

**IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA**

OKLAHOMA DEPARTMENT OF )  
SECURITIES, ex rel. IRVING L. )  
FAUGHT, Administrator, )  
 )  
Plaintiff, )  
 )  
 )  
 )  
vs. )  
 )  
ACCELERATED BENEFITS )  
CORPORATION, et al., )  
 )  
Defendants, )

Case No. CJ-1999-2500

Judge Thomas E. Prince

ACHERON PORTFOLIO TRUST, )  
 )  
vs. )  
 )  
H. THOMAS MORAN II, Conservator )  
of certain assets of Accelerated Benefits )  
Corporation, ET AL., )

HEARING SET  
DATE 5/15/2015  
TIME 9:00 am  
JUDGE Prince

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**ACHERON'S MOTION TO COMPEL AND SUPPORTING BRIEF**

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March 20, 2015

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## **I. Introduction**

Intervenor-Plaintiff Acheron Portfolio Trust (“Acheron”) moves the Court under 12 Okla. Stat. § 3237(A) for an order compelling Defendant Asset Servicing Group, L.L.C. (“ASG”) to produce certain information responsive to Acheron’s first and second sets of discovery requests. At issue in this litigation is whether ASG has been adequately performing its duties under a certain Service and Escrow Agreement. One of ASG’s key obligations under that agreement is to track and monitor the health status of insureds (or viators) who previously sold their life insurance policies. Acheron contends ASG’s methodology for tracking the insureds and reporting their demise falls short of the “reasonable efforts” required by the Service and Escrow Agreement.

Accordingly, Acheron has served discovery intended to uncover ASG’s tracking methodology and efficacy. ASG has refused to produce certain information necessary to Acheron’s investigation of its claims and responsive to Acheron’s first and second sets of discovery (ASG’s discovery responses are attached as Exhibits 1 and 2, respectively). For the reasons discussed below, the Court should require ASG to: (i) produce the personal information of the insureds in the ABC Portfolio so that Acheron can search for additional policy maturities; (ii) produce un-redacted and complete files for 128 insureds ASG does not appear to have successfully contacted since before 2008; (iii) explain how ASG has identified each policy maturity since May 24, 2006 and produce supporting documentation; (iv) produce all correspondence it has had with insurance companies since 2008 that relate to the disability status of an insured; and (v) supplement the discovery responses it has previously agreed to supplement. In support of its motion, Acheron submits the following brief.

## II. Background

### A. General background.

#### 1. *Original action by Department of Securities.*

Accelerated Benefits Corporation (“ABC”) was in the business of selling investments in viatical settlements. In a viatical settlement, the insured of a life insurance policy (or viator) would sell his or her interest in the death benefit proceeds from that policy to an investor (here, ABC) in exchange for a cash payment during the viator’s life. ABC funded its purchase of viatical settlements by soliciting money from its own investors in exchange for share of the death benefit proceeds paid upon each viator’s death. The Oklahoma Department of Securities filed this action against ABC and other Defendants on April 8, 1999, alleging that Defendants violated various provisions of the Oklahoma Securities Act. The Department alleged the investments in viatical settlements were “securities” within the meaning of the Act but that Defendants had failed to register them as such. Additionally, the Department alleged that Defendants made material misrepresentations in marketing the investments to the public.

Following a bench trial in January 2001, the Court found in favor of the Department. Thereafter, on February 6, 2002, the Court created the present conservatorship in lieu of a judgment for restitution and in order to prevent further irreparable injury to ABC’s investors. The Court appointed H. Thomas Moran II as Conservator of certain of ABC’s assets, including the ABC Portfolio of life insurance policies, and authorized Mr. Moran to administer those policies for the benefit of the ABC investors. This included the authority to sell the un-matured policies to institutional investors.

## 2. *The Option Purchase Agreement.*

On May 24, 2006, after two previous transactions with other institutional investors failed, the Conservator entered into an Option Purchase Agreement (the “OPA”) with Lorenzo Tonti, Ltd., Acheron’s predecessor in interest, in which Lorenzo Tonti acquired an option to purchase the ABC Portfolio of life insurance policies. (OPA, Ex. 3). That same day, the Conservator, Lorenzo Tonti, and Defendant HTM Conservator, LLC, entered a Service and Escrow Agreement (“Service Agreement”), which was incorporated into the OPA. (Service Agreement, Ex. 4). Lorenzo Tonti’s interest in the OPA and Service Agreement was assigned to Acheron on January 1, 2008. Defendant ASG performs virtually all of HTM’s obligations under the Service Agreement, which relates primarily to tracking the insureds and applying for death benefits when the policies mature.

At the time it executed the OPA, Lorenzo Tonti paid \$800,000 for the “exclusive and irrevocable option” to purchase the ABC Portfolio in accordance with the terms of the OPA. (OPA, ¶ 1B, Ex. 3 at 2). In addition, Lorenzo Tonti paid a \$50,000 Earnest Money Deposit, which is held in escrow by HTM and will ultimately be applied toward the total Purchase Price of \$38,050,000. (*Id.* ¶¶ 1A, 6, 6.1, at 2, 4). The OPA is structured so the Buyer (now Acheron) pays the premiums for the policies as well as the fees and expenses charged by the Servicer (functionally ASG). When a policy matures, either 60% or 75% of the proceeds, depending on the size of the policy, is applied against the Purchase Price and distributed to the original ABC investors. (*Id.* ¶¶ 6.2, 6.4, at 4-5). The remaining proceeds are paid to the Buyer and not applied against the Purchase Price. Once the full Purchase Price has been paid, the Conservator will assign any un-matured policies to the Buyer. (*Id.* ¶ 6.6, at 5-6).

Through December 31, 2014, Acheron has paid \$13,348,760 toward the Purchase Price, excluding the Earnest Money Deposit.

According to the Service Agreement, the Servicer is required to, among other things, “use reasonable efforts to monitor the health status and last known address of each Insured.” (Service Agreement, ¶ 2.1, Ex. 4 at 2). To that end, the Servicer is required to “contact the physician of each Insured for which a valid medical release is available” once per year so that it can “determine the health status of each such Insured.” (*Id.* ¶ 2.1.1). Additionally, the Servicer must contact each insured “not less frequently than semi-annually” to track the insured’s whereabouts, health status, and whether the insured has changed regular physicians. (*Id.* ¶ 2.1.2). The Servicer is also required to use reasonable efforts to renew disability premium waivers currently in effect and apply for such waivers if the Servicer learns the insured has become disabled. (*Id.* ¶ 2.2). Further, the Servicer is required to use reasonable efforts to identify policy maturities, apply for death benefits, and then distribute the proceeds as provided by the OPA. (*Id.* ¶¶ 2.3-2.4, at 3). The Servicer also pays the policy premiums with funds provided by the Buyer and performs various accounting functions. In exchange, the Buyer pays the Servicer a monthly, per-policy fee and reimburses it for certain expenses. (*Id.* ¶ 6.1, at 9 & Schedule 3). Through December 31, 2014, Acheron has paid ASG approximately \$4,000,000 in fees under the Service Agreement.

**B. The present litigation and discovery dispute**

The crux of Acheron’s claim is that ASG is not using reasonable efforts to track the insureds and that, as a result, it has lost contact with a significant number of them and does not know whether they are living or dead. This manifested in early 2013 when ASG first notified Acheron of two insureds who died over nine years before. During this litigation,

three additional insureds have been identified who passed away over two years before ASG allegedly learned of their deaths. Acheron discovered one of those demises and notified ASG's counsel of it before ASG notified Acheron. (Stein Letter of October 23, 2014, Ex. 5; Hermes Email of October 31, 2014, Ex. 6).

Based on ASG's discovery responses and other information, it appears that, at best, ASG merely sends a mailer to (most of) the insureds' last know address every six months to a year but, at least prior to 2013 when the present dispute arose, rarely conducts any follow-up phone call or other investigation if the mailer is not returned by the insured. Moreover, ASG's mailers do not ask questions regarding the insureds' health status, as explicitly required by paragraph 2.1.2(b) of the Service Agreement, nor do they seek any information pertaining to the insureds' disability status, which is implicitly required by paragraph 2.2(b). (Example of Returned Mailer, Ex. 7). Additionally, ASG admits that it does not contact the insureds' physicians and ask about the insureds' health status, even when it has obtained a HIPAA release, as required by paragraph 2.1.1 of the Service Agreement. (Resp. to Interrog. No. 16, Ex. 1 at 18). Additionally, Acheron believes ASG relies primarily, if not exclusively on the Social Security Death Master File to identify when an insured passes away, which is contrary to ASG's own public statement that it uses "other sources and tracking methods" to supplement the death master file since that database has become less reliable. (ASG July 20, 2012 Press Release, Ex. 8). Acheron contends these practices fall short of industry standard and violate the Service Agreement. Acheron also asserts other claims less relevant to the present motion.

On November 14, 2013, Acheron served its first set of discovery on ASG. ASG responded to those requests on December 31, 2013 but did not produce any documents at that

time. On April 17, 2014, ASG made its first document production, a 484-page spreadsheet printout that purports to show the dates ASG attempted to contact each insured from 2008 through early 2014. Over the next several months, Acheron's counsel repeatedly requested additional responsive documents, particularly the mailers returned by the insureds and any logs or other documents showing ASG's efforts to track the insureds' health status or contact their physicians. ASG produced a couple thousand pages of documents on May 29, 2014,<sup>1</sup> but the mailers and health status log were not forthcoming. On August 1, 2014, ASG finally produced another approximately 400-page spreadsheet that purports to be a log of notes made by ASG employees when contacting the insureds from 2008 until some time in 2014.

On September 22, 2014, ASG produced redacted mailers returned by 136 of the 752 active viator files. Before it would agree to produce the returned mailers for the remaining insureds, ASG requested that Acheron explain why the returned mailers are relevant.<sup>2</sup> In the course of negotiating whether the remaining mailers should be produced, Acheron and ASG agreed that ASG could forego producing the remaining mailers if it would (i) stipulate that the two spreadsheet logs it previously produced were accurate and complete representations of its efforts to contact the insureds for the time period they purport to cover; (ii) provide the mailers for one particular insured; (iii) produce an example of each form of mailer ASG sent to the insureds since 2006; and (iv) produce the full viator files for insureds whose death

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<sup>1</sup> A significant portion of this production was the redacted files for five insureds selected at random, which ASG provided as an example of the information ASG keeps in hard copy. The remainder was primarily emails between ASG and Acheron and ASG's correspondence with insurance companies in 2013 regarding disability premium waivers, though other miscellaneous documents were also produced.

<sup>2</sup> The answer to that question is that the mailers will show what information ASG asked the insureds to provide, and it will also demonstrate whether the spreadsheet logs ASG produced are accurate.

ASG failed to identify within 1 year, as well as the insureds Acheron believes ASG has failed to contact based on the two spreadsheet logs ASG did produce.<sup>3</sup> ASG complied with the first three items of the agreement, but a dispute has developed regarding the fourth.

Additionally, on October 23, 2014, while the above discussions were ongoing, Acheron served ASG with a second set of discovery on October 23, 2014. On December 17, 2014, ASG responded to that second set of discovery by objecting and refusing to provide most of the requested information, although ASG did produce documents responsive to one of the requests for production contained therein (No. 13), as well as certain documents ASG agreed to produce as part of the above-described agreement.

On December 19, 2014, Acheron's counsel and ASG's counsel held a telephone conference to discuss their outstanding discovery issues, though few issues were resolved in that meeting.<sup>4</sup> On December 24, 2014, per the parties' agreement regarding the mailers, Acheron's counsel provided ASG's counsel with the list of 8 insureds/13 policies where it took ASG more than 1 year to identify the policy maturity, and a list of 128 insureds that, according to the spreadsheet logs, ASG has apparently not successfully contacted since 2008. By separate email [Ex. 9] and letter [Ex. 10] both dated January 12, 2015, ASG's counsel objected to producing the full viator files for the 128 insureds Acheron requested and proposed a compromise regarding certain other discovery issues. On January 30, 2015,

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<sup>3</sup> This last item was tentative because ASG reserved the right to object to the list of insureds provided by Acheron if it thought the list was unreasonable, which ASG did. No written correspondence confirms the parties' agreement. However, if ASG takes the position the parties' agreement is not valid, Acheron will insist that ASG produce all mailers returned by the insureds and any other documents evidencing ASG's efforts to contact the insureds, their nominees, or their physicians, as originally requested in Request for Production No. 8.

<sup>4</sup> This was not counsel's first telephone conference regarding discovery issues. It is mentioned specifically here while others are not because the prior conferences are not particularly relevant to the present dispute.

Acheron's counsel sent a letter [Ex. 11] to ASG's counsel that responded to each issue raised by ASG's counsel, discussed Acheron's position on all other outstanding discovery issues, and proposed certain compromises.

On February 23, 2015, counsel held another telephone conference in which they discussed each point raised in the January 30, 2015 letter. During that conversation, ASG's counsel agreed that ASG would supplement its answers to Interrogatory Nos. 15 and 28 by the end of the week and that it would supplement its answer to Interrogatory No.7, provided the parties could reach an agreement on a more robust protective order.<sup>5</sup> Additionally, ASG's counsel advised that she would check on whether ASG had certain electronic records and on the number of files ASG would have to review in order to comply with Acheron's discovery requests, and would consider supplementing its answers to Interrogatory Nos. 14 & 25 and Request for Production Nos. 11 & 12. Counsel also stated that ASG would stand on its objections to answering Interrogatory No. 24 and to producing the 128 viator files ASG requested as part of the mailer agreement.

Subsequently, ASG's counsel agreed to supplement ASG's answer to Interrogatory No. 14 in an email dated March 10, 2015 [Ex. 12], and she circulated a proposed protective order on March 17, 2015 [Ex. 13]. No supplemental discovery responses have been forthcoming, however, and ASG has not advised whether it will supplement its responses to Interrogatory No. 25 or Request for Production Nos. 11 & 12. Acheron's counsel called ASG's counsel one last time on March 20, 2015, but no additional progress was made. In order to minimize further delay, Acheron filed the present motion to compel.

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<sup>5</sup> ASG's counsel also agreed to provide the verifications for ASG's interrogatory answers and confirm that ABC 000001 – 000484 was the exhibit intended to answer Interrogatory No. 16. Those matters have been resolved.

### **III. Argument**

The scope of discovery under the Oklahoma Discovery Code is broad. Any information that is relevant to the subject matter involved in the action and not privileged is discoverable. 12 Okla. Stat. § 3226(B)(1)(a). A discovery request seeks relevant information so long as it is reasonably calculated to lead to the discovery of admissible evidence. *See id.* The party opposing discovery has the burden of showing that discovery should not be had. *Crest Infiniti, II, LP v. Swinton*, 2007 OK 77, ¶ 16, 174 P.3d 996, 1004. Moreover, the Oklahoma Discovery Code should be liberally construed in favor of disclosure in order to “eliminate secrets and surprise, prevent the trial of a lawsuit from becoming a guessing game, and lead to fair and just settlements without the necessity of trial.” *Boswell v. Schultz*, 2007 OK 94, ¶ 14, 175 P.3d 390, 395 (quoting *State ex rel. Remington Arms Co. v. Powers*, 1976 OK 103, ¶ 4, 552 P.2d 1150, 1152).

In this case, the requested information is plainly relevant. Acheron contends, among other things, that ASG’s methodology for tracking the insureds in the ABC Portfolio and identifying policy maturities is ineffective and falls short of the “reasonable effort” required by the Service and Escrow Agreement. The present discovery requests are targeted at obtaining information that will demonstrate what ASG’s methodology is and whether that methodology is as effective as ASG claims. This is information Acheron can only obtain from ASG, and ASG cannot demonstrate discovery is improper in this case. Therefore, the Court should grant Acheron’s motion to compel.

#### **A. The insureds’ personal information is discoverable.**

In Interrogatory No. 24, Acheron asked ASG to “[i]dentify the full social security number and last-known address for each Insured.” ASG refused to answer, claiming the

information is not relevant and that it is prohibited from disclosing the insureds' personal information based on the Oklahoma Viatical Settlements Act and similar laws found in some other states. ASG's objections are not well taken.

First, this information is relevant because Acheron can use the insureds' names, last known addresses, and social security numbers to double-check ASG's tracking work. This information—particularly the insureds' social security numbers—may allow Acheron to identify additional policy maturities that ASG has not yet identified or reported. As discussed above, Acheron has already identified one such maturity, and two other suspicious maturities have come to light during the pendency of this litigation. This is not the proverbial “fishing expedition.” If Acheron is able to identify additional policy maturities that ASG has not yet identified or reported, that would be strong evidence that ASG is not satisfactorily performing its obligations under the Service and Escrow Agreement. Therefore, this information is reasonably calculated to lead to the discovery of admissible evidence and is thus discoverable unless privileged.

Additionally, the viatical settlement acts do not create a privilege that ASG can assert against Acheron. Rather, those acts are general confidentiality statutes designed to prevent the unwarranted disclosure of private information. Although the insureds' privacy should be protected, the viatical settlement acts do not prevent the disclosure of that information altogether in the context of a lawsuit like this one. The proper course here is for ASG to disclose the insureds' personal information under the Agreed Protective Order that was entered by this Court on July 3, 2014. That will adequately protect the insureds' privacy while allowing Acheron to check whether ASG has been performing certain of its contractual obligations.

*1. The Oklahoma Viatical Settlements Act and similar laws from other states do not create a privilege in favor of ASG.*

The Oklahoma Viatical Settlements Act generally prohibits ASG and “any other person with actual knowledge of an insured’s identity” from disclosing an insured’s identity or his or her financial or medical information, except in certain circumstances listed in the statute. 36 Okla. Stat. § 4055.6(B). Viatical settlement acts from other states contain similar provisions. *See generally* Exhibit 13.<sup>6</sup> There is a notable exception to those prohibitions, however, because disclosure of the insureds’ personal information is permissible when “otherwise allowed or required by law.” *See* 12 Okla. Stat. § 4055.6(B); *accord* Exhibit 14. Here, the disclosure is “otherwise allowed or required by law” because the insureds’ personal information is responsive to Acheron’s discovery requests in this litigation. *See* 12 Okla. Stat. § 3226(B)(1)(a) (“Parties may obtain discovery regarding any matter, not privileged, which is relevant to the subject matter involved in the pending action . . .”). Therefore, the viatical settlement acts do not prevent Acheron from discovering the insureds’ personal information in this lawsuit.

ASG may argue the viatical settlement acts create a privilege and therefore the insureds’ personal information is exempt from discovery. But these general confidentiality statutes do not create any privilege, particularly not one ASG can assert against Acheron here. Generally speaking, the various privilege doctrines developed to protect “interests and relationships which are deemed to be of sufficient social value to override the use of the evidence in the resolution of legal controversies.” 3 Leo H. Whinery, *Oklahoma Evidence*:

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<sup>6</sup> Exhibit 14 is an index of citations to the relevant statutes and regulations from the 41 states with viatical settlement acts that regulate disclosure of the insureds’ personal information of which Acheron is aware. Of these, Alaska’s, New Jersey’s, and Wisconsin’s laws lack an explicit “except as otherwise allowed by law” exception. None of those laws, however, creates an evidentiary privilege.

*Commentary on the Law of Evidence* § 35.02 (2d. ed. 2000) (attached as Exhibit 14). Most privileges are limited to communications made in the course of a protected relationship and they afford a personal, waivable right to refuse to disclose information that may only be asserted by someone whose interest the privilege is designed to protect. *See generally* 12 Okla. Stat. §§ 2502-2511 (Oklahoma privilege statutes).

The prohibitions against disclosure contained in the viatical settlements acts are different. They do not protect any interest held by ASG, but rather command ASG not to disclose other persons' private information except in limited circumstances reasonably necessary to effecting the viatical settlement transaction. Additionally, unlike the attorney-client or journalist privileges, for example, the general privacy statutes at issue here are not intended to encourage any relationship or activity that would be chilled if the requested information is disclosed in litigation under a confidentiality order. Rather these privacy statutes are merely intended to prevent the voluntary disclosure of the insureds' privacy information. They do not create a privilege against disclosing that information in the face of court process.

Acheron is not aware of any case from any jurisdiction directly on point. However, the general rule is that confidentiality statutes do not create an evidentiary privilege unless it is clear the legislature intended that result. *See, e.g., In re F.E.F.*, 594 A.2d 897, 904 (Vt. 1991) ("Because evidentiary privileges directly undercut the truth-seeking function of court proceedings, we will not construe a confidentiality statute as creating an evidentiary privilege unless the intent to do so is clear."). Accordingly, many statutes that contain a confidentiality or non-disclosure provision have been held to not create privileges that wholly exempt relevant information from discovery or admissibility at trial. *See, e.g., Nguyen Da Yen v.*

*Kissinger*, 528 F.2d 1194, 1204-05 (9th Cir. 1975) (“state adoption laws limiting disclosure of adoption records” were “confidential but not privileged.”); *Reef v. Fetzer*, 78 F.R.D. 34, 36 (W.D. Okla. 1976) (statute limiting disclosure of education records did not create privilege); *In re Powell*, 227 B.R. 61, 65-66 (Bankr. D. Vt. 1998) (bank investigations confidential but not privileged); *F.E.F.*, 594 A.2d at 904-05 (statutes limiting disclosure of records of child abuse and neglect proceedings did not create privilege); *Cherry Grove Sav. & Loan Co. v. Ohio Deposit Guarantee Fund*, 515 N.E.2d 30, 34-35 (Ohio Ct. Cm. Pleas 1986) (bank secrecy statute did not create privilege).

In this case, the viatical settlement acts do not create an evidentiary privilege. The non-disclosure statutes contains several exceptions, including an exception for disclosures “otherwise allowed or required by law.” If the legislatures had intended to create a privilege, the statutes would provide that ASG and similar entities have the right to refuse to disclose the information in the face of court process. *See, e.g.*, 12 Okla. Stat. §§ 2502(B), 2503(B) (stating that attorneys’ clients and doctors’ patients have “a privilege to refuse to disclose and prevent any other person from disclosing” certain information); *People v. Stanaway*, 521 N.W.2d 557, 565-66 (Mich. 1994) (statute in question stated that a “social worker shall not be required to disclose a communication” and therefore created an evidentiary privilege). But that is not what the viatical settlement acts were intended to do.<sup>7</sup> Therefore, these “general confidentiality statute[s] give[] way when disclosure is provided by law, which covers mandated disclosure for use in a court proceeding.” *F.E.F.*, 594 A.2d at 904.

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<sup>7</sup> In fact, the Oklahoma regulations contemplate that a viatical settlement provider or broker can be compelled to produce the insureds’ personal information in response to a subpoena. *See* Okla. Admin. Code § 365:25-11-8(a).

Accordingly, ASG should be required to produce the insureds' personal information under the Agreed Protective Order already in place.

2. *Alternatively, Acheron is entitled to the insureds' personal information because it has acquired an ownership interest in the policies.*

In 2006, Acheron's predecessor in interest, Lorenzo Tonti, Ltd., paid \$800,000 for the option to purchase the ABC Portfolio and put down another \$50,000 in earnest money toward the Purchase Price. (OPA, ¶ 1A-1B, Ex. 3 at 1-2). Since July 15, 2006, approximately \$13,348,760 of the revenue from policy maturities has been paid toward the purchase price and distributed to the ABC investors. In addition, Acheron has paid approximately \$4,000,000 in servicing fees to ASG pursuant to the Service and Escrow Agreement over that same period. There is no disputing that Acheron has made a substantial investment in the ABC Portfolio. Despite this, ASG takes the incredible position that Acheron has no right to basic information about its investment.

To be sure, the Option Purchase Agreement provides that Acheron will not acquire full legal title and physical possession of the policy files until after the Purchase Price is paid in full. (OPA, ¶ 6.6, Ex. 3 at 5). But that does not mean Acheron has no right to the information about its investment now. This situation is similar to a seller-financed real estate transaction where the seller holds onto the deed until the full purchase price is paid. The buyer does not obtain full legal title until the debt is paid and the deed is delivered; however, the buyer does have a real, equitable interest in the property. *See generally First Mustang State Bank v. Garland Bloodworth, Inc.*, 1991 OK 65, 825 P.2d 254, 257-59 (discussing doctrine of equitable conversion). The same is true for Acheron here.

Moreover, the policy files were previously made available to Lorenzo Tonti prior the execution of the Option Purchase Agreement. (OPA, ¶ 8.10, Ex. 3 at 8). Indeed, the names

of the insureds—which ASG now insists on redacting—are listed on Exhibit A of that agreement. Additionally, the Service Agreement grants Acheron the right to determine which policies should be surrendered or sold prior to their expiration date, a function that is difficult to perform without knowing the insureds’ health information.<sup>8</sup> (Service Agreement, ¶ 2.7, Ex. 4 at 4). Further, although the act was not in effect when the policies at issue here were viaticated,<sup>9</sup> the Oklahoma Viatical Settlement Act specifically requires a viatical settlement provider to disclose to a viator that his or her “medical, financial or personal information . . . may be provided to someone who buys the policy or provides funds for the purchase.” 36 Okla. Stat. § 4055.8(A)(10). If viatical settlement providers are required to advise an insured that his or her personal information may be subsequently disclosed to someone who purchases the policy or the purchaser’s lender, it stands to reason that a viatical settlement purchaser like Acheron is in fact entitled to that information. Why else require the disclosure?

For these reasons, ASG should be required to provide the insureds’ personal information to Acheron under the existing Agreed Protective Order.

**B. ASG should produce the full, un-redacted viator files for the 128 insureds Acheron contends ASG has failed to successfully contact since 2006.**

As discussed in the background section above, ASG agreed to produce the viator files for two categories of insureds as part of a compromise regarding which documents it needed to produce in response to Acheron’s Request for Production No. 8: (i) viator files for insureds whose death ASG failed to identify within 1 year; and (ii) viator files for insureds

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<sup>8</sup> ASG has previously disclosed certain insureds’ personal and health information to Acheron for that purpose. (Email from Christie Reid on December 9, 2013, Ex. 16).

<sup>9</sup> A “viaticated policy” is “a life insurance policy or certificate that has been acquired by a viatical settlement provider pursuant to a viatical settlement contract.” 36 Okla. Stat. § 4055.2(19).

Acheron contends ASG has failed to successfully contact since 2008. ASG produced redacted viator files for 8 insureds responsive to the first category but contends it would be unduly burdensome for it to produce the 128 files responsive to the second and that those files are not relevant. However, the only reason ASG contends it would be unduly burdensome to produce these files is because of the time and legal expense that will be required to redact the insureds' personal information from those files. As discussed in the preceding section, ASG should not be redacting the insureds' personal information from the documents it produces to Acheron. Therefore, ASG's undue burden argument is without merit.

Furthermore, the viator files for these insureds are relevant to Acheron's claims. These are the insureds ASG appears to have not successfully contacted for several years, and are therefore the most likely insureds to have passed away. For some of them, ASG's logs do not reflect any contact or other indication the insured is alive. (E.g., Insured 6422V, Ex. 17). For others, the logs indicate the insured has not been contacted personally but state that ASG believes the insured is alive based upon the insured's voicemail or Facebook page, even when ASG's employees acknowledge they cannot determine the last time the insured posted. (E.g., Insured 0308V, Ex. 18; E.g., Insured 6795V, Ex. 19). And often a purported contact with an insured's voicemail is only marked "successful" after several failed call attempts, presumably to the same number. (E.g., Insured 6795V, Ex. 19). Still other entries show the insured as alive based only on an "SIS" report from "Bruce." (Insured 8517V, Ex. 20). The SIS reports have not been produced. Under the circumstances, ASG should be required to produce the complete viator files for these insureds so that Acheron can fully evaluate ASG's tracking methodology and attempt to determine whether these insureds are living.

Therefore, ASG's objections should be overruled and the Court should require ASG to produce the full, un-redacted viator files for the 128 insureds Acheron previously requested files for.<sup>10</sup>

**C. ASG should be required to explain how it has identified each policy maturity since May 24, 2006 and/or produce all documents evidencing the same.**

Interrogatory No. 25 asks ASG to explain how it learned of each policy maturity since 2006. Request for Production No. 12 requests that ASG produce all documents that evidence or relate to the death of any insured since the same date. (Def. Resp. to Second Set of Discovery, Ex. 2 at 5 & 9). ASG objects to producing this information on the bases of relevance, undue burden, and that its tracking methodology is allegedly proprietary. (*Id.* at 5-6 & 9). These objections should be overruled and ASG should be required to produce the requested information.

As an initial matter, the relevance objection is baseless. The Service and Escrow Agreement requires ASG to use "reasonable efforts" in tracking the insureds and to file for policy benefits on Acheron's behalf once ASG learns of the death. (Service Agreement, ¶¶ 2.1 & 2.3, Ex. 4 at 2-3). It is undisputed that there are 8 known instances where ASG failed to identify a policy maturity within one year of the insured's death. The discovery of two of these in early 2013 is what prompted Acheron to begin investigating ASG's tracking methods and eventually lead to this lawsuit. Three others have come to light since then. Moreover, Acheron identified one of these maturities and notified ASG of it before ASG reported the maturity to Acheron. Acheron believes ASG's methodology for tracking the

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<sup>10</sup> The list was prepared based upon a good-faith review of the spreadsheet logs produced by ASG. However, it is possible the list contains errors and lists insureds who have been successfully contacted by ASG. Acheron will agree to remove any insured from the list who ASG demonstrates it has contacted directly since 2008.

insureds and identifying policy maturities is ineffective and falls short of industry standard. These discovery requests are targeted at obtaining information relevant to that issue.

Next, ASG contends it would be unduly burdensome to answer this interrogatory because there have been over 220 policy maturities since 2006 and ASG does not have an electronic record that shows how each policy maturity was identified going back to that date. (Emmons Email of January 12, 2015, Ex. 9). When determining whether burden imposed by a discovery request is “undue,” the Court should generally balance the cost of producing the information against the requesting party’s need for it in light of the amount at stake in the litigation. *See generally* 12 Okla. Stat. § 3226(B)(2) (limitations on frequency or extent of discovery). Since the party opposing discovery has the burden of showing that discovery should not be had, *Crest Infiniti, II, LP v. Swinton*, 2007 OK 77, ¶ 17, 174 P.3d 996, 1004, any ambiguity as to whether discovery is proper allowed should be resolved in favor of disclosure. *See Boswell v. Schultz*, 2007 OK 94, ¶ 14, 175 P.3d 390, 395. “When the discovery sought appears relevant on its face, the party resisting discovery has the burden to establish the requested discovery . . . is of such marginal relevance that the potential harm occasioned by discovery would outweigh the ordinary presumption in favor of broad disclosure. *Cardenas v. Dorel Juvenile Group, Inc.*, 232 F.R.D. 377, 382 (D. Kan. 2005).

Here, the methodology ASG uses to track the insureds and identify policy maturities is at the heart of this case. Acheron cannot obtain this information from any other source. As a result, ASG’s must carry a very heavy burden in order to resist discovery here, and it cannot do so. ASG contends it would be unduly burdensome to review the 220-plus files necessary to formulate an answer to Interrogatory No. 25. But ASG could virtually eliminate that burden by producing the documents it would need to review to answer that interrogatory

under the Agreed Protective Order already in place. *See* 12 Okla. Stat. § 3233(C). Those documents are responsive to Request for Production No. 12 in any event. And as discussed above, ASG does not need to redact the insureds' personal information from the documents it produces. Furthermore, even if the Court concludes ASG should redact the insureds' personal information, it would not be unduly burdensome to require ASG to answer Interrogatory No. 25 and produce documents responsive to RFP No. 12 because this information is central to Acheron's theory of the case and it cannot be obtained from any other source. Therefore, ASG's undue burden objection should be overruled.

Finally, ASG contends it should not be required to respond to these discovery requests because its tracking methodology is proprietary. Although Oklahoma recognizes a "privilege" for trade secrets, that privilege is not absolute. *See* 12 Okla. Stat. § 2508. In order to withhold information on this basis, ASG must demonstrate the requested information is in fact a trade secret and that its disclosure would be harmful. *In re Cooper Tire & Rubber Co.*, 568 F.3d 1180, 1190 (10th Cir. 2009). Even it makes that showing, however, the requested information is still discoverable unless the harm of disclosing the information to Acheron outweighs Acheron's need for it. *See id.*; *accord In re Continental Gen. Tire, Inc.*, 979 S.W.2d 609, 613 (Tex. 1998) (adopting the same standard in connection with state privilege statute similar to § 2508). As discussed above, ASG's methodology for tracking insureds and identifying policy maturities is central to Acheron's claims and cannot be obtained from any other source. In these circumstances the Court should "compel disclosure of the information, subject to an appropriate protective order." *Continental General Tire*, 979 S.W.2d at 613.

Therefore, the Court should compel ASG to answer Interrogatory No. 25 and produce all non-privileged documents responsive to Request for Production No. 12.

**D. The Court should order ASG to produce all correspondence it has had with any insurance carrier since 2008 regarding the disability status of any insured in the ABC Portfolio.**

Acheron's Request for Production No. 11 seeks all correspondence between ASG and the insurance carrier for any policy in the ABC Portfolio since 2008 that relates to the disability status of any insured. ASG objects to producing this information on the bases of relevance and undue burden. ASG's objections should be overruled.

ASG is required to use reasonable efforts to renew existing disability premium waivers and apply for such waivers if it learns an insured has become disabled. (Service Agreement, ¶ 2.2). The requested correspondence would allow Acheron to verify ASG is doing so. Therefore, this request seeks relevant information.

As to ASG's contention this request would be unduly burdensome because ASG would have to review over 1100 policy files to produce the information, that supposed burden should be evaluated against Acheron's need for the information. The correspondence is needed to evaluate ASG's performance under the Service Agreement. Also, one would reasonably expect ASG to maintain the requested correspondence in electronic format. Additionally, ASG should be able to determine which policies had a disability premium waiver in effect during the relevant time period, and determine the policies for which ASG applied for such a waiver during that referenced time frame. That information should narrow the universe of policy files ASG has to review substantially. ASG should not have to review all 1100 policy files "page by page" to respond to this discovery request, as ASG contends. Even if it does, that additional expense is a function of ASG's record keeping and Acheron

should not be penalized for it. Therefore, the Court should compel ASG to produce documents responsive to Request for Production No. 12.

**E. The Court should require ASG to supplement the discovery responses it has already agreed to supplement within 15 days of the Court's order, if ASG has not already done so by the time this motion is heard.**

ASG's counsel has agreed to supplement its answers Interrogatory Nos. 7,<sup>11</sup> 14, 15, & 28. Acheron fully anticipates ASG will eventually supplement its responses to these requests based on counsel's representations. This item is included here only because certain of these supplementations were supposed to have been made already and the present motion was being filed anyway. Therefore, in the event ASG has not supplemented its responses to these requests by the time the Court hears this motion, Acheron requests the Court order ASG to supplement its responses to these discovery requests within 15 days.

**F. The Court should award Acheron the reasonable costs and attorney's fees it incurred in filing the present motion.**

When the Court grants a motion to compel discovery, the moving party is entitled to recover the reasonable costs and attorney's fees it incurred in filing the motion, unless the Court finds the resisting party's position "was substantially justified or that other circumstances make an award of expenses unjust." 12 Okla. Stat. § 3227(A)(4). The movant does not need to show the party resisting discovery acted in bad faith. Here, the linchpin of ASG's discovery objections was its insistence that it could not disclose the insureds' personal information to Acheron. As discussed above, that position is not supported by law. Therefore, the Court should award Acheron the reasonable costs and attorney's fees it

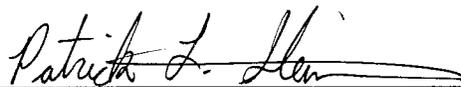
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<sup>11</sup> ASG's agreement to supplement Interrogatory No. 7 was made subject to counsel agreeing to the terms of a revised protective order. ASG's counsel provided a draft protective order for Acheron's review on March 17, 2015.

incurred in bringing this motion. Acheron will submit detailed time records and other supporting documents at the Court's direction.

#### **IV. Conclusion**

For the reasons discussed above, the Court should require ASG to: (i) produce the personal information of the insureds in the ABC Portfolio so that Acheron can search for additional policy maturities; (ii) produce un-redacted and complete files for 128 insureds ASG does not appear to have successfully contacted since before 2008; (iii) explain how ASG has identified each policy maturity since May 24, 2006 and produce supporting documentation; (iv) produce all correspondence it has had with insurance companies since 2008 that relate to the disability status of an insured; and (v) supplement the discovery responses it has previously agreed to supplement. Acheron also requests the Court award Acheron the reasonable costs and attorney's fees incurred in bringing the present motion, and any other relief the Court determines to be proper.



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**Attorneys for Acheron Portfolio Trust**

**CERTIFICATE OF SERVICE**

This certifies that on the 20<sup>th</sup> day of March, 2015, I caused a copy of the foregoing to be hand-delivered to:

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**Attorneys for HTM, ASG, and  
the Conservator, H. Thomas Moran II**

and sent via first-class mail to:

Patricia A. Labarthe  
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Patrick L. Stein

**IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA**

OKLAHOMA DEPARTMENT OF )  
SECURITIES, ex rel. IRVING L. )  
FAUGHT, Administrator, )

Plaintiff, )

vs. )

ACCELERATED BENEFITS )  
CORPORATION, et al., )

Defendants, )

Case No. CJ-1999-2500

Judge Thomas E. Prince

ACHERON PORTFOLIO TRUST, )

vs. )

H. THOMAS MORAN II, Conservator )  
of certain assets of Accelerated Benefits )  
Corporation, ET AL.,. )

HEARING SET  
DATE 5/15/2015  
TIME 9:00 am  
JUDGE Prince

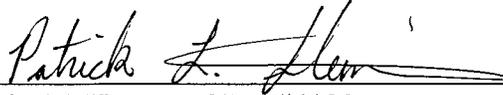
**APPENDIX TO  
ACHERON'S MOTION TO COMPEL AND SUPPORTING BRIEF**

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March 20, 2015

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1. ASG Responses to First Set of Discovery
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7. Example of Returned Mailer
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15. 3 Leo H. Whinery, *Oklahoma Evidence: Commentary on the Law of Evidence* § 35.02
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17. Contact log for Insured 6422V
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19. Contact log for Insured 6795V
20. Contact log for 8517V

  
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This certifies that on the 20<sup>th</sup> day of March, 2015, I caused a copy of the foregoing to be hand-delivered to:

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**Attorneys for HTM, ASG, and  
the Conservator, H. Thomas Moran II**

and sent via first-class mail to:

Patricia A. Labarthe  
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First National Center, Suite 860  
120 North Robinson  
Oklahoma City, OK 73102

  
Patrick L. Stein

IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA

Oklahoma Department of Securities,	)	
<u>ex rel.</u> Irving L. Faught, Administrator,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	Case No. CJ-99-2500-66
	)	
Accelerated Benefits Corporation, a Florida	)	
Corporation, <i>et al.</i> ,	)	
	)	
Defendants.	)	
	)	
Acheron Portfolio Trust,	)	
	)	
vs.	)	
	)	
H. Thomas Moran II, Conservator of certain assets	)	
of Accelerated Benefits Corporation, HTM	)	
Conservator, L.L.C., and Asset Servicing Group,	)	
L.L.C.	)	

**ASSET SERVICING GROUP L.L.C.'S REPOSSES TO  
ACHERON'S FIRST SET OF DISCOVERY REQUESTS**

Pursuant to OKLA. STAT. tit., 12 §§ 3226, 3233, 3234 and 3236. Asset Servicing Group, L.L.C. ("ASG") hereby submits the following responses and objections to Acheron's First Set of Discovery Requests to ASG (collectively the "Discovery Requests"). All responses contained herein are based only upon such information and documents presently available to ASG. Further discovery, investigation, research and analysis may supply additional facts and documents and/or add meaning to known facts. Further, the responses below are given without prejudice to ASG's right to later produce additional information and documents.

## GENERAL OBJECTIONS TO DISCOVERY REQUESTS

ASG makes the following preliminary objections and qualifications:

1. ASG objects to any definitions, words or terms beyond their ordinary and accepted usage or beyond that required by 12 OKLA. STAT. § 3226.
2. ASG objects to the Discovery Requests to the extent they seek to impose obligations on it that are not imposed by, or are otherwise inconsistent with, the Oklahoma Discovery Code.
3. The information supplied by these responses is that currently available to ASG and ASG reserves the right, but assume no obligation beyond that required or imposed by 12 OKLA. STAT. § 3226(E) to supplement or modify the information contained in these responses should additional or different information become available through discovery or otherwise.
4. ASG objects to the Discovery Requests to the extent they impose upon ASG a duty to seek out information not in its possession, custody or control.
5. ASG objects to the Discovery Requests to the extent they call for information that is equally available to Plaintiff or is already in Plaintiff's possession, custody or control.
6. ASG objects to the Discovery Requests to the extent they call for a legal conclusion or legal argument.
7. ASG objects to the Discovery Requests to the extent they seek or require the disclosure of information or documents that are protected from discovery by attorney-client privilege, the attorney work product doctrine, and/or any other applicable privilege or immunity.
8. ASG objects to the Discovery Requests to the extent they are not relevant to the claim or defense of any party, not relevant to the subject matter of the lawsuit, and not reasonably calculated to lead to the discovery of admissible evidence.

9. ASG objects to the Discovery Requests to the extent they call for information without regard to a time period reasonably related to the subject matter of this lawsuit.

10. In providing responses to the Discovery Requests, ASG does not in any way waive or intend to waive, but rather intends to preserve and is preserving:

a. All objections to the competency, relevancy, materiality and admissibility of the Discovery Requests, ASG 's responses or the subject matter;

b. All objections as to vagueness, ambiguity or other infirmity in the form of the Discovery Requests, and any objections based on the undue burden imposed thereby;

c. All rights to object on any ground to the use of any of the information provided in response to the Discovery Requests, or their subject matter, in any subsequent proceedings, including the trial of this or any other lawsuit;

d. All rights to object on any ground to any other discovery requests involving or related to the subject matter of the Discovery Requests;

e. The right to revise, correct, supplement or clarify any of the responses to the Discovery Requests; and

f. Any and all privileges and/or rights under the applicable provisions of the Oklahoma Discovery Code or Evidence Code.

11. The failure to object on a particular ground or grounds shall not be construed as a waiver of ASG 's rights to object on any additional grounds.

**SPECIFIC OBJECTIONS AND RESPONSES  
TO ACHERON'S REQUESTS FOR ADMISSION**

Subject to and without waiver of the general objections stated above, ASG responds to the specific Requests for Admissions as follows:

**Request for Admission No. 1:** Admit that for each policy that was added to the ABC Portfolio as a result of the settlement of the Allstate Class Action, as described in the McVay letter, you did not communicate to Acheron the addition of that policy to the ABC Portfolio other than by adding the policy to the monthly invoices sent to Acheron.

**Response to Request for Admission No. 1:** Denied. ASG communicated the addition of these Policies to the Portfolio by including the Policies on the monthly list of Policies provided by Acheron. ASG further states that it did not exercise any options to acquire these Policies; rather, Allstate issued the Policies as part of the settlement without any request being made by ASG for additional coverage.

**Request for Admission No. 2:** Admit that for each policy added to the ABC Portfolio after the execution of the Asset Purchase Agreement and for which a policy premium was paid, you did not seek authorization to pay the premium for that policy from Acheron.

**Response to Request for Admission No. 2:** As an initial matter, ASG assumes that by "Asset Purchase Agreement" Acheron is referring in the Discovery Requests to the Option Purchase Agreement ("OPA") entered into between Acheron's predecessor-in-interest, Lorenzo Tonti, Ltd., and the Conservator, and approved by the Court in the above-referenced matter. Assuming so, ASG denies the matters contained in this Request for several reasons. One, Acheron explicitly authorized the purchase of two (2) Policies that were added to the ABC Portfolio after the execution of the OPA and for which a premium was paid. Secondly, ASG provided Acheron a monthly list of the Policies in the Portfolio – including those Policies that were added after execution of the OPA – along with each Policy's corresponding premiums. This list of Policies was attached to the monthly invoices ASG submitted to Acheron for its approval and authorization. Acheron approved, authorized and funded the premiums for each

Policy listed, including those Policies added to the Portfolio after execution of the OPA.

**Request for Admission No. 3:** Admit that for each policy added to the ABC Portfolio after the execution of the Asset Purchase Agreement and for which a policy premium was paid, you did not seek authorization to pay the premium for that policy from Acheron in a communication identifying that policy.

**Response to Request for Admission No. 3:** Denied. *See* Response to Request for Admission No. 2, above.

**Request for Admission No. 4:** Admit that for each policy added to the ABC Portfolio after the execution of the Asset Purchase Agreement and for which a policy premium was paid, you did not seek authorization from Acheron to add that policy to the ABC Portfolio.

**Response to Request for Admission No. 4:** Denied. Acheron explicitly authorized the purchase of two (2) Policies that were added to the ABC Portfolio after the execution of the OPA and for which a premium was paid. Secondly, ASG provided Acheron a monthly list of the Policies in the Portfolio – including those Policies that were added after execution of the OPA. This list of Policies was attached to the monthly invoices ASG submitted to Acheron for its approval and authorization. Acheron approved, authorized and funded the addition of each Policy issued after execution of the OPA.

**Request for Admission No. 5:** Admit that for each policy added to the ABC Portfolio after the execution of the Asset Purchase Agreement and for which a policy premium was paid, you did not seek authorization from Acheron in a communication identifying that policy to add that policy to the ABC Portfolio.

**Response to Request for Admission No. 5:** Denied. *See* Response to Request for Admission No. 4, above.

**Request for Admission No. 6:** Admit that for each policy added to the ABC Portfolio after the execution of the Asset Purchase Agreement and for which a policy premium was paid, you did not seek authorization from Acheron in a communication identifying that policy to charge Acheron to service that policy.

**Response to Request for Admission No. 6:** Denied. ASG provided Acheron with a list of the Policies for which ASG was charging servicing fees with each monthly invoice submitted to Acheron for approval and authorization. This list included each Policy added to the ABC Portfolio after execution of the OPA. Acheron approved, authorized and funded the servicing fees for each such Policy.

**Request for Admission No. 7:** Admit that for each policy added to the ABC Portfolio after the execution of the Asset Purchase Agreement and for which a policy premium was paid, you did not seek authorization from Acheron to charge Acheron to service that policy.

**Response to Request for Admission No. 7:** Denied. *See* Response to Request for Admission No. 6, above.

**Request for Admission No. 8:** Admit that for each policy added to the ABC Portfolio after the execution of the Asset Purchase Agreement and for which a policy premium was paid, you did not seek authorization from Acheron in a communication identifying that policy to charge Acheron to service that policy.

**Response to Request for Admission No. 8:** Denied. *See* Response to Request for Admission No. 6, above.

**Request for Admission No. 9:** Admit that you have not applied for an accelerated death benefit for any Policy as of the date of the McVay letter.

**Response to Request for Admission No. 9:** Admitted. However, the Service and Escrow Agreement ("Servicing Agreement") between Acheron, the Conservator and HTM Conservator, LLC ("HTM") does not require ASG, the Conservator or HTM apply for accelerated death benefits for the Policies.

**Request for Admission No. 10:** Admit that from some time in 2006 through at least August of 2013 you had been overcharging Acheron for the Monthly Base Fee Acheron pays for each un-matured policy based upon your miscalculation of the CPI factor to be used in calculating such fee.

**Response to Request for Admission No. 10:** Admitted in part and denied in part. While some monthly invoices inadvertently overcharged Acheron primarily due to miscalculation of the Consumer Product Index ("CPI") adjustments to the Monthly Base Fee charged to Acheron for servicing the Policies, ASG also inadvertently undercharged Acheron for servicing fees for other months for the same reason.

**Request for Admission No. 11:** Admit that you issued a credit to Acheron for overbilling resulting from your use of the wrong CPI calculation.

**Response to Request for Admission No. 11:** Admitted.

**Request for Admission No. 12:** If you admitted the immediately preceding request for admission, further admit that no part or component of the referenced credit included interest on the amounts Acheron had been overcharged.

**Response to Request for Admission No. 12:** Denied. Since applying the credit to Acheron of the inadvertent overcharges, ASG has credited Acheron with interest on the amount of these overcharges. ASG further states that it has not requested interest from Acheron on the amounts Acheron underpaid for servicing fees.

**Request for Admission No. 13:** Admit that you issued a credit to Acheron for servicing fees for policies issued by Allstate as a result of a class action settlement.

**Response to Request for Admission No. 13:** Admitted.

**Request for Admission No. 14:** If you admitted the immediately preceding request for admission, further admit that no part or component of the referenced credit included interest on the amounts Acheron had been paying to service those policies.

**Response to Request for Admission No. 14:** Admitted. However, ASG was under no contractual obligation to issue the credit and did so in an effort to resolve this issue with Acheron.

#### **SPECIFIC OBJECTIONS AND RESPONSES TO ACHERON'S INTERROGATORIES**

Subject to and without waiver of the general objections stated above, ASG responds to the specific Interrogatories as follows:

**Interrogatory No. 1:** If you failed to admit any of the preceding requests for admission, state the material facts upon which you base each denial.

**Response to Interrogatory No. 1:** The factual basis for each such denial is set forth above in ASG's Responses to Requests for Admission.

**Interrogatory No. 2:** Identify every person who assisted in answering or responding to these Discovery Requests.

**Response to Interrogatory No. 2:** ASG objects to this Interrogatory for the reason that the Interrogatory calls for the production of information that is protected by attorney-client privilege and/or the attorney work product doctrine. Notwithstanding said objection and without waiving the same, ASG states that the following persons assisted ASG's counsel in drafting these Responses: Tom Moran, Sheri Townsend and Pam Maule.

**Interrogatory No. 3:** Describe your document retention policy.

**Response to Interrogatory No. 3:** ASG maintains all documents relating to the servicing of the Policies in hard-copy and/or electronic form.

**Interrogatory No. 4:** Describe the steps you have taken to preserve information that is potentially relevant to this litigation. Your explanation should include, but is not limited to, the date(s) you implemented any litigation hold, the persons you have identified or designated as custodians of potentially relevant information, the scope of information that is being preserved, and how such information is being preserved.

**Response to Interrogatory No. 4:** ASG maintains all documents relating to the servicing of the Policies in hard-copy and/or electronic form. Although additional steps were not necessary to preserve potentially relevant information, ASG has instructed its employees that no documents relevant to the servicing of the Policies are to be destroyed or altered, and that all such documents are to be retained during the pendency of the litigation. All information and documents relating to the servicing of the Policies are being preserved. Sheri Townsend is the records of this information.

**Interrogatory No. 5:** Identify all persons who are likely to have personal knowledge of any fact alleged in the Petition or in your Answer to the Petition, and state the subject matter of the personal knowledge possessed by each such person.

**Response to Interrogatory No. 5:** ASG objects to this Interrogatory for the reason that it calls for the production of information that is protected by attorney-client privilege and/or the attorney work product doctrine. Notwithstanding said objection and without waiving the same, ASG states that the following persons have personal knowledge of the facts alleged in the Petition or in ASG's Petition: Tom Moran, Sheri Townsend, Pam Maule, Michelle Nashert,

Jean-Michel Paul and Patrick Yan. Mr. Moran, Ms. Townsend, Mr. Paul and Mr. Yan each have personal knowledge regarding the servicing of the Policies, the Servicing Agreement, management of the Portfolio, invoicing for monthly servicing fees and premium payments, addition of Policies to the Portfolio and other matters contained in Acheron's Petition and/or ASG's Answer. Ms. Nashert has personal knowledge regarding the CPI adjustments used to calculate the Monthly Base Fee charged to Acheron and other matters regarding invoicing for servicing of the ABC Portfolio.

**Interrogatory No. 6:** Describe the procedures you utilize to track Insureds of the ABC Portfolio. If your procedures have changed since you began providing services for the ABC Portfolio, describe any such changes and state the date each change in procedure was implemented.

**Response to Interrogatory No. 6:** ASG objects to this Interrogatory for the reasons that the Interrogatory calls for the production of information that is proprietary, constitutes trade secrets of ASG and is protected from discovery. Notwithstanding said objection, and without waiving the same, in accordance with the Servicing Agreement ASG mails Insured Update forms requesting updated contact information and physician information to each Insured twice every year (*e.g.*, in 2013, ASG sent Insured Update forms to each Insured in March and again in September). The Insureds are requested to either confirm their current, or provide their updated, contact information (*i.e.*, address, phone number, email, *etc.*), physician information, and third-party contacts. If an Insured does not respond after approximately thirty (30) days, ASG resends the Insured Update packet to the Insured as well as to each of the third-party contacts the Insured has provided to ASG or are part of the Insured's file. If ASG has still not received a response from an Insured after approximately thirty (30) days from resending the Insured Update, ASG

will attempt to contact the Insured and his or her third-party contacts by telephone and email. If ASG does not receive a response from the Insured or the Insured's contacts, and cannot confirm the Insured's death, ASG attempts to locate the Insured by searching the internet, various databases, social media and other means, including in some instances the services of a private investigator.

**Interrogatory No. 7:** Identify every third-party database you subscribe to or utilize, or have in the past subscribed to or utilized in providing policy management services to the ABC Portfolio, and provide the time period in which each was used.

**Response to Interrogatory No. 7:** ASG objects to this Interrogatory for the reasons that the Interrogatory calls for the production of information that is proprietary, constitutes trade secrets of ASG and is protected from discovery. Notwithstanding said objection, and without waiving the same, ASG states that the non-proprietary database it utilizes is the Death Master File.

**Interrogatory No. 8:** For each year since 2006, describe the methodology you used to adjust the Base Rate, as that term is defined in Schedule 3 of the Service Agreement, for inflation.

**Response to Interrogatory No. 8:** For each year since 2006, ASG calculated the Base Rate using the Initial Base Rate (per the terms of the Servicing Agreement) of \$32.88. Each year after the effective date of the Servicing Agreement, ASG adjusted the Base Rate based upon the CPI. The CPI adjustments were calculated according to the formula set forth in Exhibit 3 to the Servicing Agreement. In July of 2013, ASG conducted an audit of the CPI adjustments to the Base Rate since 2006 and discovered that ASG had made these annual adjustments in May of each year following the effective date of the Servicing Agreement, rather than in January as

provided by the Servicing Agreement. This delay in calculating the CPI adjustments to the Initial Base Rate inured to Acheron's benefit because it delayed the increase in the Initial Base Rate from January 2007 (when the Base Rate should have been increased based on the CPI per the terms of the Servicing Agreement) to May 2007 (when ASG actually adjusted the Base Rate to account for changes in the CPI). Additionally, when ASG made the CPI adjustments beginning in May 2007, it mistakenly used a CPI published earlier than that specified in the Servicing Agreement. After conducting its audit in July 2013, ASG credited Acheron with the amount of overcharges resulting from these errors and interest on the overcharges.

**Interrogatory No. 9:** Identify every Policy that has been added to the ABC Portfolio after the Service Agreement was executed.

**Response to Interrogatory No. 9:** ASG objects to this Interrogatory for the reason that it seeks information that has been provided, and is equally available, to Acheron. Notwithstanding said objection and without waiving the same, the following Policies were added to the ABC Portfolio after the Service Agreement was executed by Acheron:

Viator Code 1019V-2, policy #LEE111873

Viator Code 0586V-2, policy #LEE010767

Viator Code 6900V-2, policy #LEE002598

Viator Code 8692V-2, policy #97517942

Viator Code 6094V-3, policy #LF23458261

Viator Code 6094V-4, policy #LF27131809

Viator Code 3581V-2, policy #05097173

Viator Code 8369V-2, policy #008188241L

**Interrogatory No. 10:** For each Policy identified in response to the immediately preceding interrogatory, state whether the Policy attaches or is otherwise related to another Policy in the ABC Portfolio (*i.e.*, whether the Policy is a rider).

**Response to Interrogatory No. 10:** ASG objects to this Interrogatory for the reason that it seeks information that has been provided, and is equally available, to Acheron. ASG further objects to this Interrogatory for the reasons it is vague and ambiguous. Notwithstanding said objection, and without waiving the same, ASG states each Policy identified in the preceding response is otherwise related to another Policy on the ABC Portfolio as follows:

Viator Code 1019V-2, policy #LEE111873 – Policy issued by Allstate as result of class action settlement related to policy # 772881377.

Viator Code 0586V-2, policy #LEE010767 – Policy issued by Allstate as result of class action settlement related to policy #786668433.

Viator Code 6900V-2, policy #LEE002598 – Policy issued by Allstate as a result of class action settlement related to policy 779672182.

Viator Code 8692V-2, policy #97517942 – Policy issued through conversion of term rider for policy #2703553; without conversion, death benefit would have been forfeited.

Viator Code 6094V-3, policy #LF23458261 – Policy issued through exercise of Guaranteed Insurability Option Benefit for policy #LF13144291, which allowed ASG to increase coverage at predetermined dates with no evidence of insurability; purchase authorized by Jean-Michel Paul.

Viator Code 6094V-4, policy #LF27131809 – Policy issued through exercise of Guaranteed Insurability Option Benefit for policy # LF13144291, which allowed ASG to increase coverage at predetermined dates with no evidence of insurability; purchase authorized by Patrick Yan.

Viator Code 3581V-2, policy #05097173 – Policy issued after conversion of rider to policy # 04583985; without conversion, death benefit would have been forfeited at the policy anniversary following insured's 65<sup>th</sup> birthday.

Viator Code 8369V-2, policy #008188241L – Purchased to prevent loss of coverage from the reduced face amount on the decreasing Whole Life policy, policy # 004287927. Policy matured 6/19/09 and death benefit of \$4,000 paid to Acheron and the remaining purchase price Acheron is obligated to pay under the terms of the OPA was reduced by

\$6,000. Acheron received \$4,000 in death benefit and the outstanding purchase price for the ABC Portfolio under the terms of the OPA was reduced by \$6,000 with Acheron's only outlay of cash being \$420.24 in servicing fees. \$216.70 paid in premiums was refunded by the carrier.

**Interrogatory No. 11:** For each Policy that was not in existence at the time of the execution of the Asset Purchase Agreement:

- (a) state the date on which you first began charging Acheron to service that policy;
- (b) describe the communications in which you advised Acheron that another policy had been added to the ABC Portfolio; and
- (c) describe the process by which ASG determined it could add that policy to the ABC Portfolio and charge to service that policy.

**Response to Interrogatory No. 11:**

(a)

Viator Code 8692V-2, policy #97517942 was added 7/1/2006 – began charging servicing in January of 2007.

Viator Code 6094V-3, policy #LF23458261 was added 10/04/2006 – began charging servicing in January of 2007.

Viator Code 6094V-4, policy #LF27131809 was added 10/04/09 – began charging servicing in January 2010.

Viator Code 3581V-2, policy #05097173 was added 5/27/2012 – began charging servicing in July 2012.

Viator Code 8369V-2, policy #0081882411. was added 7/2/2008 – began charging servicing in January 2009.

Viator Code 1019V-2, policy #LEE111873 was added 4/18/2007 – began charging servicing fees in July 2007; all servicing fees credited/refunded to Acheron in October 2013.

Viator Code 0586V-2, policy #LEE010767 was added 4/18/2007 – began charging servicing fees in July 2007; all servicing fees credited/refunded to Acheron in October 2013.

Viator Code 6900V-2, policy #LEE002598 was added 4/18/2007 – began charging servicing fees in July 2007; all servicing fees credited/refunded to Acheron in October 2013.

(b)

As stated above in Response to Interrogatory No. 10, three (3) of these Policies were added to the Portfolio after Allstate issued them, with no purchase cost, in connection with a class action settlement. Three (3) of these Policies were added to preserve the death benefits of the related Policies, which would have otherwise been forfeited. As also stated above, the two (2) remaining Policies were added to the Portfolio in order to take advantage of an option to purchase additional coverage, at predetermined dates and with no evidence of insurability, with explicit approval of Acheron.

(c)

ASG objects to this Interrogatory for the reason that it is vague and ambiguous. Notwithstanding this objection, and without waiving the same, ASG states that with respect to the Policies issued by Allstate, Allstate issued the Policies as the result of a class action settlement. ASG did not request issuance of these Policies. When ASG received the Policies from Allstate, ASG added the Policies to the Portfolio in the normal course of business. With respect to the Policies for which coverage would have terminated, ASG reviewed the options for preserving coverage and took the necessary action to maintain coverage. With respect to the Policies for which an option existed to increase coverage, ASG obtained approval from the Conservator and Acheron to increase coverage through the exercise of a rider or option.

**Interrogatory No. 12:** Provide the following information for every witness you expect to call at trial as an expert witness:

(a) The witness's name;

- (b) The witness' contact address;
- (c) The subject matter upon which the witness will testify;
- (d) The substance of the facts and opinions to which the witness is expected to testify;
- (e) A summary of the grounds for any opinions;
- (f) The witness' qualifications, including a list of all publications the witness has authored or co-authored in the last ten years;
- (g) The compensation to be paid to the witness for his or her testimony and preparation to give that testimony; and,
- (h) A listing of all other cases in which the witness has testified as an expert at trial or by deposition within the preceding four years.

**Response to Interrogatory No. 12:** ASG has not made a determination as to expert witnesses it intends to call at trial. ASG will supplement its response to this Interrogatory after it makes this determination.

**Interrogatory No. 13:** With respect to each as the five riders that were not issued by Allstate (as referred to on page 14 of the McVay letter), please state by specific reference to the language of the OPA and the attachments thereto where the OPA provides for the purchase of that rider by Acheron.

**Response to Interrogatory No. 13:** The OPA does not address the management of the ABC Portfolio, ASG's duties or ASG's authority to make decisions necessary to preserve the value of the Portfolio. However, the Conservator is authorized by the Court to manage the Policies and to take the necessary steps to protect the ABC Investors' interests in the Policies, which are owned by HTM for the benefit of the ABC Investors until Acheron has paid the entire purchase price due under the terms of the OPA. *See* Order Appointing Conservator and Transferring Assets, entered February 7, 2002. Further, the Conservator, HTM and ASG are authorized by the Servicing Agreement, which was approved by the Court, to manage the

Policies, including the exercise of options necessary to avoid the loss of coverage and death benefits.

**Interrogatory No. 14:** Identify each Policy for which ASG has sought to continue or renew a disability waiver, and describe the steps ASG has taken to renew such waiver, and the date(s) on which ASG took such steps.

**Response to Interrogatory No. 14:** See Exhibit 1 to these Responses.

**Interrogatory No. 15:** Identify each Policy for which ASG has sought to apply for a waiver of premium, and state the date upon which such waiver was first sought by ASG, and identify all documents evidencing or supporting any such request.

**Response to Interrogatory No. 15:** ASG objects to this Interrogatory for the reason that it calls for information that is neither relevant nor likely to lead to the discovery of relevant information. The Servicing Agreement requires only that ASG continue or renew waivers for Policies for which the premiums were being paid as of the effective date of the Servicing Agreement as a result of a disability rider. Consequently, it is immaterial whether ASG sought to apply for a waiver of premium for any of the Policies.

**Interrogatory No. 16:** For each Policy, state (1) the dates on which insured contact was made (as described on page 2 of the McVay letter quoting the ASG Agreement), and the nature of the contact (*e.g.*, phone, email, returned postcard); (2) the dates on which physician contact was made (as described on page 2 of the McVay letter, quoting the ASG Agreement), and the nature of the contact (*e.g.*, phone, email, returned postcard).

**Response to Interrogatory No. 16:**

(1) See Exhibit 2 to these Responses for the dates of contact.

(2) As Acheron is aware, prior to July 2013 Acheron had never requested ASG contact the physicians of the Insureds or complained about lack of contact with the physicians or monitoring of the Insureds' health status. Accordingly, ASG has not contacted the Insureds' physicians.

**Interrogatory No. 17:** For each year the Service Agreement has been in effect, describe in detail the efforts you employed to monitor the health status and last known address of each Insured.

**Response to Interrogatory No. 17:** As Acheron is aware, prior to July 2013 Acheron had never requested ASG monitor the health status of the Insureds or complained about lack of monitoring. Accordingly, ASG has not done so. ASG tracks the last known address of each Insured through Insured Updates, phone calls, emails, contacts with known personal contacts for the Insured and database searches (as described with more particularity in Response to Interrogatory No. 6, above).

**Interrogatory No. 18:** For each Policy, and as to each year or part of the year the Service Agreement has been in effect, state (i) whether there is a valid medical release, and (ii) whether ASG has contacted the physician of the Insured to determine the health status of that Insured.

**Response to Interrogatory No. 18:**

(1) Out of the 715 Insureds, ASG currently has 292 executed HIPAA releases, and 266 of these releases are current. HIPAA releases were added to the Insured Update packets in August of 2011. However, Acheron did not request ASG obtain HIPAA releases for each Insured. Although not contractually obligated to do so, ASG requested releases in 2011 in the

event Acheron should need them for purposes of obtaining life expectancy reports for individual Insureds.

(ii) Prior to July 2013, Acheron had not requested ASG contact the physicians of the Insureds to determine health status. Accordingly, ASG has not done so.

**Interrogatory No. 19:** For each Policy, and as to each six-month period the Service Agreement has been in effect, state whether you have sought to determine:

- (i) the last known address or whereabouts of the Insured;
- (ii) the health status of the Insured;
- (iii) whether the Insured has changed regular physicians;
- (iv) sought to obtain the name and address of the new physician;
- (v) actually obtained the name of the new physician.

**Response to Interrogatory No. 19:**

- (i) Yes.
- (ii) As noted above, prior to July 2013 Acheron had not requested ASG to determine the health status of each Insured.
- (iii-v) Yes, if the Insured provided it to ASG.

**Interrogatory No. 20:** For each year or part of a year the Service Agreement has been in effect, identify every person who performed services for the ABC Portfolio and describe the approximate percentage of time that person devoted to the ABC Portfolio.

**Response to Interrogatory No. 20:** ASG objects to this Interrogatory for the reasons that it is overly broad, vague and ambiguous. ASG further objects for the reasons that the Interrogatory calls for information that is neither relevant nor likely to lead to the discovery of relevant information. Notwithstanding these objections, and without waiving the same, ASG

states that the following employees have performed services for the ABC Portfolio: Christie Reid, Jessica White, Amy Arnold, Pamela Maule, Kari Henderson, Niki Bear, Lisa Harrell, Amanda Cullen, Britney Rose, Michelle Nashert, Tom Moran, Sheri Townsend, Clyde Radovani, Curtis Cooksey, Erin McGinnis, Jake Adkins, Jennifer Hatcher, Mel Rustad, Melissa Colgrove, Ashley Garvey, Caprice Woosley, Frank Medina, Gwynne Canales, Heather Leep, Katie Hall, Misty Bradley, Moses Murigi, Jim Frazier, Tom Russell, David Clark, Amanda Little, Cindy Conner, David Dillender, Elton Nastasi, Judy Elliott, Lori Reese, Shannon Joynson, Tamara Mumford, Ashley Green, Ashley Mack, Amy Merrick, Amanda Wallace, Erin Maxwell, E. Nastasi, E. Skora, I. Dougrey, Julia Hinkle, Jill Patterson, K. Gillespie, Kristin Hanna, L. Sloan-Prince, Melissa Kave, Nikesha Jones, S. Abrams, Shonta Flowers, S. Thompson, Teresa Keever, Victor Slavinski. ASG is not able to place an accurate percentage of time each employee devoted to the ABC Portfolio.

**Interrogatory No. 21:** For the ABC Portfolio, describe the process by which you attempted to track policy maturities, and describe whether that process changed over time.

**Response to Interrogatory No. 21:** ASG objects to this Interrogatory for the reason that it calls for information that is proprietary, constitutes trade secrets of ASG and is protected from discovery. Notwithstanding said objection, and without waiving the same, Policy maturities are tracked monthly at a minimum of four (4) times a month through different databases available to ASG. With the exception of the Death Master File, these databases are proprietary and constitute trade secrets in the life settlement/viatical servicing industry.

**Interrogatory No. 22:** For the ABC Portfolio, describe the process by which you kept track of communications with Insureds and physicians for Insureds, including whether you kept track of such communications:

- (i) in a paper file;
- (ii) electronically;
- (iii) whether you kept a separate log regarding Insureds;
- (iv) whether you kept a separate log or diary or record of mail and/or email communications;
- (v) whether you kept a separate log or diary or record of telephone communications with Insureds;

**Response to Interrogatory No. 22:**

- (i) Written communications from an Insured are scanned and uploaded to the electronic file maintained by ASG for the Insured.
- (ii) Electronic communications from an Insured are converted to a PDF file and the PDF is uploaded to the electronic file maintained by ASG for the Insured.
- (iii) Notes of telephone conversations with an Insured or carrier are maintained in the note section of the electronic file for the Insured and/or pertinent Policy.
- (iv) No, these communications are instead stored electronically.
- (v) Any such communications are kept in the note section of the electronic file for each Insured and/or Policy.

**Interrogatory No. 23:** For each Policy, state whether (i) you have obtained a HIPPA authorization signed by the Insured; (ii) the HIPPA authorization existed before you began servicing the portfolio or whether you obtained a new or renewal HIPPA authorization, and (iii)

for those Insureds for which there was no HIPPA authorization, describe your attempts, if any, to obtain a HIPPA authorization.

**Response to Interrogatory No. 23:**

- (i) Out of the 715 Insureds, 292 have provided executed HIPAA releases to ASG.
- (ii) None of the releases existed before ASG began servicing the Portfolio and each was obtained by ASG.
- (iii) HIPAA releases were added to the Insured Update packets in 2011. If an Insured returns an Insured Update without an executed HIPAA release, ASG sends a HIPAA release with the next mailer.

**SPECIFIC OBJECTIONS AND RESPONSES  
TO ACHERON'S REQUESTS FOR PRODUCTION OF DOCUMENTS**

Subject to and without waiver of the general objections stated above, ASG responds to the specific Requests for Production as follows:

**Request for Production No. 1:** Produce every document you referred to or referenced in answering the preceding requests for admission and interrogatories.

**Response to Request for Production No. 1:** The relevant, non-privileged documents responsive to this Request will be produced for inspection and copying at a mutually convenient date at the offices of Phillips Murrah, provided the appropriate order is entered to protect the Insureds' privacy.

**Request for Production No. 2:** Describe in detail the "audit" performed in 2013 of the invoicing of Acheron by you and provide the following:

- (i) All persons who conducted the audit;
- (ii) all persons who were consulted or interviewed in connection with the audit;
- (iii) the dates the audit was conducted;

- (iv) identify all documents evidencing or discussing the results or conclusions reached as a result of the audit.

**Response to Request for Production No. 2:** ASG objects to this Request for the reason that it is not a request for the production of documents or things.

**Request for Production No. 3:** Produce all communications and other documents that refer to or discuss the monthly or other fees you charged to service the Allstate Riders (as referred to on page 14 of the McVay letter).

**Response to Request for Production No. 3:** ASG objects to this Request for the reasons that it calls for information that is protected from discovery by the attorney-client privilege and/or attorney work product doctrine. Notwithstanding said objections, and without waiving the same, ASG states the relevant, non-privileged documents responsive to this Request will be produced for inspection and copying at a mutually convenient date and time at the offices of Phillips Murrah.

**Request for Production No. 4:** Produce communications between you and the Oklahoma Department of Securities concerning or discussing:

- (i) Acheron or Jean-Michel Paul;
- (ii) bids or inquiries about a sale or potential sale of the ABC Portfolio;
- (iii) real or potential conflicts of interest involving Moran and/or you.

**Response to Request for Production No. 4:** ASG objects to part (ii) of this Request for the reasons that it is overly broad and requests information that is neither relevant nor likely to lead to the discovery of relevant information. Notwithstanding said objections, and without waiving the same, the relevant, non-privileged documents responsive to this Request will be produced for inspection and copying at a mutually convenient date at the offices of Phillips Murrah, provided the appropriate order is entered to protect the Insureds' privacy.

**Request for Production No. 5:** Produce all emails, letters, memoranda, handbook policies, and other documents that refer to or discuss your tracking procedures for the ABC Portfolio.

**Response to Request for Production No. 5:** ASG objects to this Request for the reasons that it is overly broad, vague and ambiguous. ASG also object to this Request for the reason that it calls for information that is protected from discovery by the attorney-client privilege and/or attorney work product doctrine. ASG further objects for the reasons that the Request calls for the production of information that is proprietary, constitutes trade secrets of ASG and is protected from discovery.

**Request for Production No. 6:** Produce all emails, letters, memoranda, handbook policies, and other documents from within the last five years that refer to or discuss your tracking procedures for insureds that are not part of the ABC Portfolio.

**Response to Request for Production No. 6:** ASG objects to this Request for the reasons that it is overly broad, vague and ambiguous. ASG also object to this Request for the reason that it calls for information that is protected from discovery by the attorney-client privilege and/or attorney work product doctrine. ASG further objects for the reasons that the Request calls for the production of information that is proprietary, constitutes trade secrets of ASG and is protected from discovery.

**Request for Production No. 7:** Produce every agreement between you and HTM and/or H. Thomas Moran II that pertains to the ABC Portfolio.

**Response to Request for Production No. 7:** The requested documents will be produced for inspection and copying at a mutually convenient date and time at the offices of Phillips Murrah.

**Request for Production No. 8:** Produce any logs, records, diaries or other documents which evidence or discuss:

- (i) communications with Insureds about their health status;
- (ii) communications with Insureds about their location or whereabouts;
- (iii) communications with physicians of the Insureds;
- (iv) authorizations to communicate with physicians of the Insureds;
- (v) HIPPA authorizations for the Insureds.

**Response to Request for Production No. 8:** ASG objects to this Request for the reasons that it calls for information that may be protected by attorney-client privilege and/or the attorney work product doctrine. Notwithstanding said objections, and without waiving the same, ASG states the relevant, non-privileged documents responsive to this Request will be produced for inspection and copying at a mutually convenient date at the offices of Phillips Murrah, provided the appropriate order is entered to protect the Insureds' privacy.

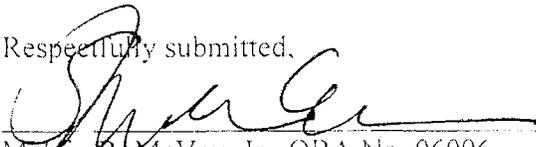
**Request for Production No. 9:** Produce all documents that refer to or reflect your calculation of the Base Rate, as that term is defined in Schedule 3 of the Service Agreement, for the years 2006 through 2013.

**Response to Request for Production No. 9:** ASG objects to this Request for the reasons that it calls for information that may be protected by attorney-client privilege and/or the attorney work product doctrine. Notwithstanding said objections, and without waiving the same, ASG states the relevant, non-privileged documents responsive to this Request will be produced for inspection and copying at a mutually convenient date at the offices of Phillips Murrah, provided the appropriate order is entered to protect the Insureds' privacy.

Request for Production No. 10: Produce all documents that refer to communications with other clients of ASG which discuss the existence of the Allstate riders, and whether or how ASG will charge to service those riders.

Response to Request for Production No. 10: ASG objects to this Request for the reasons that it calls for information that is neither relevant nor likely to lead to the discovery of relevant information.

Respectfully submitted,



Melvin R. McVay, Jr., OBA No. 06096

Shannon K. Emmons, OBA No. 14272

PHILLIPS MURRAH P.C.

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*Attorneys for H. Thomas Moran, II, Conservator  
of certain assets of Accelerated Benefits  
Corporation, HTM Conservator, L.L.C. and Asset  
Servicing Group, L.L.C.*

CERTIFICATE OF SERVICE

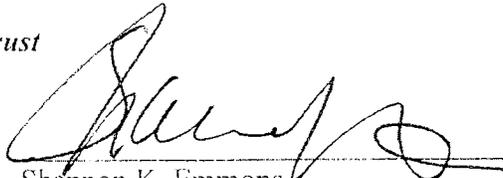
The undersigned certifies that on the 31<sup>st</sup> day of December, 2013, a true and correct copy of the foregoing was sent by electronic-mail and by U.S. mail certified, return receipt requested, postage prepaid, to:

Patricia A. Labarthe, Esq.  
Oklahoma Department of Securities  
First National Center, Suite 860  
120 North Robinson  
Oklahoma City, OK 73102  
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*Attorneys for Acheron Portfolio Trust*

  
Shannon K. Emmons

VERIFICATION

STATE OF OKLAHOMA     )

ss.

COUNTY OF Oklahoma )

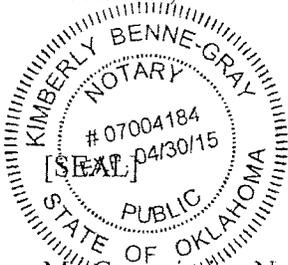
Sheri Townsend, of lawful age, being first duly sworn, upon oath deposes and states: I am an employee of Asset Servicing Group, L.L.C.; I have read the above and foregoing Answers to Interrogatories, know the contents thereof and that the statements and allegations contained therein are true and correct to the best of my knowledge and belief.

Executed this 31<sup>st</sup> day of December, 2013 at Oklahoma City, Oklahoma.

Sheri Townsend  
Sheri Townsend  
Asset Servicing Group, L.L.C.

Date: December 31<sup>st</sup>, 2013

SWORN TO and SUBSCRIBED before me by Sheri Townsend on this 31 day of  
December, 2013.



Kimberly Benne-Gray  
NOTARY PUBLIC

My Commission Number: #07004184

My Commission Expires: 04/30/15

**IN THE DISTRICT COURT OF OKLAHOMA COUNTY  
STATE OF OKLAHOMA**

Oklahoma Department of Securities, )  
ex rel. Irving L. Faught, Administrator, )

Plaintiff, )

vs. )

Case No. CJ-99-2500-66

Accelerated Benefits Corporation, a Florida )  
Corporation, *et al.*, )

Defendants. )

Acheron Portfolio Trust, )

vs. )

H. Thomas Moran II, Conservator of certain assets )  
of Accelerated Benefits Corporation, HTM )  
Conservator, L.L.C., and Asset Servicing Group, )  
L.L.C. )

**ASSET SERVICING GROUP L.L.C.'S OBJECTIONS AND REPOSSES TO  
ACHERON PORTFOLIO TRUST'S SECOND SET OF DISCOVERY REQUESTS**

Pursuant to 12 OKLA. STAT. §§ 3226, 3233 and 3234, Defendant Asset Servicing Group, L.L.C. ("Defendant" or "ASG") hereby submits the following responses and objections to Acheron Portfolio Trust's Second Set of Discovery Requests to ASG ("Discovery Requests"). All responses contained herein are based only upon such information and documents presently available to ASG. Further discovery, investigation, research and analysis may supply additional facts and documents and/or add meaning to known facts. Moreover, the responses below are given without prejudice to ASG's right to later produce additional information and documents.

## GENERAL OBJECTIONS TO DISCOVERY REQUESTS

Defendant makes the following preliminary objections and qualifications:

1. Defendant objects to any definitions or words or terms beyond their ordinary and accepted usage and beyond that required by 12 OKLA. STAT. § 3226.

2. Defendant objects to any instruction beyond that generally required under 12 OKLA. STAT. §§ 3226, 3233 and 3234 and for the further reasons that they are overly broad and burdensome and attempt to obtain information which is protected from disclosure by the attorney/client privilege or work-product doctrine.

3. Defendant objects to all requests for admissions to the extent that the same call for information protected from discovery by the attorney/client privilege, the work-product doctrine, or any other applicable privilege or immunity from discovery.

4. The information supplied by these responses to request for admissions is that currently available to the executing parties or their agents, representatives, or attorneys, unless privileged, and Defendant reserves the right, but assume no obligation beyond that required or imposed by 12 OKLA. STAT. §§ 3226, 3233 and 3234, to supplement or modify the information contained in these responses should additional or different information become available through discovery or otherwise.

5. In providing these answers and responses, Defendant makes no admission as to the relevance or admissibility of any of the information set forth and expressly reserves all objections regarding relevancy, admissibility or otherwise, pertaining thereto.

6. These general objections apply to each and every request for admission hereinafter set forth and, subject to and without waiver of the stated objections and qualifications, Defendant provides the following answers and responses.

7. Defendant objects to the Discovery Requests to the extent they seek to impose obligations on it that are not imposed by, or are otherwise inconsistent with, the Oklahoma Discovery Code.

8. Defendant objects to the Discovery Requests to the extent they seek or require the disclosure of information or documents that are protected from discovery by the attorney-client privilege, the attorney work product doctrine, and/or any other applicable privilege or immunity.

9. Defendant objects to the Discovery Requests to the extent they impose upon it a duty to seek out information not in his possession, custody or control.

10. Defendant objects to the Discovery Requests to the extent they are overly broad and unduly burdensome.

11. Defendant objects to the Discovery Requests to the extent they are vague and ambiguous.

12. Defendant objects to the Discovery Requests to the extent they call for a legal conclusion or legal argument.

13. Defendant objects to the Discovery Requests to the extent they are not relevant to the claim or defense of any party, not relevant to the subject matter of the lawsuit, and not reasonably calculated to lead to the discovery of admissible evidence.

14. Defendant objects to the Discovery Requests to the extent they call for information without regard to a time period reasonably related to the subject matter of this lawsuit.

15. Defendant objects to the Discovery Requests to the extent they call for information relating to their contentions prior to the completion of sufficient discovery from Defendant, among others.

16. Defendant objects to the Discovery Requests to the extent they call for information relating to Defendant's experts prior to the time set for expert disclosures in this action and pursuant to the Oklahoma Discovery Code. Defendant further objects to the Discovery Requests on the grounds they seek the identity of consultants engaged by Defendant, disclosure of which is not required by the Oklahoma Discovery Code or any scheduling order entered herein.

17. Defendant objects to the Discovery Requests to the extent they call for information that is equally available to Plaintiff or is already in Plaintiff's possession, custody or control.

18. Defendant objects to the Discovery Requests to the extent they seek information that can be found in the pleadings in this action.

19. In providing responses to the Discovery Requests, Defendant does not in any way waive or intend to waive, but rather intends to preserve and is preserving:

a. All objections to the competency, relevancy, materiality and admissibility of the Discovery Requests, Defendant's responses or the subject matter;

b. All objections as to vagueness, ambiguity or other infirmity in the form of the Discovery Requests, and any objections based on the undue burden imposed thereby;

c. All rights to object on any ground to the use of any of the information provided in response to the Discovery Requests, or their subject matter, in any subsequent proceedings, including the trial of this or any other lawsuit;

d. All rights to object on any ground to any other discovery requests involving or related to the subject matter of the Discovery Requests;

e. The right to revise, correct, supplement or clarify any of the responses to the Discovery Requests; and

f. Any and all privileges and/or rights under the applicable provisions of the Oklahoma Discovery Code or Evidence Code.

20. The failure to object on a particular ground or grounds shall not be construed as a waiver of Defendant's rights to object on any additional grounds.

### **INTERROGATORIES**

**Interrogatory No. 24:** Identify the full social security number and last-known address for each Insured.

**Response to Interrogatory No. 24:** ASG objects to this Interrogatory for the reason it calls for the production of information that is neither relevant nor likely to lead to the discovery of relevant information. In this lawsuit, Acheron alleges ASG failed to properly service the ABC Portfolio. The manner in which ASG services the ABC Portfolio is neither dependent on nor impacted by the particular social security number for any Insured. Although ASG uses the social numbers to track insureds, the composition of the individual social security numbers is immaterial to the manner in which ASG services the Policies within the Portfolio. The same is true with respect to the addresses of the Insureds.

ASG further objects to this Interrogatory for the reason it demands ASG produce the Insureds' personal information. ASG is prohibited from disclosing the requested information by Oklahoma statute and other State laws.

**Interrogatory No. 25:** For each Policy you have identified as having matured since 2006, describe how you learned of the Insured's death. Your explanation should be specific to each deceased Insured.

**Response to Interrogatory No. 25:** ASG objects to this Interrogatory for the reason it is overly broad, burdensome and calls for information that is neither relevant nor likely to lead to the

discovery of relevant information. Since January 1, 2006, ASG has identified a total of 222 Policy maturities. Of these 222 Policy maturities, Acheron alleges that two (2) were not timely identified. ASG has provided an explanation of how ABC learned of these Insureds' deaths. *See* Letter from Melvin R. McVay, Jr. to John Hermes, dated August 30, 2013, at § B.1; *see also*, Answer filed October 2, 2013, at ¶¶ 14 and 15. Acheron's request that ASG provide an explanation, specific to each Insured, as to how ASG learned of each of the 220 other Policy maturities is overly broad and calls for information that is neither relevant nor likely to lead to the discovery of relevant information.

Further, to compile the requested information, ASG would have to expend several hundred hours to review each of the files relating to the 220 other Policy maturities and, based on this time-consuming review, compile the requested descriptions for 220 other Policy maturities. Simply put, Acheron's request is overly burdensome, especially in light of the lack of relevance or possible relevance of the information requested.

ASG also objects to this Interrogatory for the reason it seeks information that is proprietary to ASG. The details of how ASG tracks insureds and identifies maturities are proprietary to ASG. The disclosure of ASG's confidential processes would place ASG at a business disadvantage with ASG's competitors. Thus, even if the information sought by Acheron were discoverable and not unduly burdensome, its disclosure would be harmful to ASG and its ability to compete in the life settlement/viatical servicing industry.

**Interrogatory No. 26:** Describe your practice or procedure for inquiring about the disability status of the Insureds.

**Response to Interrogatory No. 26:** If the Policy has a renewable disability premium waiver ("DPW"), ASG tracks the renewal date and, prior to the renewal date, contacts the insurance

carrier to determine what (if any) information concerning the Insured's disability status is needed to renew the DPW. In the event an insurer reviews a Policy with a DPW, the insurer usually contacts the Insured directly to obtain information concerning the Insured's disability. In some instances, the insurer will send a "physician's statement of disability" to ASG, which ASG will then send to the Insured. If the Insured returns the completed physician's statement to ASG, ASG will in turn forward it to the insurance carrier's claims department. If, on the other hand, the Insured does not return the completed physician's statement to ASG, ASG will contact the Insured to determine whether the Insured has returned the completed physician's statement to the insurer and, if not, request the Insured do so. In other instances, even though the insurance carrier has not sent a physician's statement to ASG, ASG will contact the Insured and/or the physician to determine whether the completed physician's statement has been returned to the carrier. In those instances, ASG will contact the Insured and ask him or her to ask their physician to complete the form and return the completed physician's statement to the insurance carrier. If the Insured has provided the form to his or her physician, but the physician has not returned it to the Insured or carrier, ASG may contact the physician and ask that the physician complete the form and return it to the insurance company. ASG will follow up with insurance company's claims department and the Insured monthly until ASG confirms either that the insurance company has received the completed physician's statement or that the Insured is non-complaint. In the event the Insured will not cooperate, the Policy becomes eligible for conversion. If necessary, ASG will also follow up with the physician's office. Additionally, prior to 2007, the viator update forms sent to the Insureds asked them to indicate whether they were disabled.

**Interrogatory No. 27:** Describe your practice or procedure for applying for and maintaining disability premium waivers or other similar benefits for the Policies in the ABC Portfolio.

**Response to Interrogatory No. 27:** See Response to Interrogatory No. 26, above.

**Interrogatory No. 28:** Identify every date you have sought to obtain medical records for each insured since 2006 and state whether each attempt was successful.

**Response to Interrogatory No. 28:** ASG objects to this Interrogatory for the reason it is overly broad and burdensome. As of the effective date of the effective date of the Servicing Agreement, there were 1,172 active Policy files. To provide the requested information, ASG would be required to manually review each of the 1,172 Policy files, page by page, to determine if medical records had been requested in connection with each of 1,172 Policies. As part of this exhaustive review of thousands of documents, ASG would also be required to determine every date ASG sought to obtain medical records and whether each such attempt was successful. This would require hundreds of hours and is unduly burdensome.

In addition to being burdensome, ASG objects to this Interrogatory for the reason it calls for information that is neither relevant nor likely to lead to the discovery of relevant information. The Servicing Agreement does not require that ASG obtain medical records for Insureds. Nonetheless, there have been instances when Acheron requested ASG obtain an Insured's medical records, which ASG has done. Acheron is itself aware of those dates.

## REQUESTS FOR PRODUCTION

**Request for Production No. 11:** Produce all letters, emails, or other correspondence between you and the insurance carrier of any Policy since 2008 that pertain to the disability status of any Insured.

**Response to Request for Production No. 11:** ASG objects to this Request for the reason it is overly broad, unduly burdensome and calls for information that is neither relevant nor likely to lead to the discovery of relevant information. As of January 2008, there were 1,117 active Policy files. To provide the requested documents, ASG would be required to manually review each of the 1,117 Policy files, page by page, to determine if they contain any documents responsive to this Request. This would require several hundreds of hours and is unduly burdensome.

**Request for Production No. 12:** Produce all documents that evince or relate to the death or potential death of any Insured since 2006.

**Response to Request for Production No. 12:** ASG objects to this Request for the reason it is overly broad, burdensome and calls for information that is neither relevant nor likely to lead to the discovery of relevant information. *See also*, Response to Interrogatory No. 25, above.

**Request for Production No. 13:** Produce the original insurance contract and any amendments thereto for the following Insureds: 0716V, 0375V, 6702V, 5437V, 0539V, and 7026V.

**Response to Request for Production No. 13:** The requested documents, with the personal information of the insureds redacted, will be produced.

Respectfully submitted,



Melvin R. McVay, Jr., OBA No. 06096

Shannon K. Emmons, OBA No. 14272

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*Attorneys for H. Thomas Moran, II, Conservator  
of certain assets of Accelerated Benefits  
Corporation, HTM Conservator, L.L.C. and Asset  
Servicing Group, L.L.C.*

#### CERTIFICATE OF SERVICE

The undersigned certifies that on the 17<sup>th</sup> day of December, 2014, a true and correct copy of the foregoing was served by hand-delivery and certified mail, return receipt requested, to:

Patricia A. Labarthe, Esq.  
Oklahoma Department of Securities  
First National Center, Suite 860  
120 North Robinson  
Oklahoma City, OK 73102  
*Attorney for Plaintiff*

John N. Hermes  
Patrick L. Stein  
McAfee & Taft A P.C.  
10<sup>th</sup> Floor, Two Leadership Square  
211 North Robinson  
Oklahoma City, OK 73102-7103  
*Attorneys for Acheron Portfolio Trust*

  
Shannon K. Emmons

VERIFICATION

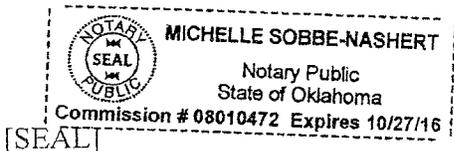
STATE OF OKLAHOMA    )  
  )  
COUNTY OF OKLAHOMA )    ss:

Sheri Townsend, of lawful age, being first duly sworn, upon oath deposes and states: I am an employee of Asset Servicing Group, L.L.C.; I have read the above and foregoing Answers to Acheron Portfolio Trust's Second set of Interrogatories, know the contents thereof and that the statements and allegations contained therein are true and correct to the best of my knowledge and belief.

  
\_\_\_\_\_  
Sheri Townsend

SUBSCRIBED AND SWORN to before me this 25<sup>th</sup> day of February, 2015.

  
\_\_\_\_\_  
Michelle Sobbe-Nashert  
Notary Public



My Commission Number: 08010472  
My Commission Expires: 10/27/16

## OPTION PURCHASE AGREEMENT

THIS OPTION PURCHASE AGREEMENT (the "Agreement") is made and entered into this 24 day of May, 2006, by and between LORENZO TONTI LIMITED, a corporation formed under the laws of Ireland (the "Buyer") and TOM MORAN of OKLAHOMA CITY, OKLAHOMA, as CONSERVATOR (the "Seller") for certain assets of ACCELERATED BENEFITS CORPORATION, a Florida corporation ("ABC").

### RECITALS:

A. The Seller is the Conservator of certain assets (the "Conservator Assets") of ABC and its agents, including American Title Company of Orlando and David Piercefield under Case Number CJ-99-2500-66 (the "Conservatorship Proceeding") in the District Court of Oklahoma County, State of Oklahoma (the "OK District Court"), reference of which is hereto made for all purposes including the appointment of the Seller as Conservator of the Conservator Assets.

B. The Conservator Assets, include certain unmatured life insurance policies which were owned or held beneficially, directly or indirectly, by or for the benefit of ABC and/or ABC Investors that were purchased prior to October 1, 2000, pursuant to which the OK District Court ordered the Conservator to manage, which management specifically included but was not limited to the OK District Court's authorization to evaluate, protect, liquidate and sell the Policies.

C. Buyer desires to acquire certain of the policies and related assets included in the Conservator Assets as more fully set forth herein upon terms hereof, subject to the condition that this Agreement is approved by the Oklahoma District Court.

D. Unless otherwise defined herein, the capitalized terms used herein will have the meanings set forth in the Conservatorship Proceeding.

### AGREEMENT:

In consideration of the mutual agreement herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and Buyer agree as follows:

1A. Condition Precedent; Deposit of Earnest Money. Upon complete execution of this Agreement, Buyer will deposit with the Servicer (as hereafter defined) the sum of Fifty-Thousand Dollars (\$50,000) as the Earnest Money Deposit. Upon the Servicer's receipt of the Earnest Money Deposit, Seller will promptly take the necessary acts to seek approval of the Oklahoma District Court of this Agreement and the related Service and Escrow Agreement between Buyer, Seller and HTM Conservator, LLC (the "Servicer") of even date herewith, which is attached hereto as Exhibit "B". If such approval by the Oklahoma District Court has not been obtained on or before the 23rd day of June, 2006, then this Agreement will be null and void and

the Earnest Money Deposit will be returned to Buyer. If such approval by the Oklahoma District Court is obtained, then Seller will provide Buyer with written notice and a certified copy of the Oklahoma District Court Order approving this Agreement and the related Service and Escrow Agreement (the "Court Approval Notice"). Unless otherwise agreed herein, the Closing of this Agreement will occur within ten (10) business days of the Buyer's receipt of the Court Approval Notice.

1B. Grant and Exercise of Option. In consideration of the Option Payment of Eight Hundred Thousand Dollars (\$800,000) to be paid by Buyer to Seller on or before the Closing Date, as hereafter defined, Seller hereby grants to Buyer the exclusive and irrevocable option to purchase the Assets, as hereafter defined. It is expressly agreed that if the Seller does not receive the Option Payment on or before 12:00 midnight on the Closing Date, all of the rights of Buyer under this Agreement will expire and terminate without any action by Seller. It is further expressly agreed that in the event Seller receives the Option Payment on or before 12:00 midnight on the Closing Date, such Option Payment will be independent option consideration, fully earned and nonrefundable, entitling Buyer the irrevocable right to purchase the Assets strictly in accordance with the terms hereafter set forth which constitutes the Option Purchase Agreement between Buyer and Seller.

2. Assets to be Sold. The assets to be sold and conveyed to Buyer upon the terms, conditions and at the time set forth herein are as follows (sometimes hereafter, the "Assets"):

2.1 Policies. All of Seller's right, title and interest in and to the face amount of the policies specifically described on Exhibit "A" attached hereto (the "Policies"), which consist of a viatical portfolio of life insurance policies owned by Seller as of December 27, 2005 (the "Policy Cut-Off Date") and which have a face amount presently estimated to be One Hundred Nine Million Five Hundred Twenty-Eight Thousand Five Hundred Forty-Five Dollars and 25/100 (\$109,528,545.25). Any payments on and proceeds of the Policies received by Seller after the Policy Cut-off Date shall be included in the Assets to be conveyed to Buyer hereunder or paid to Seller and applied against the Purchase Price, as hereafter set forth. Further, to the extent that any of the Policies result in proceeds received from and after the Policy Cut-Off Date in excess of the face amounts thereof (in the manner described in Paragraph 3.3 hereinbelow), then twenty-five percent (25%) of such excess shall be included as part of the Assets to be conveyed to Buyer hereunder.

2.2 Viator Files. All of Seller's right, title and interest in and to the files and records with respect to the Policies, including without limitation, the Policies and correspondence relating thereto; the information and records with respect to the health status and whereabouts of each insured of each Policy; the accounting records including the computer data base identifying the accounting and bookkeeping records incident to the ownership, premium payments and receipts and distributions of proceeds with respect to each Policy.

3. Excluded Assets. It is expressly recognized and agreed that the Assets to be sold and conveyed to Buyer shall exclude (the "Excluded Assets"):

3.1 Pre-Cut-Off Date Receivables. Any payments on and proceeds of the Policies received by Seller prior to the Policy Cut-Off Date shall be retained by Seller and excluded from the Assets to be conveyed to Buyer.

3.2 ABC Investor Payments. Intentionally omitted.

3.3 Increases Above Face. To the extent that any of the Policies result in proceeds received from and after the Policy Cut-Off Date and before the Conveyance Date in excess of the face amount thereof as reflected on Exhibit "A", then seventy-five percent (75%) of such excess shall be retained by Seller and excluded from the Assets to be conveyed to Buyer. By way of illustration and not limitation, it is recognized and agreed that proceeds in excess of the face amount of any Policy may include, but are not limited to, proceeds received in the event (a) dividends increase the value of a Policy; (b) a Policy contains a cost of living rider or an accidental death benefit; (c) interest is earned on Policy proceeds after the death of the insured and prior to collection of the proceeds thereof; (d) a Policy has paid-up additions; or (e) the issuer of a Policy is "demutualized", which results in the payment of additional proceeds or stock or other consideration to the owner of the applicable Policy. Notwithstanding the preceding, to the extent Policy proceeds exceed the face amounts thereof and such excess is a result of any unearned premium payments or any premium overpayments by Buyer, then such excess allocable to such premium payments by Buyer shall be reimbursed and paid to Buyer.

3.4 Duty to Exclude. The Buyer and Seller agree to use best efforts to separate the Assets from the Excluded Assets in order that the Excluded Assets will not be transferred and conveyed to Buyer; provided that in the event the Excluded Assets described in Paragraph 3.3 above are not separated from the Policies conveyed to Buyer then Buyer will remit to Seller all such Excluded Assets received by Buyer. Specifically, from and after the Conveyance Date (as defined in Paragraph 6.6 below) through the date in which the proceeds under all respective Policies held by Buyer are received by Buyer, Buyer will provide to Seller a monthly accounting identifying (a) the name and date of death of any named insured under any Policy held by Buyer who dies during the preceding month; (b) the proceeds applicable to such Policy received by Buyer by virtue of the death of such insured; and (c) the amount of the Excluded Assets, which Buyer will, contemporaneously with such accounting remit to Seller. Upon the Conveyance Date, (as hereafter defined) respectively, Buyer shall do or cause to be done all things necessary, in the reasonable opinion of Seller, to grant in favor of Seller a duly perfected first priority security interest in and to the Excluded Assets described in Paragraph 3.3 above. Without limiting the preceding, Buyer shall, upon the reasonable request of Seller, execute and deliver to Seller such security agreements, assignments and other appropriate documentation to evidence, perfect and verify the Seller's rights in and to such Excluded Assets.

4. Assumption of Liabilities. Subject to the terms and conditions of this Agreement and that certain Service and Escrow Agreement between Buyer, Seller and the Servicer (as defined therein) which is attached hereto as Exhibit "B", from and after Closing Date through the Conveyance Date, Buyer will assume all of the liabilities and obligations of the Seller under the Policies which accrue from and after December 27, 2005 and the costs, fees and expenses of Servicer under the Service and Escrow Agreement. Such assumption of obligations and the time and manner of payment thereof shall specifically include, without limitation, the obligations

applicable premiums for Policies arising on December 27, 2005 and all subsequently arising obligations as is more fully described in the Service and Escrow Agreement which is incorporated herein by reference.

5. Closing. Unless otherwise agreed by Buyer and Seller in writing, the Closing shall take place at Phillips McFall McCaffrey McVay & Murrah, P.C., One Leadership Square, 12<sup>th</sup> Floor, 211 N. Robinson, Oklahoma City, Oklahoma 73102 within ten (10) business days after the Buyer receives the Court Approval Notice, provided that all conditions to Closing set forth in Paragraphs 10 and 11 hereof have been satisfied or waived by the party entitled to waive the same (the "Closing Date" or sometimes referred to as the "Closing"). If the Closing has not occurred on or before 9:00 a.m. on the 2nd day of July, 2006, and the parties have not agreed in writing to extend the Closing Date, then at such time this Agreement shall terminate and be of no further force or effect and the Earnest Money Deposit will be returned to Buyer. Notwithstanding the Closing, it is expressly recognized and agreed that Seller and/or Servicer shall retain ownership of the Policies until (a) Seller has received the applicable portions of the Purchase Price (as hereafter defined); and (b) the Conveyance Date has occurred. The Closing will occur and be evidenced by a closing statement in substantially the form of Exhibit "E" attached hereto, which will be updated as of the Closing Date and mutually approved by Buyer and Seller.

6. Purchase Price. The purchase price for all of the Assets (the "Purchase Price") shall be the sum of Thirty-Eight Million Fifty Thousand Dollars in United States currency (\$38,050,000). Such Purchase Price shall be paid in accordance with the terms and conditions of this Agreement and the Service and Escrow Agreement, as follows:

6.1 Earnest Money Deposit. In addition to the Option Payment of Eight Hundred Thousand Dollars (\$800,000) which Buyer will pay to Seller on or before the Closing Date under Paragraph 1B above, Buyer will pay the Earnest Money Deposit described in Paragraph 1A above in the amount of Fifty Thousand Dollars (\$50,000) which will be paid by Buyer to the Servicer on the complete execution of this Agreement and such amount (\$50,000), together with interest earned thereon will collectively, be the "Earnest Money Deposit" hereunder. Such Earnest Money Deposit will be held by the Servicer until the Conveyance Date, at which time such Earnest Money Deposit will be paid by the Servicer to Seller and applied against the then remaining amount of the Purchase Price.

6.2 Large Policies. In partial payment of the Purchase Price, it is expressly agreed that a certain percentage of the payments and proceeds received from and after the Policy Cut-Off Date through the Conveyance Date (the "Escrow Period") with respect to those certain Policies with a face amount equal to or greater than One Million Dollars (\$1,000,000) which are identified on Exhibit "C" attached hereto (the "Large Policies") shall be paid to Seller and applied against the Purchase Price. Specifically, it is agreed that the amount to be paid to Seller and applied against the Purchase Price will equal the product of (a) seventy-five percent (75%); times (b) the payments and proceeds received with respect to the Large Policies (not to exceed the respective face amounts thereof) during the Escrow Period. All other payments and proceeds received with respect to the Large Policies (not to exceed the respective face amounts thereof which are Excluded Assets) shall be paid to Buyer without application against the Purchase

Price. The receipt and distribution of such payments and proceeds applicable to the Large Policies will be in accordance with the provisions hereof and the Service and Escrow Agreement.

6.3 1-5 LE Policies. Intentionally omitted.

6.4 Remaining Policies. In partial payment of the Purchase Price, it is expressly agreed that certain percentages of the payments and proceeds received on the Policies, exclusive of the Large Policies (the "Remaining Policies") during the Escrow Period shall be paid to Seller and applied against the Purchase Price. Specifically, it is agreed that the amount to be paid to Seller and applied against the Purchase Price will equal the sum of (a) the product of (i) sixty percent (60%); times (ii) the remaining payments and proceeds received with respect to the Remaining Policies (not to exceed the respective face amounts thereof) during the Escrow Period. All other payments and proceeds received with respect to the Remaining Policies (not to exceed the respective face amounts thereof which are Excluded Assets) shall be paid to Buyer without application against the Purchase Price. The receipt and distribution of such payments and proceeds applicable to the Remaining Policies will be in accordance with the provisions hereof and the Service and Escrow Agreement.

6.5 Purchase Price Adjustment. The Seller presently estimates that the Policies have face values in the aggregate of \$109,528,545.25. However, if at any time immediately prior to the Conveyance Date, it is reasonably determined by Servicer under the terms of the Service and Escrow Agreement and reasonably agreed by Buyer and Seller, that the aggregate face value of the Policies as of the Closing Date is greater than one hundred five percent (105%) of or less than ninety-five (95%) of the presently estimated face value of \$109,528,545.25, then the Purchase Price hereof will be adjusted to equal the product of (a) 35.47%; times (b) the aggregate face value of the Policies as finally determined by Servicer and reasonably agreed by Buyer and Seller. It is expressly agreed that Servicer will periodically review (not less frequently than annually) and update Exhibit "A" as mutually agreed by Buyer and Seller to anticipate changes thereto and any corresponding adjustments to the Purchase Price which may be required hereunder. Any increase or decrease in the Purchase Price will be paid or refunded as reasonably determined by Servicer and reasonably agreed by Buyer and Seller.

6.6 Complete Payment. At the time in which Seller has received the entire Purchase Price, exclusive of the Earnest Money Deposit, as evidenced by the Servicer's accounting under the Service and Escrow Agreement, the Servicer will prepare the appropriate assignment documents to cause all unmatured Large Policies and Remaining Policies to be conveyed and transferred to Buyer or as directed by Buyer. Upon the date (the "Conveyance Date") in which (a) the Buyer and Seller have executed the assignment documents with respect to the unmatured Large Policies and Remaining Policies; (b) the Servicer has paid to Seller the Earnest Money Deposit (and at which time the Seller has received the complete Purchase Price); and (c) the OK District Court has issued its final approval with respect to this Agreement, the Service and the Escrow Agreement and ordered the final distribution of the proceeds received by Seller and the conclusion of the Conservatorship Proceedings; then the Servicer will (i) transmit the assignment documents to the insurance companies which issued the unmatured Large Policies and the Remaining Policies (ii) deliver the viator files with respect to the unmatured Large Policies and Remaining Policies to Buyer or as directed by Buyer and thereafter the Seller will have no rights

or obligations with respect to the Policies (other than any rights which Seller may have under Paragraphs 3.3 and 3.4 hereof, which Seller expressly retains); and (iii) distribute the balance, if any, of that certain Premium Disbursement Account (as defined in the Service and Escrow Agreement) to Buyer after the payment to Seller of the complete Purchase Price hereunder, the complete payment to Servicer of all amounts due to the Servicer under the Service and Escrow Agreement, and receipt of confirmation that the applicable Policies have been assigned to Buyer.

7. Representations and Warranties of the Seller. The Seller represents and warrants to Buyer that to the best of Seller's knowledge and belief as of the Closing Date and as of the Conveyance Date, as applicable, the following are and will be true and correct:

7.1 Authority. Subject to the order of the OK District Court, Seller has full power and authority to execute and deliver this Agreement and the other instruments and agreements to be executed and delivered by it pursuant hereto and to consummate the transactions contemplated hereby and thereby.

7.2 Binding Obligation. Subject to the order of the OK District Court, this Agreement constitutes, and such other instruments and agreements when duly executed will constitute the binding obligation of the Seller enforceable against the Seller in accordance with their respective terms (except as such enforceability may be limited by bankruptcy, insolvency, reorganization moratorium or other laws affecting creditors right, general equitable principles or as otherwise set forth herein).

7.3 Brokerage. The Seller represents and warrants to the Buyer that no broker has acted on behalf of the Seller in connection with this Agreement or the transactions contemplated herein, and that there are no brokerage commissions, finders' fees or similar fees or commissions payable in connection therewith based on any agreement, arrangement or understanding with the Seller, or any action taken by the Seller.

7.4 Title to Policies. Subject to the order of the OK District Court, and except as provided in Schedule 7.4 attached hereto, Seller or Servicer has good and valid title to the Policies and the viator files described in Paragraph 2.2 hereof, free of any liens or encumbrances and there are no outstanding loans against the Policies.

7.5 Interim Operations. The Seller represents and warrants to the Buyer that to the best of Seller's and Servicer's knowledge, the Policies are in full force and effect and that Servicer has performed the Policy Services and has adequately accounted for the premiums and maturities and the distributions thereof from the Policy Cut-Off Date through the date hereof. Subject to approval of the OK District Court and Buyer's performance of its obligation hereunder (specifically including those obligations under Paragraph 4 hereof) and under the Service and Escrow Agreement, the Seller by and through the Servicer, will not, without the prior written consent of Buyer: (i) sell or transfer any of the Assets; or (ii) permit the Assets to become subject to any lien.

7.6 Disclaimer of Representations and Warranties of Seller. Except as set forth in this Section 7, the Seller or any person or entity acting by or through the Seller (specifically

including the Servicer and any actuary engaged by Seller) has not made, and is not now making, and Seller hereby specifically disclaims and Buyer specifically waives any express or implied warranty, guaranty, covenant, or representation of any kind or character, oral or written, past, present or future of, as, to or concerning (i) the nature and condition of the Policies; (ii) the nature, condition or health of the insured/viator; (iii) the enforceability, validity or status of the Policies; (iv) the condition or nature of the insurance company issuing the Policies; or (v) the amount of premiums or death benefits available. Except as set forth in this Section 7, Seller has not made and does not hereby make any representations, guarantees or warranties whatsoever, express or implied, arising by operation of law or otherwise with respect to the Policies and the condition thereof, including, without limitation, merchantability.

8. Buyer's Representations and Warranties. Buyer represents and warrants to Seller that as of the Closing Date and as of the Conveyance Date the following are and will be true and correct:

8.1 Buyer Authority. Buyer has full corporate power and authority to execute and deliver this Agreement and the other instruments and agreements to be executed and delivered by it pursuant hereto and to consummate the transactions contemplated hereby and thereby.

8.2 Execution and Delivery. The execution, delivery and performance of this Agreement and the other instruments and agreements to be executed and delivered pursuant hereto by the Buyer has been or will be duly authorized by all necessary corporate action. This Agreement has been, and the other instruments and agreements to be executed and delivered pursuant hereto by the Buyer will be, duly executed and delivered by the Buyer.

8.3 No Breach. None of the execution and delivery by the Buyer of this Agreement or any other agreement or instrument contemplated hereby, the consummation of the transactions contemplated hereby or thereby nor the performance by the Buyer of this Agreement or any other agreement or instrument contemplated hereby in accordance with their respective terms and conditions: (a) requires the Buyer to obtain any consent, license, approval or action of, or make any filing with or give any notice to, any governmental body or any other person which will not be obtained on or before the Closing Date and the Conveyance Date, as applicable; or (b) violates, conflicts with or results in the breach of any of the terms of, results in a material modification of the effect of, otherwise causes the termination of or gives any other contracting party the right to terminate, or constitutes (or with notice or lapse of time or both constitutes) a default (by way of substitution, novation or otherwise) under, any contract to which the Buyer is a party or by or to which the Buyer may be bound or subject.

8.4 Claims and Proceedings. There are no claims (whether or not the defense thereof or liabilities in respect thereof are covered by insurance) pending, or to the best knowledge of the Buyer, threatened, against or involving the Buyer or any entities which are affiliates of the Buyer which would adversely affect the Buyer's ability to enter into and perform its obligations described hereunder.

8.5 Organization. The Buyer is a limited partnership duly organized, validly existing and in good standing under the laws of Texas.

8.6 Brokerage. The Buyer represents and warrants to the Seller that Buyer will indemnify and hold Seller harmless from any and all brokerage commissions, finders' fees or similar fees or commissions payable in connection therewith based on any agreement, arrangement or understanding with the Buyer, or any action taken by the Buyer and all costs, expenses, attorney's fees and claims or demands relating thereto.

8.7 Consents, Approvals and Authorizations. Except as set forth on the attached Exhibit "D", no consents, licenses, permits or other authorization from any governmental body, or any lenders, lessors, creditors, shareholders or others, are required on the part of the Buyer in connection with the valid execution and delivery of this Agreement and the consummation of the transaction described herein.

8.8 Disclosure. No representation or warranty by the Buyer contained in this Agreement and no statement contained in any other agreement or instrument contemplated hereby contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact, necessary in order to make any of the statements not misleading.

8.9 Valid Agreement. The Buyer (a) has obtained all necessary corporate approvals of this Agreement and the transactions contemplated herein; (b) has the requisite power and authority to enter into, execute and deliver this Agreement and each and every agreement and instrument contemplated hereby to which the Buyer is or will be a party, and to perform fully the Buyer's obligations hereunder and thereunder; and (c) has all the necessary governmental licenses, permits and authority to conduct its business, execute this Agreement and perform the transactions contemplated herein. This Agreement has been duly executed and delivered by the Buyer, and each and every other agreement and instrument contemplated by this Agreement to which the Buyer is a party, will be duly executed and delivered by the Buyer and (assuming due execution and delivery hereof and thereof by the other parties hereto and thereto) this Agreement and each such other agreement and instrument will be valid and binding obligations of the Buyer enforceable against the Buyer in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and by general equitable principles.

8.10 Status of Assets. The Buyer and its agents, employees, contractors and professional representatives have had full and adequate access to review the Policies and the viator files and the Buyer has approved the status of the Policies and the viator files and will accept the same on the Conveyance Date, in their AS IS condition without any warranties whatsoever other than those expressly made herein.

8.11 Assumed Obligations. The Buyer acknowledges that upon Buyer's ownership of the Policies, the Buyer will be subject to certain confidentiality obligations with respect to the identity and health status of the insureds under the respective Policies and/or other obligations which may be imposed by law with respect to viatical policies of life insurance and Buyer agrees to assume and perform and hold Seller harmless from such obligations upon receipt of the applicable Policies on the Interim Conveyance Date and the Conveyance Date, respectively.

8.12 License. Intentionally omitted.

9. OK District Court Proceedings. Seller shall request and obtain as a prerequisite to Closing Date and Conveyance Date under this Agreement, the OK District Court's approval of this Agreement and the Service and Escrow Agreement and the obligations to be performed upon such dates. Further, it is expressly agreed that all actions with respect to this Agreement shall be instituted in the Conservatorship Proceedings in the OK District Court and Oklahoma law shall apply without giving effect to the conflict of law principles thereof. By execution of this Agreement, the parties irrevocably and unconditionally submit to the jurisdiction (both subject matter and personal) of such Conservatorship Proceedings with the OK District Court and irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in such OK District Court; (b) any claim that any action or proceeding brought in the OK District Court has been brought in an inconvenient forum; and (c) any objection or claim that the OK District Court lacks jurisdiction.

10. Conditions Precedent to Buyer's Obligations. Buyer's purchase obligations hereunder are subject to the satisfaction of the following conditions on or prior to the Closing Date and the Conveyance Date (which conditions Buyer shall have the right to waive at its sole discretion):

10.1 Seller's Representations and Warranties. The representations and warranties of the Seller contained herein shall be true and correct in all material respects as if made on and as of the Closing Date and the Conveyance Date.

10.2 No Judgments. There shall not be any judgment, order, decree, stipulation, injunction, or charge in effect preventing or materially affecting the consummation of any of the transactions contemplated by this Agreement.

10.3 Court Approval. Seller shall have received on or before the Closing Date an order from the OK District Court approving the execution, Closing and performance under this Agreement and the Service and Escrow Agreement which order will include language reasonably satisfactory to Buyer, relieving Buyer of all liability for any claims or causes of action by viators or investors arising from acts or omissions of any owners or purchasers of the Policies or any persons or entities acting or purporting to act on their behalf, which acts or omissions occurred or failed to occur prior to the Closing Date. Additionally, Seller shall have received on or before the Conveyance Date approval from the OK District Court for the transfer of the Assets to Buyer.

10.4 Execution of Service and Escrow Agreement. The Service and Escrow Agreement shall be fully executed and in full force and effect.

11. Conditions Precedent to Seller's Obligations. Seller's sale obligations hereunder are subject to the satisfaction of the following conditions on or prior to the Closing Date and the Conveyance Date (which obligations, other than under Paragraph 11.1 below, Seller shall have the right to waive in Seller's sole discretion):

11.1 Court Approval. Seller shall have received on or before the Closing Date approval from the OK District Court for the execution, Closing and performance under this

Agreement and the Service and Escrow Agreement and Seller shall have received on or before the Conveyance Date approval from the OK District Court for the transfer of the Assets to Buyer and the distribution of proceeds to the ABC Investors.

11.2 Buyer's Representations and Warranties. The representations and warranties of Buyer contained herein shall be true and correct in all material respects as if made on and as of the Closing Date and the Conveyance Date.

11.3 No Judgments. There shall not be any judgment, order, decree, stipulation, injunction, or charge in effect preventing or materially affecting the consummation of any of the transactions contemplated by this Agreement.

11.4 Excluded Assets. Seller shall have received adequate assurance in the form reasonably determined by Seller that Buyer will comply with the provisions of Paragraph 3.4 hereof.

11.5 Execution of Service and Escrow Agreement. The Service and Escrow Agreement shall be fully executed and in full force and effect.

12. Final Conveyance. On or before the Conveyance Date, the parties will perform the obligations hereafter set forth:

12.1 Seller's Conveyance Date Obligations. On or before the Conveyance Date, Seller shall: (i) by one or more assignments mutually approved by Buyer, Seller and Servicer, convey to Buyer or as directed by Buyer all the Assets to be acquired by Buyer hereunder, (ii) provide Buyer with such additional certificates or documents as may be reasonably requested under the terms of this Agreement; and (iii) cause all then remaining Purchase Price proceeds to be distributed to the ABC Investors.

12.2 Buyer's Conveyance Date Obligations. On or before the Conveyance Date, Buyer shall: (i) have paid to Servicer on behalf of Seller, the Purchase Price hereunder; (ii) execute the assignments necessary to acquire the Assets; and (iii) provide Seller with such additional certificates or documents as may be requested under the terms of this Agreement specifically including Paragraphs 3.3, and 3.4.

12.3 Servicer's Conveyance Date Obligations. On or before the Conveyance Date, the Servicer will (a) render its final accounting under the Service and Escrow Agreement reflecting (i) that the obligations under the Policies are paid current from funds advanced by Buyer pursuant to Paragraph 3 hereof; (ii) the complete payment of its fees, expenses and costs by Buyer pursuant to Paragraph 3 hereof (including a reasonable reserve for final expenses); (iii) the complete payment of the Purchase Price for the benefit of Seller; (iv) that the Purchase Price proceeds have been paid to the ABC Investors in accordance with the OK District Court's Order; and (v) that all remaining proceeds in the Servicer's Account (other than a reasonable reserve for final expenses as determined by Servicer) have been paid to Buyer; (b) obtain the execution of Buyer and Seller of the assignments of the Policies, transmit such assignments to the applicable life insurance companies, receive confirmation from such applicable life insurance companies

that the applicable Policies have been assigned and conveyed to Buyer and otherwise facilitate the actions reasonably necessary to assign the Policies to Buyer; (c) deliver possession of the viator files to Buyer; and (d) take any other reasonable necessary steps or activities to cause this Agreement to be fully performed.

13. Default Remedies. If either party fails to perform such party's obligations under this Agreement or the Service and Escrow Agreement (except as excused by the other party's default), the party claiming default will make written demand for performance. If (a) the defaulting party fails to pay any amount due hereunder within ten (10) days after receipt of written demand for such payment from the non-defaulting party; or (b) if the defaulting party fails to otherwise comply with or cure any non-monetary defaults identified in such written demand within thirty (30) days after receipt thereof, then and in either of such events, the non-defaulting party will have the option to (i) waive such default, (ii) to exercise any remedy available at law or in equity; or (iii) to terminate this Agreement, and on such termination, if applicable, the non-defaulting party will be entitled to the Earnest Money Deposit as liquidated damages arising from such default. The parties agree that the amount of actual damages which the non-defaulting party would suffer as a result of the default would be extremely difficult to determine and has agreed, after specific negotiation relating thereto, that the amount of the Earnest Money Deposit is a reasonable estimate of the non-defaulting party's damages and, at the option of the non-defaulting party, is intended to constitute a fixed amount of liquidated damages in lieu of other remedies available to the non-defaulting party and is not intended to constitute a penalty. On such termination and return or payment of the Earnest Money Deposit, if applicable, the parties will be discharged from any further obligations and liabilities under this Agreement.

13.1 No Transfer. In addition to the failure to comply with the terms of this Agreement or the Service and Escrow Agreement after the expiration of any applicable notice and cure periods, the parties expressly agree that it shall be an event of default by Buyer (without any notice and cure period) if Buyer dissolves, liquidates, merges or consolidates or if there is a material change in the management of the Buyer, without the prior written consent of the Seller, which consent may be granted or withheld in Seller's sole discretion; provided that notwithstanding the preceding, it is expressly agreed that the restrictions provided for in this Section 13.1 shall not apply to any transaction pursuant to which all of Buyer's rights and obligations hereunder are assigned to and assumed by a third party approved by Seller upon the termination of Buyer which shall occur on or before the 15th day of December, 2012, and the approval of such third party will not be unreasonably withheld provided that (a) Seller approves the creditworthiness of such assignee; (b) the identity of the assignee will not impose on Seller or Servicer any additional requirements, legal or otherwise; (c) the Service and Escrow Agreement will also be assigned to such assignee; and (d) Buyer and/or such assignee shall pay all costs and expenses incurred by Seller and/or Servicer in reviewing the proposed assignment and preparing the necessary documents to evidence such assignment, including reasonable attorney's fees incurred by Seller or Servicer; and provided further that if there is a material change in the management of the Buyer as the result of the death or disability of a manager, Buyer shall have a period of ninety days to designate a successor manager acceptable to the Seller.

13.2 Limit on Multiple Notices of Default. Notwithstanding the provisions hereinabove, it is expressly agreed that the defaulting party shall only be entitled to two (2)

notices of default and opportunity to cure with respect to defaults (exclusive of a default resulting from a change of ownership or control of Buyer, for which no notice and cure period is required) arising within any calendar year during the term of this Agreement. Accordingly, immediately upon the defaulting party's third (3<sup>rd</sup>) default within any calendar year, the non-defaulting party will be entitled (without notice and without any curative or grace period) to exercise such party's rights and remedies under this Agreement. It is further expressly acknowledged and agreed that Seller's rights and remedies upon Buyer's default under this Agreement shall include, without limitation, the right to terminate this Agreement and the Service and Escrow Agreement and upon such termination, Seller will be entitled to retain the Earnest Money Deposit as liquidated damages arising from such default.

13.3 Bankruptcy. Notwithstanding anything herein to the contrary, in the event a petition in bankruptcy is filed by or against Buyer, or in the event that Buyer makes an assignment for the benefit of creditors or otherwise attempts to take advantage of any insolvency proceeding, then this Agreement at the option of Seller will be deemed terminated, without notice, and Seller will be entitled to retain the Earnest Money Deposit as liquidated damages. The Buyer agrees that the amount of actual damages which the Seller would suffer as a result of the Buyer's bankruptcy or insolvency would be extremely difficult to determine and has agreed, after specific negotiation relating thereto, that the amount of the Earnest Money Deposit is a reasonable estimate of the Seller's damages and, at the option of the Seller, is intended to constitute a fixed amount of liquidated damages in lieu of other remedies available to the Seller and is not intended to constitute a penalty. On such termination and return or payment of the Earnest Money Deposit, if applicable, the parties will be discharged from any further obligations and liabilities under this Agreement.

14. Miscellaneous. It is further agreed as follows:

14.1 Time. Time is the essence of each provision of this Agreement.

14.2 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement will be in writing and will be deemed to have been given when delivered personally, by telefacsimile or electronic mail (with a confirming copy sent within one [1] business day by any other means described in this paragraph), to the party designated to receive such notice, or on the date following the day sent by a nationally recognized overnight courier, or on the third (3<sup>rd</sup>) business day after the same is sent by certified mail, return receipt requested, postage and charges prepaid, directed to the following addresses or to such other or additional addresses as any party might designate by written notice to each other party:

To the Seller

Tom Moran, Conservator  
948 West Hefner Road  
Oklahoma City, Oklahoma 73114  
Telephone: (405) 753-9100  
Telefacsimile: (405) 753-9397  
Email: [tmoran@coxinet.net](mailto:tmoran@coxinet.net)

With Copy To: Phillips McFall McCaffrey McVay & Murrah, P.C.  
One Leadership Square, 12<sup>th</sup> Floor  
211 N. Robinson  
Oklahoma City, Oklahoma 73102  
Attention: Mel R. McVay  
Sally A. Hasenfratz  
Telephone: (405) 235-4100  
Telefacsimile: (405) 235-4133  
Email: [mrmcvay@phillipsmcfall.com](mailto:mrmcvay@phillipsmcfall.com)  
[sahasenfratz@phillipsmcfall.com](mailto:sahasenfratz@phillipsmcfall.com)

To the Buyer: Lorenzo Tonti Limited  
c/o Acheron Capital Limited  
The Court House  
Efrstadt Court  
Denmark Street,  
Wokingham, Merks, UK

With Copy To: Lynch, Brewer, Hoffman & Fink, LLP  
101 Federal Street  
Boston, Massachusetts 02110  
Attention: Edward (Ned) S. Brewer  
Steven L. Schreckinger  
Telephone: (617) 951-0800  
Telefacsimile: (617) 951-0811  
Email: [nbrewer@lynchbrewer.com](mailto:nbrewer@lynchbrewer.com)  
[sschreckinger@lynchbrewer.com](mailto:sschreckinger@lynchbrewer.com)

14.3 Survival. All representations and warranties of the parties contained in this Agreement will survive the closing of this transaction by two (2) years.

14.4 Brokerage Indemnification. The Buyer and Seller, each agree to indemnify and hold the other harmless from claims for commissions asserted by any person or entity as a result of dealings by or with Buyer or Seller, respectively, that were claimed to give rise to such commissions.

14.5 Entire Agreement. This instrument and the Service and Escrow agreement attached hereto as Exhibit "B" constitutes the entire agreement between the parties relating to the subject matter of this Agreement and there are no agreements, understandings, warranties or representations between the parties except as set forth herein.

14.6 Binding Effect. This Agreement will inure to the benefit of and bind the respective successors and permitted assigns of the parties.

14.7 Attorneys' Fees. If any party institutes an action against any other party relating to the provisions of this Agreement or any default hereunder, the unsuccessful party to such action will reimburse the successful party for the reasonable attorneys' fees, disbursements and other litigation expenses incurred by the successful party.

14.8 Severability. If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible that is legal, valid and enforceable.

14.9 Headings. The headings used in this Agreement are for ease in reference only and are not intended to affect the interpretation of this Agreement in any way.

14.10 Counterpart Execution. This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This document will not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to each other party to this Agreement.

14.11 Assignment. The rights of the parties under this Agreement cannot be assigned in whole or in part without the prior written consent of each nonassigning party.

14.12 Amendment. None of the provisions of this Agreement can be changed, waived, discharged or terminated, except by a document in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

14.13 Approvals. When approval by any party is required under this Agreement, such approval will not be unreasonably withheld, conditioned or delayed. Unless provision is made for a specific period of time, the period of time in which the right of approval will be exercised will be ten (10) days. If the party whose approval is requested neither approves nor disapproves a proposed action within the applicable period, the party will be deemed to have given approval. If a party disapproves any action proposed by any other party, such disapproval will not be effective unless the reason for such disapproval is stated in writing and provided to the party proposing the action.

14.14 No Waiver. No waiver of any action or default by any party will be implied from the failure or delay by the other party to take any action in respect of such action or default. No express waiver of any condition precedent or default will affect any other default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the performance of any provision of this Agreement will not be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any act or request by any party will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request. The partial exercise of any right or remedy under this Agreement will not preclude any other or further exercise

thereof or the exercise of any other right or remedy. No course of dealing between the parties will be deemed to amend the terms of the Agreement or to preclude any party from exercising the rights and remedies herein contained notwithstanding such course of dealing. The rights and remedies provided in this Agreement are cumulative and no right or remedy will be exclusive of any other, or of any other right or remedy at law or in equity which any party might otherwise have by virtue of a default under this Agreement and the exercise of any right or remedy by any party will not impair such party's standing to exercise any other right or remedy.

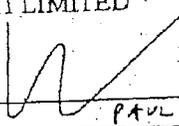
14.15 No Partnership. Nothing contained in this Agreement and no action by the parties taken as a result of or incident to this Agreement will be deemed or construed by the parties or by any third person to create the relationship, or a joint venture, or any association between or among any of the parties.

14.16 Fiduciary Status of Conservator. Notwithstanding anything herein or in the Service and Escrow Agreement to the contrary, it is expressly acknowledged and agreed that Tom Moran is executing all documents related hereto in his fiduciary capacity only and neither he nor any of his personal assets or business interests will have any liability hereunder or in connection with the transactions contemplated hereby, unless the OK District Court shall have determined that such Conservator has committed intentional fraud against the Buyer.

[SIGNATURES ON FOLLOWING PAGE]

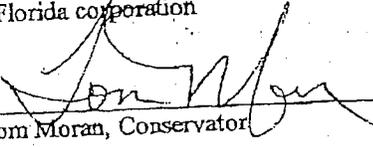
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LORENZO TONTI LIMITED

By:   
Name: PAUL TANTI  
Title: INVESTMENT ADVISOR

(the "Buyer")

TOM MORAN of OKLAHOMA CITY,  
OKLAHOMA, as CONSERVATOR for  
ACCELERATED BENEFITS CORPORATION,  
a Florida corporation

  
Tom Moran, Conservator

(the "Seller")

List of Exhibits:

- Exhibit A - List of Policies
- Exhibit B - Service and Escrow Agreement
- Exhibit C - Large Policies
- Exhibit D - Consents, Approvals and Authorizations
- Exhibit E - Example Closing Statement
- Schedule 7.4 - Loans against the Policies and Exceptions to Title

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FIRST AMENDMENT  
TO  
OPTION PURCHASE AGREEMENT  
AND  
SERVICE AND ESCROW AGREEMENT

THIS FIRST AMENDMENT is made and entered into effective the 15<sup>th</sup> day of June, 2006, by and between LORENZO TONTI LIMITED, a corporation formed under the laws of Ireland ("Buyer"); TOM MORAN OF OKLAHOMA CITY, OKLAHOMA, AS CONSERVATOR ("Seller"), of certain assets of ACCELERATED BENEFITS CORPORATION, a Florida corporation ("ABC"); and HTM CONSERVATOR, LLC, an Oklahoma limited liability company ("Sevicer").

RECITALS:

- A. The Buyer, Seller and Sevicer executed that certain Option Purchase Agreement and Service and Escrow Agreement both dated May 24, 2006.
- B. The parties have agreed to amend the Option Purchase Agreement and Service and Escrow Agreement on the terms hereafter set forth.
- C. Unless otherwise defined herein, the capitalized terms used herein will have the meanings set forth in the Option Purchase Agreement and the Service and Escrow Agreement.

AGREEMENT:

In consideration of the mutual agreement herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Revised Exhibit E. Exhibit "E" to the Option Purchase Agreement is hereby deleted and in lieu thereof the "First Revised Exhibit E" attached hereto shall be substituted therefor.
2. Closing. The reference to the "2<sup>nd</sup> day of July, 2006" in line 7 of Paragraph 5 of the Option Purchase Agreement is hereby deleted and in lieu thereof "June 15, 2006" shall be substituted therefor.
3. Revised Schedule 2. Schedule "2" to the Service and Escrow Agreement is hereby deleted and in lieu thereof the "First Revised Schedule 2" attached hereto shall be substituted therefor.
4. Binding Effect. Except as amended herein, the Option Purchase Agreement and Service and Escrow Agreement will remain in full force and effect.

[SIGNATURE PAGE FOLLOWS]

Buyer hereby directs Seller and Servicer to distribute any amounts coming due to Buyer under the Option Purchase Agreement or the Service and Escrow Agreement to the Lorenzo Tonti 2006 Trust. Buyer will provide wiring instructions for the Trust to Seller and Servicer.

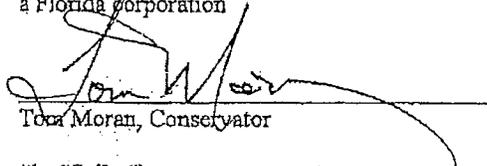
Dated effective the 15<sup>th</sup> day of June, 2006.

LORENZO TONTI LIMITED

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

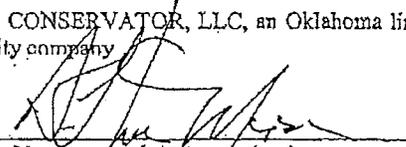
(the "Buyer")

TOM MORAN of OKLAHOMA CITY,  
OKLAHOMA, as CONSERVATOR for  
ACCELERATED BENEFITS CORPORATION,  
a Florida corporation

  
Tom Moran, Conservator

(the "Seller")

HTM CONSERVATOR, LLC, an Oklahoma limited  
liability company

By:   
Name: H. THOMAS MORAN  
Title: NSP

("Servicer")

## SERVICE AND ESCROW AGREEMENT

THIS SERVICE AND ESCROW AGREEMENT (the "Agreement") is made and entered into this 24 day of May, 2006, by and between LORENZO TONTI LIMITED, a corporation formed under the laws of Ireland (the "Buyer"); TOM MORAN of OKLAHOMA CITY, OKLAHOMA, as CONSERVATOR (the "Seller") for certain assets of ACCELERATED BENEFITS CORPORATION, a Florida corporation ("ABC"); and HTM CONSERVATOR, LLC, an Oklahoma limited liability company (the "Servicer").

### RECITALS:

A. The Seller is the Conservator of certain assets (the "Conservator Assets") of ABC and its agents, including American Title Company of Orlando and David Piercefield under Case Number CJ-99-2500-66 (the "Conservatorship Proceeding") in the District Court of Oklahoma County, State of Oklahoma (the "OK District Court"), reference of which is hereto made for all purposes including the appointment of the Seller as Conservator of the Conservator Assets.

B. By that certain Option Purchase Agreement of even date herewith (the "OPA"), Seller agreed to sell and Buyer was granted an option to purchase the Assets, constituting the Policies and viator files described in the OPA. Incident to the OPA it was agreed that the parties would enter into this Agreement to set forth the terms upon which Servicer will manage the portfolio of Policies and viator files, collect the funds from Buyer necessary to service the Policies and distribute the proceeds thereof pursuant to the OPA to be approved by the OK District Court.

C. The Servicer was established by specific order of the OK District Court dated February 21, 2002 and was thereby granted authority to hold title to certain of the Conservatorship Assets. The Servicer's principal has expertise in the life insurance industry including the viatical and life settlement industry and the Servicer agrees to enter into this Agreement to continue to hold title to and manage the Policies, receive funds to pay premiums and distribute proceeds of such Policies and collect, account for and distribute Purchase Price under the OPA as more fully set forth herein upon terms and conditions hereof.

D. Unless otherwise defined herein, the capitalized terms used herein will have the meanings set forth in the OPA.

### AGREEMENT:

In consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller, Buyer and Servicer agree as follows:

A. Condition Precedent. This Agreement and the OPA are expressly conditioned upon the approval of the OK District Court. If such approval by the OK District Court is not received on or before the 23rd day of June, 2006, then this Agreement and the OPA will be null and void. If such approval by the OK District Court is obtained, the Seller will provide Buyer with the Court Approval Notice and the closing of the OPA and this Agreement will occur within ten (10) Business days of Buyer's receipt of the Court Approval Notice.

1. Appointment and Term. The Buyer and Seller hereby engage Servicer as an independent contractor to provide the Policy Services, A&R Services, Investor Services, and B&T Services all as hereafter defined and such other services as herein provided (collectively, the "Services") for the term of this Agreement which will commence on the Closing Date and end on the date when all Investor Proceeds (as hereafter defined) are paid pursuant to the provisions of Paragraph 4.3.2 (the "Term").

2. Policy Services. During the Term of this Agreement, Servicer will provide on behalf of Buyer and Seller the following services (collectively, the "Policy Services"):

2.1 Insured Tracking. With respect to the insured under each Policy (each an "Insured" and collectively the "Insureds") Servicer will use reasonable efforts to monitor the health status and last known address of each Insured, in accordance with the following:

2.1.1 Physician Contact. On a periodic basis, not less frequently than annually, nor more frequently than allowed under applicable law, Servicer will contact the physician of each Insured for which a valid medical release is available to determine the health status of each such Insured.

2.1.2 Insured Contact. On a periodic basis, not less frequently than semi-annually, nor more frequently than allowed under applicable law, Servicer will contact each Insured or their respective nominee(s), if applicable, to determine (a) the last known address or other whereabouts of each such Insured; (b) the health status of each such Insured (including whether such Insured has qualified for any type of disability); and (c) whether such Insured has changed regular physicians and if so, the Servicer will use reasonable efforts to obtain the name and address of such new physician to be contacted by Servicer pursuant to Paragraph 2.1.1 above.

2.1.3 Inforce Illustrations. On a periodic basis, but not less frequently than once every two (2) years, the Servicer will use reasonable efforts to contact the insurance companies which issued certain of the Policies which constitute universal life and whole life insurance policies to verify: (a) the coverages and (b) the premiums with respect thereto, as are customarily verified via an inforce ledger illustration for each such respective Policy.

2.2 Disability Waiver. With respect to each Policy which contains a rider waiving the payment of premiums in the event of the disability of the Insured, the Servicer will use reasonable efforts to: (a) continue or renew existing waivers of premium payments for Policies in which the premiums are currently paid as a result of a disability rider; and (b) apply for and seek

the waiver of premiums for any Policy in which the Servicer has actual knowledge that the Insured thereof has hereafter become disabled.

2.3 Death Claim Management. With respect to each Policy in which the Insured is deceased or hereafter dies, the Servicer will use reasonable efforts to collect the Policy benefits in accordance with the following procedure: (a) upon actual knowledge or notification of death, the Servicer will obtain a certified copy of the Insured's death certificate or other appropriate evidence of death from the appropriate agency; and (b) the Servicer will promptly apply for all applicable death benefits under the Policy of such Insured by submitting the appropriate claim forms, monitoring the status of such claims and receiving the proceeds thereof.

2.4 Premium/Maturity Funds Management. As more fully set forth hereinbelow, the Servicer will (a) provide an annual budget of premiums payable under the Policies; (b) collect from the Buyer and deposit in the Premium Disbursement Account (as hereafter defined), on a monthly basis, in advance, the amount of the premiums due under the Policies for the succeeding month; (c) pay from the Premium Disbursement Account the premiums due under the Policies as and when due; (d) reconcile, on a monthly basis, the payments received from Buyer with those paid under the Policies; (e) collect and deposit in the Policy Maturity Account (as hereafter defined) the proceeds of the Policies upon the deaths of the Insureds thereof; and (f) distribute from the Policy Maturity Account the Policy proceeds strictly in accordance with the provisions of Paragraph 6 of the OPA and any order hereafter issued by the OK District Court.

2.5 Viator Files. The Servicer will maintain, with respect to each Policy certain records and files (each a "Viator File" and collectively, the "Viator Files") which will include to the extent possessed by Seller and received by Servicer: (a) the Policy; (b) all policy agreements between ABC and each Insured including without limitation, the applicable (i) contracts for sale and purchase of life insurance; (ii) notification to insurance carrier regarding viatical settlement; (iii) consent to transfer, waiver and release of claims; (iv) affidavit of viator; (v) special power of attorney; (vi) bill of sale; (vii) viator status notification agreement; (viii) nomination and authorization forms; (ix) physician directive; and (x) irrevocable consent to release medical records (collectively as applicable, the "Viator Agreements"); (c) all material correspondence and policy information received by Servicer from Seller (including ABC correspondence to the extent possessed by Seller) and/or the applicable insurance companies; (d) the information and records received by Servicer and hereafter collected by the Servicer pursuant to Paragraph 2.1 above with respect to the health status and whereabouts of each Insured; (e) the records applicable to each respective Policy to the extent possessed by or prepared by the Servicer, including without limitation, the inforce ledger illustrations and premium payment records.

2.6 Conveyance Duties. Upon the Conveyance Date, the Servicer will take the necessary acts (collectively, the "Conveyance Duties") to cause the unmaturing Large Policies and Remaining Policies, respectively, to be assigned, conveyed and transferred to Buyer. The Conveyance Duties will specifically include, without limitation: (a) completing the applicable assignment documents for the transfer of the applicable unmaturing Policies to Buyer; (b) using reasonable efforts to cause the conveyance of such applicable Policies to Buyer to be exclusive of the Excluded Assets, which Servicer will cause to be conveyed to or retained by Seller, or in the alternative, assisting in the preparation, execution and perfection of security agreements and

other applicable documents to perfect Seller's rights in and to such Excluded Assets under Paragraphs 3.3 and 3.4 of the OPA; (c) working with Buyer and Seller to properly complete and execute such assignment documents, as applicable; (d) transferring the applicable assignment documents to the life insurance companies, monitoring and verifying that the applicable conveyances have been completed; and (e) delivering to the Buyer the Viator Files with respect to the Policies assigned and conveyed to Buyer.

2.7 Interim Duties. During the Term of this Agreement, upon the prior written request of Buyer, Servicer will assist with the sale or surrender of certain of the Policies as may be requested by Buyer, provided that: (a) the insured of the Policies which Buyer desires to sell or surrender must have estimated life expectancies which extend at least one (1) year beyond the projected Conveyance Date as reasonably estimated by Seller or Servicer (the "Extended Life Expectancies"), which Extended Life Expectancies are verified at the sole cost of Buyer by any written reports of the medical experts or actuaries or other consultant approved by Servicer; and (b) all sales and/or surrender proceeds are treated as maturity proceeds and paid to Seller as part of the Purchase Price or distributed to Buyer as described in the OPA and Paragraph 3.2.1 below. In the event Buyer desires to sell or surrender Policies which the insured's thereof do not have Extended Life Expectancies proven in accordance with the criteria described in subparagraph (a) hereof; then if the Policies have face amounts of less than \$50,000 each (the "Deminimis Policies"), such Policies may be sold or surrendered only if agreed in writing by Seller and Servicer. Policies (other than those with insureds having Extended Life Expectancies and Deminimis Policies) may only be sold or surrendered upon Buyer's written request and the approval of the OK District Court in the Conservatorship Proceedings. In each case where a Policy is sold or surrendered in accordance with the provisions hereof, all proceeds thereof must be deposited, held and distributed as part of the maturity proceeds of the Policies. Also, during the Term of this Agreement, Buyer may suggest interest rate or credit hedging or modifying policy premiums, which suggestion will not be implemented unless approved by Seller and Servicer. In no event will Buyer be allowed to obtain premium financing or place a lien on any of the Policies prior to the Conveyance Date. The Servicer will be permitted to charge and the Buyer will pay for the Servicer's costs and expenses (including reasonable hourly rates of Servicer's employees) associated with the performance of the interim duties described herein which costs and expenses are not included within the Servicer's fees described in Paragraph 6.1 and Schedule 3 hereof.

3. Accounting and Reporting Services. During the Term of this Agreement, Servicer will to the extent that the Servicer receives the appropriate documentation, maintain full and adequate books and accounts and such other records as might be appropriate to reflect (a) the premium payments and maturity proceeds associated with the Policies; (b) the Buyer's obligations under Paragraph 4 of the OPA; and (c) the determination, adjustment and payment of the Purchase Price. Such accounting and reporting services (collectively, the "A&R Services") will be provided by Servicer to Buyer and Seller in accordance with the following:

3.1 Premium Accounting and Payments. During the Term of this Agreement, Servicer will, with respect to the premiums due under the Policies, perform the following accounting and payment services:

3.1.1 Premium Budgets. Servicer has provided the 2006 budget and Servicer will hereafter provide to Buyer and Seller, at least thirty (30) days prior to the end of each fiscal year, a budget (each a "Premium Budget") which reflects, on a monthly basis and for each fiscal year ending April 31, in the aggregate, the costs, expenses and reserves for the payment of the premiums due under the Policies and the costs, fees and expenses of Servicer hereunder. It is expressly agreed that Buyer and Seller approve the 2006 Premium Budget, which is attached hereto as Schedule "1".

3.1.2 Initial Proration and Deposit. Intentionally Omitted.

3.1.3 Monthly Invoices. Servicer has provided an initial monthly invoice and Servicer will hereafter provide to Buyer and Seller on or before the fifteenth (15<sup>th</sup>) day of each calendar month, an invoice (each a "Monthly Invoice") which reflects Buyer's obligations, payable in advance, for premiums due under the Policies for the succeeding month and the monthly amount of Buyer's Servicer Fees, as hereafter defined. It is expressly agreed that Buyer and Seller approve the initial Invoice due with respect to the premiums for the period commencing January 1, 2006 and through the Closing Date hereof, which is attached hereto as "Schedule 2". Buyer will pay to Servicer by wire transfer to be received in Servicer's account designated "Premium Disbursement Account" (as hereafter defined) on the Closing Date and thereafter on or before the 25<sup>th</sup> day of each calendar month during the Term of this Agreement, the amount reflected on the applicable Monthly Invoice (the "Buyer's Monthly Payment").

3.1.4. Monthly Payments of Premiums and Fees. Provided that Servicer receives the Buyer's Monthly Payment, the Servicer will utilize the Buyer's Monthly Payment to pay the premiums due under the Policies and the Buyer's Servicer Fees for the succeeding month. Notwithstanding anything hereunder, it is specifically agreed that the initial Monthly Invoice and thereafter each Monthly Invoice for the initial month of each succeeding calendar year will contain and Buyer will pay a reserve to be maintained in the Premium Reserve Account, which reserve will equal the sum of (a) the average Monthly Payment reflected on the applicable Premium Budget; plus (b) the average monthly Buyer's Servicer Fee (collectively, the Reserve). Provided that Buyer is not in default hereunder, any reserve held in the Premium Reserve Account in excess of the Reserve will be refunded or credited to Buyer annually at the beginning of each calendar year, as determined by Servicer.

3.1.5. Monthly Reconciliation and Variance. Along with each Monthly Invoice (after the initial Monthly Invoice), Servicer will provide to Buyer and Seller a reconciliation and itemization (the "Monthly Reconciliation") of (a) the Buyer's Monthly Payment with the actual amount Servicer paid for premiums due under the Policies and the Buyer's Servicer Fees; and (b) all Buyer's Extraordinary Expenses (as hereafter defined) incurred by Servicer, if any, with supporting documentation therefor which Buyer shall pay to Servicer in arrears. To the extent any Monthly Reconciliation reflects an additional obligation of Buyer, Buyer will remit the same to Servicer in arrears, along with the Buyer's Monthly Payment for the succeeding month. To the extent any Monthly Reconciliation reflects an overpayment by Buyer, Buyer will receive credit for such overpayment by such overpayment reducing the Buyer's Monthly Payment for the succeeding month. Each Monthly Reconciliation will contain Servicer's variance report which

identifies in reasonable detail any substantial variance of the actual costs and expenses with the applicable Premium Budget and Monthly Invoice.

3.2. Purchase Price Accounting and Payments. During the Term of this Agreement, Servicer will, with respect to the Purchase Price under the OPA, perform the following accounting and payment services:

3.2.1. Maturity Proceeds. Servicer will, with respect to each month subsequent to the receipt of proceeds of any Policy and thirty (30) days subsequent to the end of each calendar year thereafter, submit to Buyer and Seller a report (the "Maturity Proceeds Report") which identifies, in arrears, on a monthly and annual basis, as applicable: (a) the Policies which matured during the preceding month or year, as applicable, including the identity of the Insured and the face amount thereof; (b) the amount of proceeds received with respect to each such Policy, including, without limitation, whether any portion of the proceeds received was in excess of the face value of such Policy, seventy-five percent (75%) of which excess constitutes an Excluded Asset under Paragraphs 3.3 and 3.4 of the OPA; (c) whether each such matured Policy is designated as a Large Policy or a Remaining Policy under Paragraphs 6.2 and 6.4 of the OPA; (d) the amount of each such matured Policy which is (i) to be held for the benefit of Seller as an Excluded Asset or applied against the Purchase Price pursuant to the provisions of Paragraph 5 of the OPA and subsequently distributed to the ABC Investors as hereafter set forth; and (ii) to be paid to Buyer pursuant to the provisions of Paragraph 6 of the OPA, which payment shall be made by Servicer to Buyer from the Policy Maturity Account contemporaneously with the applicable Maturity Proceeds Report; and (e) the then cumulative proceeds of all matured Policies, together with the then cumulative amounts held for the benefit of Seller as Excluded Assets and as applied against the Purchase Price (and any adjustments thereto) and the then cumulative amount paid to Buyer.

3.2.2. 1-5 LE Policies and Payment. Intentionally omitted.

3.2.3. Monitor Purchase Price. During the Term of the Agreement, Servicer will periodically monitor (not less frequently than annually) its receipt and application on behalf of Seller of the Purchase Price payments by virtue of the maturity proceeds described in Paragraph 3.2.1 hereinabove, together with any necessary adjustments to such Purchase Price under Paragraph 6.5 of the OPA. In connection therewith, Servicer will periodically (not less frequently than semi-annually) review and revise Exhibit "A" and make any necessary adjustments to the Purchase Price under Paragraph 6.5 of the OPA. Any revisions to Exhibit "A" shall be dated and approved by Seller as reflected by Seller's execution of such revised Exhibit "A" and attached to the OPA. At such time as Servicer has received the entire Purchase Price, exclusive of the Earnest Money Deposit, Servicer will render an accounting (the "Purchase Price Accounting") reflecting, without limitation, (a) the cumulative amounts theretofore applied against the Purchase Price; and (b) all adjustments to the Purchase Price. The Buyer and Seller will thereafter have fifteen (15) days to review and comment to such Purchase Price Accounting (any objection shall specify the reasons therefor) and within fifteen (15) days thereafter, Servicer will render its final Purchase Price Accounting. Promptly, thereafter, Servicer will seek approval of the Purchase Price Accounting from the OK District Court, and upon receipt of approval thereof, the Servicer will proceed with its Conveyance Duties and materially comply with all

other requirements under the OPA applicable to the Conveyance Date, including without limitation causing the Earnest Money Deposit to be applied against the final payment of the Purchase Price, making all final payments to the ABC Investors and distributing all amounts heretofore held in the Servicer's accounts in accordance with this Agreement, the OPA and any applicable OK District Court orders.

4. ABC Investor Services. During the Term of this Agreement, Servicer will maintain the ABC Investor Files, as hereafter defined, and with respect to the amounts owed to the ABC Investors under the Conservatorship Proceeding, perform accounting and payment services (collectively the "ABC Investor Services"), as follows:

4.1 ABC Investor Files. The Servicer will maintain with respect to each ABC Investor certain records and files (each an "ABC Investor File" and collectively the "ABC Investor Files") which will include: (a) to the extent possessed by Seller and received by Servicer (i) the name and address of each ABC Investor; (ii) all investment agreements between ABC and each ABC Investor, and (b) to the extent provided to Servicer or as may be reasonably determined by Servicer, an accounting of (x) the cumulative amount invested by each ABC Investor and the dates of each investment, with such investment to include all amounts paid by each such ABC Investor to ABC and paid directly to the insurance companies as premium payments and the dates thereof (such amount, for each ABC Investor, the "ABCI Investment" and the aggregate amount for all ABC Investors, the "Cumulative ABCI Investments"); and (y) the amount of each ABCI Investment which was invested through the 5th day of February, 2002 (such amount for each ABC Investor, the "ABCI Pre-Conservatorship Investment" and the aggregate amount thereof for all ABC Investors, the "Cumulative Pre-Conservatorship Investments"). The Servicer will also maintain in each ABC Investor File all material correspondence and investor information received by Servicer from ABC, Seller and/or any applicable insurance company.

4.2 Investor Proceeds. Servicer will, within thirty (30) days after the end of each semi-annual period hereafter and along with the final Purchase Price Accounting, submit to Seller a report (the "Investor Proceeds Report") which identifies in arrears on a semi-annual and cumulative basis, as applicable (a) the amount of the Excluded Assets, net of the amount used by Seller to pay the "Seller's Servicer Fees" as hereafter defined, and the Policy proceeds applied against the Purchase Price which were received by Servicer during such preceding period and held for the benefit of Seller (collectively, the "Investor Proceeds"); and (b) the amount of the Investor Proceeds to be paid to the ABC Investors in accordance with the OK District Court orders, which payments shall, unless otherwise set forth herein, be made in arrears on a semi-annual basis by the Servicer from the Policy Maturity Account, and paid contemporaneously with the applicable Investor Proceeds Report.

4.3 Payments to ABC Investors. The Investor Proceeds shall be paid to the ABC Investors as hereafter set forth, the computation of which will be included in the Investor Proceeds Report, as follows:

4.3.1 Return of Post-Conservatorship Payments. Intentionally omitted.

4.3.2. Payment of Pre-Conservatorship Investments. All amounts of Investor Proceeds received hereunder, shall be paid to the ABC Investors on a pro rata basis. Accordingly, it is specifically agreed that each ABC Investor who made an ABCI Pre-Conservatorship Investment will be paid an amount equal to the product of (a) the remaining Investor Proceeds reflected on the applicable Investor Proceeds Report; times (b) a fraction, the numerator of which is the ABCI Pre-Conservatorship Investment and the denominator of which is the Cumulative Pre-Conservatorship Investments. At such time as all remaining Investor Proceeds have been received by Servicer and paid to the ABC Investors as set forth in this Paragraph 4.3.2 and the OK District Court has approved the Purchase Price Accounting, the Investor Proceeds Report and all other matters set forth herein have been approved and completed, then this Agreement shall be terminated and the ABC Investors will be deemed satisfied in full, the Conservator and the Servicer will be discharged and the Conservatorship Proceeding shall be completed and dismissed.

4.4 De minimis Payments. Notwithstanding the preceding, in the event that any Investor Proceeds Report reflects that the Investor Proceeds received during the preceding semi-annual period were less than Five Hundred Thousand Dollars (\$500,000) in the aggregate (the "De minimis Proceeds Amount"), then Servicer may elect to defer the payments to the ABC Investors described in Paragraph 4.3 above until the next succeeding Investor Proceeds Report reflects aggregate Investor Proceeds in excess of the De minimis Proceeds Amount. Further, notwithstanding the preceding, in the event any Investor Proceeds Report reflects a payment to be made to any ABC Investor of less than Ten Dollars (\$10.00) ("De minimis Investor Payment Amount"), then Servicer may elect to defer payments to each such ABC Investor until the next succeeding Investor Proceeds Report reflects aggregate Investor Proceeds payable to each such ABC Investor in excess of the De minimis Investor Payment Amount.

5. Bank Accounts and Tax Statements. During the Term of this Agreement, Servicer will maintain certain bank accounts and will provide certain tax statements (collectively, the "B&T Services") as follows:

5.1 Bank Accounts. Servicer may establish and separately maintain certain accounts, using Servicer's taxpayer identification number with financial institutions and under authorized signatories, as determined by Servicer. Servicer will make deposits, expenditures and reconciliations as provided herein or otherwise deemed appropriate by Servicer. Servicer has determined that the following accounts will initially be established:

5.1.1 Earnest Money Account. That certain account established by Servicer to hold the Earnest Money Deposit Pursuant to Paragraph 6.1 of the OPA.

5.1.2 Premium Refund Account. Intentionally omitted.

5.1.3 Premium Disbursement Account. That certain account in which the Buyer's Monthly Payments will be deposited and from which the premium payments and Buyer's Servicer Fees will be paid.

5.1.4 Policy Maturity Account. That certain Account in which the proceeds of the Policies will be deposited and paid to Buyer or held for the account of Seller and paid to the ABC Investors as set forth herein.

5.1.5 Reserve Account. That certain account in which the Reserves are held.

5.2 Tax Statements. It is expressly recognized and agreed that Servicer will rely on the advise of its accountants and tax counselors relative to the issuance of any and all tax statements.

6. Servicer Fees. In consideration of the Services provided herein by Servicer, Buyer and Seller will pay to Servicer the fees (collectively, the Servicer Fees") hereafter set forth:

6.1 Buyer's Servicer Fees. With respect to the period commencing January 1, 2006, and continuing thereafter throughout the Term of this Agreement, the Buyer will pay to Servicer the Buyer's Servicer Fees which will equal the sum of the "Monthly Base Fee"; plus the "Incentive Fee", as such amounts are defined and required to be paid as set forth on Schedule "3" attached hereto. In addition to the Buyer's Servicer Fees, Buyer will reimburse Servicer in arrears for the Extraordinary Expenses incurred by Servicer as provided in Paragraph 3.1.5 hereof. It is expressly agreed that Extraordinary Expenses will include, when agreed to in advance by the Buyer, which agreement will not be unreasonably withheld or delayed, the following: (a) any and all legal, accounting and professional fees and expenses arising out of the Policies, the OPA, this Agreement or the Services provided hereunder; (b) the costs and expenses of dealing with medical providers, including medical information release costs; (c) the costs and expense of medical underwriting; and (d) the costs and expenses of a skip tracer or similar service.

6.2 Seller's Servicer Fees. The Seller will pay to Servicer monthly, in arrears an amount equal to 100% of Servicer's actual costs directly related to the performance of the ABC Investor Services. Servicer will provide Seller with supporting documentation of all such actual costs. Seller will pay such Seller's Servicer Fees first from the proceeds of the Excluded Assets under Paragraph 3 of the OPA and next to the extent necessary, from the Option Payment received by Seller under the OPA and finally, to the extent necessary, from the proceeds received and applied against the Purchase Price.

7. Insurance and Indemnification. During the Term of this Agreement, Servicer will maintain in full force and effect certain insurance as hereafter set forth. Additionally, the parties agree to certain indemnifications as hereafter set forth.

7.1 Servicer's Insurance. Servicer will maintain or cause to be maintained, at its sole cost and expense: (a) all legally required insurance coverage relating to its employees, including but not limited to worker's compensation insurance and employer's liability insurance; (b) "all risks" protection on Servicer's personal property, including but not limited to fixtures, furnishings, and equipment; and (c) errors and omissions insurance covering all employees of Servicer performing the cash management functions or other duties in connection with this Agreement, with such coverage to be in an amount of not less than Two Million Dollars

(\$2,000,000). All such insurance will be in such amounts and with such insurers as Servicer may determine and reasonably approved by Buyer and Seller.

7.2 Indemnification. Buyer agrees to indemnify Seller and Servicer from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees and litigation expenses) relating to the sale of the Policies to Buyer under the OPA and the provision of Services under this Agreement. At the election of Seller and/or Servicer, Buyer will defend any action or proceeding against Seller and/or Servicer or reimburse such parties from and against any and all claims, losses, damages, liabilities, costs and expenses in conducting their own defense (including reasonable attorney's fees and litigation expenses). Notwithstanding the preceding, Buyer will not be required to indemnify Seller and/or Servicer from and against any damages suffered as a direct result of the gross negligence or willful misconduct of Seller and/or Servicer in connection with the sale of the Policies under the OPA and the provision of Services hereunder. Seller and/or Servicer, respectively, agree to indemnify and hold Buyer harmless from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable attorney's fees and litigation expense) suffered as a direct result of their respective acts of gross negligence or willful misconduct. If any party becomes aware of a claim, cost, expense or facts which may result in a claim, cost or expense, which may be subject to indemnification hereunder, such party will promptly give written notice thereof to the other parties hereto. The indemnification under this paragraph will survive the termination of this Agreement.

8. Default; Remedies. If any party fails to perform such party's obligations under this Agreement or the OPA (except as excused by the other party's default), the party claiming default will make written demand for performance. If (a) the defaulting party fails to pay any amount due hereunder within ten (10) days after receipt of written demand for such payment from the non-defaulting party; or (b) if the defaulting party fails to otherwise comply with such written demand within thirty (30) days after receipt thereof, then and in either of such event, the non-defaulting party will have the option to waive such default, to exercise any remedy available at law or in equity or to terminate this Agreement and the OPA. It is expressly agreed that a default hereunder will constitute a default under the OPA, which will also entitle Buyer and Seller to exercise their respective rights and remedies thereunder.

8.1 No Transfer. In addition to the failure to comply with the terms of this Agreement or the OPA after the expiration of any applicable notice and cure periods, the parties expressly agree that it shall be an event of default by Buyer (without any notice and cure period) if Buyer dissolves, liquidates, merges or consolidates or if there is a material change in the management of the Buyer, without the prior written consent of the Seller, which consent may be granted or withheld in Seller's sole discretion; provided that notwithstanding the preceding, it is expressly agreed that the restrictions provided for in this Section 8.1 shall not apply to any transaction pursuant to which all of Buyer's rights and obligations hereunder are assigned to and assumed by a third party approved by Seller upon the termination of Buyer which shall occur on or before the 15th day of December, 2012, and the approval of such third party will not be unreasonably withheld provided that (a) Seller and Servicer approve the creditworthiness of such assignee; (b) the identity of the assignee will not impose on Seller or Servicer any additional requirements, legal or otherwise, (c) the Option Purchase Agreement will also be assigned to

such assignee; and (d) Buyer and/or such assignee shall pay all costs and expenses incurred by Seller and/or Servicer in reviewing the proposed assignment and preparing the necessary documents to evidence such assignment, including reasonable attorney's fees incurred by Seller or Servicer; and provided further that if there is a material change in the management of the Buyer as the result of the death or disability of a manager, Buyer shall have a period of ninety days to designate a successor manager acceptable to the Seller.

8.2 Limit on Multiple Notices of Default. Notwithstanding the provisions hereinabove, it is expressly agreed that the defaulting party shall only be entitled to two (2) notices and opportunity to cure with respect to defaults (exclusive of a default resulting from a change of ownership or control of Buyer, for which no notice and cure period is required) arising within any twelve (12) month period during the term of this Agreement. Accordingly, immediately upon the defaulting party's third (3<sup>rd</sup>) default within any twelve (12) month period, the non-defaulting party will be entitled (without notice and without any curative or grace period) to exercise their respective rights and remedies under this Agreement. It is further expressly acknowledged and agreed that Seller's rights and remedies upon Buyer's default under this Agreement shall include, without limitation, the right to terminate this Agreement and the OPA and upon such termination, Seller will be entitled to retain the Earnest Money Deposit as liquidated damages arising from such default.

9. OK District Court Proceedings. Seller and/or Servicer shall request and obtain as a prerequisite to the Closing Date and the Conveyance Date under the OPA and the execution and termination of this Agreement, the OK District Court's approval of this Agreement and the OPA and the obligations to be performed upon such dates. Further, it is expressly agreed that all actions with respect to this Agreement and the OPA shall be instituted in the Conservatorship Proceedings in the OK District Court and Oklahoma law shall apply without giving effect to the conflict of law principles thereof. By execution of this Agreement and the OPA, the parties irrevocably and unconditionally submit to the jurisdiction (both subject matter and personal) of such Conservatorship Proceedings with the OK District Court and irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in such OK District Court; (b) any claim that any action or proceeding brought in the OK District Court has been brought in an inconvenient forum; and (c) any objection or claim that the OK District Court lacks jurisdiction.

10. Miscellaneous. It is further agreed as follows:

10.1 Time. Time is the essence of each provision of this Agreement.

10.2 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement will be in writing and will be deemed to have been given when delivered personally, by telefacsimile or electronic mail (with a confirming copy sent within one [1] business day by any other means described in this paragraph), to the party designated to receive such notice, or on the date following the day sent by a nationally recognized overnight courier, or on the third (3<sup>rd</sup>) business day after the same is sent by certified mail, return receipt requested, postage and charges prepaid, directed to the following addresses

or to such other or additional addresses as any party might designate by written notice to each other party:

To the Seller Tom Moran, Conservator  
948 West Hefner Road  
Oklahoma City, OK 73114  
Telephone: (405) 753-9100  
Telefacsimile: (405) 753-9397  
Email: [tmoran@coxinet.net](mailto:tmoran@coxinet.net)

To the Servicer: HTM Conservator, L.L.C.  
c/o Tom Moran  
948 West Hefner Road  
Oklahoma City, OK 73114  
Telephone: (405) 753-9100  
Telefacsimile: (405) 753-9397  
Email: [tmoran@coxinet.net](mailto:tmoran@coxinet.net)

With Copy To: Phillips McFall McCaffrey McVay & Murrah, P.C.  
One Leadership Square, 12<sup>th</sup> Floor  
211 N. Robinson  
Oklahoma City, Oklahoma 73102  
Attention: Mel R. McVay  
Sally A. Hasenfratz  
Telephone: (405) 235-4100  
Telefacsimile: (405) 235-4133  
Email: [mrmcvay@phillipsmcfall.com](mailto:mrmcvay@phillipsmcfall.com)  
[sahasenfratz@phillipsmcfall.com](mailto:sahasenfratz@phillipsmcfall.com)

To the Buyer: Lorenzo Tonti Limited  
c/o Acheron Capital Limited  
The Court House  
Efrstadt Court  
Denmark Street,  
Wokingham, Merks, UK

With Copy To: Lynch, Brewer, Hoffman & Fink, LLP  
101 Federal Street  
Boston, Massachusetts 02110  
Attention: Edward (Ned) S. Brewer  
Steven L. Schreckinger  
Telephone: (617) 951-0800  
Telefacsimile: (617) 951-0811  
Email: [nbrewer@lynchbrewer.com](mailto:nbrewer@lynchbrewer.com)  
[sschreckinger@lynchbrewer.com](mailto:sschreckinger@lynchbrewer.com)

10.3 Survival. All representations and warranties of the parties contained in this Agreement will survive the closing of this transaction by two (2) years.

10.4 Entire Agreement. This instrument and the OPA constitute the entire agreements between the parties relating to the subject matter hereof and there are no agreements, understandings, warranties or representations between the parties except as set forth herein.

10.5 Binding Effect. This Agreement will inure to the benefit of and bind the respective successors and permitted assigns of the parties.

10.6 Attorneys' Fees. If any party institutes an action against any other party relating to the provisions of this Agreement or any default hereunder, the unsuccessful party to such action will reimburse the successful party for the reasonable attorneys' fees, disbursements and other litigation expenses incurred by the successful party.

10.7 Severability. If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible that is legal, valid and enforceable.

10.8 Headings. The headings used in this Agreement are for ease in reference only and are not intended to affect the interpretation of this Agreement in any way.

10.9 Counterpart Execution. This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This document will not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to each other party to this Agreement.

10.10 Assignment. Except as identified in Paragraph 8.1 hereof, the rights of the parties under this Agreement cannot be assigned in whole or in part without the prior written consent of each nonassigning party. Notwithstanding the preceding, it is expressly agreed that Servicer may retain an affiliate, Asset Servicing Group, LLC ("ASG") to perform some of the administrative services hereunder, provided that Servicer will not be released from its obligations hereunder and Servicer, will continue to hold the Policies hereunder until the Conveyance Date; provided further that Servicer may assign the Incentive Fees described in Schedule "3" to ASG.

10.11 Amendment. None of the provisions of this Agreement can be changed, waived, discharged or terminated, except by a document in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. Any amendment to this Agreement which does not reduce the amount to be received by the Seller or the Investors under this Agreement or the OPA may be made without the prior approval of the OK District Court.

10.12 Approvals. When approval by any party is required under this Agreement, such approval will not be unreasonably withheld, conditioned or delayed. Unless provision is made for a specific period of time, the period of time in which the right of approval will be exercised will be ten (10) days. If the party whose approval is requested neither approves nor disapproves a proposed action within the applicable period, the party will be deemed to have given approval. If a party disapproves any action proposed by any other party, such disapproval will not be effective unless the reason for such disapproval is stated in writing and provided to the party proposing the action.

10.13 No Waiver. No waiver of any action or default by any party will be implied from the failure or delay by the other party to take any action in respect of such action or default. No express waiver of any condition precedent or default will affect any other default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the performance of any provision of this Agreement will not be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any act or request by any party will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request. The partial exercise of any right or remedy under this Agreement will not preclude any other or further exercise thereof or the exercise of any other right or remedy. No course of dealing between the parties will be deemed to amend the terms of the Agreement or to preclude any party from exercising the rights and remedies herein contained notwithstanding such course of dealing. The rights and remedies provided in this Agreement are cumulative and no right or remedy will be exclusive of any other, or of any other right or remedy at law or in equity which any party might otherwise have by virtue of a default under this Agreement and the exercise of any right or remedy by any party will not impair such party's standing to exercise any other right or remedy.

10.14 No Partnership. Nothing contained in this Agreement and no action by the parties taken as a result of or incident to this Agreement will be deemed or construed by the parties or by any third person to create the relationship, or a joint venture, or any association between or among any of the parties.

10.15 Fiduciary Status of Conservator and Servicer. Notwithstanding anything herein or in the OPA the contrary, it is expressly acknowledged and agreed that Tom Moran as Conservator and as manager on behalf of Servicer is executing all documents related hereto in his fiduciary capacity only and neither he nor any of his personal assets or business interests will have any liability hereunder or in connection with the transactions contemplated hereby, unless the OK District Court shall have determined that such Conservator or Servicer, as applicable has committed intentional fraud against the Buyer.

10.16 Limitation of Servicer Liability. Notwithstanding anything in this Agreement or the OPA to the contrary, it is specifically recognized and agreed that Servicer's liabilities shall be limited as follows: (a) Servicer shall not be liable for any error of judgment made in good faith by a responsible party unless it shall be determined that Servicer has committed intentional fraud or has acted in gross negligence or with willful misconduct; (b) Servicer will not be responsible for any amount of expected or anticipated death benefits or other maturity proceeds under any Policy in the event that an issuing life insurance company denies such benefit or claim for any

reason whatsoever; (c) Servicer shall not be responsible or liable for the validity, perfection, priority, continuation or value of any death benefit or maturity proceeds, of any Policy, or any security interest or the value or collectibility of the same.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LORENZO TONTI LIMITED

By:

Name:

PAUL J. M.

Title:

INVESTMENT ADVISOR

(the "Buyer")

TOM MORAN of OKLAHOMA CITY,  
OKLAHOMA, as CONSERVATOR for  
ACCELERATED BENEFITS CORPORATION,  
a Florida corporation

Tom Moran, Conservator

(the "Seller")

HTM CONSERVATOR, LLC, an Oklahoma  
limited liability company

By:

Name:

Tom Moran

Title:

Member

(the "Servicer")

List of Schedules:

- Schedule 1 - 2006 Premium Budget
- Schedule 2 - Initial Invoice (January through May, 2006)
- Schedule 3 - Buyer's Servicer Fees

00176849.DOC

## SCHEDULE "3"

### Buyer's Servicer Fees

With respect to the period commencing on January 1, 2006 and continuing thereafter throughout the Term of this Agreement, the Buyer's Servicer Fees under Paragraph 6.1 of the Agreement shall equal the "Monthly Base Fee"; plus the "Incentive Fee", as hereafter set forth.

1. Monthly Base Fee. The "Monthly Base Fee" with respect to each month during the Term of this Agreement commencing from and after January 1, 2006 will equal the product of (a) the number of Policies which remain in force and in which the Servicer has not received maturity proceeds with respect thereto; times (b) the "Base Rate" (as hereafter defined).

For the purpose of computing the Monthly Base Fee, the number of Policies shall initially be determined as of January 1, 2006 (it is agreed that there are 1,172 Policies as of January 1, 2006) and thereafter, the number of Policies shall be adjusted semi-annually as of the first day of each succeeding six (6) months period (each such July 1 and January 1, an "Adjustment Date"). The number of Policies deemed to be in effect on each Adjustment Date will be the number of Policies held by the Servicer for which maturity proceeds have not been received as of the 1<sup>st</sup> day of the month preceding each such Adjustment Date.

For the purposes of computing the Monthly Base Fee, the Base Rate for the period commencing January 1, 2006 and continuing thereafter through June 30, 2006 will equal the sum of Thirty-Two Dollars and 88/100 (\$32.88) and such Base Rate will be the "Initial Rate" hereunder. The Base Rate will thereafter be adjusted annually effective on each January 1 throughout the Term of this Agreement and such adjustment will be determined with reference to the Consumer Price Index, United States, All Urban Consumers, All Items (1967-100) ("CPI"), as published by the United States Department of Labor, Bureau of Labor Statistics (the "Index"). In determining each annual January 1 CPI adjustment, the "Beginning Index" shall be the Index published as of January, 2006 and the "Adjustment Index" shall be the Index published as of January, for each succeeding year during the Term of the Agreement. The Base Rate for each twelve (12) month period commencing with each January 1 Adjustment Date will equal the product of (i) the Initial Rate; times (ii) a fraction, the numerator of which is the Adjustment Index for the next preceding January and the denominator of which is the Beginning Index. In no case, however, should the Base Rate determined with respect to any Adjustment Date be less than the Base Rate determined with respect to any prior Adjustment Date. If the Index is hereafter revised or discontinued, the Servicer will select a similar index to be used thereafter. The Monthly Base Fee described herein will be paid by Buyer with respect to the period described hereinabove, monthly in advance as part of Buyer's Monthly Payment in accordance with the Monthly Invoices.

2. Incentive Fee. With respect to the period commencing on January 1, 2006 and continuing thereafter throughout the Term of this Agreement, the Incentive Fee will include the "Annual Incentive Fee" and the "Termination Fee", determined as follows:

2.1 Annual Incentive Fees. The "Annual Incentive Fee" with respect to each calendar year (or partial calendar year) during the Term of this Agreement will equal the product of (a) the Buyer's "Net Profits" (as hereafter defined) with respect to the preceding calendar year (or partial calendar year); times (b) the "Applicable Percent" (as hereafter defined). The Annual Incentive Fee described herein will be paid by Buyer with respect to the preceding calendar year (or partial calendar year) described hereinabove, in arrears, in accordance with an annual statement provided by Servicer to Buyer.

For purposes of computing the Annual Incentive Fee, the Buyer's "Net Profits" will equal, with respect to each preceding calendar year or partial calendar year, the portion of the maturity proceeds actually received by the Buyer, less the premiums, aggregate Monthly Base Fees and Extraordinary Expenses paid by Buyer with respect to such period.

For purposes of computing the Annual Incentive Fee, the Applicable Percent, will be as follows with respect to the corresponding portion of the Term of this Agreement.

<u>Term</u>	<u>5/1/05-12/31/06</u>	<u>1/1/07-12/31/08</u>	<u>1/1/09- Conveyance Date</u>
Applicable Percent	6%	7%	8%

2.2 Termination Fee. The "Termination Fee" will equal the product of (a) eight percent (8%); times (b) all rights, payments and proceeds with respect to all unmatured Policies received by Buyer on the Conveyance Date. The Termination Fee with respect to the unmatured Policies received by the Buyer on the Conveyance Date will be satisfied by the designation of the Servicer, or the Servicer's designated assignee, as an irrevocable beneficiary entitled to eight percent (8%) of all payments and proceeds received with respect to each of the unmatured Policies transferred to the Buyer on the Conveyance Date. In the event Buyer sells or otherwise transfers the Policies or the Buyer's interest herein (whether directly or indirectly), the Termination Fee will nevertheless be retained by Servicer with respect to the Policies or the proceeds thereof.

Notwithstanding anything in this Schedule "3" or the Agreement to the contrary, all Buyer's Servicer Fees will be paid by the Buyer, it being expressly agreed that the Incentive Fees payable hereunder will be paid from and/or charged to the portion of the payments and proceeds payable to Buyer under the Agreement and the OPA. In no event will any of the Buyer's Servicer Fees, including the Incentive Fees, be payable from or reduce the amount received by Seller or the Investors under the OPA or this Agreement. The Servicer's determination of Buyer's Service Fees hereunder will be binding and conclusive, absent manifest error.

# McAfee & Taft

A PROFESSIONAL CORPORATION

10TH FLOOR • TWO LEADERSHIP SQUARE  
211 NORTH ROBINSON • OKLAHOMA CITY, OK 73102-7103  
(405) 235-9621 • FAX (405) 235-0439  
www.mcafeetaft.com

PATRICK L. STEIN  
ATTORNEY AT LAW

WRITER DIRECT  
(405) 552-2238  
FAX (405) 228-7438  
patrick.stein@mcafeetaft.com

October 23, 2014

Via First-Class Mail

Shannon K. Emmons  
PHILLIPS MURRAH P.C.  
Corporate Tower, Thirteenth Floor  
101 North Robinson  
Oklahoma City, OK 73102  
skemmons@phillipsmurrah.com

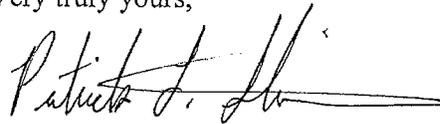
Re: *Acheron Portfolio Trust v. H. Thomas Moran II et al.*, Case No. CJ-99-2500-66 in the District Court of Oklahoma County

Dear Shannon:

Enclosed is a small, supplemental production of documents by Acheron. I thought we had produced the press release (ACHERON 00776-77) and Life Settlements article (ACHERON 00778-79) previously, but we apparently did not. I apologize for this oversight. The final document is a death certificate we recently discovered for a (ACHERON 00780), who passed away in New Jersey on February 19, 2004. Based on the decedent's name and date of birth, we believe this may be Insured 6340V. Please have ASG cross-reference the social security number from the death certificate with that of Insured 6340V to determine whether they are one and the same person.

Additionally, you should be receiving Acheron's Second Set of Discovery Requests contemporaneously with this letter. Feel free to give me a call should you have any questions about those requests or anything discussed in this letter.

Very truly yours,



Patrick L. Stein

Enclosures

---

**From:** Hermes, John N.  
**Sent:** Friday, October 31, 2014 4:36 PM  
**To:** Shannon K. Emmons (skemmons@phillipsmurrah.com)  
**Cc:** Stein, Patrick  
**Subject:** RE: HTM Mortality Notification

Shannon, Jean-Michel forwarded the e-mail from Kari Henderson to me. As you know, this policy was only discovered 10 years after the insured's death because of information Jean-Michel found and which we provided to you and not because of anything ASG did. It was not because of "Notification due to communication with third-party contact."

---

**From:** Kari Henderson [khenderson@asgllc.us]  
**Sent:** Wednesday, October 29, 2014 3:55 PM  
**To:** Tom Moran; Jean-Michel Paul; Carlo Toller; Min Shen  
**Cc:** Sheri Townsend; Michelle Nashert; Marietta Turner; Lisa Harrell; Amy Arnold; Christie Reid  
**Subject:** HTM Mortality Notification

**Insured 6340V passed away on February 19, 2004**

Carrier: CIGNA Health and Life Insurance Company  
Policy #: 654001057  
Face Amount: \$81,000.00  
Net Death Benefit: \$81,000.00  
Beneficiary: HTM Conservator

Return of Premium: \$15,150.96  
Interest: 5%

Note: Notification due to communication with third-party contact.

Thanks,



Kari Henderson  
521 W. Wilshire Blvd., Suite 200  
Oklahoma City, OK 73116  
Office - 405-753-9100 x110  
[khenderson@asgllc.us](mailto:khenderson@asgllc.us)  
[www.theasg.net](http://www.theasg.net)

**Relax. We've Got It™**

Privileged/Confidential Information may be contained in this message. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or deliver this message to anyone. In such case, you should destroy this message and kindly notify the sender by reply email. Please advise immediately if you or your employer does not consent to email or messages of this kind. Opinions, conclusions and other information in this message that do not relate to the official business of Asset Servicing Group, LLC shall be understood as neither given nor endorsed by it.



Personal & Confidential Insured Update

FBO HTM Conservator, LLC -- P.O. Box 16397 -- Oklahoma City -- OK -73113

September 1, 2014

Dear:

The life insurance policy you previously sold is being serviced by Asset Servicing Group, LLC. Please complete this form by confirming that your information has not changed or by providing updated information where necessary

Current Information:

[Redacted address information]

This is my current address.
 I have moved, my current address is:
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

Phone Number:

[Redacted phone number]

This is my current telephone number.
 My new telephone number is:
\_\_\_\_\_

Email Address

[Redacted email address]

This is my current email address.
 My new email address:
\_\_\_\_\_

Most Current Physician Information:

[Redacted physician information]

This is still my current physician.
 New physician information:
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

Other Physician Information:

[Redacted physician information]

This is still my current physician.
 New physician information:
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

RECEIVED
SEP 18 2014
BY THG/ASG

Scanned
SEP 18 2014



Personal & Confidential Insured Update

[Redacted contact information]

This individual may still be contacted.  
 New Contact:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2<sup>nd</sup> Contact:

[Redacted contact information]

This individual may still be contacted.  
 New Contact:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Personal Contacts:

[Redacted contact information]

This individual may still be contacted.  
 New Contact:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3<sup>rd</sup> Contact:

Signature \_\_\_\_\_

Date 9/15/14

If you have any questions, please do not hesitate to contact Kari at (405) 753-9100, ext. 110 or lifetrack@asgllc.us. Please return the completed form in the addressed envelope enclosed.

*Declaration of Confidentiality: This information is for the sole purpose and use of Asset Servicing Group, LLC and its clients. When data is provided to us, we use it exclusively for the purposes for which it was intended. This information will not be transmitted, distributed or disclosed in any way other than proposed. We recognize that the information provided by you is highly personal and private in nature and we will take all reasonable measures to ensure its privacy.*



asset servicing group  
521 W. Wilshire Blvd. Ste. 150  
Oklahoma City, OK 73116  
www.theasg.net

## NEWS RELEASE

July 20, 2012  
FOR IMMEDIATE RELEASE

### Changes to the Death Master File and Its Affect on Maturity Tracking

Oklahoma City, OK -- The recent changes to the Social Security Death Master File ("DMF") have caused reason for concern as well as speculation regarding the effect that such changes will have on maturity tracking within the life settlement industry. The scale back of death records that would be reported to the DMF, along with the removal of 4.2 million records, took effect on November 1, 2011. Asset Servicing Group, LLC, ("ASG"), policy management and insured tracking specialist, analyzed its historical demise tracking data to determine how these changes have affected their insured tracking results.

The analysis included deaths that occurred over a two year period from June 2010 through June 2012. From June 2010 through October 31, 2011 (prior to DMF changes), nearly all demises were listed in the DMF database (and to varying degrees other sources). However, from November 1, 2011 through June 2012, only 80% of demises found were listed in the DMF database, while the other 20% were found through various other means.

"After a brief analysis of ASG death claim data, not surprisingly, there is a noticeable difference in our insured tracking results." Tom Moran, Chief Executive Officer of ASG, said. "We never relied fully on the DMF, therefore, although we are concerned with how the DMF changes affect insured tracking results, we are confident that our other sources and tracking methods have now proven to be even more useful." In addition to direct contact with insureds, ASG has relied on multiple sources for electronic tracking of insureds to determine if and when demise has occurred.

In addition to a decrease in the number of deaths being found on the DMF, the average number of days from death until ASG learned of each death was also affected. In an analysis of the same data, it was discovered that prior to the DMF changes, it took an average of 14 days to learn of a death as opposed to 21 days following the DMF change.

According to Sheri Townsend, Chief Operating Officer of ASG, many service providers have been asked how the DMF reporting changes have affected tracking. "It is a difficult thing to measure because the number of deaths discovered each month varies greatly and there is no guarantee that a service provider has even learned of every death" COO Townsend said.



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[www.theasg.net](http://www.theasg.net)

“Therefore, without more time and a completely accurate controlled tracking source to compare it to, it is nearly impossible to determine how many deaths are not being found.” She went on to say, “For example, in the first six months of 2012, ASG reported 56% more deaths than in the same period in 2011, so solely on its face, one would likely assume that the DMF changes have not affected our tracking – when that is clearly not the case.”

Ultimately, seven months of data (post DMF changes) is not sufficient to make a meaningful statement on how such changes will affect insured tracking within the industry. However, it does confirm the industry’s concerns that the DMF changes have and will continue to affect insured tracking – especially for those policy owners that rely solely on the DMF.

ASG, a privately held company, has provided superior policy management and oversight services within the Life Settlement industry since 2002. ASG currently manages over 6,000 policies and has processed more than 1,000 death claims.

*FOR MORE INFORMATION: contact Sheri Townsend, COO, Asset Servicing Group at (405) 753 9100 or [stownsend@theasg.net](mailto:stownsend@theasg.net).*

###

---

**From:** Emmons, Shannon K. <skemmons@phillipsmurrah.com>  
**Sent:** Monday, January 12, 2015 2:49 PM  
**To:** Hermes, John N.; Stein, Patrick  
**Subject:** RE: Acheron v. ASG  
**Attachments:** Exhibit 1 to Interrogatory No. 14 (00894180x7A25A).pdf

Gentlemen,

Following up on my email below, I have attached the Exhibit 1 referenced in ASG's response to Interrogatory No. 14. This lists each of the active policies with a DPW.

Also, regarding ASG's response to Interrogatory No. 25, you had asked whether there is an electronic record showing how each maturity since 2006 was discovered and whether the paper file would contain this information. I have confirmed that there is no electronic record of how each maturity since 2006 was discovered. Regarding the latter question, the paper file might or might not contain this information. Again, this would require ASG to pull and review over 200 policy files to determine whether the files contained this information.

I would like to suggest a compromise regarding supplementation of ASG's response to Interrogatory No. 25. Interrogatory No. 25 requests ASG to, "[f]or each Policy you have identified as having matured since 2006, describe how you learned of the Insured's death." If Acheron will limit the Interrogatory to the 13 policies that Acheron claims were not timely identified by ASG – those listed on the first page of the spreadsheet Patrick provided to us on December 24<sup>th</sup> – ASG will agree to supplement its response to Interrogatory No. 25 to state how ASG learned of each of these Insured's deaths.

Please let me know if this is agreeable with you and, if so, we will supplement ASG's response to Interrogatory No. 25 accordingly.

Shannon

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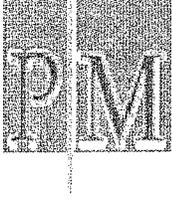
**From:** Emmons, Shannon K.  
**Sent:** Tuesday, December 23, 2014 4:09 PM  
**To:** Hermes, John; patrick.stein@mcafeetaft.com  
**Subject:** Acheron v. ASG

John and Patrick,

I did not take into account the fact that individuals might be out of the office this week for the holidays. I am working on the items we discussed and here is what I have thus far:

1. Interrogatory No. 28. There is no electronic record, other than notes that might appear in the contact log previously produced. The Servicing Agreement does not require ASG to obtain medical records, although ASG would obtain them if requested by Acheron.
2. Request for Production 11: Some of the correspondence would have been scanned. I am checking to see how it was stored.
3. The insurance carrier for Viator 5437V is Unum Life Insurance Company of America.

4. Request for Production 12: There have been 223 maturities.



Shannon K. Emmons  
Director

---

Phillips Murrah P.C. | Corporate Tower | Thirteenth Floor  
101 N. Robinson | Oklahoma City, OK 73102  
(405) 552-2496 | Fax: (405) 235-4133  
[smhatcher@phillipsmurrah.com](mailto:smhatcher@phillipsmurrah.com)

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Shannon K. Emmons  
Director  
Direct 405.606.4719  
skemmons@phillipsmurrah.com

January 12, 2015

VIA ELECTRONIC MAIL

John Hermes  
Patrick Stein  
McAfee & Taft  
10<sup>th</sup> Floor, Two Leadership Square  
211 N. Robinson  
Oklahoma City, OK 73102-7103

Re: *Okla. Dept. of Securities v. Accelerated Benefits Corp./Acheron v. Asset Servicing Group, et al.*

Dear Gentlemen:

We are in the process of uploading and redacting the following viator files requested by your client: 7481V - ; 0324V - 9812V - 6095V - 1594V - ; 0386V - ; 0580V - 0470V - 0380V - ; 0654V - 0312V - 6340V - ; and 5085V - . Acheron requested these files based on its allegation that ASG did not timely identify these insureds' deaths. ASG disagrees with this characterization. Thus, ASG's voluntary production of these files should not be construed as any type of agreement or admission on the part of ASG that these insureds' deaths were not timely identified or that these files are relevant.

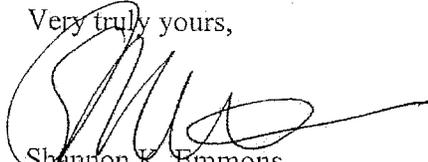
Acheron has also requested 128 additional files for insureds whom Acheron claims ASG has not had contact with since 2008. However, the contact log produced by ASG on August 1, 2014 (Bates Nos. ABC 002543 - ABC 002924) shows that ASG has been in contact with the vast majority of these insureds or has otherwise verified that the insureds are not deceased. As we have discussed, it takes a considerable amount of time to redact the personal information of these insureds from the policy files. ASG is not willing to voluntarily incur the substantial expense of redacting over 100 files that have no relevance to Acheron's claims. Of the those insureds whom ASG has not been able to contact, or verify that they are living, ASG's efforts to do so are detailed in the contact log previously produced to Acheron in August 2014.

The Power of a Strategic Partner.®

John Hermes  
Patrick Stein  
January 12, 2015  
Page 2

If you would like to discuss further, please let us know.

Very truly yours,



Shannon K. Emmons  
For the Firm

SKE/dkg

cc: Melvin R. McVay

00894154

P|M

# McAfee & Taft

A PROFESSIONAL CORPORATION

10TH FLOOR • TWO LEADERSHIP SQUARE  
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WRITER DIRECT  
(405) 552-2238  
FAX (405) 228-7438  
[patrick.stein@mcafeetaft.com](mailto:patrick.stein@mcafeetaft.com)

January 30, 2015

**Via Email and First-Class Mail**

Shannon K. Emmons  
PHILLIPS MURRAH P.C.  
Corporate Tower, Thirteenth Floor  
101 North Robinson  
Oklahoma City, OK 73102  
[skemmons@phillipsmurrah.com](mailto:skemmons@phillipsmurrah.com)

Re: *Acheron Portfolio Trust v. H. Thomas Moran II et al.*, Case No. CJ-99-2500-66 in the District Court of Oklahoma County; Outstanding Discovery Issues

Dear Shannon:

This letter responds to your letter and email both dated January 12, 2015, and discusses other discovery issues. Please note that some of the discovery requests addressed in this letter have not been specifically discussed previously, but they are addressed now in an effort to wrap-up our document discovery and identify issues that may require the Court's involvement. For your convenience, I have noted in parenthesis those issues which were not discussed specifically in our previous communications.

**Interrogatory Verifications (new)**. After reviewing our files, we do not have a verification for ASG's answers to either our first or second sets of interrogatories. We do have an email from you on January 6, 2014 stating that a verification of ASG's first set of interrogatories would be sent out in the mail that day, but for whatever reason we cannot find that verification in our files. Please provide verifications for both sets of interrogatories at your earliest convenience.

**Interrogatory No. 7 (new)**. This request seeks the identification of the third-party databases ASG used or uses to track the insureds. ASG has refused to identify any database other than the "Death Master File" because it contends the identification of those databases is ASG's trade secret. This information is relevant to accessing whether ASG's tracking procedures are reasonable and comport with industry standard.

Your "trade secret" objection is not well taken. We have an agreed protective order in place that limits the dissemination of "Confidential" information produced during discovery, and you could designate ASG's answer to this interrogatory as Confidential and subject to that order.

Acheron is not ASG's competitor and so there would not be any irreparable harm to ASG if this information is disclosed to Acheron. If you are concerned that some proprietary information may be disclosed to Litai since Litai has consulted with Acheron in connection with this litigation, we will agree to not disclose ASG's legitimately confidential business information to Litai, and we will likewise agree to an amended protective order to that effect if you think it necessary and the Court agrees to enter one. Accordingly, your "trade secret" objection should not be an impediment to producing any requested information in this case.

**Exhibit 1 to ASG's Answer to Interrogatory No. 14 (newish).** Interrogatory No. 14 asked ASG to "[i]dentify each Policy for which ASG has sought to continue or renew a disability waiver, [] describe the steps ASG took to renew such waiver, and [identify] the date(s) on which ASG took such steps." On January 12, 2015, you emailed John Hermes and me a document purporting to be this Exhibit 1. As you said in your email, the document you sent us "lists each of the active policies with a DPW [disability premium waiver]." That document is not responsive to Interrogatory No. 14. First, the document only identifies active policies with a DPW, it does not identify any policies that have had an active DPW since Acheron acquired the ABC Portfolio and may have since lapsed. Second and more importantly, the list you provided does not identify the steps ASG took to renew any DPW, nor the dates upon which such steps were taken. This information is necessary for Acheron to evaluate whether ASG has used "reasonable efforts . . . to continue or renew waivers of premium payments for Policies in which the premiums are currently paid as a result of a disability rider." (Service and Escrow Agreement, ¶ 2.2). Please supplement ASG's answer to Interrogatory No. 14 at your earliest convenience.

**Interrogatory No. 15 (new).** This interrogatory seeks the identity of each policy for which ASG has sought to apply for a DPW. ASG refused to answer based on the contention that this information is irrelevant because the Service and Escrow Agreement "requires only that ASG continue or renew waivers for Policies for which premiums were paid as of the effective date of the Servicing Agreement as a result of a disability rider." Your position is incorrect. Paragraph 2.2 (b) of that agreement requires ASG to use "reasonable effort" to "apply for and seek the waiver of premiums for any Policy in which the Servicer has actual knowledge that the Insured thereof has hereafter become disabled."

Please have ASG supplement its answer accordingly. If ASG did not seek to apply for any DPW for any of the subject policies, please state as much. *Cf.* ASG's Answer to Interrogatory No. 16 (stating that "ASG has not contacted the Insureds' physicians").

**Exhibit 2 to ASG's Answer to Interrogatory No. 16 (new).** Interrogatory No. 16 asked ASG to identify the dates on which ASG made contact with each insured and each insured's physician, if any. ASG's answer referred Acheron to an Exhibit 2. You have produced two reports which purportedly reflect ASG's efforts to contact and track the insureds from 2008 until approximately March 2014 (ABC 0001-0484<sup>1</sup> & ABC 2543-2924). However, our files do not contain a document specifically identified as Exhibit 2 to ASG's Answer to Interrogatory No. 16.

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<sup>1</sup> This document is marked as Exhibit 16.1 in the top left corner of each page and may have been intended to be this Exhibit 2.

Please advise whether there is separate Exhibit 2 and, if so, provide me with a copy at your earliest convenience.

**Interrogatory No. 24.** This interrogatory seeks the full social security number and last-known address for each insured. ASG has objected to producing this information because it contends such information is irrelevant and ASG is prohibited from disclosing it by law.

Your relevance objection is misplaced. A major issue in this suit is whether ASG has used reasonable efforts to track and maintain contact with the insureds. Our analysis of the contact reports ASG produced reveals that ASG has lost contact with a significant percentage of the insureds in the ABC Portfolio. The social security numbers and last-known addresses of the insureds will allow us to double-check ASG's apparent position that the insureds it has lost cannot be found with reasonable efforts. It may also shed light on whether there are additional policy maturities that ASG has not yet reported. Thus, this information is reasonably calculated to lead to the discovery of admissible evidence.

With respect to your contention that ASG is prohibited by law from disclosing this information to Acheron, we disagree. The Oklahoma Viatical Settlements Act of 2008, and presumably the similar laws from other states, prohibits ASG from disclosing the insureds' personal information "[e]xcept as otherwise allowed or required by law." 36 Okla. Stat. § 4055.9; *accord* N.Y. Ins. Law § 7313(k). Here, Acheron has acquired an ownership interest in the ABC Portfolio by virtue of its payments toward the Purchase Price under the Option Purchase Agreement. As a result, it has a legal or equitable right to the insureds' information, which is Acheron's investment.

We take issue with ASG's position that the OPA was set up so that Acheron would not obtain the right to the insureds' personal information until the full Purchase Price was paid in full. While the contract contemplates that possession of the policy files themselves would not be transferred until the Conveyance Date (Option Purchase Agreement, ¶ 6.6), the OPA specifically listed the insureds first and last names (Option Purchase Agreement, Exhibit A)—which you now redact unnecessarily. It should also be noted that your production of documents in this case has disclosed (apparently inadvertently) some of the insureds' or their contacts' phone numbers or other contact information (E.g., ABC 0158 (listing address and phone number)). Furthermore, if your interpretation of the contract is correct, Acheron is completely dependent upon ASG/Tom Moran for the performance of Acheron's investment without any transparency or means of oversight under circumstances where ASG/Tom Moran have a financial incentive to act contrary to Acheron's interest. Thus, your interpretation of the contract presents an absurd result. Because Acheron has a legal or equitable right to the policy information, disclosure to it should be "otherwise allowed . . . by law."

Even if Acheron does not have a legal or equitable right to information about its own investment under the OPA, disclosure of the requested information within the context of this lawsuit is "otherwise allowed or required by law." The Oklahoma Discovery Code requires ASG to produce information pursuant to a discovery request that is relevant and not privileged. 12 Okla. Stat. § 3226(B)(1). The insureds' personal information is relevant and the viatical settlement act is not a "privilege." Therefore, ASG should produce this information. If you

believe an amended protective order is needed to limit further dissemination of the information, we will agree to any reasonable provisions you propose.

**Identification of Policy Maturities.** Interrogatory No. 25 asks ASG to describe how it learned of each policy maturity since 2006. Request for Production No. 12 seeks production of all documents that evince or relate to the death of any insured since 2006. ASG has refused to answer these discovery requests based on objections of relevance, undue burden, and proprietary information. These objections are meritless.

Contrary to the statement contained in your objections to this interrogatory, Acheron does not merely allege that ASG failed to timely identify the deaths of only two insureds. Acheron's discovery that it took ASG over nine years to identify those maturities is what started Acheron's inquiry and eventually lead to this lawsuit, but it is hardly the extent of our allegations in this case. It has also come to light that it took ASG over one year to identify the deaths of an additional seven insureds. Based upon this and other information, Acheron suspects the process ASG uses to identify policy maturities falls below industry standard and thus violates the "reasonable efforts" required by the Service and Escrow Agreement. These discovery requests are intended to obtain information showing what ASG's process for identifying policy maturities is so that process can be evaluated.

Additionally, your contention that producing this information would "place ASG at a business disadvantage with ASG's competitors" is not a ground for withholding the requested information in this case. As explained above, there is a protective order in place and we will agree to not share this information with Litai.

In your January 12, 2015 email, you offered to compromise our differences with respect to Interrogatory No. 25 by stating how ASG learned of the death of the insureds for the 13 policies that took ASG more than 1 year to identify as having matured (that we currently know about). While we agree the proffered information is responsive to our request, it is not sufficient by itself. We need to know how ASG identified all policy maturities in the ABC Portfolio so we can evaluate whether its process comports with industry standard and was otherwise "reasonable."

In our telephone discussion on December 19, 2014, I asked whether ASG had an electronic record showing how these maturities were discovered. In your email of January 12, 2015, you stated that you had "confirmed there is no electronic record of how each maturity since 2006 was discovered." For the sake of clarity, please confirm there is no electronic record of this information at all, regardless of whether any such record goes back all the way to 2006. Similarly, please confirm there are no letters, memos, or other documents scanned into ASG's database or computer system that would evidence an insured's death. If there are any such electronic documents, we trust it would not be unduly burdensome for ASG to produce them.

Even if the only responsive documents or records are contained in hard-copy, physical files, we do not believe it would be unduly burdensome for ASG to produce those approximately 220 files or make them available for our review. As discussed above, we do not believe it is

necessary for you to redact the insureds' personal information, which appears to be the principal impediment to your producing the complete files.

**Interrogatory No. 28.** This interrogatory asks ASG to identify every date upon which it has sought to obtain medical records for each insured since 2006. ASG objected to answering this information on grounds of undue burden and relevance. In your email of December 23, 2014, you advised that ASG does not have an electronic record of this information other than notes that might appear in the contact log previously produced. You also stated, both in your letter and in the objections to interrogatories, that ASG was not required to obtain medical records but would do so and had previously done so when Acheron specifically requested as much.

Will ASG stipulate that it does not ordinarily obtain the insureds' medical records unless specifically requested to do so by Acheron? If not, ASG should have to produce documents that support its position to the contrary. This information is relevant to whether ASG used reasonable efforts to continue or apply for DPWs as required by paragraph 2.2 of the Service and Escrow Agreement.

**Request for Production No. 11.** This request seeks production of all correspondence between ASG and the insurance carrier of any policy since 2008 related to the disability status of any Insured. ASG refused to answer on the basis that it would have to manually review all 1,117 active policy files in order to locate responsive documents and that would be unduly burdensome. In your email of December 23, 2014, you advised that some of the correspondence would have been scanned into ASG's electronic records and you were checking to see how it is stored. We have not heard back from you about the status of this request.

Our understanding is that in 2008 ASG began scanning documents into its computer system as a matter of course, which is why we limited this request to that time period. Please advise as to whether ASG did in fact scan this correspondence in and whether it will be produced. This information is relevant to whether ASG used reasonable efforts to renew or apply for DPWs as required by paragraph 2.2 of the Service and Escrow Agreement. It should be noted that ASG has previously produced some documents that are responsive to this request (ABC 0901-0992).<sup>2</sup> This request was intended to ensure that all such documents are produced for the relevant time period.

In an effort to compromise our differences regarding this request, Acheron is willing to limit the request to cover only those policies which currently have or at any time since 2006 have had a DPW in effect. That should substantially limit the universe of individual policy files that need to be reviewed to those most likely to contain responsive documents.

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<sup>2</sup> Although the referenced documents were produced prior to the date Acheron served its second set of discovery, the inclusion of these apparently select documents in ASG's prior production is part of the reason for Acheron's subsequent RFP No. 11.

**Viator Files.** As part of an agreement to compromise our request for production of the mailers returned by the insureds, ASG has agreed to produce the full, albeit redacted viator files for certain categories of insured: (i) the insureds whose death Acheron contends ASG failed to identify within 1 year, and (ii) the insureds Acheron contends ASG has failed to contact since 2008. You have agreed to produce the complete files for the 13 policies identified by my December 24, 2014 email as falling within the former category, but we have reached an impasse as to the 128 policies identified by us as falling within the latter.

In your letter of January 12, 2015, you state the contact log previously produced as ABC 2543 – 2924 “shows that ASG has been in contact with the vast majority of these insureds or has otherwise verified that the insureds are not deceased.” Based upon Acheron’s analysis of that report, your assertion is incorrect.<sup>3</sup> It appears that ASG is considering a contact to be “successful” if ASG merely reaches a voice mail recording that states the insured’s name or finds a private Facebook page, even if ASG’s employees acknowledge they cannot determine the last time the insured posted. (E.g., Insureds 0308V & 6795V). We do not consider that to be a “successful” contact since ASG did not receive any information from the insured or his or her designated third-party contacts.

Other entries in the contact log, though possibly suggesting the subject insured is alive, likewise demonstrate why we need the complete files for these insureds. Consider Insured 7529V, for example. According to the contact logs produced (ABC 0302 & ABC 2840-2841), this insured has not responded to any of ASG’s attempted contacts since 2011. Multiple mailers were returned undeliverable and ASG apparently has no working telephone numbers for this insured. Moreover, it appears that ASG did not even attempt to contact this insured from 2008 until February 24, 2011. Nonetheless, according to an “SIS” report from “Bruce,” this insured is alive. (ABC 2841). But Acheron is left with only ASG’s word that is true. Under the circumstances, ASG’s word is cold comfort to Acheron.

According to Acheron’s analysis of ASG’s previously produced contact reports, the 128 policies identified by my December 24, 2014 email are insureds ASG has not spoken with or received a completed mailer from since 2008. Thus, these policies are the most likely to have matured. Please produce the full policy files for these policies so we can determine whether ASG has obtained adequate proof of life for these insureds, and perhaps discover if any have passed away or are potentially eligible for a DPW.

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<sup>3</sup> Acheron’s analysis of ASG’s contact logs is an ongoing undertaking and is being revised and supplemented as additional information is produced or otherwise discovered. At this time, such analysis is protected by the work-product doctrine.

Additionally, your comments have prompted us to thoroughly re-check the list of 128 insureds we provided you previously. We will provide an updated list once that review is complete. Based upon a preliminary review, however, we do not anticipate the list will change substantially. According, there is no need to wait for our revised list before advising whether you will agree to produce complete files for the policies on that list.

Please advise within 14 days from the date of this letter whether you will provide the requested information.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Patrick L. Stein", with a long horizontal flourish extending to the right.

Patrick L. Stein

---

**From:** Emmons, Shannon K. <skemmons@phillipsmurrah.com>  
**Sent:** Tuesday, March 10, 2015 1:09 PM  
**To:** Stein, Patrick  
**Subject:** RE: ASG/Acheron

Patrick

I flagged this and, in going through my emails today, realized I hadn't responded. Yes, I am preparing supplemental response to Interrogatory No. 14. I am checking on the information to supplement the response to Interrogatory No. 25.

On Request for Production No. 11, I am checking to determine what has been scanned electronically. I don't recall us discussing Request 12. Can you give me a call on this one?

Shannon

-----Original Message-----

**From:** Stein, Patrick [mailto:patrick.stein@mcafeetaft.com]  
**Sent:** Friday, February 27, 2015 12:36 PM  
**To:** Emmons, Shannon K.  
**Cc:** Hermes, John  
**Subject:** RE: ASG/Acheron

Shannon,

Will ASG be supplementing its responses to Interrogatory Nos. 14 & 25, and Request for Production Nos. 11 & 12 ? Please advise today, if possible.

Also, please let us know when we can expect ASG's supplementation to Interrogatory Nos. 15 & 28, which you agreed to provide during our telephone conversation on Monday.

Further, my understanding regarding Interrogatory No. 7 is that you will supplement ASG's answer to this interrogatory if we agree on a revised protective order. Please confirm you are working on the proposed protective order and/or list of competitors to be included in such protective order and advise as to when we can expect the same.

Finally, please confirm that ABC 00001-0484 is in fact Exhibit 2 to ASG's answer to Interrogatory No. 12.

Thank you.

Patrick L. Stein  
ATTORNEY  
(405) 552-2238 direct | (405) 228-7438 fax mailto:patrick.stein@mcafeetaft.com

McAfee & Taft A Professional Corporation 10th Floor | Two Leadership Square | 211 N. Robinson | Oklahoma City, OK 73102 www.mcafeetaft.com

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-----Original Message-----

From: Emmons, Shannon K. [mailto:skemmons@phillipsmurrah.com]

Sent: Wednesday, February 25, 2015 2:41 PM

To: Stein, Patrick

Subject: ASG/Acheron

Patrick

I have attached the executed Verification for ASG's Responses to Second Set of Discovery Requests.

Shannon

**Stein, Patrick**

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**From:** Emmons, Shannon K. <skemmons@phillipsmurrah.com>  
**Sent:** Tuesday, March 17, 2015 1:15 PM  
**To:** Stein, Patrick  
**Subject:** Acheron v. ASG  
**Attachments:** ORDER - Draft Amended Agreed Protective Order (00910068x7A25A).DOCX

Patrick

I took the original protective order and made the amendments shown in redline.

Shannon

**Index of States that Regulate Disclosure of Insureds' Personal Information**

	<u><b>State</b></u>	<u><b>Statute</b></u>
1.	Alaska	ALASKA STAT § 21.96.110(e)
2.	Arizona	ARIZ. REV. STAT. ANN. § 20-3205
3.	Arkansas	ARK. CODE ANN. § 23-81-806(b)
4.	California	CAL. INS. CODE § 10113.2(b)(1)
5.	Colorado	COLO REV. STAT. § 10-7-606(2)
6.	Connecticut	CONN. GEN. STAT. § 38a-465d(c)
7.	Delaware	DEL. CODE ANN. tit. 18 § 7505(b)
8.	Georgia	GA. CODE ANN. § 33-59-6(b)
9.	Hawaii	HAW. REV. STAT. § 431C-6(b)
10.	Idaho	IDAHO CODE ANN. § 41-1954(2)
11.	Illinois	25 ILL. COMP. STAT. § 159/25(e)
12.	Indiana	IND. CODE § 27-8-19.8-24.7
13.	Iowa	IOWA CODE § 508E.6(2)
14.	Kansas	KAN. STAT. ANN. § 40-5006(b)
15.	Louisiana	LA. REV. STAT. ANN. § 22:1795(B)
16.	Maine	Me. Rev. Stat. § 24-A § 6806(2)
17.	Massachusetts	MASS. GEN. LAWS ch.175 § 217(a)
18.	Minnesota	MINN. STAT. § 60A.9575(Subd. 2)
19.	Mississippi	MISS. CODE ANN. § 83-7-211(2)
20.	Montana	MONT. CODE ANN. §§ 33-19-306; 33-20-1313(5).
21.	Nebraska	NEB. REV. STAT. § 44-1106(2)
22.	Nevada	NEV. REV. STAT. § 688C.230(2)
23.	New Hampshire	N.H. REV. STAT. ANN. § 408-D:6(II)
24.	New Jersey	N.J. ADMIN. CODE § 11:4-35.16
25.	New Mexico	N.M. STAT. ANN. § 59A-20A-6(B)

26. New York N.Y. INS. LAW § 7810(a)
27. North Carolina N.C. GEN. STAT. § 58-58-225(b)
28. North Dakota N.D. CENT. CODE § 26.1-33.4-05(2)
29. Ohio OHIO REV. CODE ANN. § 3916.13
30. Oklahoma OKLA. STAT. 36 § 4055.6(B)
31. Oregon OR. REV. STAT. § 744.343(3)
32. Pennsylvania 40 PA. STAT. ANN. § 626.6(b)
33. Rhode Island R.I. GEN. LAWS ANN. § 27-72-6(b)
34. Tennessee TENN. CODE ANN. § 56-50-106(b)
35. Texas TEX INS. § 1111A.006(d)
36. Utah UTAH CODE ANN. § 31A-36-106(2)
37. Vermont 4-3 VT. CODE R. § 42(B)(1)(cc)
38. Virginia VA. CODE ANN. § 38.2-6005
39. Washington WASH. REV. CODE § 48.102.051(1)
40. West Virginia W. VA. CODE § 33-13C-6(b)
41. Wisconsin WIS. STAT. ANN. § 632.69(6)(b)

3 Okla. Prac., Okla. Evidence § 35.02 (2d ed.)

Oklahoma Practice Series TM  
Oklahoma Evidence--Commentary On The Law Of Evidence  
Database updated March 2015

Leo H. Whinery<sup>a0</sup>

Title 10. Privileged Communications

Chapter 35. The Source, Rationale, Nature, Effect and Waiver of Evidentiary Privileges

§ 35.02. Rationale

**West's Key Number Digest**

**West's Key Number Digest, Witnesses** ¶184 to 223

**Legal Encyclopedias**

**C.J.S., Witnesses** § 72

**C.J.S., Witnesses** §§ 252 to 312

The goal of most of the rules of evidence, in the language of Section 2102 of the Code, is that "truth may be ascertained and proceedings justly determined."<sup>1</sup> Accordingly, the significant rules examined previously in this volume which exclude evidence, including unfairly prejudicial, character and hearsay evidence, or place limitations on the admissibility of testimonial and opinion evidence, or restrict the use of copies of documents, or otherwise limit the use of evidence, are intended to facilitate the ascertainment of truth by excluding evidence that is either unreliable or may unfairly prejudice or mislead the trier of fact in the fact-finding process.

In contrast, the rules of privilege, notably the attorney-client, physician-patient, spousal and religious privileges, inhibit the ascertainment of truth by excluding evidence simply because of the context in which the evidence is generated and which is unrelated to the probative force which it might otherwise have in the trial of an issue of fact. Nevertheless, these exclusionary rules have found justification in the overriding importance of protecting interests and relationships which are deemed to be of sufficient social value to override the use of the evidence in the resolution of legal controversies. This utilitarian justification for the rules of privilege, namely, to make the protected professional relationships effective by encouraging communications without the risk of public disclosure, a view espoused by Wigmore, has been widely accepted and has conditioned much of the thinking about privileges.<sup>2</sup>

More recently, the justification for the exclusion of privileged matter has been found in the rules serving to protect the essential privacy of significant human relationships independent of whether they have any effect on the conduct of persons within that relationship.<sup>3</sup> This rationale does not appear to have had any significant influence historically in the establishment of the rules of privilege.<sup>4</sup> Nevertheless, it has been found by some to offer a sounder "theoretical basis for a more satisfactory accommodation ... between the legitimate demands for freedom against unwarranted intrusion on the one hand and the basic requirements of the judicial system on the other."<sup>5</sup> It has also been acknowledged as an appropriate factor in construing the rules of privilege.<sup>6</sup> However, the extent of the rationale's influence in this respect is not readily apparent. Irrespective of how either of these two foregoing justifications for the rules of privilege may be viewed, the rules do come at the expense of fact-finding in adjudication and doubts have been raised whether the protection achieved is worth the price that is paid.

At the same time, the statutory rules of privilege must be distinguished from rules of constitutional dimension excluding evidence which are founded upon the important policies of protecting individual freedom and dignity by guarding against the use of evidence which, subject to the vagaries and varieties of judicial review, are intended to remain inviolate.

In the case of privileges of non-constitutional dimension, further study is perhaps warranted to determine whether there is any empirical evidence to support the existence of the privileges based upon the underlying policy considerations supporting them and with respect to the varying relationships to which they apply. In the meantime they form an important segment of

the law of evidence, even though they are founded on entirely different policy considerations than those that pertain to the large majority of the rules of evidence directed toward accuracy in fact-finding.

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Footnotes

a0 Of The Oklahoma Bar And Alfred P. Murrah Professor Of Law, University Of Oklahoma.

1 12 Okl.St. Ann. § 2102. *See* § 1.01 for a discussion of Section 2102.

2 8 Wigmore, Evidence § 2285 (McNaughten rev. 1961). (Hereinafter cited as “Wigmore”).  
Wigmore's four essential conditions for the establishment of a privilege are:

(1) The communications must originate in a confidence that they will not be disclosed;

(2) This element of confidentiality must be essential to the full and satisfactory maintenance of the relation between the parties;

(3) The relation must be one which in the opinion of the community ought to be sedulously fostered; and

(4) The injury that would inure to the relation by the disclosure of the communications must be greater than the benefit thereby gained for the correct disposal of litigation.

3 *See* Black, The Marital and Physician Privileges—Reprint of a Letter to a Congressman, 1975 Duke L.J. 45; Note, 56 Ind.L.J. 121 (1980).

4 1 McCormick on Evidence, § 72 (5th ed. 1999). (Hereinafter cited as “McCormick”).

5 McCormick, Evidence 186 (3rd ed. 1984).

6 *See*, in this connection, *Roberts v. Superior Court*, 9 Cal.3d 330, 107 Cal.Rptr. 309, 508 P.2d 309 (1973), in which the court stated that the “[p]otential encroachment upon constitutionally protected rights of privacy” required a liberal construction of the California psychotherapist-patient privilege.

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End of Document

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**From:** Christie Reid <creid@asgllc.us>  
**Sent:** Monday, December 09, 2013 12:17 PM  
**To:** Jean-Michel Paul; Carlo Toller  
**Cc:** Pam Maule; Sheri Townsend; HTM  
**Subject:** 5055V Intended Conversion Notification  
**Attachments:** 5055V Medical Records.pdf; 5055V DPW Claim Review.pdf

Jean-Michel,

My apology for the late response. We have been experiencing inclement weather. A copy of the medical records is attached for your review. These are the only medical records we requested and sent to the carrier as this was the only doctor listed on his contact form. However, I did communicate with the carrier to confirm that they received everything they needed to make an informed decision and learned that they requested medical records from three other physicians. We do not have these medical records but have submitted a request for them. We do not keep any type of health log. If you would like copies of the insured contact forms we have received, please let me know.

We will be submitting the conversion documentation to the carrier this week, but as you can see from the attached letter from the carrier, you have 180 days to appeal. The appeal process will require cooperation from the insured and the release of the additional medical records the Carrier may have.

Please don't hesitate to contact me should you have additional questions or would like any other documentation regarding this insured or this policy.



Christie Reid  
Policy Services Manager  
521 W. Wilshire Blvd, Suite 200  
Oklahoma City, OK 73116  
405-753-9100 x 106  
[www.theasg.net](http://www.theasg.net)  
Relax. We've Got It™

Privileged/Confidential Information may be contained in this message. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you may not copy or deliver this message to anyone. In such case, you should destroy this message and kindly notify the sender by reply email. Please advise immediately if you or your employer does not consent to email or messages of this kind. Opinions, conclusions and other information in this message that do not relate to the official business of Asset Servicing Group, LLC shall be understood as neither given nor endorsed by it.

---

**From:** Christie Reid [mailto:[creid@asgllc.us](mailto:creid@asgllc.us)]  
**Sent:** Monday, December 09, 2013 10:59 AM  
**To:** Sheri Townsend  
**Subject:** FW: 5055V Intended Conversion Notification

---

**From:** Jean-Michel Paul [mailto:[JPPaul@acheroncapital.com](mailto:JPPaul@acheroncapital.com)]  
**Sent:** Tuesday, December 03, 2013 9:32 AM  
**To:** Christie Reid  
**Cc:** Carlo Toller; Pam Maule; HTM  
**Subject:** Re: 5055V Intended Conversion Notification

Dear Christie

Could you please send us the medical documentation that has been submitted so we can make an informed decision. Please also provide the history of the health log in this case.

Jm

Sent from my iPhone

On 3 Dec 2013, at 15:14, "Christie Reid" <[creid@asgllc.us](mailto:creid@asgllc.us)> wrote:

---

**From:** Christie Reid [mailto:[creid@asgllc.us](mailto:creid@asgllc.us)]  
**Sent:** Tuesday, November 26, 2013 3:27 PM  
**To:** 'Pam Maule'  
**Subject:** Conversion Draft 5055V

Jean Michel,

I am writing to notify you of a pending conversion which must be exercised in order to retain coverage. We received a letter from Cigna confirming the completed review of the claim for Waiver of Premium Benefits. Cigna has denied consideration based on the current medical documentation. To retain coverage, Cigna is offering the conversion of \$132,000 with an annual premium of \$4272.36. The application with annual premium must be received prior to December 13, 2013.

Upon submission of the application with required premium, the conversion will be processed. A new whole life policy will be issued with a new policy number and the policy ID 5055V will become 5055VC indicating the policy has been converted.

Please note there were no premium charges associated with 5055V due to DPW status and going forward 5055VC will incur annual premium charges of \$4272.36.

Currently, the intention of the Conservator is to move forward to complete the conversion and preserve the asset. If you would like to register an objection for consideration by Mr. Moran, please do so by Tuesday, December 10, as we will be submitting the conversion application to the carrier on Wednesday, December 11.

Regards,  
Christie Reid

← M  
Contact Report/Proof of Life

0911V	N00768068	EMC National Life Company	Mail	2013-08-01 00:00:00	Insured		
0911V	N00768068	EMC National Life Company	Mail	2013-09-01 00:00:00	Insured		
0911V	N00768068	EMC National Life Company	Mail	2013-09-16 00:00:00	Insured		
0911V	N00768068	EMC National Life Company	Mail	2013-11-01 00:00:00	Insured		2nd Attempt
0911V	N00768068	EMC National Life Company	Phone	2013-12-03 00:00:00	Insured	Successful	2013-12-04
0911V	N00768068	EMC National Life Company	Mail	2014-02-01 00:00:00	Insured		
0911V	N00768068	EMC National Life Company	Mail	2014-03-01 00:00:00	Insured		
0911V	N00768068	EMC National Life Company	Mail	2014-03-10 00:00:00	Insured		2nd Attempt
0911V	N00768068	EMC National Life Company	Mail	2014-03-10 00:00:00			
0911V	N00768068	EMC National Life Company	Mail	2014-04-04 00:00:00	Insured		2nd Attempt
0408V	UK5533000	Legal & General Assurance Society	Mail	2013-03-01 00:00:00			
0408V	UK5533000	Legal & General Assurance Society	Mail	2013-03-13 00:00:00		No Reply	
						Contact 1 -	
0408V	UK5533000	Legal & General Assurance Society	Mail	2013-04-26 00:00:00		No Reply	Returned Mailer
						Contact 1 -	
0408V	UK5533000	Legal & General Assurance Society	Mail	2013-05-20 00:00:00		No Reply	Sent to new address
0408V	UK5533000	Legal & General Assurance Society	Mail	2013-09-01 00:00:00	Insured		
0408V	UK5533000	Legal & General Assurance Society	Mail	2013-11-01 00:00:00	Insured		2nd Attempt
0408V	UK5533000	Legal & General Assurance Society	Mail	2013-11-20 00:00:00	Conact 1		
0408V	UK5533000	Legal & General Assurance Society	Mail	2014-03-01 00:00:00	Insured		
0408V	UK5533000	Legal & General Assurance Society	Mail	2014-04-04 00:00:00	Insured		2nd Attempt
0408V	UK5533000	Legal & General Assurance Society	Mail	2014-04-02 00:00:00			
6422V	T910283322	Allianz Life Insurance Company of New York	Mail	2011-02-24 00:00:00			
6422V	T910283322	Allianz Life Insurance Company of New York	Mail	2011-04-11 00:00:00			
6422V	T910283322	Allianz Life Insurance Company of New York	Mail	2012-03-01 00:00:00			
6422V	T910283322	Allianz Life Insurance Company of New York	Mail	2012-04-02 00:00:00			
6422V	T910283322	Allianz Life Insurance Company of New York	Mail	2012-08-24 00:00:00			
6422V	T910283322	Allianz Life insurance Company of New York	Mail	2013-03-01 00:00:00			
6422V	T910283322	Allianz Life Insurance Company of New York	Mail	2013-04-01 00:00:00	Insured		
6422V	T910283322	Allianz Life Insurance Company of New York	Mail	2013-04-26 00:00:00	Contact 1		
6422V	T910283322	Allianz Life Insurance Company of New York	Phone	2013-07-31 00:00:00	Insured	No Reply	Left message
6422V	T910283322	Allianz Life Insurance Company of New York	Phone	2013-08-06 00:00:00	Insured	No Reply	Left message

Contact Report/Proof of Life

6422V	T910283322	Allianz Life Insurance Company of New York	Phone	2013-08-06 00:00:00	Contacts 1 and 2	No Reply			Contacts phone numbers are disconnected
6422V	T910283322	Allianz Life Insurance Company of New York	Mail	2013-09-01 00:00:00	Insured				
6422V	T910283322	Allianz Life Insurance Company of New York	Phone	2013-09-26 00:00:00	Insured	No Reply			Left message
6422V	T910283322	Allianz Life Insurance Company of New York	Mail	2013-11-01 00:00:00	Insured				2nd Attempt
6422V	T910283322	Allianz Life Insurance Company of New York	Mail	2013-11-20 00:00:00	Contact 1				Returned Mailer
6422V	T910283322	Allianz Life Insurance Company of New York	Mail	2013-11-20 00:00:00	Contact 2				
6422V	T910283322	Allianz Life Insurance Company of New York	Phone	2013-12-03 00:00:00	Insured	No Reply			Left Message
6422V	T910283322	Allianz Life Insurance Company of New York	Mail	2013-12-09 00:00:00	Contact 1	No Reply			Returned mailer from new address
6422V	T910283322	Allianz Life Insurance Company of New York	Phone	2013-12-11 00:00:00	Insured	No Reply			Called and left a message
6422V	T910283322	Allianz Life Insurance Company of New York	Mail	2014-01-02 00:00:00	Contact 1	No Reply			Sent to new address
6422V	T910283322	Allianz Life Insurance Company of New York	Mail	2014-03-01 00:00:00	Insured				
6422V	T910283322	Allianz Life insurance Company of New York	Phone	2014-03-19 00:00:00	Insured	No Reply			Left message
6422V	T910283322	Allianz Life Insurance Company of New York	Phone	2014-03-19 00:00:00	Insured	No Reply			Disconnected
6422V	T910283322	Allianz Life Insurance Company of New York	Mail	2014-04-04 00:00:00	Insured				2nd Attempt
6422V	T910283322	Allianz Life Insurance Company of New York	Mail	2014-04-02 00:00:00					
6422V	T910283322	Allianz Life Insurance Company of New York	Mail	2014-04-04 00:00:00					
8569V	0948167L	United States Life Insurance Company in the City of New York	Mail	2011-02-24 00:00:00					
8569V	0948167L	United States Life Insurance Company in the City of New York	Mail	2011-04-11 00:00:00					
8569V	0948167L	United States Life Insurance Company in the City of New York	Mail	2012-03-01 00:00:00					
8569V	0948167L	United States Life Insurance Company in the City of New York	Mail	2012-04-02 00:00:00					
8569V	0948167L	United States Life Insurance Company in the City of New York	Mail	2012-08-24 00:00:00					
8569V	0948167L	United States Life Insurance Company in the City of New York	Mail	2013-03-01 00:00:00					

8/6/2013	khenderson	Phone number [REDACTED] is also disconnected.
8/6/2013	tsioux	Contact 1 and 2 phone numbers are disconnected. Removed [REDACTED]. Called contact 3 and left a message.
9/26/2013	khenderson	Found a possible relative, [REDACTED].
11/8/2013	tsioux	Received returned mailer. No new address found.
12/3/2013	aarnold	Contacted the insured's contact 3 - [REDACTED]. Someone answered the phone but did not identify themselves and hung up immediately.
12/4/2013	tsioux	Searched DBN and DBT. Found possible new numbers of [REDACTED], [REDACTED], [REDACTED].
12/10/2013	aarnold	Called following possible numbers for insured: [REDACTED] - disconnected and [REDACTED] - busy signal.
3/5/2014	ajackson	Found possible other apartment number listed as current in DBN. Changed apartment number from Unit [REDACTED] to Unit [REDACTED]. Sent new update.
4/16/2014	ajackson	Received returned insured mail. Found possible new address in DBT. Removed address [REDACTED]. Sent to updated address in LC.
<b>Policy : 6416V</b>		
11/22/2011	Jadkins	[REDACTED]
5/29/2013	jpearson	Old address of [REDACTED] is also shown as current for insured in DBT. Sent update to this address.
8/1/2013	khenderson	Attempted to contact insured via phone (had his name), left message.
<b>Policy : 6422V</b>		
5/2/2013	khenderson	Searched insured in DBN and found a new address of [REDACTED]. Old address [REDACTED].
7/31/2013	khenderson	Called insured and phone number is disconnected, [REDACTED]. Found new phone number in DBN and left a message for [REDACTED].
8/6/2013	khenderson	Called insured and left another message.
8/6/2013	khenderson	Attempted to reach contacts via phone and their numbers are disconnected.
9/26/2013	khenderson	Called insured and left a message.
12/3/2013	creid	Called insured and left a message.
12/9/2013	tsioux	Received returned mailer from Contact 1. Found possible new address. Removed [REDACTED]. Sent update to new address.
12/11/2013	tsioux	Called and left a message for insured.
1/2/2014	tsioux	Received returned mailer from Contact 1. Found possible new address. Removed [REDACTED]. Sent update to new address.
3/19/2014	ajackson	Attempted to contact insured at [REDACTED] and left a message. Also tried [REDACTED] however that number is disconnected.
<b>Policy : 6430V</b>		
4/30/2013	khenderson	Received phone call from contact 1 [REDACTED]. She advised that he still lives at the same address and she sees him often.
12/3/2013	khenderson	Attempted to contact insured via phone, number in LifeCheck is incorrect [REDACTED]. Found new number in DBN of [REDACTED]. Left a message.
12/13/2013	tsioux	Called and left a message.
<b>Policy : 6434V</b>		

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Contact Report/Proof of Life

3669V	3604095	ReliaStar Life Insurance Company	Mail	2012-08-24 00:00:00			
3669V	3604095	ReliaStar Life Insurance Company	Mail	2013-03-01 00:00:00			
3669V	3604095	ReliaStar Life Insurance Company	Mail	2013-04-01 00:00:00	Insured		
3669V	3604095	ReliaStar Life Insurance Company	Mail	2013-04-26 00:00:00	Contact 1		
3669V	3604095	ReliaStar Life Insurance Company	Mail	2013-05-31 00:00:00	Contact 2	No Reply	
					Contact 3		
3669V	3604095	ReliaStar Life Insurance Company	Mail	2013-05-31 00:00:00		Successful	2013-07-16
3669V	3604095	ReliaStar Life Insurance Company	Mail	2013-09-01 00:00:00	Insured		
3669V	3604095	ReliaStar Life Insurance Company	Mail	2013-11-01 00:00:00	Insured		2nd Attempt
3669V	3604095	ReliaStar Life Insurance Company	Mail	2013-11-20 00:00:00	Contact 1		
3669V	3604095	ReliaStar Life Insurance Company	Mail	2013-11-20 00:00:00	Contact 2		
					Contact 3-		
3669V	3604095	ReliaStar Life Insurance Company	Phone	2013-11-20 00:00:00		Successful	2014-01-30
3669V	3604095	ReliaStar Life Insurance Company	Mail	2014-03-01 00:00:00	Insured	Successful	2014-03-10
4044V	21832092	Lincoln National Life Insurance Company	Mail	2011-02-24 00:00:00			
4044V	21832092	Lincoln National Life Insurance Company	Mail	2012-03-01 00:00:00			
4044V	21832092	Lincoln National Life Insurance Company	Mail	2012-08-24 00:00:00			
4044V	21832092	Lincoln National Life Insurance Company	Mail	2013-03-01 00:00:00		Successful	2013-03-08
4044V	21832092	Lincoln National Life Insurance Company	Mail	2013-09-01 00:00:00	Insured	Successful	2013-09-30
4044V	21832092	Lincoln National Life Insurance Company	Mail	2014-03-01 00:00:00	Insured	Successful	2014-03-10
0308V	N38992770	Aetna Life Insurance Company	Mail	2011-02-24 00:00:00			
0308V	N38992770	Aetna Life Insurance Company	Mail	2011-04-11 00:00:00			
0308V	N38992770	Aetna Life Insurance Company	Mail	2012-03-01 00:00:00			
0308V	N38992770	Aetna Life Insurance Company	Mail	2012-04-02 00:00:00			
0308V	N38992770	Aetna Life Insurance Company	Mail	2012-08-24 00:00:00			
0308V	N38992770	Aetna Life Insurance Company	Mail	2013-03-01 00:00:00			
0308V	N38992770	Aetna Life Insurance Company	Mail	2013-04-01 00:00:00	Insured		
							Via voice mail confirmation
0308V	N38992770	Aetna Life Insurance Company	Phone	2013-08-20 00:00:00	Insured	Successful	2013-08-20
0308V	N38992770	Aetna Life Insurance Company	Mail	2013-09-01 00:00:00	Insured		
0308V	N38992770	Aetna Life Insurance Company	Mail	2013-11-01 00:00:00	Insured		2nd Attempt
0308V	N38992770	Aetna Life Insurance Company	Mail	2014-03-01 00:00:00	Insured		
0308V	N38992770	Aetna Life Insurance Company	Mail	2014-04-04 00:00:00	Insured		2nd Attempt
5067V	525725	Connecticut General Life Insurance Company	Email	2011-02-24 00:00:00			
5067V	525725	Connecticut General Life Insurance Company	Mail	2012-03-01 00:00:00			
5067V	525725	Connecticut General Life Insurance Company	Mail	2012-04-02 00:00:00			
5067V	525725	Connecticut General Life Insurance Company	Mail	2012-08-24 00:00:00			
5067V	525725	Connecticut General Life Insurance Company	Mail	2013-03-01 00:00:00			
5067V	525725	Connecticut General Life Insurance Company	Mail	2013-04-01 00:00:00	insured		

8/1/2013	khenderson	Attempted to reach insured, number listed in LC is disconnected [REDACTED] Found new number in DBT [REDACTED]; however, the phone number is not working.
11/12/2013	tsioux	Received a call from insured. He said he was going to mail back the update and that we should remove his parents as contacts.
11/12/2013	tsioux	Add to last note. Removed [REDACTED]
11/26/2013	tsioux	Received insured update. Removed address of [REDACTED]. Removed Dr. [REDACTED]. Added new doctor. Removed contact 1.
<b>Policy : 0302V-2</b>		
6/5/2009	tharrell	DBI has new address, old is [REDACTED]
11/3/2010	laguilera	Located insureds new address in DBN. Old address: [REDACTED]
5/29/2013	jpearson	Found new address for insured in DBT. Changed insured's address from [REDACTED] to [REDACTED]
5/29/2013	jpearson	Sent update to new address found for the insured.
8/1/2013	khenderson	Attempted to reach insured, number listed in LC is disconnected [REDACTED] Found new number in DBT [REDACTED]; however, the phone number is not working.
11/12/2013	tsioux	Received a call from insured. He said he was going to mail back the update and that we should remove his parents as contacts.
11/12/2013	tsioux	Add to last note. Removed [REDACTED]
11/26/2013	tsioux	Received insured update. Removed address of [REDACTED]. Removed Dr. [REDACTED]. Added new doctor. Removed contact 1.
<b>Policy : 0308V</b>		
5/20/2013	khenderson	Found new address of [REDACTED] in DBT. Old address [REDACTED]
7/31/2013	khenderson	Cannot locate phone number for insured.
8/20/2013	khenderson	Attempted to contact insured, left message, voice mail had his name. Also found new address in DBT. Old address [REDACTED]
<b>Policy : 0309V</b>		
3/17/2008	Shannon Johnson	Received update. No changes.
7/8/2008	mcolgrove	Received viator update, no changes
3/9/2009	acullen	rec'd viator update, po box changed to [REDACTED] (old: [REDACTED])
3/22/2010	khenderson	Received insured update and no changes were made.
9/16/2010	laguilera	Received insured update, no changes were made.
3/7/2011	laguilera	Received insured update, no changes were made.
10/26/2011	kbennegray	Received insured update, no changes were made.
3/21/2012	kbennegray	Received insured update, no changes were made.
9/6/2012	mcudjoe	received insured update. No changes made.
3/6/2013	jpearson	Received insured update. No changes were made.
9/30/2013	tsioux	Received insured update. No changes were made.
3/4/2014	khenderson	Received insured update. No changes were made.
<b>Policy : 0317V</b>		
6/1/2009	acullen	rec'd email update from insured, no changes made to contact information.

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Contact Report/Proof of Life

0256V	RA0819194/	Reliance Standard Life Insurance Company	Mail	2011-02-24 00:00:00				
0256V	RA0819194/	Reliance Standard Life Insurance Company	Mail	2011-04-11 00:00:00				
0256V	RA0819194/	Reliance Standard Life Insurance Company	Mail	2012-03-01 00:00:00				
0256V	RA0819194/	Reliance Standard Life Insurance Company	Mail	2012-04-02 00:00:00				
0256V	RA0819194/	Reliance Standard Life Insurance Company	Mail	2012-08-24 00:00:00				
0256V	RA0819194/	Reliance Standard Life Insurance Company	Mail	2013-03-01 00:00:00				
0256V	RA0819194/	Reliance Standard Life Insurance Company	Mail	2013-04-01 00:00:00	Insured			
0256V	RA0819194/	Reliance Standard Life Insurance Company	Mail	2013-04-26 00:00:00	Contact 1			
0256V	RA0819194/	Reliance Standard Life Insurance Company	Email	2013-05-21 00:00:00	Insured	No Reply		Emailed insured
0256V	RA0819194/	Reliance Standard Life Insurance Company	Mail	2013-05-31 00:00:00	Contact 2	No Reply		Returned Mailer
					Contacta 2			
0256V	RA0819194/	Reliance Standard Life Insurance Company	Mail	2013-07-05 00:00:00		No Reply		Sent to New Address Via phone call with insured
0256V	RA0819194/	Reliance Standard Life Insurance Company	Phone	2013-08-01 00:00:00	Insured	Successful	2013-08-01	
0256V	RA0819194/	Reliance Standard Life Insurance Company	Mail	2013-09-01 00:00:00	Insured	Successful	2013-09-30	
0256V	RA0819194/	Reliance Standard Life Insurance Company	Mail	2014-03-01 00:00:00	Insured			
0256V	RA0819194/	Reliance Standard Life Insurance Company	Mail	2014-04-04 00:00:00	Insured	Successful	2014-04-15	2nd Attempt
0256V	RA0819194/	Reliance Standard Life Insurance Company	Mail	2014-04-02 00:00:00		Successful	2014-04-15	
0256V	RA0819194/ 210277716L	Reliance Standard Life Insurance Company	Mail	2014-04-04 00:00:00				
0325VC	SU 210277716L	MetLife Investors USA Insurance Company	Mail	2013-04-30 00:00:00	Insured	Successful	2013-05-08	
0325VC	SU 210277716L	MetLife Investors USA insurance Company	Mail	2013-09-01 00:00:00	Insured	Successful	2013-09-27	
0325VC	SU	MetLife Investors USA Insurance Company	Mail	2014-03-01 00:00:00	Insured	Successful	2014-03-10	
6795V	2407185	SBLI of Massachusetts	Mail	2011-02-24 00:00:00				
6795V	2407185	SBLI of Massachusetts	Mail	2011-04-11 00:00:00				
6795V	2407185	SBLI of Massachusetts	Mail	2012-03-01 00:00:00				
6795V	2407185	SBLI of Massachusetts	Mail	2012-04-02 00:00:00				
6795V	2407185	SBLI of Massachusetts	Mail	2012-08-24 00:00:00				
6795V	2407185	SBLI of Massachusetts	Mail	2013-03-01 00:00:00				
6795V	2407185	SBLI of Massachusetts	Mail	2013-04-01 00:00:00	Insured			
6795V	2407185	SBLI of Massachusetts	Mail	2013-04-26 00:00:00	Contact 1			
6795V	2407185	SBLI of Massachusetts	Email	2013-05-21 00:00:00	Insured	No Reply		Emailed insured
					Contact 3 -			
6795V	2407185	SBLI of Massachusetts	Mail	2013-05-31 00:00:00		No Reply		Returned Mailer
6795V	2407185	SBLI of Massachusetts	Mail	2013-05-31 00:00:00	Contact 2	No Reply		
					Contact 3 -			
6795V	2407185	SBLI of Massachusetts	Mail	2013-06-11 00:00:00		No Reply		Returned Mailer from New Address
					Contactat 3			
6795V	2407185	SBLI of Massachusetts	Mail	2013-07-09 00:00:00	Insured	No Reply		Sent to New Address
6795V	2407185	SBLI of Massachusetts	Phone	2013-08-01 00:00:00	Insured	No Reply		Left message
6795V	2407185	SBLI of Massachusetts	Email	2013-08-06 00:00:00	Insured	No Reply		Emailed insured

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Contact Report/Proof of Life

6795V	24071850	iBLI of Massachusetts	Phone	2013-08-06 00:00:00	Insured	No Reply	Left message
6795V	24071850	iBLI of Massachusetts	Mail	2013-09-01 00:00:00	Insured		
6795V	24071850	iBLI of Massachusetts	Phone	2013-09-26 00:00:00	Insured	No Reply	Left message
6795V	24071850	iBLI of Massachusetts	Mail	2013-11-01 00:00:00	Insured		2nd Attempt
6795V	24071850	iBLI of Massachusetts	Mail	2013-11-20 00:00:00	Contact 1-		Returned Mailer- deceased
6795V	24071850	iBLI of Massachusetts	Mail	2013-11-20 00:00:00	Contact 2		
6795V	24071850	iBLI of Massachusetts	Mail	2013-11-20 00:00:00	Contact 3		Returned Mailer
6795V	24071850	iBLI of Massachusetts	Phone	2013-12-04 00:00:00		No Reply	Left Message
6795V	24071850	iBLI of Massachusetts	Phone	2013-12-11 00:00:00	Insured	No Reply	Bad Email Address Called and left a message
6795V	24071850	iBLI of Massachusetts	Phone	2013-12-11 00:00:00	Insured	No Reply	message
6795V	24071850	iBLI of Massachusetts	Mail	2014-01-02 00:00:00	Contact 3	No Reply	Sent to new address
6795V	24071850	iBLI of Massachusetts	Mail	2014-03-01 00:00:00	Insured		
6795V	24071850	iBLI of Massachusetts	Phone	2014-03-19 00:00:00	Insured	Successful	Via voice mail confirmation
1610V	5582597	American General Life Insurance Company	Mail	2011-02-24 00:00:00			
1610V	5582597	American General Life Insurance Company	Mail	2011-04-11 00:00:00			
1610V	5582597	American General Life Insurance Company	Mail	2012-03-01 00:00:00			
1610V	5582597	American General Life Insurance Company	Mail	2012-04-02 00:00:00			
1610V	5582597	American General Life Insurance Company	Mail	2012-08-24 00:00:00			
1610V	5582597	American General Life Insurance Company	Mail	2013-03-01 00:00:00			
1610V	5582597	American General Life Insurance Company	Mail	2013-04-01 00:00:00	Insured		
1610V	5582597	American General Life Insurance Company	Mail	2013-04-26 00:00:00	Contact 1		
1610V	5582597	American General Life Insurance Company	Mail	2011-04-25 00:00:00		Successful	2011-04-25
1610V	5582597	American General Life Insurance Company	Phone	2013-08-07 00:00:00	Insured	No Reply	Disconnected Via phone call with insured
1610V	5582597	American General Life Insurance Company	Phone	2013-08-22 00:00:00	Insured	Successful	2013-08-22
1610V	5582597	American General Life Insurance Company	Mail	2013-09-01 00:00:00	Insured		
1610V	5582597	American General Life Insurance Company	Mail	2013-11-01 00:00:00	Insured		2nd Attempt
1610V	5582597	American General Life Insurance Company	Mail	2013-11-20 00:00:00	Contact 1		
1610V	5582597	American General Life Insurance Company	Mail	2013-11-20 00:00:00	Contact 2		
1610V	5582597	American General Life Insurance Company	Mail	2013-11-20 00:00:00	Contact 3	No Reply	Returned Mailer
1610V	5582597	American General Life Insurance Company	Mail	2013-11-26 00:00:00	Contact 3	Successful	2013-12-16 Sent to new address
1610V	5582597	American General Life Insurance Company	Mail	2014-03-01 00:00:00	Insured		
1610V	5582597	American General Life Insurance Company	Mail	2014-04-04 00:00:00	Insured		2nd Attempt
1610V	5582597	American General Life Insurance Company	Mail	2014-04-02 00:00:00			
1610V	5582597	American General Life Insurance Company	Mail	2014-04-04 00:00:00			
1610V	5582597	American General Life Insurance Company	Mail	2014-04-04 00:00:00			
1611V	U10032029L	American General Life Insurance Company	Mail	2011-02-24 00:00:00			
1611V	U10032029L	American General Life Insurance Company	Mail	2011-04-11 00:00:00			
1611V	U10032029L	American General Life Insurance Company	Mail	2012-03-01 00:00:00			

	3/24/2011	laguilera	Received insured update, removed contact #1, [REDACTED]. Changed contact #2 phone number, old phone, [REDACTED].
	10/3/2011	laguilera	Received insured update, no changes were made.
	3/21/2012	kbennegray	Received insured update, no changes were made.
	9/17/2012	mcudjoe	Received insured update and HIPAA. No changes made.
	3/12/2013	jpearson	Received insured update. No changes were made.
	10/1/2013	tsioux	Received insured update. added [REDACTED] to Other doctor.
	3/11/2014	ajackson	Received insured update and Insured changed just the name of [REDACTED]. Old name was [REDACTED].
<b>Policy : 6776V</b>			
	9/8/2008	mcolgrove	Insured called regarding update, his Dr. is now [REDACTED], same location; no other changes
	4/13/2009	acullen	rec'd update from insured, no changes made.
	9/15/2010	laguilera	Received insured update, update new physician information.
	3/7/2011	laguilera	Received insured update over phone, added insureds contact #1 phone number.
	3/30/2012	khenderson	Spoke to the insured, he is alive and well.
	4/18/2012	khenderson	Spoke to the insured, he is alive and well and returning his information.
	4/24/2012	khenderson	Received insured update and added two new physicians.
	10/24/2012	mcudjoe	[REDACTED] called to give updated provider information. He stated everything else on file is the same. I advised we did not need him to return the HIPAA since we have one dated 04/2012.
	5/21/2013	jpearson	Received insured update from Contact 1 - [REDACTED]. Added insured's email.
	12/13/2013	tsioux	Received insured update from Contact 1. Changed Contact 1's address from [REDACTED].
<b>Policy : 6780V</b>			
	7/16/2008	mcolgrove	Update came back undeliverable, searched DBI and found new address (prev [REDACTED])
	3/5/2009	acullen	[REDACTED] called to update information. Changed phone number (old: [REDACTED]). Contact 1 and 3 are not good any longer and physician contact information no longer any good (old: [REDACTED]). Said he would email me new doctor and contact information in a few days. Also gave email.
	9/4/2012	mcudjoe	[REDACTED] called today in regards to the updates. He sated he preferred to received them by email only.
	9/4/2012	mcudjoe	[REDACTED] called in regards to the insured update. He stated all information was the same. He said he was going to complete the forms and email them back to us.
	12/10/2013	tsioux	Called and insured gave new address.
	12/10/2013	tsioux	Removed [REDACTED].
	2/25/2014	ajackson	Received insured contacts update. Found new address in DBN and removed old address of [REDACTED] and updated address to [REDACTED]. Resent out update.
<b>Policy : 6795V</b>			
	5/21/2013	khenderson	Searched DBT and insured's info is still the same.
	5/21/2013	khenderson	Emailled insured for updated address.

6/11/2013	jpearson	Received returned mailer from Contact 3 - [REDACTED]. Found new address for Contact 3 - [REDACTED] in DBN. Changed Contact 3's name from [REDACTED] to [REDACTED], and changed Contact 3 - [REDACTED]'s address from [REDACTED] to [REDACTED]. Sent update to new address for Contact 3 - [REDACTED].
7/9/2013	tsioux	Received returned mailer from Contact 3 - [REDACTED]. Found new address in DBN. Removed [REDACTED] for Contact 3. Sent update to new address for Contact 3 - [REDACTED].
8/1/2013	khenderson	Called insured and reached his voicemail, left message.
9/26/2013	khenderson	Called insured, reached voice mail, left message.
12/4/2013	creid	Left Message for insured.
12/11/2013	tsioux	Tried to email insured, but it came back undeliverable. Called and left a message for insured.
1/8/2014	tsioux	Received returned mailer. Per DBN Contact 1 - [REDACTED] is deceased as of 8/2013. Removed [REDACTED].
3/6/2014	ajackson	Found insureds Facebook page. [REDACTED]
3/6/2014	ajackson	Facebook page is all private. Cant tell when he last posted.
3/19/2014	ajackson	Called and confirmed it was the insured on the voice mail. Left message.
<b>Policy : 6797V</b>		
6/8/2010	kwood	Received insured update.... removed deceased contact [REDACTED]... [REDACTED]... no other changes were made.
9/15/2010	laguilera	Received insured update, no changes were made.
3/31/2011	khenderson	Received insured update and no changes were made.
3/26/2012	kbennegray	Received insured update, no changes were made.
9/14/2012	khenderson	Received insured update and no changes were made.
3/22/2013	jpearson	Received insured update. Added second physician.
11/25/2013	tsioux	Received insured update. Changed current physician from [REDACTED]. Added address for new current physician.
1/3/2014	tsioux	Received returned mailer from Contact 1. Found possible new address. Removed [REDACTED]. Sent update to new address.
3/12/2014	khenderson	Received insured update, no changes were made.
<b>Policy : 6798V</b>		
3/25/2008	Shannon Johnson	Received update. Updated Dr. info. No other changes or new info.
9/8/2008	mcolgrove	Received update, changed 1st contact address to the insureds address; no other changes.
3/9/2009	acullen	rec'd update, no changes made.
3/17/2010	khenderson	received insured update and added a new physician.
9/21/2010	landerson	Received insured update, no changes were made.
5/4/2011	laguilera	Received insured update, no changes were made.
10/26/2011	kbennegray	Received insured update, no changes were made.
3/15/2012	mcudjoe	received insured update no changes made.
9/17/2012	khenderson	Received insured update and no changes were made.

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Contact Report/Proof of Life

0454V	B00055356	Metropolitan Life Insurance Company	Mail	2013-04-26 00:00:00	Contact 1 - Successful	2013-05-09
0454V	B00055356	Metropolitan Life Insurance Company	Mail	2013-09-01 00:00:00	Insured	
0454V	B00055356	Metropolitan Life Insurance Company	Mail	2013-11-01 00:00:00	Insured	2nd Attempt
0454V	B00055356	Metropolitan Life Insurance Company	Mail	2013-11-20 00:00:00	Contact 1 - Successful	2013-12-26
0454V	B00055356	Metropolitan Life Insurance Company	Mail	2014-03-01 00:00:00	Insured - Successful	2014-03-18
0454V	B00055356	Metropolitan Life Insurance Company	Phone	2014-03-17 00:00:00	Insured - Successful	2014-03-04
0671V	200001891	Reassure America Life Insurance Company	Email	2011-02-24 00:00:00		Per phone call with
0671V	200001891	Reassure America Life Insurance Company	Mail	2012-03-01 00:00:00		
0671V	200001891	Reassure America Life Insurance Company	Mail	2012-04-02 00:00:00		
0671V	200001891	Reassure America Life Insurance Company	Mail	2012-07-12 00:00:00		
0671V	200001891	Reassure America Life Insurance Company	Mail	2012-08-24 00:00:00		
9007V	917185	Security Life Insurance Company of America	Email	2011-02-24 00:00:00		
9007V	917185	Security Life Insurance Company of America	Mail	2012-03-01 00:00:00		
9007V	917185	Security Life Insurance Company of America	Mail	2012-04-02 00:00:00		
9007V	917185	Security Life Insurance Company of America	Mail	2012-07-12 00:00:00		
9007V	917185	Security Life Insurance Company of America	Mail	2012-08-24 00:00:00		
9006VC	0	United States Life Insurance Company in the City of New York	Email	2011-02-24 00:00:00		
9006VC	0	United States Life Insurance Company in the City of New York	Mail	2012-03-01 00:00:00		
9006VC	0	United States Life Insurance Company in the City of New York	Mail	2012-04-02 00:00:00		
9006VC	0	United States Life Insurance Company in the City of New York	Mail	2012-07-12 00:00:00		
9006VC	0	United States Life Insurance Company in the City of New York	Mail	2012-08-24 00:00:00		
8517V	UA7423027	United of Omaha Life Insurance Company	Mail	2011-02-24 00:00:00		
8517V	UA7423027	United of Omaha Life Insurance Company	Mail	2011-04-11 00:00:00		
8517V	UA7423027	United of Omaha Life Insurance Company	Mail	2012-03-01 00:00:00		
8517V	UA7423027	United of Omaha Life Insurance Company	Mail	2012-04-02 00:00:00		
8517V	UA7423027	United of Omaha Life Insurance Company	Mail	2012-08-24 00:00:00		
8517V	UA7423027	United of Omaha Life Insurance Company	Mail	2013-03-01 00:00:00		
8517V	UA7423027	United of Omaha Life Insurance Company	Mail	2013-04-01 00:00:00	Insured	
8517V	UA7423027	United of Omaha Life Insurance Company	Mail	2013-04-26 00:00:00	Contact 1	

Contact Report/Proof of Life

ID	Policy	Company	Method	Date	Status	Response	Notes
8517V	UA7423027	United of Omaha Life Insurance Company	Phone	2013-08-01 00:00:00	Insured	No Reply	Incorrect phone number for insured
8517V	UA7423027	United of Omaha Life Insurance Company	Mail	2013-09-01 00:00:00	Insured		
8517V	UA7423027	United of Omaha Life Insurance Company	Mail	2013-11-01 00:00:00	Insured		2nd Attempt
8517V	UA7423027	United of Omaha Life Insurance Company	Mail	2013-11-20 00:00:00	Contact 1		Left message
8517V	UA7423027	United of Omaha Life Insurance Company	Phone	2014-02-06 00:00:00	Insured	No Reply	
8517V	UA7423027	United of Omaha Life Insurance Company	Mail	2014-03-01 00:00:00	Insured		
8517V	UA7423027	United of Omaha Life Insurance Company	Mail	2014-04-04 00:00:00	Insured		2nd Attempt
8517V	UA7423027	United of Omaha Life Insurance Company	Mail	2014-04-02 00:00:00			Emailed-
8517V	UA7423027	United of Omaha Life Insurance Company	Email	2014-04-09 00:00:00	Insured	No Reply	Bad email-
8517V	UA7423027	United of Omaha Life Insurance Company	Email	2014-04-09 00:00:00	Insured	No Reply	
8966VC	R0001054	Jackson National Life Insurance Company	Mail	2011-02-24 00:00:00			
8966VC	R0001054	Jackson National Life Insurance Company	Mail	2011-04-11 00:00:00			
8966VC	R0001054	Jackson National Life Insurance Company	Mail	2012-03-01 00:00:00			
8966VC	R0001054	Jackson National Life Insurance Company	Mail	2012-04-02 00:00:00			
8966VC	R0001054	Jackson National Life Insurance Company	Mail	2012-08-24 00:00:00			
8966VC	R0001054	Jackson National Life Insurance Company	Mail	2013-03-01 00:00:00			
8966VC	R0001054	Jackson National Life Insurance Company	Mail	2013-04-01 00:00:00	Insured		
8966VC	R0001054	Jackson National Life Insurance Company	Mail	2013-04-26 00:00:00	Contact 1	No Reply	Returned Mailer
8966VC	R0001054	Jackson National Life Insurance Company	Mail	2013-05-07 00:00:00	Contact 1 -	No Reply	Sent to new address
8966VC	R0001054	Jackson National Life Insurance Company	Mail	2013-05-07 00:00:00	Contact 2 -	No Reply	Sent to new address
8966VC	R0001054	Jackson National Life Insurance Company	Mail	2013-05-07 00:00:00	Insured	No Reply	Sent to new address
8966VC	R0001054	Jackson National Life Insurance Company	Mail	2013-05-29 00:00:00	Insured	No Reply	Sent to new address
8966VC	R0001054	Jackson National Life Insurance Company	Phone	2013-07-31 00:00:00	Insured	No Reply	Left message
8966VC	R0001054	Jackson National Life Insurance Company	Phone	2013-08-06 00:00:00	Insured	No Reply	Left message
8966VC	R0001054	Jackson National Life Insurance Company	Mail	2013-09-01 00:00:00	Insured		
8966VC	R0001054	Jackson National Life Insurance Company	Mail	2013-11-01 00:00:00	Insured		2nd Attempt
8966VC	R0001054	Jackson National Life Insurance Company	Mail	2013-11-20 00:00:00	Contact 1		
8966VC	R0001054	Jackson National Life Insurance Company	Mail	2013-11-20 00:00:00	Contact 2		
8966VC	R0001054	Jackson National Life Insurance Company	Mail	2013-11-20 00:00:00	Contact 3-		
8966VC	R0001054	Jackson National Life Insurance Company	Mail	2013-11-20 00:00:00			Bad address 1/7/14
8966VC	R0001054	Jackson National Life Insurance Company	Phone	2013-12-05 00:00:00	Insured	No Reply	Left message
8966VC	R0001054	Jackson National Life Insurance Company	Phone	2013-12-12 00:00:00	Insured	No Reply	Called and left a message
8966VC	R0001054	Jackson National Life Insurance Company	Phone	2013-12-12 00:00:00	Insured	No Reply	
8966VC	R0001054	Jackson National Life Insurance Company	Mail	2014-01-07 00:00:00	Contact 3-	No Reply	Sent to new address
8966VC	R0001054	Jackson National Life Insurance Company	Mail	2014-03-01 00:00:00	Insured		

	8/13/2013	khenderson	Spoke to insured, he states he has been sending the updates in but we have not received them. He verified his address and information, all is correct.
<b>Policy : 8517V</b>			
	7/16/2008	mcolgrove	Update came back undeliverable, searched DBI and didn't find any new addresses
	8/7/2008	mcolgrove	Searched DBI, no new address
	5/5/2010	lharrell	NO new address in DBI however LC was missing zip. Changed contact method to mail.
	4/20/2012	mcudjoe	Mailer returned. searched new address in Nexis. Current address [REDACTED]. Removed old address [REDACTED].
	5/23/2013	khenderson	Searched DBN and no new or updated address was found.
	6/17/2013	khenderson	Provided insured info to Bruce, SIS.
	8/1/2013	khenderson	Attempted to contact insured and the number listed in LC is incorrect, [REDACTED]. Found three additional numbers in DBT and all were disconnected, [REDACTED].
	8/6/2013	tsioux	Called Contact 1. Phone disconnected. Removed [REDACTED].
	11/22/2013	khenderson	Provided insured info to Bruce, SIS.
	12/5/2013	tsioux	Searched DBN and DBT. No new numbers found.
	2/6/2014	khenderson	Per SIS Report from BruceM The target is believed to be alive and living at the below address and using po box for mail (we have the po box as main address).
	2/6/2014	khenderson	Bruce also provided a possible address of [REDACTED] but advised via phone he thinks that it is an older address. He also provided a phone number of [REDACTED] which I called and left a message.
	4/9/2014	ajackson	Found two email addresses for insured. [REDACTED]
<b>Policy : 8519V</b>			
	4/22/2008	Shannon Johnson	Received update. Updated contact information. Updated Dr. information. Insured would like to be contacted through email in the future.
	9/4/2008	mcolgrove	Received update via email, added [REDACTED] to the end of his name and a fax number; no other changes
	6/3/2009	acullen	rec'd email update from insured, no changes made to contact information.
	9/21/2010	landerson	Received insured update, changed insured fax #. Old # is [REDACTED]. Changed contact [REDACTED] phone #, old # [REDACTED]. Changed contact [REDACTED] address. Old address is [REDACTED].
	3/17/2011	laguilera	received insured update, corrected contact #3 name and phone number. Old name and number: [REDACTED]
	5/31/2013	khenderson	Sent out contact update letter to contact 2, [REDACTED].
	8/13/2013	khenderson	Spoke to insured, he states he has been sending the updates in but we have not received them. He verified his address and information, all is correct.
<b>Policy : 8520V</b>			
	10/12/2009	khenderson	Received insured update and changed the address and phone number from [REDACTED]...changed physician info and personal contacts, took off [REDACTED] and [REDACTED] just changed the address from [REDACTED]
	5/29/2013	jpearson	No new addresses could be found for the insured in DBT.
	6/12/2013	jpearson	Received insured update from Contact 3 - [REDACTED]. No changes were made. Confirmed insured's address.