

**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.

ORDER GRANTING CORPORATE MONITOR, DANIEL J. STERMER'S MOTION FOR ENTRY OF AN ORDER APPROVING (I) A MARKETING PROCESS TO REFINANCE EXISTING SECURED DEBT OBLIGATION OR SELL ASSETS, (II) BID PROCEDURES, (III) THE RETENTION OF MAPLELIFE ANALYTICS, LLC AND (IV) THE AGREEMENT WITH TELEIOS, INCLUDING AUTHORIZING TELEIOS (A) TO COMMENCE A PUBLIC FORECLOSURE PROCESS, AND (B) TO EXERCISE CERTAIN REMEDIES

THIS CAUSE came before the Court for hearing on April 21, 2022, in West Palm Beach, Florida upon the *Corporate Monitor, Daniel J. Stermer's Motion for Entry of an Order Approving (I) a Marketing Process to Refinance Existing Secured Debt Obligation or Sell Assets, (II) Bid Procedures, (III) the Retention of Maplelife Analytics, LLC and (IV) the Agreement with Teleios, Including Authorizing Teleios (A) to Commence a Public Foreclosure Process, and (B) to Exercise Certain Remedies* (the "Motion")¹ filed by the Court-appointed Corporate Monitor Daniel J. Stermer (the "Corporate Monitor"). The Motion seeks, *inter alia*, entry of an order (this "Bidding Procedures Order") approving: (i) a marketing process to refinance existing secured debt obligations or to sell the Centurion Assets; (ii) Bid Procedures for such process; (iii) the retention of Maple Life Analytics, LLC as Exclusive Life Settlement Portfolio Sales and Marketing Agent (in such capacity, "MapleLife"); and (iv) an agreement between Teleios and the Corporate Monitor in connection with such process (the "Teleios Agreement"), including authorizing Teleios (x) to

¹ Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Motion or the Bidding Procedures, as applicable.

commence a public foreclosure process, and (y) to exercise remedies to the extent necessary to implement and effectuate the terms and the agreements between the parties. The Court having reviewed and granted the Motion and the Intervenor Edwin and Karen Ezrine's Motion to Intervene (the "Ezrines") and heard argument of counsel, and found and concluded that (i) the relief requested in the Motion is in the best interests of the Corporate Monitorship, the Consenting Corporate Defendants, their estates, creditors, and other parties in interest, (ii) the Corporate Monitor provided appropriate notice of the Motion and the Hearing thereon under the circumstances and that no further notice was or is required, and (iii) the legal and factual bases set forth in the Motion and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing therefore,

THE COURT HEREBY FINDS AND CONCLUDES THAT:²

1. The legal and factual bases set forth in the Motion establish just cause for the relief granted herein. Entry of this Bidding Procedures Order is in the best interests of the Corporate Monitorship, the Consenting Corporate Defendants, their estates, creditors, and other parties in interest and is a proper exercise of the Corporate Monitor's professional business judgment under the facts and circumstances in this matter.

2. As reflected in the affidavit of service filed on April 13, 2022, the Motion and notice of the Hearing was served on all parties and counsel of record, posted on the Corporate Monitor's website and served on the Notice Parties. Such notice is adequate and sufficient in light of the circumstances and nature of the relief requested in the Motion and complied with all applicable

² The findings and conclusions set forth herein constitute the Court's findings of fact and conclusions of law. To the extent that any of the following findings of fact constitute conclusions of law, they are adopted as such. To the extent any of the following conclusions of law constitute findings of fact, they are adopted as such.

legal requirements. A reasonable and fair opportunity to object to the Motion and the relief granted in this Bidding Procedures Order has been afforded under the circumstances. Accordingly, no other or further notice of the Motion or the Hearing was or is necessary or required.

3. The Corporate Monitor has demonstrated a compelling and sound business justification, and has properly exercised his professional business judgment,³ for the Court to grant the relief requested in the Motion, including, without limitation: (i) approval of a marketing process to refinance existing secured debt obligations or sell the Centurion Assets; (ii) approval of the Bid Procedures; (iii) approval of the retention of MapleLife; and (iv) approval of the Teleios Agreement in connection with such process, including authorizing Teleios to (x) commence a public foreclosure process and (y) exercise remedies to the extent necessary to implement and effectuate the terms and the agreements set forth in the Motion and herein. Such compelling and sound business justification, and exercise of the Corporate Monitor's professional business judgment, which was set forth in the Motion and on the record at the Hearing, are incorporated herein by reference and, among other things, form the basis for the findings of fact and conclusions of law set forth herein.

4. The Corporate Monitor's marketing process has been reasonably calculated to maximize value for the benefit of all creditors and parties-in-interest in this matter.

5. The Bidding Procedures, in the form attached hereto as **Schedule "A"** and incorporated herein by reference as if fully set forth in this Bidding Procedures Order, are fair, reasonable, and appropriate and represent the best method for maximizing the value of the Corporate Monitorship for the benefit of its creditors and parties-in-interest in this matter.

³ The Court's findings regarding the proper exercise of the Corporate Monitor's professional business judgment is both a Finding of Fact and a Conclusion of Law.

6. The retention of MapleLife as Exclusive Life Settlement Portfolio Sales and Marketing Agent is appropriate under the facts and circumstances of this Corporate Monitorship. The MapleLife Agreement (as defined below) was negotiated at arm's length, by sophisticated parties represented by separate counsel, in a non-collusive manner and pursuant to, in an exercise of, and consistent with the Corporate Monitor's professional business judgment.

7. The Consenting Corporate Defendants, through the Corporate Monitor, have articulated good, sufficient, and sound business justifications and compelling circumstances for the Teleios Agreement. The Teleios Agreement was negotiated by the parties at arm's-length and in good faith, funds the Monitor Refi/Sale Process and allows the Corporate Monitorship time to run a process to solicit the highest or otherwise best bid for the Centurion Assets in accordance with the Bidding Procedures in order to preserve and realize their optimal value and provides a definitive amount of liquidity for the Corporate Monitorship.

8. The Auction and Sale Notice, substantially in the form attached hereto as **Schedule "B"** (the "Auction and Sale Notice"), is appropriate and reasonably calculated to provide all interested parties with timely and proper notice of the refinance and/or sale of the Centurion Assets, including, without limitation: (a) the date, time, and place of the Monitor Auction (if one is held); (b) the Bidding Procedures; (c) the deadline for filing objections to the Monitor Refi/Sale Transaction and entry of the Refinance/Sale Order, and the date, time, and place of the Refinance/Sale Hearing; (d) reasonably specific identification of the assets to be refinanced and/or sold; (e) a description of the parallel sale processes being run; and (f) a description of the NYUCC Sale and NYUCC Sale Process, if any, as being a valid and effective transfer of the Collateral which will vest Teleios with all right, title, and interest of Centurion Funding SPV II, LLC (the "Borrower") in, to, and under the Collateral free and clear of liens, claims, encumbrances, and

other interests, and no other or further notice of the Bidding Procedures, Monitor Auction, or other information contained in the Auction and Sale Notice shall be required.

9. The Corporate Monitor, on behalf of Corporate Monitorship and the Consenting Corporate Defendants, admits, stipulates, acknowledges, and agrees that:

- i. On December 14, 2018, the Borrower, entered into that certain Credit Agreement with Teleios LS Holdings V DE, LLC, as lender (the “Lender”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement” and, together with any other agreements, instruments, pledge agreements, security agreements, control agreements related thereto and other ancillary agreements related thereto, collectively, the “Credit Documents”), pursuant to which the Lender agreed to make a loan facility available to the Borrower in order to service and pay premiums for certain life insurance policies;
- ii. As of March 1, 2022, the Loan Parties (as defined in the Credit Agreement) were indebted and liable, without defense, counterclaim, or offset of any kind to the Lender under the Credit Documents in an amount of not less than \$ [REDACTED] plus all other accrued and accruing unpaid Obligations (as defined in the Credit Agreement) thereunder, including, collectively, all loans, advances, debts, liabilities, principal, interest (including interest which continues to accrue at the default rate), fees, charges, costs, expenses (including legal fees and expenses), and obligations for the performance of covenants, tasks, or duties or for the payment of monetary amounts owing to the Lender by the Loan Parties, of any kind or nature, whether or not evidenced by any note, agreement, or other instrument. Under the Credit Documents, the Lender is entitled to a prepayment premium in the event that the Corporate Monitor is successful in either refinancing or otherwise satisfying the amounts owing to the Lender under the Credit Documents;
- iii. In connection with the Credit Agreement, the Borrower and the Lender as Secured Party entered into that certain Pledge and Security Agreement, dated as of December 14, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Pledge Agreement”), pursuant to which the Borrower granted to Lender a first priority security interest in and liens on all personal property of the Borrower (the “Collateral”);
- iv. The Collateral includes, but is not limited to: (a) life insurance policies and all applications, conditional receipts, riders, endorsements, supplements, amendments and all other documents and instruments that modify or otherwise affect the terms and conditions of such policy issued in connection therewith (each a “Policy” and, collectively, the “Policies”); (b) the security entitlements related to the Policies; and (c) with respect to each

- Policy, collectively, (i) the related purchase and sale agreement, (ii) the related Policy File (as defined in the Credit Agreement), and (iii) all instruments, documents, and agreements of the type executed and or delivered under or in connection with any of the foregoing (collectively, the “Policy Documents”);
- v. The Lender has filed UCC-1 financing statements with the appropriate secretary of state to perfect its interest in the Collateral;
 - vi. The Borrower has also provided each life insurance carrier that issued each Policy with a collateral assignment in favor of the Lender;
 - vii. The liens and security interests granted to the Lender in accordance with the Credit Documents are valid, duly authorized, non-voidable, binding, perfected, and enforceable first-priority liens on and security interests in the Collateral, including the Centurion Assets and the Policy Documents and senior to all other purported liens and/or pledges;
 - viii. The Borrower and Teleios LS Holdings IV DE, LLC, as holder of the Preferred Units (the “Holder” and, collectively with the Lender, “Teleios”) also entered into that certain Preferred Units Purchase Agreement, dated as of December 14, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “PUPA” and, together with any other agreements, instruments, or documents delivered or executed in connection therewith, collectively, the “Preferred Unit Documents”), pursuant to which the Borrower issued preferred equity interests to the Holder (the “Preferred Units”). In accordance with the Preferred Unit Documents, the Holder funded amounts that were used by Borrower to pay premiums and other expenses. In connection with the PUPA, the Borrower and the Holder as Secured Party entered into that certain Subordinated Pledge and Security Agreement, dated as of December 14, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Subordinated Pledge Agreement”), pursuant to which the Borrower granted to Holder a subordinated security interest and lien on the Collateral;
 - ix. As of March 1, 2022, the aggregate value of all outstanding Preferred Units was \$ [REDACTED], which amount includes the outstanding aggregate Mandatory Full Redemption Payments (as defined in the PUPA). Certain events of default have occurred and are continuing under the Preferred Unit Documents. As a result, the outstanding Mandatory Full Redemption Payments are due and payable immediately and the Holder, subject to the contractual subordination to the Lender, is entitled to substantial remedies, including the right to demand a full redemption of the Preferred Units issued under the Preferred Unit Documents;

- x. The liens and security interests granted to the Holder in accordance with the Preferred Unit Documents are valid, duly authorized, non-voidable, binding, perfected, and enforceable liens on and security interests in the Collateral, including the Centurion Assets and Policy Documents, subordinated only to the Lender's first-priority liens on and security interests in the Collateral and senior to all other purported liens and/or pledges;
- xi. Pursuant to that certain Securities Account Control and Custodian Agreement (the "Securities Agreement"), dated as of December 14, 2018, by and between Borrower as Account Holder, Teleios, and Wells Fargo Bank, N.A., as securities intermediary (the "Securities Intermediary"), among other things, the Borrower established a securities account (the "Securities Account"), with the Securities Intermediary and engaged the Securities Intermediary to hold legal title to the Policies and have custody of the physical Policies and related documents for the benefit of, among others, the Borrower and Teleios;
- xii. The Securities Account and the contents thereof are "financial assets" within the meaning of Section 8-102(a)(9)(iii) of the UCC. Pursuant to Section 8-102(a)(17) of the UCC, "security entitlement" means the rights and property interest of an entitlement holder with respect to a financial asset. In addition, pursuant to Section 8-102(a)(7) of the UCC "entitlement holder" means a person identified in the records of a securities intermediary as the person having a security entitlement against the securities intermediary. The Centurion Portfolio is currently held in the Securities Account by the Securities Intermediary as security for Teleios. The Borrower has been identified in the Securities Agreement as the entitlement holder with respect to the securities entitlements related to the Policies held in the Securities Account, subject to the security interest of Teleios;
- xiii. All Credit Documents and Preferred Unit Documents constitute legal, valid, and binding obligations of each of the Loan Parties and are valid and enforceable by Teleios in accordance with their respective priorities against each of the Loan Parties with respect to their respective authorities. No offset, defenses, or counterclaims to the Credit Documents and Preferred Unit Documents exist. No portion of the Credit Documents and Preferred Unit Documents are subject to avoidance, disallowance, reduction or subordination under applicable law. Teleios has valid, duly-authorized, perfected, enforceable, non-voidable, and binding security interests in, and liens on, all of the Collateral in accordance with their respective priorities;
- xiv. The Corporate Monitorship, the Loan Parties and their estates have no valid claims or causes of action against Teleios with respect to the Credit Documents or Preferred Unit Documents whether arising at law, in contract, or at equity, including any recharacterization, subordination, avoidance or other claims under applicable law; and

- xv. Liability under the Credit Documents and Preferred Unit Documents, for which the Borrower, without defense, counterclaim, or offset of any kind, is truly and justly indebted to Teleios, is not less than the amounts set forth in paragraph 9 of this Bidding Procedures Order, including, in each case, interest (including in the case of the Credit Documents interest at the default rate) through such date, plus certain costs, fees and expenses (including attorney's fees and expenses) now or hereafter due under the Credit Documents and Preferred Unit Documents.

10. The premium payments required to maintain the Policies in the Centurion Portfolio were approximately \$880,000 per month for the fourth quarter of 2021 and are projected to average \$940,000 per month for 2022. Premiums are projected to increase by approximately 11% per year for the years 2023 through 2025. During 2020 and 2021, only one policy matured yielding approximately \$1.2 million in total policy proceeds. In 2022, thus far, two policies have matured that are anticipated to yield approximately \$2.5 million in total policy proceeds which, in accordance with the Credit Documents, will be paid to the Lender and reduce the obligations owing to the Lender.

11. Prior to the Corporate Monitor's appointment, in August 2019, certain Events of Default (as defined in the Credit Agreement) occurred and were continuing under the Credit Documents and a Mandatory Full Redemption Event (as defined in the PUPA) occurred and was continuing under the Preferred Unit Documents. Teleios and the Centurion Related Entities⁴ entered into a series of amendments to the Credit Documents and amendments to and acknowledgements with respect to PUPA (Amendment Nos. 1 – 17 and Nos. 1-14, respectively), pursuant to which, among other things Teleios funded the almost \$1 million in premiums each month and other necessary expenses.

⁴ The "Centurion Related Entities" subject of the Monitorship are: Centurion Funding SPV I, LLC; Centurion ISG Holdings II, LLC; Centurion Funding SPV II, LLC; Centurion ISG (Europe), Ltd.; Centurion ISG Services, LLC; and Centurion ISG Finance Group, LLC.

12. The Consenting Corporate Defendants and the Corporate Monitor have no ability to fund the continuing premium payments absent a significant infusion of capital. Accordingly, to prevent additional defaults under the Credit Documents and redemption events under the Preferred Unit Documents, the Corporate Monitor has entered into additional amendments to the Credit Documents with the Lender (Amendment Nos. 18 – 22) pursuant to which the Lender agreed to forbear from exercising certain remedies available to it and has funded the almost \$1 million in premiums each month and other necessary expenses and acknowledgments with the Holder pursuant to which, among other things, the Borrower acknowledged the Existing Defaults (as defined therein) and outstanding aggregate Mandatory Full Redemption Payments immediately due and payable.

13. The Corporate Monitor and Consenting Corporate Defendants have a critical need to obtain funding to, among other things, pay for: (i) the monthly premium payments; (ii) costs, and expenses of administration of the Corporate Monitorship; and (iii) the Monitor Refi/Sale Process. The Corporate Monitorship and the Consenting Corporate Defendants do not have sufficient available sources of capital or access to other financing to operate their businesses or maintain their properties in the ordinary course of business without funding by Teleios.

14. The only viable source of credit available to the Corporate Monitorship and the Consenting Corporate Defendants is the funding provided by Teleios. The Corporate Monitorship and the Consenting Corporate Defendants require such funding to satisfy their liquidity needs and to maintain the value of the Centurion Portfolio.

15. Teleios has indicated a willingness to provide the Corporate Monitorship and the Consenting Corporate Defendants with such funding, but solely on the terms and conditions set forth herein, including the terms and conditions of the Teleios Agreement. Accordingly, after

considering all of their practical alternatives, the Corporate Monitor has concluded, in an exercise of his professional business judgment, including consultation with his Counsel and Financial Advisor, that the financing to be provided by Teleios represents the best financing currently available to the Corporate Monitorship, and is in the best interests of the Consenting Corporate Defendants, their estates, and their stakeholders.

16. The record before the Court establishes that the Corporate Monitor's prior actions in connection with the marketing process, as it relates to the Centurion Assets, were appropriate and reasonably calculated to lead to the highest and best offer for the Monitor Refi/Sale Process, a process to which Teleios consents subject to the provisions contained in this Bidding Procedures Order.

17. Based on the foregoing, and upon the record made before this Court at the Hearing, and good and sufficient cause appearing therefor,

IT IS THEREFORE ORDERED AND ADJUDGED that:

18. The Motion is **GRANTED** as provided herein.

19. The Ezrines' Motion to Intervene is **GRANTED**. All parties rights thereto are preserved.

20. All objections to the relief requested in the Motion that have not been withdrawn, waived, or settled as announced at the Hearing or by stipulation filed with the Court, are hereby **OVERRULED**.

21. The stipulations contained in paragraph 9 of this Bidding Procedures Order are and shall be **BINDING** on the Corporate Monitor, the Corporate Monitorship, the Consenting Corporate Defendants and their estates, any subsequent monitor, responsible person, examiner

with expanded powers, receiver, any other estate representative, trustee (including any Chapter 11 or Chapter 7 trustee) and all of their successors-in-interest and assigns.

I. THE BIDDING PROCEDURES:

22. The Bidding Procedures attached hereto as **Schedule “A”** are **APPROVED** in their entirety.

23. The Corporate Monitor is authorized and directed to (x) proceed with the Monitor Refi/Sale Process in accordance with the Bidding Procedures and (y) take any and all actions reasonably necessary or appropriate to implement the Bidding Procedures, in accordance therewith and the timeline set forth therein. The failure to specifically include or reference a particular provision of the Bidding Procedures in this Bidding Procedures Order shall not diminish or impair the effectiveness of such provision as any such provision(s) is incorporated herein in its entirety.

24. The following dates and deadlines regarding the Monitor Refi/Sale Process are hereby **APPROVED**, subject to the right of the Corporate Monitor and Teleios Consent Rights to modify the following dates pursuant to this Bidding Procedures Order.

Event	Date	Description
Initial Indication of Interest Deadline	no later than 5:00 p.m. (prevailing Eastern Time) on May 5, 2022	Deadline to provide the Corporate Monitor with Potential Bidder’s initial indication of interest in connection with the potential refinance or acquisition of some or all of the Centurion Assets.
Bid Deadline	no later than 5:00 p.m. (prevailing Eastern Time) on May 26, 2022	Each Potential Bidder must deliver copies of its Qualified Bid and supporting materials described in the Bidding procedures to the Notice Parties; Disputes to be resolved at the Refinance or Sale Hearing

Event	Date	Description
Auction	to be held on June 1, 2022 , commencing at 10:00 a.m. (prevailing Eastern Time);	Date than an Auction for the Centurion Assets will be conducted, if necessary
Sale Objection Deadline	on or before 12:00 noon (prevailing Eastern time) on June 2, 2022	Deadline by which objections to the relief requested in the Motion in respect to the refinance or sale of the Centurion Assets.
Refinance or Sale Hearing	to be held by the Court on June 16, 2022 at 9:15 a.m. (prevailing Eastern Time)	Date for a hearing at which the Court will consider approving the Refinance/Sale of the Centurion Assets to the Successful Bidder or Backup Bidder and will resolve any disputes or objections to the selection of Qualified Bids, Successful Bids, or Backup Bids.

25. The Corporate Monitor, subject to the Teleios Consent Rights, may amend the Bidding Procedures upon notice to creditors and parties in interest as the Corporate Monitor deems sufficient.

26. The process and requirements associated with submitting a Qualified Bid and selecting a Successful Bid are **APPROVED** in their entirety as fair, reasonable, appropriate, and designed to maximize recoveries for the benefit of the Corporate Monitorship, its creditors, and parties-in-interest in this matter. The Bidding Procedures shall govern the submission, receipt, and analysis of all bids, and any party desiring to submit a higher or otherwise better offer must do so strictly in accordance with the terms of the Bidding Procedures and this Bidding Procedures Order.

27. Each bidder participating at the Auction must be a Qualified Bidder and shall be required to confirm that it has not engaged in any collusion with respect to the bidding or the Monitor Refi/Sale Process, as set forth in the Bidding Procedures.

II. THE MONITOR AUCTION

28. If the Corporate Monitor receives one or more Qualified Bids, the Corporate Monitor is authorized to conduct the Monitor Auction. The Monitor Auction, to the extent that a Monitor Auction is necessary under the Bidding Procedures, shall be conducted **on May 31, 2022 at 10:00 a.m. (prevailing Eastern Time)**, but in any event, shall be conducted no later than **10:00 a.m. (prevailing Eastern Time) on June 1, 2022**, by video conference (Zoom) in virtual meeting room(s), or at such other time and place on such dates as the Corporate Monitor shall determine and notify the Qualified Bidders and counsel for Teleios, subject to the Teleios Consent Rights. If the Corporate Monitor receives only one Qualified Bid, or Qualified Bids for non-overlapping Centurion Assets, or no Qualified Bids by the Bid Deadline, the Corporate Monitor may file a notice cancelling the Monitor Auction, provided that the Corporate Monitor shall file a notice of cancellation of the Monitor Auction with the Court. A Monitor Auction (if any) shall be transcribed or recorded.

29. Teleios is permitted to credit bid up to the amount equal to the Release Price (the “Credit Bid”) at the Monitor Auction and to interact with MapleLife (including receiving copies of materials prepared by MapleLife) in preparing its Credit Bid. Notwithstanding anything contained to the contrary in the Bidding Procedures, Teleios shall be deemed a Qualified Bidder and Teleios shall not be required to provide any deposit if Teleios submits a Credit Bid.

30. If no Qualified Bids are received by the Bid Deadline, or the Release Price is not paid in full in cash or other immediately available funds to Teleios on or prior to the Outside Date,

Teleios shall have the right to exercise remedies, including completing the NYUCC Sale Process and foreclosing on its Collateral pursuant to an NYUCC Sale and the Entitlement Order (as defined in the Securities Agreement), in each case, in accordance with this Bidding Procedures Order and the Bid Procedures without further order of the Court.

31. Promptly after the conclusion of the Monitor Auction (if any), the Corporate Monitor will file a notice on the Court's docket identifying the existence of the Successful Bidder(s) and any applicable Backup Bidder(s).

32. The Corporate Monitor, subject to the Teleios Consent Rights, may adopt rules for the bidding process at the Auction that, in its discretion (in consultation with MapleLife and Teleios), will best promote the goals of the bidding process and are not inconsistent with any of the provisions of the Bidding Procedures described herein. Nothing herein will prevent the Corporate Monitor and MapleLife from having separate negotiations with bidders during the Auction provided that the announcement of any bids actually made will be made in one room, on an open basis.

III. OBJECTION DEADLINES

33. Objections, if any, to the relief requested in the Motion in respect of the refinance or sale of the Centurion Assets, the determination of which Qualified Bid is the Successful Bid or any other aspect of the Monitor Auction must be (i) in writing, (ii) filed with the Court on or before **12:00 noon (prevailing Eastern time) on June 2, 2022** (the "Refi/Sale Objection Deadline"), and (iv) served upon the Notice Parties.

IV. REFINANCE/SALE HEARING

34. The Refinance/Sale Hearing shall be held before this Court at **9:15 a.m. (prevailing Eastern Time)** on **June 16, 2022**, or at such other date, time or method as directed by the Court. The Refinance/Sale Hearing may be adjourned from time to time by the Corporate Monitor, in the exercise of the professional business judgment of the Corporate Monitor, in consultation with his Counsel and Financial Advisors, and with the consent of Teleios, to a later date, subject to the availability of the Court. **For those creditors and parties-in-interest that do not wish to attend the Refinance/Sale Hearing in person, the Refinance/Sale Hearing will also be conducted by video conference using the services of Zoom Video Communications, Inc.**

35. At the Refinance/Sale Hearing, the Corporate Monitor will seek Court approval of the Successful Bid(s) (and may in its discretion present one or more Backup Bids). The Refinance/Sale Hearing shall be an evidentiary hearing on matters relating to the Monitor Refi/Sale Transaction and there will be no further bidding at the Refinance/Sale Hearing.

36. In the event that there is a refinance, sale, auction, foreclosure or other process in which the McDougal policy, Policy No. 1671005 (the "McDougal Policy"), is sold and proceeds are received by the Corporate Monitor, then all of the Ezrines' rights to those proceeds (up to the amount of each of their respective interests) are preserved and the Ezrines can assert that they have superior rights to such proceeds and the Corporate Monitor's rights would likewise be preserved to challenge the rights preserved by the Ezrines with respect to those proceeds and any assertion by the Ezrines that they have superior rights to such proceeds; and (ii) if there is a sale, refinance, auction, foreclosure or other process in which the McDougal policy is sold and proceeds are not received, due to a credit bid or any other reason, then all of the Ezrines' rights in the McDougal Policy would be preserved and the Ezrines can assert that they have superior rights in the

McDougal Policy subsequent to the sale and the rights of all parties in interest, including the new owner of the McDougal Policy's right, to challenge the rights preserved by the Ezrines in the McDougal Policy and any assertion that the Ezrines have superior rights in the McDougal Policy would also be preserved. (i.e., the Ezrines can assert a superior right in the policy to that of the new owner and all parties in interest, including the new owner of the policy, can challenge those rights).

V. NYUCC SALE PROCESS

37. Notwithstanding any order of this Court, including the Appointment Orders, Teleios shall be authorized to commence the NYUCC Sale Process and consummate a public sale of the Collateral pursuant to the NYUCC Sale.

38. Teleios is authorized to serve a Notice of Disposition of Collateral and any other documents necessary to effectuate the NYUCC Sale Process and NYUCC Sale.

39. If (i) no Qualified Bid is received on or prior to the Bid Deadline, or (ii) the Release Price is not satisfied in full in cash on or prior to the Outside Date, Teleios shall, notwithstanding any order of this Court, including the Appointment Orders, be authorized, without further order of the Court to: (A) serve a Notice of Event of Default in accordance with Credit Documents, Preferred Unit Documents and Securities Agreement; (B) exercise any and all rights and remedies under the Credit Documents, Preferred Unit Document and Securities Agreement and serve, deliver, or execute any documents in connection therewith, including to cause the Centurion Portfolio and the proceeds thereof on deposit in and credited to the Securities Account to be withdrawn and transferred to a securities account held by Teleios in accordance with the Securities Agreement by delivering an Entitlement Order (as defined in the Securities Agreement) and any other documents as may be necessary to effectuate such remedies, without the authorization,

acknowledgment, or consent of any of the Centurion Related Entities and without further order of this Court deliver an Entitlement Order; and (C) foreclose on the Collateral pursuant to the NYUCC Sale, in each case, free and clear of all liens, claims and encumbrances. Upon such exercise of remedies, without further order of the Court, Teleios shall be vested with all right, title, and interest of the Loan Parties in, to, and under the Collateral free and clear of all liens, claims, interests, and encumbrances.

40. Teleios is entitled to recover the full amount owed under the Credit Agreement, including interest at the default rate, costs, fees, and expenses (including attorney's fees and expenses) and the Mandatory Full Redemption and interest due and costs, fees, and expenses (including estimated attorneys' fees and expenses) under the Preferred Unit Documents.

41. Upon Teleios delivering an Entitlement Order and any other documents as may be necessary to effectuate such remedies, foreclosing on the Collateral pursuant to the NYUCC Sale and Teleios receiving written confirmation from the Securities Intermediary that all Policies have been transferred to a Teleios securities account and the securities intermediary acting as custodian and securities intermediary of Teleios holding legal title to the Policies and has custody of the physical Policies and related documents for the benefit of Teleios, the Lender shall fund within five (5) business days the Teleios Contribution to the Corporate Monitor to be used to pay the fee to MapleLife and otherwise used by the Corporate Monitor in its sole discretion subject to the approval of this Court.

42. If a Qualified Bid is received on or prior to the Bid Deadline, the Lender shall adjourn the NYUCC Sale until no later than the Outside Date. If the Release Price is satisfied in full in cash on or before the Outside Date, the Lender shall cancel the NYUCC Sale Process unless

the successful bidder elects to purchase the Centurion Assets pursuant to both the Court approved sale process and the NYUCC Sale Process.

43. Upon receipt by Teleios of either the Release Price or such other amount as Teleios agree, and/or upon the conclusion of the NYUCC Sale, any and all amounts due and owing or any and all financial obligations related to the Indebtedness (as defined in the Credit Documents) due under the Credit Documents are hereby deemed fully satisfied (except that any indemnification obligations and any other provision of the Credit Documents and the Preferred Unit Documents that are stated in the Credit Documents and the Preferred Unit Documents to survive the termination thereof shall so survive the satisfaction of such amounts).

44. In exchange for the valuable consideration provided by Teleios, the Corporate Monitor on behalf of the Corporate Monitorship and the Corporate Consenting Defendants does not have, and hereby forever releases and waives any claims, objections, challenges, counterclaims, causes of action, defenses, setoff rights, obligations, right to subordinate, or any other liabilities arising under applicable law against Teleios or any of its respective affiliates, members, agents, attorneys, advisors, professionals, officers, director, and employees from the beginning of time. The releases contained in this paragraph 42 are and shall be **BINDING** on the Corporate Monitor, the Corporate Monitorship, the Consenting Corporate Defendants and their estates, any subsequent monitor, responsible person, examiner with expanded powers, receiver, any other estate representative, trustee (including any Chapter 11 or Chapter 7 trustee) and all of their successors-in-interest and assigns.

VI. MAPLELIFE

45. The Corporate Monitor is authorized to employ MapleLife as Exclusive Life Settlement Portfolio Sales and Marketing Agent pursuant to the terms set forth in the *Non-*

Disclosure and Exclusive Sales and Marketing Agent Agreement (the “MapleLife Agreement”) referenced in the Motion.

VII. MISCELLANEOUS

46. The Corporate Monitor is authorized and directed to take all actions necessary to effectuate the relief granted pursuant to this Bidding Procedures Order in accordance with the Motion. The Corporate Monitor’s actions under this Bidding Procedures Order are being approved and shall be implemented consistent with the Appointment Orders (which are incorporated herein subject to the provisions of this Bidding Procedures Order that provide other and additional relief than what is provided therein), including without limitation Section XIX thereof.

47. Notwithstanding anything herein to the contrary, MapleLife and Teleios may agree, in their sole and absolute discretion and without further order of the Court, to such other relief as may be necessary. In addition, any party may agree, in its sole and absolute discretion, to relief that is detrimental to such party without further order of the Court.

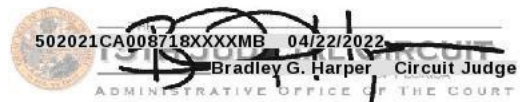
48. Teleios may, in its sole and absolute discretion and without further order of the Court, reduce the Release Price or agree to extend the Outside Date. Teleios agrees to consider any request by the Corporate Monitor to extend any deadlines set forth in this Bidding Procedures Order, provided that any such extension is subject to the sole and absolute discretion of Teleios. Notwithstanding anything herein to the contrary, Teleios shall agree to extend the Bid Deadline and dates thereafter, including the Outside Date, by up to thirty (30) days, should the Corporate Monitor, in his business judgment, makes such request. Thereafter, any further extensions would be subject to the sole and absolute discretion of Teleios.

49. The Corporate Monitor is directed to post this Bidding Procedures Order and related Motion on the Corporate Monitor's website in a conspicuous location.

50. This Bidding Procedures Order shall constitute the Court's findings of fact and conclusions of law and shall take immediate effect upon entry hereof on the Court's docket.

51. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation or interpretation of this Bidding Procedures Order, including, but not limited to, any matter, claim, or dispute arising from or relating to the Bidding Procedures and the implementation of the Order.

DONE AND ORDERED in Chambers at West Palm Beach, Florida.



502021CA008718XXXMB 04/22/2022
Bradley G. Harper
Circuit Judge

Copies to: Counsel of Record and Corporate Monitor

A. Gregory Melchior
Chief Counsel
George Bedell
Chief Counsel
Office of General Counsel
Florida Office of Financial Regulation
200 East Gaines Street
Tallahassee, Florida 32309
greg.melchior@flofr.gov
george.bedell@flofr.gov

Law Offices of Scott Alan Orth
3860 Sheridan Street, Suite A
Hollywood, FL 33021
scott@orthlawoffice.com
service@orthlawoffice.com
eserviceSAO@gmail.com
Attorney for Defendant Marshal Seeman and Twenty-six Defendant Entities

Jeffrey H. Sloman, Esq.
Ian M. Ross, Esq.
Stumphauzer Foslid Sloman Ross & Kolaya, PLLC
One Biscayne Tower
2 South Biscayne Blvd., Suite 1600
Miami, FL 33131
jsloman@sflaw.com
iross@sflaw.com
Attorneys for Defendants Brian J. Schwartz and Ameritonian Enterprises, LLC

Daniel J. Stermer, Esq.
Development Specialists, Inc.
500 W. Cypress Creek Road, Suite 400
Fort Lauderdale, Florida 33309
dsterner@DSIConsulting.com
Corporate Monitor

Brian G. Rich, Esq.
Gavin C. Gaukroger, Esq.
Berger Singerman LLP
525 Okeechobee Blvd., Suite 1250
West Palm Beach, FL 33401
brich@bergersingerman.com
ggaukroger@bergersingerman.com
Attorneys for Corporate Monitor, Daniel J. Stermer

Susan Yoffee, Esq.
Gary A. Woodfield, Esq.
Nason Yeager Gerson Harris & Fumero, P.A.
3001 PGA Blvd., Suite 305
Palm Beach Gardens, FL 33410
syoffee@nasonyeager.com
gwoodfield@nasonyeager.com
sdaversa@nasonyeager.com
Counsel for The Estate of Eric Charles Holtz

Victoria R. Morris, Esq.
Andrew C. Lourie, Esq.
Kobre & Kim LLP
201 South Biscayne Blvd., Suite 1900
Miami, FL 33131
Andrew.Lourie@kobrekim.com
Victoria.Morris@kobrekim.com
Attorneys for Relief Defendant Seeman Holtz Property and Casualty LLC

David L. Luikart III, Esq.
Hill, Ward & Henderson, P.A.
101 East Kennedy Blvd., Suite 3700
Tampa, FL 33602
Dave.luikart@hwlaw.com
Michelle.armstrong@hwlaw.com
Attorneys for Prime Short Term Credit, Inc.

Carey D. Schreiber, Esq.
Winston & Strawn LLP
200 Park Avenue
New York, NY 10166-4193
CSchreiber@winston.com
Attorneys for Teleios

SCHEDULE "A"
BID PROCEDURES

BIDDING PROCEDURES

By motion dated April 6, 2022 (the “**Motion**”), Daniel J. Stermer, as Court-appointed Corporate Monitor (the “**Corporate Monitor**”) for the property, assets, and business of the thirty-two (32) corporate entities pursuant to the *Agreed Order Granting Plaintiff’s Consent Motion for Appointment of Corporate Monitor and Related Injunctive Relief*, dated September 14, 2021, and the *Agreed Order Granting Corporate Monitor, Daniel J. Stermer’s Unopposed Motion to Expand Corporate Monitorship Estate*, dated January 6, 2022, respectfully sought, among other things, approval of certain competitive bidding procedures by which the Corporate Monitor will seek proposals for a transaction or transactions that alone or in combination will allow the Corporate Monitor to maximize the value of its assets (the “**Monitor Refi/Sale Transaction**”). On April 21, 2022, the Circuit Court for the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, Case No. 50-2021-CA-008718-XXXX-MB (the “**Court**”) entered its order (the “**Bid Procedures Order**”), which, among other things, authorized and directed the Corporate Monitor to market its assets to one or more persons that may be interested in refinancing or acquiring the Centurion Portfolio, comprised of sixty-one (61) life insurance policies as further described on Exhibit “A” of the Motion (each a “**Policy**” and, collectively, the “**Policies**”) and all other personal property of Centurion Funding SPV II, including any and all other instruments, documents, and agreements executed and or delivered under or in connection with the Policies (collectively, the “**Centurion Assets**”), all under the procedures described below (the “**Bidding Procedures**”).

Important Dates⁵

In connection with the solicitation of proposals for refinance or sale of the Centurion Assets, the Corporate Monitor, with the assistance of Maple Life Analytics, LLC, the exclusive sales and marketing agent for the Monitor Refi/Sale Process retained by the Corporate Monitor pursuant to Court order (“**MapleLife**”), shall:

Assist Potential Bidders (as defined herein) in concluding their respective due diligence investigations, and accept initial indications of interest in connection with the potential refinance or acquisition of some of or all of the Centurion Assets no later than **5:00 p.m.** (prevailing Eastern Time) on **May 5, 2022** (the “**Initial Indication of Interest Deadline**”);

Negotiate first with Potential Bidders and then with Qualified Bidders (as defined herein) in consultation with Teleios LS Holdings V DE, LLC, as secured lender (the “**Lender**”) and Teleios LS Holdings IV DE, LLC, as holder of the Preferred Units (the “**Holder**” and, collectively with the Lender, “**Teleios**”), in preparation for an auction (the “**Auction**”) to be held **June 1, 2022**, commencing at **10:00 a.m.** (prevailing Eastern Time) as described herein;

Deadline for a Potential Bidder to deliver a Bid pursuant to the Bidding Procedures requirements: **May 26, 2022 at 5:00 pm ET** (5 weeks from the date of the entry of the Bid Procedure Order

Select the Successful Bidder(s) (as defined herein), after consultation with Teleios, at the

⁵ A proposed timeline of events is attached hereto as Exhibit 1.

conclusion of the Auction (if an Auction occurs), and seek authority to refinance or sell the Centurion Assets, in whole or in part, to such Successful Bidder(s) at a hearing (the “**Refinance or Sale Hearing**”) to be held by the Court on **June 16, 2022 at 9:15 a.m.** (prevailing Eastern Time); and

Close and consummate the Monitor Refi/Sale Transaction with the Successful Bidder(s) in accordance with the APA or Refinance Agreement and Sale Order (each as defined below), unless the Corporate Monitor, in the exercise of his reasonable professional business judgment, including consultation with his Counsel and Financial Advisors, and with the consent of Teleios, in its sole discretion, agrees to a later date.

Marketing Process and Access to Diligence Materials

Contact Parties.

The Corporate Monitor, in consultation with his Counsel, Financial Advisors, MapleLife and Teleios, has developed a set of competitive bidding and sale procedures set forth below that are designed to maximize the value of the Centurion Assets. In addition to the parties who have already contacted the Corporate Monitor with an interest in entering into a Monitor Refi/Sale Transaction with the Corporate Monitor in regard to the Centurion Assets, the Corporate Monitor, through his professionals, is compiling a list of potential third parties who the Corporate Monitor believes may have an interest in acquiring or refinancing the Centurion Assets (each a “**Potential Bidder**”). The Corporate Monitor, with assistance from MapleLife, has established a virtual data room (“**VDR**”) populated with due diligence information regarding the Centurion Assets. The Corporate Monitor, with MapleLife’s assistance, will make the VDR available (i) to those Potential Bidders who sign and return a Non-Disclosure and Confidentiality Agreement (“**NDA**”) and (ii) to Teleios. The form of such NDA shall have been approved by the Corporate Monitor, shall be reasonably acceptable to Teleios, and shall otherwise comply with these Bidding Procedures.

Following the entry of the Bidding Procedures Order, the Corporate Monitor, through his professionals, advisors and agents, including MapleLife, will continue to market the Centurion Assets, continue to identify potentially interested parties for the Centurion Assets, continue to contact and engage Potential Bidders to explore their interest in pursuing a Monitor Refi/Sale Transaction and will continue to discuss and may supplement its list of Potential Bidders throughout the marketing process, as he deems appropriate. Potential Bidders may include parties whom the Corporate Monitor or his advisors have previously contacted regarding a potential transaction, regardless of whether such parties expressed any interest, at such time, in pursuing a Monitor Refi/Sale Transaction.

Access to Diligence Materials and Initial Indications of Interest.

To participate in the bidding process and to receive access to due diligence information, such due diligence information being determined by the Corporate Monitor in his discretion (the “**Diligence Materials**”), a Potential Bidder must deliver to Mapl life an executed NDA which includes a statement demonstrating to the Corporate Monitor’s satisfaction a bona fide interest in refinancing or purchasing all or some of the Centurion Assets and describing the Potential Bidder’s proposed transaction(s).

No later than the Initial Indication of Interest Deadline (**5:00 p.m. on May 5, 2022**), each Potential Bidder shall submit an initial indication of interest in connection with the potential refinance or acquisition of some or all of the Centurion Assets, which shall include (i) an indication of which Centurion Assets the Potential Bidder is interested in refinancing or purchasing; (ii) an indication of value or applicable refinance rate or proposed price that the Potential Bidder is considering for its bid; and (iii) sufficient written evidence, which the Corporate Monitor establishes in consultation with Teleios, that the Potential Bidder has the financial ability to consummate the refinance or purchase of the Centurion Assets, should such Potential Bidder submit the highest and best bid for the refinance or sale of the Centurion Assets. The Corporate Monitor shall promptly provide all initial indications of interest to Teleios; provided that Teleios must treat such initial indications of interest as confidential and shall not publicly disclose such information without the written consent of the Corporate Monitor and the applicable Potential Bidder.

A Potential Bidder who qualifies for access to Diligence Materials, as determined by the Corporate Monitor, may proceed to conduct due diligence for a Monitor Refi/Sale Transaction. All due diligence requests must be directed to MapleLife. Diligence Materials may be provided through access to the VDR, which may be maintained by a third-party provider. All due diligence will end on the Bid Deadline (as defined below). Other than MapleLife, no party, including the Corporate Monitor and any of its other representatives, will have any obligation to furnish any information relating to the Centurion Assets to any party. Neither the Corporate Monitor nor the advisors make any representations or warranties as to the Diligence Materials or otherwise, except to the extent as may be set forth in a definitive agreement between the Corporate Monitor and the Successful Bidder relating to a Monitor Refi/Sale Transaction.

All Potential Bidders and Qualified Bidders are prohibited from communicating with any of the Consenting Corporate Defendants' principals, employees, managers, members, officers, landlords, vendors, suppliers, agents, lenders or any other Potential Bidder or Qualified Bidder with respect to any Bid or a Monitor Refi/Sale Transaction absent the prior written consent of the Corporate Monitor; provided that if such consent is given, a representative of the Corporate Monitor and/or MapleLife shall, at the request of the Corporate Monitor, be present for or a party to any such communications.

Bid Requirements

Delivery of Bids.

No later than **5:00 p.m. (prevailing Eastern Time) on May 26, 2022** (the "**Bid Deadline**"), each Potential Bidder interested in maintaining its participation in the bidding process and making a proposal or offer to refinance Teleios' indebtedness or purchase some or all of the Centurion Assets (each a "**Bid**") must deliver copies of the Bid and supporting materials described herein to: (i) Daniel J. Stermer, as Corporate Monitor (DStermer@DSIConsulting.com); (ii) Berger Singerman LLP, c/o Brian Rich, Esq. (email: brich@bergersingerman.com; and (iii) MapleLife c/o Nathan Evans and Mirna Hammoud (Nevans@maplelf.com and mhammoud@maplelifeanalytics.com) (collectively, the "**Notice Parties**"). The Corporate Monitor shall promptly provide each Bid to Teleios; provided that Teleios must treat each Bid as confidential and shall not publicly disclose such information without the written consent of the

Corporate Monitor and the applicable Potential Bidder.

Form and Content of Bid.

A Bid shall consist of a signed letter from a Qualified Bidder stating that:

- a. The Qualified Bidder offers to refinance Teleios' entire indebtedness and preferred units interests or purchase all or some of the Centurion Assets, in each case, with a commitment to close on or before June 21, 2022 (the "**Outside Date**"); and
- b. The Qualified Bidder's offer is irrevocable until two (2) business days after the closing of the sale or refinancing of the applicable Centurion Assets, if the Qualified Bidder becomes a Successful Bidder or a Back-Up Bidder.

No Bid shall be contingent on obtaining financing or any internal approvals, or on the outcome or review of due diligence.

Required Supporting Materials.

A Qualified Bidder's Bid for the Monitor Refi/Sale Transaction shall be accompanied (or preceded) by the following:

- a. If the Qualified Bidder proposes a purchase of the Centurion Assets, a signed "clean" version of an asset purchase agreement, substantially in the form proposed by the Corporate Monitor (the "**APA**"),⁶ together with a marked version to reflect any proposed changes to the APA from the form proposed by the Corporate Monitor and detailing all of the terms and conditions of the proposed Monitor Refi/Sale Transaction; provided that all APAs must contain (i) provisions allowing the Corporate Monitor reasonable access to any books and records purchased by the purchaser for the purpose of administering the Corporate Monitorship; (ii) the purchaser's acknowledgement and representation that the purchaser (A) is purchasing the Centurion Assets on an "as is, where is" basis, (B) has had an opportunity to conduct any and all due diligence regarding the Centurion Assets, (C) has relied solely upon its own independent review, investigation, and/or inspection of all documents and Centurion Assets, and (D) did not rely on any written or oral statements, representations or warranties whatsoever, regarding the assets, except as specifically set forth in the APA; (iii) a requirement that consummation of the sale occur on or before the Outside Date, (iv) that the APA provides for the posting of the full amount of the purchase price in escrow, with a third party financial institution reasonably agreeable to Teleios (the "**Third Party Financial Institution**"), upon the entry of the Refinance/Sale Order (as defined below), and (v) a waiver of any requirement that the Refinance/Sale Order

⁶ The Corporate Monitor will make available a copy of the APA form in the VDR for submission by a Potential Bidder.

be final and non-appealable. Consummation of the Monitor Refi/Sale Transaction shall not be contingent on the purchaser obtaining financing or any internal approvals, or on the outcome or review of due diligence. If the Corporate Monitor selects a Stalking Horse Bidder (as defined below) prior to the Bid Deadline, then other Qualified Bidders must submit a signed “clean” version of the APA comprising the Stalking Horse Bid, together with a marked version to reflect any changes to the Stalking Horse Bid; provided that any such APA submitted by a Qualified Bidder other than the Stalking Horse Bidder may not contain representations and warranties, covenants, termination rights, financing, or due diligence contingencies other than as are included in the Stalking Horse Bid (it being agreed and understood that such Bid shall modify the Stalking Horse Bid as needed to comply in all respects with the Bid Procedures Order (including removing any termination rights in conflict with the Bid Procedures Order) and will remove provisions that apply only to the Stalking Horse Bidder); or

If the Qualified Bidder proposes a refinance of the Teleios Credit Documents and the PUPA, an executed credit agreement detailing all of the terms and conditions of the Monitor Refi/Sale Transaction and complying with all relevant terms listed in subsection (a) above (the “**Refinance Agreement**”); and

- b. Such other documents or information that may be reasonably required by the Corporate Monitor, with the consent of Teleios, to demonstrate a Qualified Bidder’s ability to consummate the transaction(s) that are the subject of its bid(s).

As is/Where is.

The Centurion Assets will be refinanced or sold in its “as is”, “where is” condition and with all faults, with no guarantees or warranties, express or implied. Upon the closing of a Monitor Refi/Sale Transaction, the Centurion Assets will be refinanced or sold free and clear of any and all liens, claims, encumbrances and interests with all such liens, claims, encumbrances and interests to attach to the proceeds of the sale.

Qualified Bid.

A Bid received from a Potential Bidder that meets the requirements set forth above in the Bid Requirements Section (as determined by the Corporate Monitor after consultation with MapleLife and with Teleios) is considered a “**Qualified Bid**” and the Potential Bidder making a Qualified Bid is considered a “**Qualified Bidder.**” The Corporate Monitor reserves the right, subject to the Teleios Consent Rights (defined below), to waive noncompliance with any one or more of such requirements and to deem an otherwise not qualified Bid to be a Qualified Bid. The Corporate Monitor will advise all Qualified Bidders of any such waiver at the Auction.

Notwithstanding anything to the contrary herein, the Corporate Monitor shall not change, alter, modify, or amend without the consent of Teleios (i) the requirement for an APA consistent with these Bid Procedures, (ii) that a Qualified Bid provide for consummation of the refinancing or sale on or before the Outside Date, (iii) the requirement that a Qualified Bid not be contingent on obtaining financing or any internal approvals, or on the outcome or review of due diligence, (iv) any dates or deadlines set forth herein, including the dates of the Auction or the Refinance/Sale Hearing, (v) the requirement that a Qualified Bid include sufficient evidence or information of financial ability to consummate the transaction on or prior to the Outside Date, (vi) the requirement that a Qualified Bid satisfy the Cash Consideration Amount (collectively, (i)–(vi), the “**Teleios Consent Rights**”).

Stalking Horse Bidder, Break Up Fee and Expense Reimbursement

Prior to or after the submission of Bids, the Corporate Monitor, after consultation and with the consent of Teleios, may enter into an agreement (“**Stalking Horse Bid**”), subject to higher and better offers at the Auction (as defined below), providing for a breakup fee (the “**Breakup Fee**”) and/or reimbursement of documented out-of-pocket expenses incurred in connection with the negotiation of the Stalking Horse Agreement (the “**Expense Reimbursement**”), in each case in amounts to be negotiated by the Corporate Monitor in consultation with MapleLife, and subject to the approval of, Teleios and the approval of the Court.

Conduct and Termination of Bidding Process

The Corporate Monitor may, in his reasonable discretion (after consultation with MapleLife and Teleios, and subject to the Teleios Consent Rights): (a) determine whether any Potential Bidder satisfies the requirements specified above to become a Qualified Bidder; (b) coordinate the efforts of Potential Bidders in conducting their respective due diligence investigations regarding the Centurion Assets; (c) determine whether to remove any of the Centurion Assets from the refinance/sale process under these Bidding Procedures; (d) evaluate Bids from Potential Bidders and determine whether any such Bid is a Qualified Bid; (e) negotiate any Bid made to refinance or purchase some or all of the Centurion Assets, and negotiate any related Monitor Refi/Sale Transaction issues; (f) reject any Bid that is (i) inadequate or insufficient, (ii) not in conformity with the requirements of these Bidding Procedures or (iii) contrary to the best interests of the Corporate Monitorship and its estate; (g) waive any terms and conditions set forth in the APA or Refinance Agreement with respect to all Potential Bidders; (h) impose additional terms and conditions with respect to all Potential Bidders; (i) extend the deadlines set forth herein; (j) continue or cancel the Auction and/or Refinance/Sale Hearing in open court without further notice; and (k) make such other determinations as are provided in these Bidding Procedures.

Auction Participation – Qualified Participants and Baseline Bid

Only a Qualified Bidder that has submitted a Qualified Bid is eligible to participate in the Auction. If the Corporate Monitor receives one or more Qualified Bids, and there is no Stalking Horse Bid, then on or before **May 31, 2022 at 5:00 p.m. (prevailing Eastern Time)**, the Corporate Monitor will select, in its reasonable discretion (after consultation with Teleios), the highest or otherwise best Qualified Bid for a sale of the Centurion Assets or the best Qualified Bid for a

refinance of the Centurion Assets (the “**Baseline Bid**”) to serve as the starting point for the Auction on the basis set forth below. The Corporate Monitor and his Counsel shall preside over and conduct the Auction, in consultation with Teleios. Each Qualified Bidder participating in the Auction must confirm (and by its attendance shall be deemed to have confirmed) that (i) it has not engaged in any collusion with respect to the bidding, sale, or refinancing of the Centurion Assets, (ii) it has complied and will continue to comply with the Bidding Procedures, including, but not limited to, refraining from, after the conclusion of the Auction, either submitting a Bid or seeking to reopen the Auction, and (iii) it waives any substantial contribution claim related to bidding for the Centurion Assets. At the Corporate Monitor’s request, each Qualified Bidder shall disclose the direct and indirect legal and beneficial owners of the Qualified Bidder.

The Auction

Time and Place.

If one or more Qualified Bids are received by the Bid Deadline, the Auction will be conducted no later than **10:00 a.m. (prevailing Eastern Time) on June 1, 2022**, by video conference (Zoom) in virtual meeting room(s), or at such other time and place on such date as the Corporate Monitor shall determine and notify the Qualified Bidders and counsel for Teleios. If the Corporate Monitor receives only one Qualified Bid, or Qualified Bids for non-overlapping Centurion Assets, or no Qualified Bids by the Bid Deadline, the Corporate Monitor may file a notice cancelling the Auction.

If no Qualified Bids are received by the Bid Deadline or the Release Price is not paid in full in cash to Teleios on or prior to the Outside Date, Teleios shall have the right to exercise remedies, including foreclosing on its collateral pursuant to a public sale under Section 9-610 of the New York Uniform Commercial Code, in each case, in accordance with the Bid Procedures Order.

Competitive Bidding.

At the Auction, Qualified Bidders will be permitted to increase or improve their Qualified Bids and will be permitted to bid based only upon the terms of the Baseline Bid or the Stalking Horse Bid, as applicable (except to the extent otherwise authorized by the Corporate Monitor, in consultation with Teleios).

Evaluation of Qualified Bids.

For the purpose of determining the Baseline Bid and whether a Qualified Bid submitted at the Auction is higher or otherwise better for the refinancing of the Centurion Assets or is higher or otherwise better for the sale of the Centurion Assets, the Qualified Bid(s) will be valued based upon factors such as: (a) the purported amount of the Qualified Bid; (b) the fair value to be provided to the Corporate Monitor under the Qualified Bid; (c) the ability to consummate any Monitor Refi/Sale Transaction; (d) the type and nature of any requested changes to the Refinance Agreement or the APA; (e) if there are multiple bids for non-overlapping Centurion Assets, whether the aggregate of such bids meet or exceed the Release Price; and (e) any other factors that the Corporate Monitor may reasonably deem relevant. Upon the submission of any Qualified

Bid at the Auction, the Corporate Monitor shall announce to all participants whether the bid submitted is higher or otherwise better for the sale of the Centurion Asset(s) or otherwise better for the refinancing of the Centurion Assets than the previously submitted Qualified Bid.

Each Bid for the refinance or sale of the Centurion Assets must individually, or together with other Bids for non-overlapping assets, provide cash consideration sufficient to satisfy the payment of not less than \$ [REDACTED] (the amount owing to Teleios as of March 1, 2022), subject to the Adjustments (as defined below) (the “**Release Price**”), plus a minimum aggregate overbid amount equal to at least the sum of (x) \$250,000 plus (y) one percent (1%) of the Release Price to be paid in full in cash (the “**Overbid Amount**” and together with the Release Price, the “**Minimum Cash Consideration Amount**”), prior to the Outside Date. The Release Price is subject to change on account of the following: (i) any Policy proceeds that may be paid to the Lender due to a maturity prior to the Outside Date and thus reduce the amount of indebtedness and Release Price; (ii) any additional funding (to be provided by Lender in its sole discretion), in the case of any delay which would increase the Release Price; (iii) a closing prior to the Outside Date which would reduce interest and could result in reduced fees (including attorneys’ fees and expenses), costs and expenses; (iv) additional maturities prior to the Outside Date which, if paid to the Lender as set forth above, would reduce amounts owing to the Lender at the closing; (v) the impact of the process on the fees (including attorneys’ fees and expenses), costs and expenses that may be incurred which could result in an increase or decrease of the Release Price; (vi) any additional interest owing under the Credit Documents at the default rate and costs, fees, and expenses (including estimated attorneys’ fees and expenses) which will increase the Release Price; or (vii) any additional interest owing and costs, fees, and expenses (including estimated attorneys’ fees and expenses) under the Preferred Unit Documents which will increase the Release Price (collectively, (i)-(vii), the “**Adjustments**”).

For a sale of the Centurion Assets, unless there is a Stalking Horse Bid, the bidding will start at the purchase price and terms proposed in the Baseline Bid, and continue in increments of at least \$100,000.00 in cash or cash equivalents (or such other increment announced by the Corporate Monitor prior to the start of or during the Auction); provided, however, that if there is a Stalking Horse Bid that includes an Expense Reimbursement and/or Breakup Fee, the initial overbid must exceed the approved Expense Reimbursement and Breakup Fee by at least \$100,000.00. Overbids for a sale of the Centurion Assets shall not include non-cash consideration until (i) a minimum amount of cash has been bid to satisfy the Minimum Cash Consideration Amount and (ii) there are no further overbids in the form of cash or reduction to cure costs payable by the Corporate Monitor, but thereafter may include non-cash consideration valued by the Corporate Monitor at not less than \$100,000.00. Any overbid shall remain open and binding on the Qualified Bidder until and unless the Corporate Monitor accepts a higher overbid.

For a refinancing of the Centurion Assets, the bidding will start at the terms proposed in the Baseline Bid and continue until there are no overbids with better rates or terms.

Adoption of Auction Rules.

The Corporate Monitor may adopt rules for the bidding process at the Auction that, in its discretion (in consultation with MapleLife and Teleios), will best promote the goals of the bidding process and are not inconsistent with any of the provisions of the Bidding Procedures described

herein. Nothing herein will prevent the Corporate Monitor from having separate negotiations with bidders during the Auction provided that the announcement of any bids actually made will be made in one room, on an open basis. The Auction shall be transcribed by a court reporter retained by the Corporate Monitor.

Designation of Successful Bidder.

At the conclusion of the Auction, the Corporate Monitor, in consultation with MapleLife and Teleios, will (a) review each Qualified Bid made at the Auction on the basis of financial and contractual terms and such factors relevant to the refinance/sale process, including those factors affecting the speed and certainty of consummating the proposed refinance/sale; (b) in his discretion, either identify the highest and best bid for the sale of the Centurion Assets or the best bid for refinancing the Centurion Assets at the Auction (the “**Successful Bid**”); and (c) notify all Qualified Bidders participating in the Auction if they have made a Successful Bid (the “**Successful Bidder**”).

Backup Bidder.

Notwithstanding anything in the Bidding Procedures to the contrary, if an Auction is conducted, the party with the next highest Qualified Bid after the Bid made by the Successful Bidder or otherwise next best Qualified Bid at the Auction, as determined by the Corporate Monitor, in the exercise of his reasonable business judgment and in consultation with Teleios, may be designated as a backup bidder (the “**Backup Bidder**”). If they agree to the designation, the Backup Bidder shall be required to keep open and irrevocable its final Bid (the “**Backup Bid**”) until two (2) business days after the closing of a transaction with the successful Bidder or with the Backup Bidder. Following the Refinance/Sale Approval Hearing, if the Successful Bidder fails to consummate an approved Monitor Refi/Sale Transaction, because of a breach or failure to perform on the part of such Successful Bidder, the Corporate Monitor may designate the Backup Bidder(s) to be the new Successful Bidder, and the Corporate Monitor will be authorized, but not required, to consummate the Transaction with the Backup Bidder(s), without further order of the Court. Within two (2) business days from designation, the Backup Bidder(s) shall be obligated to place in escrow with the Third Party Financial Institution the full amount of the purchase price as set forth in the APA(s).

Notice of Successful Bid.

Promptly after the conclusion of the Auction, the Corporate Monitor will file a notice on the Court’s docket identifying the existence of the Successful Bidder and any applicable Backup Bidder(s).

Presentation of Successful Bids to the Court.

At the Refinance/Sale Hearing, the Corporate Monitor will present each Successful Bid (and may in its discretion present one or more Backup Bids) to the Court for approval.

Consent to Jurisdiction.

All Qualified Bidders at the Auction shall be deemed to have consented to the jurisdiction

of the Court and waived any right to a jury trial in connection with any disputes relating to these Bidding Procedures, the Refinance Agreement, the APA, the Auction or the construction and enforcement of any documents delivered in connection with a Bid.

Acceptance of Qualified Bids

The Corporate Monitor presently intends to refinance or sell the Centurion Assets to the Qualified Bidder(s) that submit(s) the best Qualified Bid(s) in accordance with these Bid Procedures. The Corporate Monitor's presentation to the Court for approval of any Successful Bid does not constitute the Corporate Monitor's acceptance of such Qualified Bid. The Corporate Monitor will be deemed to have accepted a Qualified Bid only when it has been approved by the Court at the Refinance/Sale Hearing. If the Successful Bidder does not close the approved refinance or sale(s), then (in addition to any Backup Bid previously approved by the Court), the Corporate Monitor will have the right to present any other Qualified Bid, whether made prior to or at the Auction, to the Court for approval.

Return of Funds Held in Escrow

Any funds held in escrow by the Third-Party Financial Institution pursuant to an APA for a Qualified Backup Bidder(s) shall be returned to any Backup Bidder(s) within two (2) business days after the closing of a transaction(s) with a Successful Bidder(s) that is not such Qualified Backup Bidder.

Reservation of Rights

The Corporate Monitor reserves the right to make changes in these Bidding Procedures to promote the realization of the highest and best offers for the refinance or purchase of some or all of the Centurion Assets as he may determine to be in the best interest of this case or to withdraw the Motion at any time, with or without prejudice, in each case subject to the Teleios Consent Rights. The Corporate Monitor reserves the right, in the exercise of his reasonable professional business judgment, in consultation with his Counsel and Financial Advisors, and with the consent of Teleios, to make one or more continuances of the Auction to, among other things: facilitate discussions between the Corporate Monitor and individual Qualified Bidders; allow individual Qualified Bidders to consider how they wish to proceed; and give Qualified Bidders the opportunity to provide the Corporate Monitor with such additional evidence as the Corporate Monitor in his reasonable professional business judgment may require, that the Qualified Bidder has sufficient internal resources, or has received sufficient non-contingent debt and/or equity funding commitments, to consummate the proposed Transaction(s) at the prevailing overbid amounts or refinance rate and terms.

The Refinance/Sale Hearing

The Refinance/Sale Hearing shall be held before this Court at **9:15 a.m. (prevailing Eastern Time) on June 16, 2022**, or at such other date, time or method as directed by the Court. The Refinance/Sale Hearing may be adjourned from time to time by the Corporate Monitor, in the exercise of his reasonable professional business judgment, and with the consent of Teleios, to a later date, subject to the availability of the Court. For those parties-in-interest that do not wish to attend the Refinance/Sale Hearing in person, the Refinance/Sale Hearing will also be conducted

by video conference using the services of Zoom Video Communications, Inc.

Objections, if any, to the relief requested in the Motion in respect of the refinance or sale of the Centurion Assets, the determination of which Qualified Bid is the Successful Bid or any other aspect of the Auction must (i) be in writing, (ii) be filed with the Circuit Court on or before **12:00 noon (prevailing Eastern time) on June 2, 2022** (the “**Sale Objection Deadline**”), and (iv) served upon the Notice Parties. Any responses to such objections may be filed no later than seven (7) days prior to the Refinance/Sale Hearing.

Objections, if any to the Auction or the designation of the Successful Bidder(s) and/or Backup Bidder(s) shall be filed no later than one (1) day prior to the Refinance/Sale Hearing.

If any Successful Bidder is selected by the Corporate Monitor, the Corporate Monitor will seek the entry of an order from the Court at the Refinance/Sale Hearing approving and authorizing the proposed sale to the Successful Bidder(s) on the terms and conditions of the Successful Bid (a “**Sale Order**”).

Miscellaneous

Teleios shall be permitted to credit bid up to the amount equal to the Release Price (the “**Credit Bid**”) at the Auction and to interact with MapleLife (including receiving copies of materials prepared by MapleLife) in preparing its Credit Bid. Notwithstanding anything to the contrary contained in the Bidding Procedures, Teleios shall be deemed a Qualified Bidder and Teleios shall not be required to provide any Good Faith Deposit if Teleios submits a Credit Bid.

EXHIBIT 1

PROPOSED TIME-LINE OF EVENTS

Deadline for Initial Indication of Interest by Potential Bidders: May 5, 2022 at 5:00 pm ET (2 weeks from the date of the entry of the Bid Procedure Order)

Deadline for a Potential Bidder to deliver a Bid pursuant to the Bidding Procedures requirements: May 26, 2022 at 5:00 pm ET (5 weeks from the date of the entry of the Bid Procedure Order)

Deadline for selection of highest or otherwise best Qualified Bid if more than one Qualified Bid received and no Stalking Horse Bid: May 31, 2022 at 5:00 pm ET (within 2 business days after the Bid Deadline)

Auction date and time if one or more Qualified Bids are received by the Bid Deadline: June 1, 2022 at 10:00 am ET (within 3 business days of the Bid Deadline)

If a Backup Bidder is designated, deadline for the Backup Bidder to place the purchase price in escrow: _____ (2 business days after said designation)

Deadline for filing an objection to the relief requested in the Motion (“Objection(s)”) June 2, 2022 at 12:00 noon ET (14 days before Refinance/Sale Hearing)

Deadline for filing responses to Objection(s): June 9, 2022 at 12:00 noon ET (7 days before Refinance/Sale Hearing)

Deadline for filing objections to the Auction/Successful Bidder/Backup Bidder: June 15, 2022 (1 day prior to Refinance/Sale Hearing Date).

Refinance/Sale Hearing date and time to approve Successful Bid: June 16, 2022 at 9:15 a.m. ET.

Outside Date: June 21, 2022 (60 days from the date of the entry of the Bid Procedure Order).

SCHEDULE "B"
AUCTION AND SALE NOTICE

**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.

NOTICE OF (A) SOLICITATION OF BIDS TO REFINANCE EXISTING SECURED DEBT OBLIGATIONS OR TO SELL THE CENTURION ASSETS; (B) AUCTION FOR REFINANCE OF EXISTING SECURED OBLIGATIONS OR TO SELL THE CENTURION ASSETS; AND (C) SALE HEARING

PLEASE TAKE NOTICE THAT:

1. Daniel J Stermer, as the Corporate Monitor,⁷ is soliciting offers for the refinance of existing secured debt obligations of Centurion Funding SPV II or to sell the Centurion Assets comprised of sixty-one (61) life insurance policies as further described on **Exhibit “A”** of the Motion⁸ and all other personal property of Centurion Funding SPV II, including any and all other instruments, documents, and agreements executed and or delivered under or in connection with the Policies (collectively, the “Offered Centurion Assets”). The Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida (the “Court”) has entered an order dated April __, 2022 (the “Bidding Procedures Order”), approving that certain Monitor Refi/Sale Process (the “Bidding Procedures”) for the Offered Centurion Assets as set forth in the Motion. A copy of the Bidding Procedures is attached hereto as **Exhibit 1**.

⁷ Capitalized terms not otherwise defined herein have the meaning given to them in the Motion, Bidding Procedures Order or the Bidding Procedures as applicable. In the event of any inconsistency between this Notice and the Bidding Procedures Order, the Bidding Procedures Order shall govern.

⁸ The *Motion For Entry Of An Order Approving (I) A Marketing Process To Refinance Existing Secured Debt Obligation Or Sell Assets, (II) Bid Procedures, (III) The Retention Of Maplelife Analytics, LLC and (IV) The Agreement With Teleios, Including Authorizing Teleios (A) To Commence A Public Foreclosure Process, And (B) To Exercise Certain Remedies* filed on April 6, 2022 (the “Motion”).

2. The Corporate Monitor has proposed a process (the “Monitor Refi/Sale Process”) to either (a) refinance existing secured obligations owing to the Lender under the Credit Documents and owing to the Holder under the Preferred Unit Documents, or (b) sell some or all of the Centurion Assets, in each case to maximize value for the benefit of the Corporate Monitorship Estate, including Noteholders and other parties in interest, as each are further described in the Motion.

3. The Court has scheduled an auction of the Offered Centurion Assets (the “Monitor Auction”) by video conference (Zoom) in virtual meeting room(s), or at such other time and place on such dates as the Corporate Monitor shall determine and notify the Qualified Bidders and counsel for Teleios, subject to the Teleios Consent Rights and rights of the Corporate Monitor to cancel the Auction as set forth in the Bidding Procedures Order. Participation at the Auction is subject to the Bidding Procedures and the Bidding Procedures Order. All interested parties are invited to submit a Qualifying Bid to purchase the Offered Centurion Assets and participate at the Auction.

Event	Date	Description
Initial Indication of Interest Deadline	no later than 5:00 p.m. (prevailing Eastern Time) on May 5, 2022	Deadline to provide the Corporate Monitor with Potential Bidder’s initial indication of interest in connection with the potential refinance or acquisition of some or all of the Centurion Assets.
Bid Deadline	no later than 5:00 p.m. (prevailing Eastern Time) on May 26, 2022	Each Potential Bidder must deliver copies of its Qualified Bid and supporting materials described in the Bidding procedures to the Notice Parties; Disputes to be resolved at the Refinance or Sale Hearing.
Auction		Date than an Auction for the

Event	Date	Description
	to be held June 1, 2022 , commencing at 10:00 a.m. (prevailing Eastern Time);	Centurion Assets will be conducted, if necessary.
Refinance or Sale Hearing	to be held by the Court on June 16, 2022, at 9:15 a.m. (prevailing Eastern Time)	Date for a hearing at which the Court will consider approving the Refinance/Sale of the Offered Centurion Assets to the Successful Bidder or Backup Bidder and will resolve any disputes or objections to the selection of Qualified Bids, Successful Bids, or Backup Bids.
Closing	June 21, 2022 (i.e., 60 days from the date of the entry of the Bid Procedures Order) (the “Outside Date”)	Outside Date on or before which any closing with respect to the Monitor Refi/Sale Process shall occur and the Release Price shall be paid to Telios in full in cash or other immediately available funds.

4. Teleios has agreed to accept a release price that includes the outstanding principal and interest under the Credit Documents at the default rate and costs, fees, and expenses (including estimated attorneys’ fees and expenses) and the Mandatory Full Redemption Payments and interest due and costs, fees, and expenses (including estimated attorneys’ fees and expenses) under the Preferred Unit Documents as of March 1, 2022, subject to certain Adjustments (the “Release Price”), in full and final satisfaction of the Borrower’s obligations under the Credit Documents and the Preferred Unit Documents, if paid in full in cash to Teleios on or before the Outside Date (except that any indemnification obligations and any other provisions of the Credit Documents and the Preferred Unit Documents that are stated in the Credit Documents and the Preferred Unit Documents to survive the termination thereof shall so survive the satisfaction of such amounts).

5. The Release Price shall be adjusted by the following adjustments (collectively, the “Adjustments”): (i) any Policy proceeds that may be paid to the Lender due to a maturity prior to the Outside Date and thus reduce the amount of indebtedness and Release Price; (ii) any additional funding (to be provided by Lender in its sole discretion), in the case of any delay which would increase the Release Price; (iii) a closing prior to the Outside Date which would reduce interest and could result in reduced fees (including attorneys’ fees and expenses), costs and expenses; (iv) additional maturities prior to the Outside Date which, if paid to the Lender as set forth above, would reduce amounts owing to the Lender at the closing; (v) the impact of the process on the fees (including attorneys’ fees and expenses), costs and expenses that may be incurred which could result in an increase or decrease of the Release Price; (vi) any additional interest owing under the Credit Documents at the default rate and costs, fees, and expenses (including estimated attorneys’ fees and expenses) which will increase the Release Price; or (vii) any additional interest owing and costs, fees, and expenses (including estimated attorneys’ fees and expenses) under the Preferred Unit Documents which will increase the Release Price.

6. Teleios is permitted to credit bid up to the amount equal to the Release Price (the “Credit Bid”) at the Monitor Auction and to interact with MapleLife (including receiving copies of materials prepared by MapleLife) in preparing its Credit Bid. Notwithstanding anything contained to the contrary in the Bidding Procedures, Teleios shall be deemed a Qualified Bidder and Teleios shall not be required to provide any deposit if Teleios submits a Credit Bid.

7. In parallel to the Monitor Refi/Sale Process, Teleios is authorized to commence a public sale process of the Collateral pursuant to Section 9-610 (the “NYUCC Sale Process”) of the New York Uniform Commercial Code (the “NYUCC”) in order to allow Teleios to foreclose on the Collateral in accordance with the Credit Documents, the Preferred Unit Documents and the

NYUCC at the completion of the NYUCC Sale Process (the “NYUCC Sale”), including serving a Notification of Disposition of Collateral and any other documentation necessary to effectuate the NYUCC Sale Process.

8. If (i) no Qualified Bid is received on or prior to the Bid Deadline, or (ii) the Release Price is not satisfied in full in cash on or prior to the Outside Date, Teleios is authorized, without further order of the Court to: (A) serve a Notice of Event of Default in accordance with Credit Documents, Preferred Unit Documents and Securities Agreement; (B) exercise any and all rights and remedies under the Credit Documents, Preferred Unit Document and Securities Agreement and serve, deliver, or execute any documents in connection therewith, including to cause the Centurion Portfolio and the proceeds thereof on deposit in and credited to the Securities Account to be withdrawn and transferred to a securities account held by Teleios in accordance with the Securities Agreement by delivering an Entitlement Order (as defined in the Securities Agreement) and any other documents as may be necessary to effectuate such remedies, without the authorization, acknowledgment, or consent of the Borrower or any of the Centurion Related Entities and without further order of this Court deliver an Entitlement Order; and (C) foreclose on the Collateral pursuant to the NYUCC Sale, in each case, free and clear of all liens, claims and encumbrances. Upon such exercise of remedies by Teleios, without further order of the Court, Teleios shall be vested with all right, title, and interest of the Loan Parties in, to, and under the Collateral free and clear of all liens, claims, interests, and encumbrances, and no other or further notice of the Bidding Procedures, Auction, or other information contained herein shall be required.

9. If a Qualified Bid is received on or prior to the Bid Deadline, the Lender shall adjourn the NYUCC Sale until no later than the Outside Date. If the Release Price is satisfied in full in cash on or before the Outside Date, the Lender shall cancel the NYUCC Sale Process unless

the successful bidder elects to purchase the Centurion Assets pursuant to both the Court approved sale process and the NYUCC Sale Process.

10. The Court has scheduled a hearing (the “Refinance/Sale Hearing”) to approve the sale of the Offered Centurion Assets to the best and highest bidder on **June 16, 2022 at 9:15 a.m. (prevailing Eastern Time)** or at such other date, time or method as directed by the Court. The Refinance/Sale Hearing may be adjourned from time to time by the Corporate Monitor, in the exercise of his professional business judgment in consultation with his Counsel and Financial Advisors, and with the consent of Teleios, to a later date, subject to the availability of the Court. The Refinance/Sale Hearing may be adjourned from time to time by the Corporate Monitor, in the exercise of his professional business judgment, and with the consent of Teleios, to a later date, subject to the availability of the Court. **For those creditors and parties-in-interest that do not wish to attend the Refinance/Sale Hearing in person, the Refinance/Sale Hearing will also be conducted by video conference using the services of Zoom Video Communications, Inc.**

11. Objections, if any, to the relief requested in the Motion in respect of the refinance or sale of the Centurion Assets, the determination of which Qualified Bid is the Successful Bid or any other aspect of the Monitor Auction must be (i) in writing, (ii) filed with the Court on or before **12:00 noon (prevailing Eastern time) on June 2, 2022** (the “Refi/Sale Objection Deadline”), and (iv) served upon (x) Daniel J. Stermer, as Corporate Monitor (DStermer@DSIConsulting.com); (y) Berger Singerman LLP, c/o Brian Rich, Esq. (email: brich@bergersingerman.com; and (z) MapleLife c/o Nathan Evans and Mirna Hammoud (Nevans@maplelife.com and mhammoud@maplelifeanalytics.com).

Dated: April ___, 2022

Respectfully submitted,

BERGER SINGERMAN LLP
Counsel for Corporate Monitor
525 Okeechobee Boulevard, Suite 1250
West Palm Beach, FL 33401
Tel. (561) 241-9500
Fax (561) 998-0028

By: /s/ Brian G. Rich

Brian G. Rich, FBN 38229

brich@bergersingerman.com

Gavin C. Gaukroger, FBN 76489

ggaukroger@bergersingerman.com

Michael J. Niles, FBN 107203

mniles@bergersingerman.com

DRT@bergersingerman.com