate Monitor”) for the property, assets, and business of the thirty-two (32) corporate-entities (the “Monitorship Entities”) pursuant to the *Agreed Order Granting Plaintiff's Consent Motion for Appointment of Corporate Monitor and Related Injunctive Relief*, dated September 14, 2021 (the “Monitorship Order”) and the *Agreed Order Granting Corporate Monitor, Daniel J. Stermer's Unopposed Motion to Expand Corporate Monitorship Estate*, dated January 5, 2022, respectfully moves for entry of an agreed Order approving a *Servicer Payment and Release Agreement* between (i) Centurion Insurance Services Group, LLC (“CISG”) and Centurion Funding SPV II, LLC (“Centurion SPV II”), on the one hand, and (ii) Lexserv, LLC (formerly MLF LexServ, LP) (“LexServ”), on the other hand. CISG, Centurion SPV II and LexServ shall be collectively referred to as the “Parties”. 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 defendants listed below (collectively, the “Consenting Corporate Defendants”), 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. On January 6, 2022, the Court entered an *Agreed Order Granting Corporate Monitor, Daniel J. Stermer's Unopposed Motion to Expand Corporate Monitorship Estate*, thereby expanding the scope of the corporate monitorship created in this case to include the following five additional entities:

- a. Para Global 2019, LLC, a Georgia limited liability company;
- b. Alloy Assets, LLC, a Florida limited liability company;

- c. Seeman Holtz Wealth Management, Inc., a Florida corporation;
- d. Agency Acquisition Funding, LLC, a Delaware limited liability company;

and

- e. America's Favorite Insurance Services LLC, a Delaware limited liability company.

4. Prior to the commencement of this action, LexServ and CISG entered into that certain Second Amended and Restated Servicing Agreement dated December 14, 2018 (the "Servicing Agreement") for LexServ to act as servicer in matters relating to the ongoing administration and servicing of the portfolio of life settlement policies (the Policies) identified in the Servicing Agreement.

5. The Policies relate to 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 Centurion SPV II 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 Centurion SPV II 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. LexServ resigned as servicer of the Policies and the Teleios Parties requested that Centurion SPV II engage a new servicer to service the Policies.

7. Accordingly, on December 6, 2021, the Court entered an *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, authorizing the Corporate Monitor to enter into an agreement with Life Equity, LLC with respect to the servicing of the Policies.

8. The Parties have negotiated a resolution of their disputes and have prepared a *Servicer Payment and Release Agreement* (the “Agreement”), which is subject to the approval of this Court. A copy of the Agreement is attached hereto as **Exhibit “1”**.

9. As set forth in the Agreement, the Parties agree and acknowledge that Centurion SPV II (on behalf of CISG under the Servicing Agreement) owes LexServ the sum of \$54,091.83 for all services provided and, upon payment of the sum of \$54,091.83 (the “Payment”), that no further amounts are due or will be due to LexServ by Centurion SPV II, CISG or any of the Teleios Parties with respect to the Servicing Agreement.

10. Further, as set forth in the Agreement, the Teleios Parties have agreed, subject to an amendment to the Credit Agreement, to advance funds for the Payment, as consideration for the cooperation of LexServ in the orderly transition of servicing of the Policies to the new servicer. In return for the Payment, LexServ shall, among other things (i) agree that the payment of \$54,091.83 resolves all outstanding amounts payable to LexServ by Centurion SPV II (on behalf of CISG under the Servicing Agreement), and (ii) provide releases to the Teleios Parties, Daniel Stermer, in his capacity as Corporate Monitor and the entities that consist of the Monitorship Estate, and Centurion SPV II and CISG (the “Released Parties”) as set forth in paragraph 3 of the Agreement.

11. In accordance with the Agreement, subject to amendment to the Credit Agreement, Centurion shall instruct the Lender to make the Payment within 5 business days of the Effective Date¹ in accordance with the wire instructions set forth in Exhibit A to the Agreement. Within

¹ The term “Effective Date” is defined in the Agreement as the date that an Order approving the Agreement in this case becomes a final, non-appealable Order.

five (5) days after receipt of the Payment, LexServ will transfer any remaining non-transferred Serviced Policy Information (as defined in the Servicing Agreement) for the Service Policies (as defined in the Servicing Agreement) to CISG or its designee (as identified in writing to LexServ).

12. Further, as set forth in the Agreement, upon receipt of the Payment, LexServ for itself and for its Related Parties (as defined in the Agreement) will release the Released Parties and waive, release, and forever discharge the Released Parties and their respective Related Parties of and from all Claims and Causes of Action of any nature whatsoever that arise from or relate to the Servicing Agreement and any and all outstanding amounts payable to LexServ under the Servicing Agreement (collectively, the “Released Claims”). Notwithstanding the foregoing, the Released Claims do not include any Claims or Causes of Action against CISG arising from or relating to CISG indemnification obligations under the Servicing Agreement, fraud, willful omission, willful misconduct, violation of applicable law or, with respect to LexServ, Section 6.2(b) of the Servicing Agreement. Upon payment by the Teleios Parties of the Payment, CISG will release the Teleios Parties and waive, release, and forever discharge the Teleios Parties and their respective Related Parties of and from all Claims and Causes of Action of any nature whatsoever that arise from or relate to the Servicing Agreement and any and all outstanding amounts payable to LexServ under the Servicing Agreement (collectively, the “Teleios Released Claims”).

13. Further, LexServ agrees and covenants that on and after the Effective Date it will not, and will cause each of its Related Parties, not to assert, prosecute or commence, any Claim and Cause of Action against any of the other Parties or the Released Parties and their respective Related Parties in respect of any Released Claims. CISG further agrees and covenants that on and after the Effective Date it will not, and will cause each of its Related Parties, not to assert, prosecute or commence, any Claim and Cause of Action against the Teleios Released Parties and their respective Related Parties in respect of any Released Claims or Teleios Released Claims.

14. The Corporate Monitor, through counsel and in the exercise of his professional business judgment, has negotiated the terms of the Agreement and believes that the Agreement is in the best interests of the estate.

WHEREFORE, Daniel J. Stermer, as Corporate Monitor, respectfully requests entry of the proposed agreed Order attached as **Exhibit “2”**, approving the Agreement in its entirety, and granting such other and additional relief as the Court deems just and proper.

Dated: February 25, 2022

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 February 25, 2022, 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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and Teleios LS Holdings IV DE, LLC

EXHIBIT “1”

(The Agreement)

SERVICER PAYMENT AND RELEASE AGREEMENT

THIS SERVICER PAYMENT AND RELEASE AGREEMENT (“Agreement”) is made and entered into as of February [], 2022, by and among LEXSERV, LLC (formerly MLF LexServ, LP) (“**LexServ**”), CENTURION INSURANCE SERVICES GROUP, LLC (“**CISG**”) and CENTURION FUNDING SPV II, LLC¹ (“**Centurion SPV II**”) LexServ, CISG and Centurion SPV II are referred to herein collectively as the “**Parties,**” and each individually as a “**Party.**”

Recitals

A. WHEREAS, LexServ and CISG entered into that certain Second Amended and Restated Servicing Agreement dated December 14, 2018 (“**Servicing Agreement**”) for LexServ to act as servicer in matters relating to the ongoing administration and servicing of the portfolio of life settlement policies identified in the Servicing Agreement (“**Policies**” or individually, “**Policy**”).

B. WHEREAS, the Policies are related to 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 Centurion SPV II 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 Centurion SPV II 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**”.

C. WHEREAS, LexServ has resigned as servicer of the Policies, and the Teleios Parties requested Centurion SPV II engage a new servicer to service the Policies.

D. WHEREAS, the Parties agree and acknowledge that Centurion SPV II (on behalf of CISG under the Servicing Agreement) owes LexServ \$54,091.83 for all services provided and, upon payment of this sum (the “**Payment**”), that no further amounts are due or will be due to LexServ by Centurion SPV II, CISG or any of the Teleios Parties with respect to the Servicing Agreement.

E. WHEREAS, the Teleios Parties have agreed, subject to an amendment to the Credit Agreement, to advance funds for the Payment, as consideration for the cooperation of LexServ in the orderly transition of servicing of the Policies to the new servicer. In return for the Payment, LexServ shall, among other things i) agrees that the payment of \$54,091.83 resolves all outstanding amounts payable to LexServ by Centurion SPV II (on behalf of CISG under the Servicing

¹ On September 14, 2021, Daniel Stermer (the “Monitor”) was appointed by the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, Civil Division (“Court”), in the case captioned State of Florida, Office of Financial Regulation v. National Senior Insurance, Inc., d/b/a Sceman Holtz, et al., case no. 50-2021-CA-008718-XXXX-MB, (“Case”) as the corporate monitor of Centurion SPV II (“Corporate Monitorship Estate”), wherein Monitor was authorized by the Court to, among other things, confirm, marshal, safeguard and liquidate Centurion SPV II’s assets, including without limitation continuing normal day-to-day operations.

Agreement). and ii) provide releases to the Teleios Parties, Daniel Stermer, in his capacity as Corporate Monitor and the entities that consist of the Monitorship Estate, and Centurion SPV II and CISG (the "Released Parties") as set herein in paragraph 3 below:

NOW, THEREFORE, in consideration of the foregoing recitals, and the mutual covenants contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Agreement

1. Defined Terms. All capitalized terms set forth in this Agreement and not otherwise defined herein shall have the meaning given them in the Servicing Agreement. As used in this Agreement, the following capitalized terms shall have the following meanings:

a) "**Affiliate**" means, with respect to any specified Entity, any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such specified Entity. For purposes of this definition, "control" (and any similar term) means the power of one or more Entities to direct or cause the direction or affairs of another Entity by reason of ownership of voting stock or by contract or otherwise and CISG is an Affiliate of Centurion SPV II.

b) "**Claim**" means right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

c) "**Claims and Causes of Action**" means any action, lawsuit, Claim, cause of action, controversy, demand, right, action, Lien, indemnity, guaranty, suit, obligation, liability, damage, judgment, costs and expenses (including without limitation, attorneys' fees), defense, offset, power, privilege, license and franchise of any kind or character whatsoever, known, unknown, contingent or non-contingent, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, disputed or undisputed, secured or unsecured, assertable directly or derivatively, whether arising before, on or after the Effective Date, in contract or in tort, in law or in equity, or pursuant to any other theory of law. Causes of Action also include: (a) any right of setoff, counterclaim or recoupment and any claim for breaches of duties imposed by law or in equity; (b) any Claim or defense including fraud, mistake, duress and usury; and (c) any state law fraudulent transfer claim.

d) "**Effective Date**" shall be the date that an Order approving this Agreement in the Case becomes a final non-appealable Order.

e) "**Entity**" includes any Person, estate, trust or governmental unit.

f) "**Lien**" means charge against or interest in property to secure payment of a debt or performance of an obligation.



g) “**Person**” means an individual, partnership, limited liability company or corporation, but does not include governmental unit, except that a governmental unit that: (a) acquires an asset from a person (i) as a result of the operation of a loan guarantee agreement, or (ii) as receiver or liquidating agent of a person; (b) is a guarantor of a pension benefit payable by or on behalf of the debtor or an affiliate of the debtor; or (c) is the legal or beneficial owner of an asset of (i) an employee pension benefit plan that is a governmental plan, as defined in section 414(d) of the Internal Revenue Code of 1986, or (ii) an eligible deferred compensation plan, as defined in section 457(b) of the Internal Revenue Code of 1986, shall be considered a person.

h) “**Related Party**” means each Entity’s successors and assigns, subsidiaries, and Affiliates, and each of their respective managed accounts or funds, former or current directors and officers, principals, shareholders, investors, receivers, corporate monitors, members, partners, employees, relatives, agents, advisory board members, financial advisors, attorneys, accountants, investment bankers, consultants, representatives, management companies, fund advisors and other professionals.

2. Payment. Subject to amendment to the Credit Agreement, Centurion shall instruct the Lender to make the Payment within 5 business days of the Effective Date in accordance with the wire instructions in Exhibit A. Within five (5) days after receipt of the Payment, LexServ will transfer any remaining non-transferred Serviced Policy Information (as defined in the Servicing Agreement) for the Service Policies (as defined in the Servicing Agreement) to CISG or its designee (as identified in writing to LexServ).

3. Release. Upon receipt of the Payment, LexServ for itself and for its Related Parties hereby releases the Released Parties and hereby waives, releases, and forever discharges the Released Parties and their respective Related Parties of and from all Claims and Causes of Action of any nature whatsoever that arise from or relate to the Servicing Agreement and any and all outstanding amounts payable to LexServ under the Servicing Agreement (collectively, the “**Released Claims**”). Notwithstanding the foregoing, the Released Claims do not include any Claims or Causes of Action against CISG arising from or relating to CISG indemnification obligations under the Servicing Agreement, fraud, willful omission, willful misconduct, violation of applicable law or, with respect to LexServ, Section 6.2(b) of the Servicing Agreement. Upon payment by the Teleios Parties of the Payment, CISG hereby releases the Teleios Parties and hereby waives, releases, and forever discharges the Teleios Parties and their respective Related Parties of and from all Claims and Causes of Action of any nature whatsoever that arise from or relate to the Servicing Agreement and any and all outstanding amounts payable to LexServ under the Servicing Agreement (collectively, the “**Teleios Released Claims**”).

4. Covenant Not to Sue. LexServ further agrees and covenants that on and after the Effective Date it will not, and will cause each of its Related Parties, not to assert, prosecute or commence, any Claim and Cause of Action against any of the other Parties or the Released Parties and their respective Related Parties in respect of any Released Claims. CISG further agrees and covenants that on and after the Effective Date it will not, and will cause each of its Related Parties, not to assert, prosecute or commence, any Claim and Cause of Action against the Teleios Released Parties and their respective Related Parties in respect of any Released Claims or Teleios Released Claims.

5. Effectiveness. This Agreement shall automatically become effective on the Effective Date without further action by any Party.

6. Binding Effect. This Agreement is binding on and will inure to the benefit of the Parties, their heirs, representatives, successors, and permitted assigns, in accordance with the terms hereof.

7. No Admission of Liability. The Parties explicitly acknowledge that by entering into this Agreement no Party admits or acknowledges the existence of any liability or wrongdoing.

8. Modifications. This Agreement may not be amended, canceled, revoked or otherwise modified except by written agreement subscribed by all of the Parties to be charged with such modification.

9. Representations and Warranties. Each of the undersigned represents and warrants that: (i) such Party is duly authorized to execute and deliver this Agreement; (ii) this Agreement has been duly authorized by all necessary corporate, limited liability company, or other applicable action of such Party; (iii) such Party has not assigned any Released Claim that would otherwise, but for such assignment, be subject to this Agreement; and (iv) such Party has reviewed, or has had the opportunity to review this Agreement with the assistance of professional legal advisors of its own choosing. Except as expressly provided in this Agreement or in the Purchase Agreement, none of the Parties makes any other representation or warranty, written or oral, express or implied, with respect to this Agreement.

10. Severability. In the event any section, or any sentence within any section, is declared by a court of competent jurisdiction to be void or unenforceable, such sentence or section shall be deemed severed from the remainder of this Agreement and the balance of this Agreement shall remain in full force and effect.

11. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersede all prior agreements, including any representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter hereof. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by the Party affected thereby. No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

12. Third Party Beneficiaries. The Related Parties that are not signatories to this Agreement that are express third party beneficiaries of this Agreement by virtue of falling within the definition of Related Parties and the Teleios Parties are entitled to rely upon this Agreement and may specifically enforce the undersigned's' duties and obligations arising under, or in connection with, this Agreement.

13. Headings. The descriptive headings of the several sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.



14. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page by telecopier or other electronic form shall be effective as delivery of a manually executed counterpart.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Maryland, without giving effect to the principles of conflicts of laws thereof. The Parties hereto agree that any lawsuit, proceeding or action with respect to this Agreement may be brought only in the state and federal courts of Maryland.

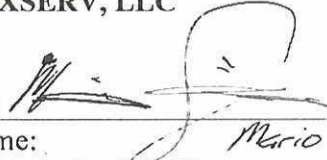
[Signatures on following page]



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

LEXSERV:

LEXSERV, LLC

By: 
Name: Mario Coniglio
Title: Authorized Signatory

CENTURION INSURANCE SERVICES GROUP, LLC

CENTURION INSURANCE SERVICES GROUP, LLC

By:  2/25/22
Name: Daniel Stermer
Title: Corporate Monitor

CENTURION SPV II:

CENTURION FUNDING SPV II, LLC


By:  2/25/22
Name: Daniel Stermer
Title: Corporate Monitor



EXHIBIT A
WIRE INSTRUCTIONS FOR PAYMENT TO LEXSERV

LEXSERV TO ADD



EXHIBIT “2”

(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,

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PRIME SHORT TERM CREDIT INC.,

Defendants.

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

Relief Defendants.

**AGREED ORDER GRANTING CORPORATE MONITOR, DANIEL J. STERMER'S
UNOPPOSED MOTION FOR APPROVAL OF SERVICER PAYMENT AND RELEASE
AGREEMENT BETWEEN (I) CENTURION INSURANCE SERVICES GROUP, LLC
AND CENTURION FUNDING SPV II, LLC; AND (II) LEXSERV, LLC**

THIS CAUSE came before the Court upon the *Corporate Monitor, Daniel J. Stermer's Unopposed Motion for Approval of Servicer Payment and Release Agreement Between (I) Centurion Insurance Services Group, LLC and Centurion Funding SPV II, LLC; and (II) Lexserv, LLC* (the "Motion") filed by the Court-appointed Corporate Monitor Daniel J. Stermer ("Corporate Monitor"). The Motion seeks approval of the Agreement¹ between Centurion Insurance Services Group, LLC, Centurion Funding SPV LLC and Lexserv, LLC attached to the Motion as Exhibit "1". The Court, having considered the Motion and the Agreement, 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 Agreement between Centurion Insurance Services Group, LLC, Centurion Funding SPV LLC and Lexserv, LLC, attached to the Motion as Exhibit "1" is **APPROVED** in

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

its entirety.

DONE AND ORDERED in Chambers at West Palm Beach, Florida this _____ day of

_____, 2022.

BRADLEY HARPER
CIRCUIT COURT JUDGE

Copies to: Counsel of Record and Corporate Monitor

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