IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:	)	Chapter 11
	)	
LIFE FUND 5.1, LLC, *et al.*,[1]	)	Case No. 09 B 32672
	)	
Debtors.	)	Jointly Administered

CHAPTER 11 TRUSTEE'S SECOND AMENDED

PLAN OF CONSOLIDATION AND LIQUIDATION

[1] The Debtors in the cases are: (1) Life Fund 5.1, LLC; (2) Life Fund 5.2, LLC; (3) A&O Life Fund, LLC; (4) A&O Resource Management, Ltd.; (5) A&O Bonded Life Settlements, LLC; (6) A&O Bonded Life Assets, LLC; and (7) Houston Tanglewood Partners, LLC.

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Exhibit B – Form of Liquidating Trust Agreement

Exhibit C - Schedule of Permitted Late-Filed Claims

CHAPTER 11 TRUSTEE'S SECOND AMENDED

PLAN OF CONSOLIDATION AND LIQUIDATION

Pursuant to chapter 11 of the Bankruptcy Code, Jeff Marwil, not individually, but solely in his capacity as Chapter 11 Trustee, hereby respectfully proposes the following plan to administer and liquidate the Debtors' chapter 11 estates.

ARTICLE I.

RULES OF INTERPRETATION

A. *Rules of Interpretation*

For purposes herein: in the appropriate context, each term, whether stated in the singular or the plural, shall include both the singular and the plural, and pronouns stated in the masculine, feminine or neutral gender shall include the masculine, feminine and the neutral gender; any reference herein to a contract, instrument, release, indenture or other agreement or document being in a particular form or on particular terms and conditions means that the referenced document shall be substantially in that form or substantially on those terms and conditions; any reference herein to an existing document or exhibit having been Filed or to be Filed shall mean that document or exhibit, as it may thereafter be amended, modified or supplemented; unless otherwise specified, all references herein to "Articles" are references to Articles hereof or hereto; the words "herein," "hereof" and ''hereto'' refer to the Plan in its entirety rather than to a particular portion of the Plan; captions and headings to Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the interpretation hereof; the rules of construction set forth in section 102 of the Bankruptcy Code shall apply; and any term used in capitalized form herein that is not otherwise defined but that is used in the Bankruptcy Code or the Bankruptcy Rules shall have the meaning assigned to that term in the Bankruptcy Code or the Bankruptcy Rules, as the case may be.

The provisions of Bankruptcy Rule 9006(a) shall apply in computing any period of time prescribed or allowed hereby.

All references herein to monetary figures shall refer to currency of the United States of America, unless otherwise expressly provided.

B. *Exhibits*

Any Plan Supplement shall be Filed with the Clerk of the Bankruptcy Court not later than fourteen (14) days prior to the Confirmation Hearing or as otherwise directed by the Bankruptcy Court. The Plan and all exhibits to the Plan may be inspected in the office of the Clerk of the Bankruptcy Court during normal hours of operation of the Bankruptcy Court. Holders of Claims or Equity Interests may also obtain a copy of the Plan and exhibits, once Filed, by a written request sent to either of the following addresses:

Proskauer Rose LLP
Jeremy T. Stillings
70 West Madison St.
Suite 3800
Chicago, Illinois 60602-4342
Phone: (312) 962-3550

Life Fund Bankruptcy Administration
c/o The Garden City Group, Inc.
PO Box 9553
Dublin, OH 43017-4853
Phone: (800) 826-6412

ARTICLE II.

CLASSIFICATION AND TREATMENT OF CLAIMS AND EQUITY INTERESTS

A. *Summary of Classification and Treatment of Classified Claims and Equity Interests.*

This Plan substantively consolidates the Estates and, solely to the extent necessary, constitutes a separate chapter 11 plan of liquidation for each Debtor. Except for Administrative Claims and Priority Tax Claims, all Claims against and Equity Interests in the Debtors are placed in Classes for purposes of solicitation of votes to accept the Plan and Distribution.

The table below identifies Classes of Claims against and Equity Interests in the Debtors for all purposes, including voting, confirmation and Distribution pursuant hereto and pursuant to sections 1122 and 1123(a)(1) of the Bankruptcy Code. The Plan deems a Claim or Equity Interest to be classified in a particular Class only to the extent that the Claim or Equity Interest qualifies within the description of that Class and shall be deemed classified in a different Class to the extent that any remainder of such Claim or Equity Interest qualifies within the description of such different Class. A Claim or Equity Interest is in a particular Class only to the extent that any such Claim or Equity Interest is Allowed in that Class and has not been paid or otherwise settled prior to the Effective Date.

Class	Claim	Status	Voting Rights
1	Secured Claims	Unimpaired	Not Entitled to Vote
2	Unsecured Claims	Impaired	Entitled to Vote
3	Equity Interests	Impaired	Not Entitled to Vote

B. *Classification and Treatment of Claims and Equity Interests*

Secured Claims (Class 1)

(a) *Classification*: Class 1 consists of all Secured Claims.

(b) *Treatment:* Each holder of an Allowed Class 1 Secured Claim shall receive, in the sole discretion of the Chapter 11 Trustee or the Liquidating Trustee, as the case may be, in full satisfaction, settlement, release, extinguishment and discharge of such Claim: (i) Cash equal to the amount of such Allowed Secured Claim on or as soon as practicable after the later of (x) the Effective Date, (y) the date that such Secured Claim becomes Allowed, and (z) a date agreed to by the Chapter 11 Trustee or the Liquidating Trustee, as the case may be, and the holder of such Class 1 Secured Claim; (ii) treatment such that such Secured Claim is Reinstated; (iii) the Property securing such Secured Claim, with

any deficiency to result in an Unsecured Claim; or (iv) such other treatment on such other terms and conditions as may be agreed upon in writing by the holder of such Claim and the Chapter 11 Trustee or Liquidating Trustee, as the case may be, or as the Bankruptcy Court may order.

(c) *Voting*: Class 1 is not Impaired, and holders of Secured Claims are not entitled to vote to accept or reject the Plan.

Unsecured Claims (Class 2)

(a) *Classification*: Class 2 consists of Unsecured Claims.

(b) *Treatment:* The holders of Allowed Unsecured Clams shall receive their Pro Rata share of the assets and proceeds of the Liquidating Trust, after satisfaction of all Liquidating Trust Expenses, Allowed Administrative Claims, and Allowed Priority Tax Claims. Holders of Allowed Unsecured Claims who are determined to be victims of the Debtors' prepetition fraud (as described in the Disclosure Statement) will receive their Pro Rata share of amounts funded to the Investor Account by the United States Department of Justice or other parties who are contributing property that is not property of the Estates for distribution to creditors.

(c) *Voting*: Class 2 is Impaired, and holders of Unsecured Claims are entitled to vote to accept or reject the Plan.

Equity Interests (Class 3)

(a) *Classification:* Class 3 consists of Equity Interests.

(b) *Treatment:* Holders of Equity Interests shall neither receive nor retain any property under the Plan on account of such Equity Interests.

(c) *Voting:* Class 3 is Impaired, and holders of Equity Interests conclusively are deemed to reject the Plan.

C. *Special Provision Governing Unimpaired Claims*

Except as otherwise provided in the Plan, nothing under the Plan shall affect the Debtors' rights in respect of any Unimpaired Claim, including, without limitation, all rights in respect of legal and equitable defenses to or setoffs or recoupment against any such Unimpaired Claim.

D. *Right to Modify Plan*

To the extent that any Class votes to reject the Plan, the Chapter 11 Trustee further reserves the right to modify the Plan.

ARTICLE III.

UNCLASSIFIED CLAIMS

A. *Administrative Claims*

Time for Filing Administrative Claims

The holder of any Administrative Claim that is incurred, accrued or in existence prior to the Effective Date, other than an Allowed Administrative Claim, must File and serve on all parties required to receive such notice a request for the allowance of such Administrative Claim on or before the date that is twenty-eight (28) days after the Effective Date. Such request must comply with applicable sections of the Bankruptcy Code, the Bankruptcy Rules, and orders of the Bankruptcy Court, and must include: (a) the name of the holder of the Claim, (b) the amount of the Claim, and (c) the basis of the Claim. Failure to timely and properly file and serve an application for payment of an Administrative Claim may result in such Administrative Claim being forever barred and discharged. Objections to Administrative Claim applications must be filed and served pursuant to the Bankruptcy Rules and served on the requesting party and the Liquidating Trustee within twenty-eight (28) days after the filing of such application.

Allowance of Administrative Claims.

An Administrative Claim with respect to which a request for payment is required and has been properly filed pursuant to Article II of the Plan shall become an Allowed Administrative Claim only to the extent Allowed by a Final Order.

Payment of Administrative Claims

All Allowed Administrative Claims incurred, accrued or in existence prior to the Effective Date shall be paid in Cash: (1) on the Effective Date or as soon as practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as practicable thereafter); (2) if such Claim is Allowed after the Effective Date, on the date such Claim is Allowed or as soon as practicable thereafter; (3) at such time and upon such terms as may be agreed upon by such holder and the Chapter 11 Trustee or the Liquidating Trustee; or (4) at such time and upon such terms as set forth in any order of the Bankruptcy Court. Payment of Allowed Administrative Claims shall be made from the Liquidating Trust Account.

B. *Priority Tax Claims*

All Allowed Priority Tax Claims shall be paid on the later of: (1) the date the Priority Tax Claim becomes an Allowed Priority Tax Claim or (2) the date a Priority Tax Claim first becomes payable pursuant to any agreement between the Chapter 11 Trustee or the Liquidating Trustee and the holder of such Priority Tax Claim. At the sole option of the Liquidating Trustee, such holder of an Allowed Priority Tax Claim shall be entitled to receive, on account of such Priority Tax Claim, (i) Cash equal to the unpaid portion of such Allowed Priority Tax Claim, (ii) treatment in any other manner such that its Allowed Priority Tax Claim shall not be Impaired, including periodic payments on a quarterly basis over a period ending not later than five (5) years after the Petition Date, in accordance with the provisions of sections 511 and 1129(a)(9)(C) of the Bankruptcy Code, or (iii) such other treatment as to which the Chapter 11 Trustee or the

Liquidating Trustee and such holder shall have agreed upon in writing. Clause (iii) of the preceding sentence shall not be construed to avoid the need for Bankruptcy Court approval of a Priority Tax Claim when such Bankruptcy Court approval is otherwise required by the Bankruptcy Code. Payment of Allowed Priority Tax Claims shall be made from the Liquidating Trust Account.

ARTICLE IV.

MEANS FOR IMPLEMENTATION OF THE PLAN

A. *Substantive Consolidation of the Estates*

The Plan shall constitute a motion to substantively consolidate the Estates for all purposes, including voting on the Plan, classification of Claims and Equity Interests, and Distributions. As of the Effective Date, all Estates shall be deemed to be consolidated into the single Estate of Debtor Life Fund 5.1, LLC. As soon as practicable following the Effective Date, the Chapter 11 Trustee, the Liquidating Trustee, and the Clerk of the Court shall take all steps necessary to close the Chapter 11 Cases, other than the Chapter 11 Case of Life Fund 5.1, LLC, which shall remain open until closed in accordance with the terms of the Plan. The bases for substantive consolidation of the Estates is set forth in the Disclosure Statement.

B. *Appointment of a Liquidating Trustee*

As of the Effective Date, the Liquidating Trustee shall be authorized to take all actions consistent with the Plan, the Liquidating Trust Agreement, and applicable law.

C. *The Liquidating Trust*

Formation of the Liquidating Trust

On the Effective Date, the Liquidating Trust shall be established pursuant to the Liquidating Trust Agreement for the purposes of, among other things: (a) administering the Liquidating Trust Account and the Investor Account, (b) resolving all Disputed Claims, and (c) making all Distributions to the Beneficiaries provided for under the Plan. The Liquidating Trust is intended to qualify as a liquidating trust pursuant to United States Treasury Regulation Article 301.7701-4(d). The Liquidating Trust Creditor Panel shall be established and function as set forth in the Liquidating Trust Agreement.

Funding of the Liquidating Trust

On the Effective Date, the Chapter 11 Trustee shall transfer all Cash of the Estates to the Liquidating Trust Account and those funds shall vest automatically in the Liquidating Trust.

On the Effective Date, all other assets of the Estates, including, without limitation, all Avoidance Actions and other Claims, rights of setoff, and interests in any Policy, shall be deemed to be transferred to the Liquidating Trust. The Chapter 11 Trustee may, to the extent desirable or helpful, execute any contribution, assignment or other agreement memorializing the transfer of assets of the Estates to the Liquidating Trust. On and after the Effective Date, the Chapter 11 Trustee and the Liquidating Trustee shall take all steps necessary to transfer all

Policies and other assets of the Estates to the Liquidating Trust, provided, however, that such transfer shall not affect any rights, remedies, or defenses of the insurance companies that issued such Policies, whether such rights or defenses arise under a Policy or applicable law. Notwithstanding anything herein to the contrary, no transfer or deemed transfer of any Policy or other asset under the Plan shall impair or impede in any way the transfer of title to, or any interest in, any Policy approved by order of the Bankruptcy Court prior to the Effective Date and the Chapter 11 Trustee and / or the Liquidating Trustee may take or continue to take any steps necessary or helpful to effectuate any such transfer so authorized by order of the Bankruptcy Court.

The Plan shall be considered a motion pursuant to sections 105, 363 and 365 of the Bankruptcy Code for authority to effectuate the transfers and related actions set forth immediately above. The assets comprising the Liquidating Trust will be treated for tax purposes as being transferred by the Estates to the Beneficiaries pursuant to the Plan in exchange for their Allowed Claims and then by the Beneficiaries to the Liquidating Trust in exchange for beneficial interests in the Liquidating Trust. The Beneficiaries shall be treated as the grantors and owners of the Liquidating Trust. Upon the transfer of the assets to the Liquidating Trust, the Liquidating Trust shall succeed to all of the Debtors' and Estates' right, title and interest in the Liquidating Trust and neither the Debtors nor the Estates will have any further interest in or with respect to the Liquidating Trust.

Formation of the Investor Account

In advance of receipt of any funds to be distributed to holders of Allowed Unsecured Claims, the Liquidating Trustee may establish the Investor Account.

D. *Rights and Powers of the Liquidating Trustee*

The Liquidating Trustee shall be deemed the Estates' representative in accordance with section 1123 of the Bankruptcy Code and shall have the powers of a trustee under sections 704 and 1106 of the Bankruptcy Code and the rights and powers set forth in the Plan and the Liquidating Trust Agreement, including, without limitation, but subject to consultation to the Liquidating Trust Creditor Panel and authority of the Bankruptcy Court as set forth in the Liquidating Trust Agreement, the rights to: (1) effect all actions and execute all agreements, instruments and other documents necessary to implement the provisions of the Plan and the Liquidating Trust Agreement; (2) establish and administer the Liquidating Trust Account, the Investor Account, and any necessary reserves for Disputed Claims or other Claims; (3) object to Disputed Claims and prosecute, settle, compromise, withdraw or resolve in any manner approved by the Bankruptcy Court such objections; (4) employ and compensate professionals and other agents, *provided*, *however*, that any such compensation shall be made only out of the assets of the Liquidating Trust, to the extent not inconsistent with the status of the Liquidating Trust as a liquidating trust within the meaning of Treas. Reg. § 301.7701-4(d) for federal income tax purposes; (5) conduct examinations in accordance with Bankruptcy Rules 2004 or 7001 *et. seq.* or otherwise in accordance with applicable law; (6) file customary quarterly reports with the Bankruptcy Court within forty-five (45) days of the end of the applicable quarterly period and serve copies of such reports on Persons requesting notice thereof; (7) pay quarterly fees when due to the Office of the U.S. Trustee until the earliest to occur of the Chapter 11 Cases being closed, converted or dismissed; (8) use assets of the Liquidating Trust to administer and maintain

Policies, including, without limitation, to pay costs of insurance and to retain Professionals as he deems necessary to service or otherwise maintain and administer the Policies; and (9) sell, abandon, allow to lapse or otherwise use Policies.

The Plan shall be considered a motion for authority to destroy and/or abandon property of the Estates. Without further order of the Bankruptcy Court (other than the Confirmation Order), the Liquidating Trustee may: (i) in his sole and absolute discretion, retain or destroy documents, files and records of the Estates; and (ii) abandon property of the Estates that he deems burdensome or of immaterial value to the Estates or the Liquidating Trust.

E. *Fees and Expenses of the Liquidating Trust*

Liquidating Trust Expenses incurred on or after the Effective Date may be paid by the Liquidating Trustee from the Liquidating Trust in accordance with the Liquidating Trust Agreement without further order of the Bankruptcy Court.

F. *Reports to Be Filed by the Liquidating Trustee*

The Liquidating Trustee shall File quarterly reports regarding the liquidation or other administration of property comprising the Liquidating Trust, the Distributions made by it and other matters related to the Liquidating Trust. In addition, the Liquidating Trust is authorized to file tax returns as a grantor trust pursuant to United States Treasury Regulation Article 1.671-4(a).

G. *Termination of the Chapter 11 Trustee*

On the Effective Date, the authority, power and incumbency of the Chapter 11 Trustee and Professionals retained by the Chapter 11 Trustee shall be terminated, other than as necessary to satisfy any obligations arising under or in connection with the implementation or effectiveness of the Plan and with respect to applications Filed pursuant to sections 330 and 331 of the Bankruptcy Code.

H. *Term of Injunctions or Stays*

Unless otherwise provided, all injunctions or stays provided for in the Chapter 11 Cases pursuant to sections 105 or 362 of the Bankruptcy Code, or otherwise, and in existence on the Confirmation Date, shall remain in full force and effect until the Chapter 11 Cases are closed.

I. *Cancellation of Equity Interests*

On the Effective Date, Equity Interests shall be deemed automatically canceled, shall be of no further force, whether surrendered for cancellation or otherwise, and the obligations of the Debtors and Estates thereunder or in any way related thereto shall be discharged.

ARTICLE V.

PROVISIONS GOVERNING DISTRIBUTIONS

A. *Distributions to Holders of Unsecured Claims*

After satisfaction in full or the establishment of adequate reserves for all Administrative Claims, Priority Tax Claims, and Secured Claims, the Liquidating Trustee shall make any initial and subsequent Distributions to Beneficiaries at his sole and absolute discretion. Notwithstanding the foregoing, if the balance of the Liquidating Trust Account (net of reserves for Disputed Claims, Administrative Claims, Priority Tax Claims, Secured Claims and Liquidating Trust Expenses) becomes equal or greater to $1 million, then the Liquidating Trustee shall make a Distribution to holders of Allowed Unsecured Claims. In connection with any Distribution, the Liquidating Trustee shall establish and maintain adequate reserves for Disputed Claims, Administrative Claims, Priority Tax Claims, and Secured Claims. In connection with each Distribution, the Liquidating Trustee shall withhold amounts sufficient to pay for Liquidating Trust Expenses.

B. *Distributions From the Investor Account to Certain Holders of Unsecured Claims*

After consultation with the United States Department of Justice or any other party funding such amounts, and otherwise as soon as practicable after the Liquidating Trustee receives funds into the Investor Account, the Liquidating Trustee shall (1) establish and maintain adequate reserves for Disputed Unsecured Claims and (2) in any manner agreed upon with the United States Department of Justice or any other party funding the amounts to be distributed from the Investor Account, distribute the balance of the Investor Account to holders of Allowed Unsecured Claims. As soon as practicable after a Disputed Unsecured Claim becomes an Allowed Unsecured Claim, the Liquidating Trustee shall distribute all amounts in the Investor Account subject to reserve on account of such previously Disputed Claim (if any) to the holder of such Allowed Unsecured Claim.

C. *Reserves*

Establishment of Reserves for Liquidating Trust Expenses and Claims

Prior to making any Distribution to holders of Allowed Unsecured Claims from the Liquidating Trust Account or the Investor Account, the Liquidating Trustee may establish one or more reserves for Liquidating Trust Expenses, Administrative Claims, Priority Tax Claims, Secured Claims, and/or Disputed Claims, which reserve(s) shall be administered by the Liquidating Trustee. The Liquidating Trustee shall reserve in Cash or other property for Distribution on account of any Claim so reserved the full asserted amount (or such lesser amount as may be reasonably estimated by the Liquidating Trustee) of such Claim or expense.

Maintenance of Reserves

To the extent that the property placed in a reserve consists of Cash, that Cash shall be deposited or maintained in an account authorized by US Trustee Guidelines. The Liquidating Trust shall hold property in such reserves in trust for the benefit of the holders of Claims ultimately determined to be Allowed. Each reserve shall be closed and extinguished by the

Liquidating Trustee when all Distributions and other dispositions of Cash or other property required to be made hereunder will have been made in accordance with the terms of the Plan. Upon closure of a reserve, all Cash or other property held in that reserve shall revest in and become the property of the Liquidating Trust. All funds or other property that vest or revest in the Liquidating Trust pursuant to this paragraph shall be (a) used to pay the fees and expenses of the Liquidating Trust, and (b) thereafter distributed to holders of Allowed Claims in accordance with the Plan.

D. *Record Date for Distributions*

The Liquidating Trustee shall use the Record Date in making Distributions.

E. *Delivery of Distributions*

General Provisions; Undeliverable Distributions

Subject to Bankruptcy Rule 9010 and except as otherwise provided herein, Distributions to the holders of Allowed Claims shall be made by the Liquidating Trust at (a) the address of each holder as set forth in the Schedules, unless superseded by the address set forth on proofs of Claim filed by such holder, (b) the last known address of such holder if no proof of Claim is filed or if the Chapter 11 Trustee has been notified in writing of a change of address, or (c) otherwise at the direction of a holder of such Claim, including as directed on any ballot casting a vote for or against the Plan. If any Distribution is returned as undeliverable, the Liquidating Trust may, in its discretion, make such efforts to determine the current address of the holder of the Claim.

Unclaimed Property

Except with respect to property not Distributed because it is being held in a reserve, Distributions that are not claimed by the expiration of one year from any Distribution shall be deemed to be unclaimed property under section 347(b) of the Bankruptcy Code and shall vest or revest in the Liquidating Trust, and the Claims with respect to which those Distributions are made shall be automatically canceled. After the expiration of that one-year period, the Claim of any Entity to those Distributions shall be discharged and forever barred. Nothing contained in the Plan shall require the Liquidating Trustee to attempt to locate any holder of an Allowed Claim. All funds or other property that vests or revests in the Liquidating Trust pursuant to this section shall be distributed by the Liquidating Trustee to the other holders of Allowed Claims in accordance with the provisions of the Plan or the Liquidating Trust Agreement.

F. *Manner of Cash Payments Under the Plan*

Cash payments made pursuant to the Plan shall be in United States dollars by checks drawn on a domestic bank selected by the Liquidating Trust or by wire transfer from a domestic bank, at the option of the Liquidating Trustee.

G. *Compliance with Tax Requirements*

In connection with making Distributions under this Plan, to the extent applicable, the Liquidating Trustee shall comply with all tax withholding and reporting requirements imposed on it by any governmental unit, and all Distributions pursuant to this Plan shall be subject to such

withholding and reporting requirements. The Liquidating Trustee may withhold the entire Distribution due to any holder of an Allowed Claim until such time as such holder provides the necessary information to comply with any withholding requirements of any governmental unit. Any property so withheld will then be paid by the Liquidating Trustee to the appropriate authority. If the holder of an Allowed Claim fails to provide the information necessary to comply with any withholding requirements of any governmental unit within six months from the date of first notification to the holder of the need for such information or for the Cash necessary to comply with any applicable withholding requirements, then such holder's Distribution shall be treated as an undeliverable Distribution in accordance with the Plan.

H. *Interest on Claims*

Except as specifically provided for in the Confirmation Order, interest shall not accrue on Claims and no holder of a Claim shall be entitled to interest accruing on or after the Petition Date on any Claim. Interest shall not accrue or be paid on any Disputed Claim in respect of the period from the Petition Date to the date a final Distribution is made thereon if and after that Disputed Claim becomes an Allowed Claim. Except as expressly provided in a Final Order of the Bankruptcy Court, no prepetition Claim shall be Allowed to the extent that it is for postpetition interest or other similar charges.

ARTICLE VI.

DISPUTED CLAIMS

A. *No Distribution Pending Allowance*

Notwithstanding any other provision of the Plan, the Liquidating Trustee shall not Distribute any Cash or other property on account of any Disputed Claim unless and until such Claim becomes Allowed.

B. *Resolution of Disputed Claims.*

Unless otherwise ordered by the Bankruptcy Court after notice and a hearing, the Liquidating Trustee shall have the right to the exclusion of all others (except as to the Professionals' applications for allowances of compensation and reimbursement of expenses under sections 330 and 503 of the Bankruptcy Code) to make, File, prosecute, settle, compromise, withdraw or resolve in any manner approved by the Bankruptcy Court, objections to Claims. The costs of pursuing the objections to Claims shall be borne by the Liquidating Trust.

C. *Objection Deadline*

All objections to Disputed Claims shall be Filed and served upon the holders of each such Claim not later than the Claims Objection Bar Date, unless otherwise ordered by the Bankruptcy Court after notice and a hearing.

D. *Estimation of Claims.*

At any time, (a) prior to the Effective Date, the Chapter 11 Trustee, and (b) subsequent to the Effective Date, the Liquidating Trustee, may request that the Bankruptcy Court estimate any contingent or unliquidated Claim to the extent permitted by section 502(c) of the Bankruptcy Code regardless of whether any Entity previously objected to such Claim or whether the Court ruled on any such objection. If the Bankruptcy Court estimates any contingent or unliquidated Claim, that estimated amount shall constitute either the Allowed amount of such Claim or a maximum limitation on the Claim, as determined by the Bankruptcy Court. If the estimated amount constitutes a maximum limitation on the Claim, the Chapter 11 Trustee or the Liquidating Trustee, as applicable, may elect to pursue supplemental proceedings to object to the ultimate allowance of the Claim. All of the aforementioned Claims objection, estimation and resolution procedures are cumulative and not exclusive of one another. Claims may be estimated and subsequently compromised, settled, withdrawn or resolved by any mechanism approved by the Bankruptcy Court.

E. *Compromise and Allowance of Claims.*

Without approval of the Bankruptcy Court, the Liquidating Trustee is authorized to compromise any Unsecured Claim or Secured Claim in any amount that is less than the Scheduled or Filed amount of such Claim.

F. *Disallowance of Claims.*

Except as set forth on **Exhibit C** to the Plan or as otherwise agreed by the Liquidating Trustee or the Chapter 11 Trustee, as applicable, any and all proofs of Claim Filed or asserted after the applicable Bar Date shall be deemed disallowed and expunged as of the Effective Date without any further notice to or action, order or approval of the Bankruptcy Court, and holders of such Claims may not receive any Distributions on account of such Claims, unless on or before the Confirmation Hearing the Bankruptcy Court has entered an order deeming such Claim to be timely filed. Notwithstanding the foregoing or anything herein to the contrary, the Claims identified on **Exhibit C** to the Plan shall not be subject to any objection on the basis of being filed after the applicable Bar Date, provided, however, that any party in interest with standing to object to such Claims may so object on any and all bases other than such Claims being filed after the applicable Bar Date.

ARTICLE VII.

PRESERVATION OF CAUSES OF ACTION AND RIGHT TO DEFEND AND CONTEST

A. *Preservation of Rights*

Except to the extent that any Claim is Allowed during the Chapter 11 Cases or expressly by this Plan, nothing, including, but not limited to, the failure of the Chapter 11 Trustee or the Liquidating Trustee to object to a Claim or Equity Interest for any reason shall affect, prejudice, diminish or impair the rights and legal and equitable defenses of the Estates, the Chapter 11

Trustee or the Liquidating Trustee with respect to any Claim or Equity Interest, including, but not limited to, all rights of the Estates, the Chapter 11 Trustee or Liquidating Trustee to contest or defend themselves against such Claims or Equity Interests in any lawful manner or forum when and if such Claim or Equity Interest is sought to be enforced by the holder thereof.

B. *Causes of Action*

Except as otherwise provided in the Plan, on the Effective Date all Causes of Action (including, without limitation, Avoidance Actions) shall automatically be preserved and will vest in the Liquidating Trust. Pursuant to section 1123(b)(3) of the Bankruptcy Code, the Liquidating Trustee will have the exclusive right to enforce and prosecute such Causes of Action against any Entity, other than those expressly released or compromised as part of or pursuant to the Plan.

C. *Setoffs*

Except to the extent that any Claim is Allowed, the Chapter 11 Trustee or the Liquidating Trustee, as applicable, may, but shall not be required to, set off against any Claims and the payments or distributions to be made pursuant to the Plan in respect of such Claims, any and all debts, liabilities, Causes of Action and claims of every type and nature whatsoever which the Estates or the Liquidating Trust may have, but neither the failure to do so nor the allowance of any such Claims, whether pursuant to the Plan or otherwise, shall constitute a waiver or release by the Estates or the Liquidating Trust of any such claims or Causes of Action the Estates may have against such parties, and all such claims and Causes of Action which are not expressly released pursuant to the Plan shall be reserved by the Estates and transferred to the Liquidating Trust.

D. *No Payment or Distribution Pending Allowance*

All references to Claims and amounts of Claims refer to the amount of the Claim Allowed by agreement of the Chapter 11 Trustee or Liquidating Trustee and the holder of such Claim, by operation of law, by Final Order, or by this Plan. Notwithstanding any other provision in the Plan, no payment or distribution shall be made on account of or with respect to any Claim to the extent it is a Disputed Claim unless and until the Disputed Claim becomes an Allowed Claim.

ARTICLE VIII.
TREATMENT OF EXECUTORY CONTRACTS AND UNEXPIRED LEASES

A. *Rejection of Executory Contracts and Unexpired Leases*

The Plan shall constitute a motion to reject all executory contracts and unexpired leases not previously assumed or rejected by Final Order, and the Estates shall have no further liability thereunder. The entry of the Confirmation Order by the Bankruptcy Court shall constitute approval of any such rejections pursuant to sections 365(a) and 1123 of the Bankruptcy Code.

B. *Claims Based on Rejection of Executory Contracts or Unexpired Leases*

Claims created by the rejection of executory contracts and unexpired leases pursuant to Article VIII.A of the Plan, or the expiration or termination of any executory contract or unexpired lease prior to the Effective Date, must be Filed with the Bankruptcy Court and served on the Liquidating Trustee no later than thirty (30) days after the Effective Date. Any Claims arising from the rejection of an executory contract or unexpired lease pursuant to Article VIII.A for which proofs of Claim are not timely Filed will be forever barred from assertion against the Debtors, the Estates, the Chapter 11 Trustee, the Liquidating Trust, the Liquidating Trustee and their successors and assigns, and their assets and properties, unless otherwise ordered by the Bankruptcy Court or as otherwise provided herein. All such Claims shall, as of the Effective Date, be subject to the discharge and permanent injunction set forth in the Plan. Unless otherwise ordered by the Bankruptcy Court, all such Claims that are timely filed as provided herein shall be treated as Unsecured Claims under the Plan and shall be subject to the provisions of Article III of the Plan.

ARTICLE IX.

CONDITIONS PRECEDENT TO THE EFFECTIVE DATE

A. *Conditions Precedent to the Effective Date*

The following are conditions precedent to the Effective Date that must be satisfied or waived:

(i) The Confirmation Order has become a Final Order.

(ii) The Confirmation Order shall be in full force and effect.

(iii) The Chapter 11 Trustee shall transfer all Cash of the Estates to the Liquidating Trust Account.

Notwithstanding the foregoing, the Chapter 11 Trustee reserves, in its sole discretion, the right to waive the occurrence of any condition precedent to the Effective Date or to modify any of the foregoing conditions precedent. Any such written waiver of a condition precedent set forth in this Article may be effected at any time, without notice, without leave or order of the Bankruptcy Court, and without any formal action other than proceeding to consummate the Plan. Any actions required to be taken on the Effective Date shall take place and shall be deemed to have occurred simultaneously, and no such action shall be deemed to have occurred prior to the taking of any other such action.

ARTICLE X.

RELEASE, INJUNCTIVE AND RELATED PROVISIONS

A. *Compromise and Settlement*

Pursuant to section 363 of the Bankruptcy Code and Bankruptcy Rule 9019, and in consideration for the Distributions and other benefits provided pursuant to the Plan, the

provisions of the Plan shall constitute a good faith compromise of all Claims and Equity Interests. The entry of the Confirmation Order shall constitute the Bankruptcy Court's approval of the compromise or settlement of all Claims and Equity Interests, as well as a finding by the Bankruptcy Court that such compromise or settlement is fair, equitable, reasonable and in the best interests of the Debtors, the Estates and holders of Claims and Equity Interests.

B. *Exculpation*

The Exculpated Parties and any property of the Exculpated Parties will not have or incur any liability to any Person for any act taken or omission occurring on or after the Petition Date or for any and all Claims and Causes of Action arising on or after the Petition Date, in connection with or related to the Estates or the Liquidating Trust, including, but not limited to, (i) the commencement and administration of the Chapter 11 Cases, (ii) the operation of the business of the Debtors or administration of the Estates during the pendency of the Chapter 11 Cases, including, but not limited to, the sale of Policies or other assets of the Estates, (iii) formulating, negotiating, preparing, disseminating, soliciting, implementing, administering, confirming or consummating the Plan, the Disclosure Statement, Liquidating Trust Agreement, or any other contract, instrument, release or other agreement or document created or entered into in connection with the Plan or any other post petition act taken or omitted to be taken in connection with the administration of the Estates; (iv) submission of and statements made in, the Disclosure Statement or any contract, instrument, release or other agreement or document entered into, or any action taken or omitted to be taken in connection with the Plan; or (v) any Distributions made pursuant to the Plan, except for acts constituting willful misconduct, gross negligence, or fraud and in all respects such parties shall be entitled to rely upon the advice of counsel with respect to their duties and responsibilities under the Plan. The entry of the Confirmation Order shall constitute a determination by the Court that the Exculpated Parties shall have acted in good faith and in compliance with the applicable provisions of the Bankruptcy Code, pursuant to, among other provisions of law, sections 1125(e) and 1129(a)(3) of the Bankruptcy Code, with respect to the foregoing, provided, further, that the foregoing provisions of the Plan shall not apply to any acts, omissions, Claims, Causes of Action or other obligations expressly set forth in and preserved by the Plan or Plan Supplement or any defenses thereto.

C. *Injunction*

All Persons who have held, hold, or may hold Equity Interests in the Debtors or Claims against the Estates shall, with respect to any such Equity Interests or Claims, be permanently enjoined from and after the Effective Date, from taking any of the following actions (other than actions to enforce any rights or obligations under the Plan, including, without limitation, rights or obligations arising under the Trust Agreement): (i) commencing, conducting, or continuing in any manner, directly or indirectly, any suit, action or other proceeding of any kind (including, without limitation, any proceeding in a judicial, arbitral, administrative or other forum) against or affecting the Estates, Chapter 11 Trustee, the Liquidating Trust, the Liquidating Trustee, or any of their respective Representatives or property; (ii) enforcing, levying, attaching (including, without limitation, any pre-judgment attachment), collecting or otherwise recovering by any manner or means, whether directly or indirectly, any judgment, award, decree or order against the Estates, the Chapter 11 Trustee, the Liquidating Trust, the Liquidating Trustee, or any of their respective Representatives or property; (iii) creating, perfecting or otherwise enforcing in

any manner, directly or indirectly, any encumbrance of any kind against the Estates, the Chapter 11 Trustee, the Liquidating Trust, the Liquidating Trustee, or any of their Representatives or property; (iv) asserting any right of setoff, directly or indirectly, against any obligation due the Estates, the Chapter 11 Trustee, the Liquidating Trust, the Liquidating Trustee, or any of their property, except as contemplated or allowed by the Plan or the Confirmation Order; (v) acting or proceeding in any manner, in any place whatsoever, that does not conform to or comply with the provisions of the Plan; (vi) pursuing, prosecuting, or recovering proceeds on account of my claims belonging to transferred to, or conferred upon the Liquidating Trust (or which will belong to, be transferred to, or conferred upon the Liquidating Trust on the Effective Date) and (vii) prosecuting or otherwise asserting any right, claim, or cause of action released pursuant to the Plan.

D. *Releases of Liens*

Except as otherwise provided in the Plan or in any contract, instrument, release or other agreement or document created pursuant to the Plan, on the Effective Date, all mortgages, deeds of trust, liens, pledges or other security interests against property of the Estates shall be fully released and discharged and all of the right, title and interest of any holder of such mortgages, deeds of trust, liens, pledges or other security interest shall revert to the Liquidating Trustee.

ARTICLE XI.

RETENTION OF JURISDICTION

Notwithstanding the entry of the Confirmation Order and the occurrence of the Effective Date, the Bankruptcy Court shall, after the Effective Date, retain such jurisdiction over the Chapter 11 Cases and all Entities with respect to all matters related to the Chapter 11 Cases, the Debtors and the Plan as is legally permissible.

ARTICLE XII.

MISCELLANEOUS PROVISIONS

A. *Final Fee Applications*

The deadline for Professionals to File applications for payment of Fee Claims shall be twenty-eight (28) days after the Effective Date.

B. *Payment of Statutory Fees*

All fees payable pursuant to Article 1930 of title 28 of the United States Code after the Effective Date, as determined by the Bankruptcy Court at a hearing pursuant to section 1128 of the Bankruptcy Code, shall be paid prior to the closing of the Chapter 11 Cases on the earlier of when due or the Effective Date, or as soon thereafter as practicable.

C. *Modification of Plan*

Subject to the limitations contained in the Plan: (1) the Chapter 11 Trustee reserves the right, in accordance with the Bankruptcy Code and the Bankruptcy Rules, to amend or modify the Plan prior to the entry of the Confirmation Order, including amendments or modifications to satisfy section 1129(b) of the Bankruptcy Code; and (2) after the entry of the Confirmation Order, the Liquidating Trustee, as the case may be, may, upon order of the Bankruptcy Court, amend or modify the Plan, in accordance with section 1127(b) of the Bankruptcy Code, or remedy any defect or omission or reconcile any inconsistency in the Plan in such manner as may be necessary to carry out the purpose and intent of the Plan.

D. *Revocation of Plan*

The Chapter 11 Trustee reserves the right to revoke or withdraw the Plan prior to the entry of the Confirmation Order and to File subsequent chapter 11 plans. If the Chapter 11 Trustee revokes or withdraws the Plan or if entry of the Confirmation Order or the Effective Date does not occur, then the Plan shall be null and void in all respects.

E. *Successors and Assigns*

The rights, benefits and obligations of any Entity named or referred to herein shall be binding on, and shall inure to the benefit of, any heir, executor, administrator, successor or assign of such Entity.

F. *Governing Law*

Except to the extent that the Bankruptcy Code or Bankruptcy Rules apply, and subject to the provisions of any contract, instrument, release, or other agreement or document entered into in connection herewith, the rights and obligations arising hereunder shall be governed by, and construed and enforced in accordance with, the laws of the state of Illinois, without giving effect to the principles of conflict of laws thereof.

G. *Reservation of Rights*

Except as expressly set forth herein, the Plan shall have no force or effect unless and until the Bankruptcy Court enters the Confirmation Order. Neither the filing of the Plan, any statement or provision contained herein, nor the taking of any action by the Chapter 11 Trustee or any Entity with respect to the Plan shall be or shall be deemed to be an admission or waiver of any rights of: (1) the Estates, the Chapter 11 Trustee or the Liquidating Trustee with respect to the holders of Claims or Equity Interests or other parties-in-interest; or (2) any holder of a Claim or other party-in-interest prior to the Effective Date.

H. *Article 1146 Exemption*

Pursuant to section 1146(a) of the Bankruptcy Code, any transfers of property pursuant hereto shall not be subject to any stamp tax or other similar tax or governmental assessment in the United States, and the Confirmation Order shall direct the appropriate state or local governmental officials or agents to forego the collection of any such tax or governmental

assessment and to accept for filing and recordation instruments or other documents pursuant to such transfers of property without the payment of any such tax or governmental assessment.

I. *Section 1125(e) Good Faith Compliance*

The Chapter 11 Trustee and his Representatives shall be deemed to have acted in "good faith" under section 1125(e) of the Bankruptcy Code.

J. *Further Assurances*

The Chapter 11 Trustee, the Liquidating Trustee, all holders of Claims receiving Distributions hereunder and all other parties in interest shall, from time to time, prepare, execute and deliver any agreements or documents and take any other actions as may be necessary or advisable to effectuate the provisions and intent of the Plan or the Confirmation Order.

K. *Final Decree*

The Plan shall serve as a motion for a Final Decree for each of the Chapter 11 Cases other than the Chapter 11 Case of Debtor Life Fund 5.1, LLC. Subsequent to the Effective Date and the Distributions and any other actions required under the Plan, counsel to the Liquidating Trustee shall file a certification of counsel requesting the entry of a Final Decree for the chapter 11 case of Debtor Life Fund 5.1, LLC.

L. *Service of Documents*

Any pleading, notice or other document required by the Plan to be served on or delivered to the Chapter 11 Trustee or the Liquidating Trustee shall be sent by first class U.S. mail, postage prepaid as follows:

PROSKAUER ROSE LLP
Jeremy T. Stillings
70 W. Madison St.
Suite 3800
Chicago, IL 60602
Phone: (312) 962-3550
Facsimile: (312) 962-3551

M. *Filing of Additional Documents*

On or before the Effective Date, the Chapter 11 Trustee may File with the Bankruptcy Court all agreements and other documents that may be necessary or appropriate to effectuate and further evidence the terms and conditions hereof.

N. *No Stay of Confirmation Order*

The Confirmation Order shall contain a waiver of any stay of enforcement otherwise applicable, including pursuant to Bankruptcy Rules 3020(e) and 7062.

Dated: _____ __, 2011

PROSKAUER ROSE LLP
Jeremy T. Stillings (IL 06279868)
70 W. Madison St.
Suite 3800
Chicago, IL 60602
Phone: (312) 962-3550
Facsimile: (312) 962-3551

Counsel for Chapter 11 Trustee

Chapter 11 Trustee

*/s/ Jeff Marwil*_____

Jeff Marwil

EXHIBIT A

Glossary of Defined Terms

Unless the context otherwise requires, the following terms shall have the following meanings when used in capitalized form herein:

"Administrative Claim" means a Claim against a Debtor or an Estate for payment or reimbursement of an administrative expense under section 503 of the Bankruptcy Code that is entitled to priority under section 507(a)(2) of the Bankruptcy Code, including, without limitation: (a) actual, necessary costs and expenses, incurred after the Petition Date, of preserving the Estates; (b) Fee Claims and all other claims for compensation or reimbursement of expenses to the extent allowed by the Bankruptcy Court under the Bankruptcy Code; (c) all fees and charges assessed against the Estate under the Bankruptcy Code; and (d) all other claims entitled to administrative priority claim status pursuant to a Final Order.

"Allowed" means: (a) any Claim for which the amount has been determined by an Order of the Bankruptcy Court or by stipulation or agreement with the Chapter 11 Trustee or the Liquidating Trustee and, if necessary, approved by the Bankruptcy Court; (b) any Claim scheduled by the Debtors, but not scheduled as disputed, unliquidated or contingent, that has not been superseded by a filed proof of claim; or (c) any timely asserted Claim as to which no objection has been Filed by the Claims Objection Bar Date.

"Avoidance Actions" means any and all avoidance, recovery, subordination or other actions or remedies that may be brought on behalf of the Debtors or their Estates under the Bankruptcy Code or applicable non bankruptcy law, including, without limitation, actions or remedies under sections 510, 542, 543, 544, 545, 547, 548, 549, 550, 551, 552, 553(b) and 724(a) of the Bankruptcy Code.

"Bankruptcy Code" means title 11 of the United States Code, and applicable portions of titles 18 and 28 of the United States Code.

"Bankruptcy Court" means the United States Bankruptcy Court for the Northern District of Illinois.

"Bankruptcy Rule(s)" means the Federal Rules of Bankruptcy Procedure and/or the local rules of the Bankruptcy Court, as they have been or may hereafter be amended.

"Bar Date Order" means the Order Establishing August 31, 2010 Deadline to File Proofs of Claim and Granting Related Relief [Docket No. 397].

"Beneficiaries" means holders of Allowed Claims entitled to receive Distributions from the Liquidating Trust under the Plan, whether or not such Claims were Allowed Claims on the Effective Date.

"Business Day" means any day, other than a Saturday, Sunday or "legal holiday" (as defined in Bankruptcy Rule 9006(a)).

"Cash" means legal tender of the United States of America or the equivalent thereof.

"Causes of Action" means all claims, actions, causes of action, chooses in action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, remedies, rights of set off, third party claims, subrogation claims, contribution claims, reimbursement claims, indemnity claims, counterclaims and crossclaims of any of the Debtors and/or the Estates.

"Chapter 11 Cases" means the chapter 11 cases commenced when the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code on the Petition Date.

"Chapter 11 Trustee" means Jeff Marwil, not individually, but solely in his capacity as elected chapter 11 trustee to the Estates and, where applicable, his predecessor Patrick Collins, not individually, but solely in his capacity as chapter 11 trustee to the Estates.

"Claim" means a "claim" (as that term is defined in section 101(5) of the Bankruptcy Code) against a Debtor.

"Claims Objection Bar Date" means the bar date for objecting to proofs of claim, which shall be one hundred and twenty (120) days after the Effective Date; provided, however, that the Liquidating Trustee may seek additional extensions of this date from the Bankruptcy Court.

"Class" means a category of holders of Claims or Equity Interests as set forth in the Plan pursuant to section 1122(a) of the Bankruptcy Code.

"Confirmation Date" means the date on which the Confirmation Order is entered by the Bankruptcy Court.

"Confirmation Hearing" means collectively, the hearing or hearings held by the Bankruptcy Court on confirmation of the Plan, as such hearing or hearings may be continued from time to time.

"Confirmation Order" means the order of the Bankruptcy Court confirming the Plan pursuant to section 1129 of the Bankruptcy Code.

"Debtors" means Life Fund 5.1, LLC, Life Fund 5.2, LLC, A&O Life Fund, LLC, A&O Resource Management, Ltd., A&O Bonded Life Settlements, LLC, A&O Bonded Life Assets, LLC, and Houston Tanglewood Partners, LLC.

"Disclosure Statement" means the disclosure statement for the Plan, prepared and distributed in accordance with the Bankruptcy Code, Bankruptcy Rules and any other applicable law, as it is amended, supplemented or modified from time to time.

"Disputed" means, with respect to any Claim: (a) listed on the Schedules as unliquidated, disputed or contingent, unless a proof of Claim has been timely Filed; (b) as to which a timely objection or request for estimation in accordance with the Bankruptcy Code and the Bankruptcy Rules has been interposed; or (c) as otherwise disputed in accordance with applicable law, which objection, request for estimation or dispute has not been withdrawn or determined by a Final Order.

"Distributions" means the distributions of Cash and beneficial interests in the Liquidating Trust to be made to Beneficiaries in accordance with the Plan and/or the Liquidating Trust Agreement.

"Effective Date" means the first Business Day after the entry of the Confirmation Order on which: (a) the Confirmation Order is a Final Order; and (b) all conditions precedent to effectiveness specified in the Plan have been satisfied or waived.

"Entity" means an "entity" (as that term is defined in section 101(15) of the Bankruptcy Code).

"Equity Interest" means any equity interest in a Debtor that existed immediately prior to the Petition Date.

"Estates" means the estates of the Debtors created on the Petition Date by operation of section 541 of the Bankruptcy Code.

"Exculpated Parties" means the Chapter 11 Trustee, Patrick Collins, not individually, but solely as predecessor in interest to the Chapter 11 Trustee, and their respective Representatives (collectively and each in his, her, or its individual capacity as such).

"Fee Claim" means a Claim against a Debtor by a Professional or any other party pursuant to section 327, 328, 330, 331, 363, 503(b) or 1103 of the Bankruptcy Code or otherwise for compensation for services rendered or reimbursement of costs, expenses, or other charges incurred after the Petition Date and prior to and including the Effective Date.

"File, Filed or Filing" means file, filed or filing with the Bankruptcy Court, the clerk of the Bankruptcy Court, or its authorized designee in the Chapter 11 Cases.

"Final Decree" means the order entered pursuant to section 350 of the Bankruptcy Code and Bankruptcy Rule 3022 closing the Chapter 11 Cases.

"Final Order" means an order or judgment of the Bankruptcy Court, or other court of competent jurisdiction with respect to the subject matter, which has not been reversed, stayed, modified or amended, and as to which the time to appeal, petition for certiorari or move for reargument or rehearing has expired and no appeal or petition for certiorari has been timely taken, or as to which any appeal that has been taken or any petition for certiorari that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari was sought or has otherwise been dismissed with prejudice.

"General Bar Date" means August 31, 2010, the deadline for Filing proofs of claim with respect to all Claims that arose prior to the Petition Date, as established in the Bar Date Order.

"Impaired" means, with respect to a Claim, Equity Interest, or Class of Claims or Equity Interests, "impaired" within the meaning of sections 1123(a)(4) and 1124 of the Bankruptcy Code.

"Investor Account" means a sub-account of the Liquidating Trust that may be established by the Liquidating Trustee to hold and Distribute to holders of certain Unsecured Claims Cash funded by the United States Department of Justice, the United States Attorney or other state or federal government agencies on account of criminal or other proceedings related to the Debtors' activities prior to commencement of the Chapter 11 Cases.

"Liability" means any Claim, indebtedness, lien, expense, commitment, duties, responsibilities, assessments, penalties, damages, losses, suits, options, licenses, obligation or other liability, whether or not absolute, accrued, mature, contingent, liquidated, known, suspected, fixed or otherwise, and including all costs and expenses related thereto.

"Liquidating Trust" means the Entity described in the Plan that will, as of the Effective Date, succeed to all of the Cash, accounts and other assets of the Estates subject to the terms of Plan and the Liquidating Trust Agreement.

"Liquidating Trust Account" means an account of the Liquidating Trust that will hold all Cash of the Liquidating Trust other than any cash held in the Investor Account.

"Liquidating Trust Agreement" means that certain agreement establishing and delineating the terms and conditions of the Liquidating Trust, substantially in the form attached to the Plan as **Exhibit B**.

"Liquidating Trust Creditor Panel" means the body of the same name described in the Liquidating Trust Agreement.

"Liquidating Trust Expenses" means the reasonable expenses of the Liquidating Trust and the Liquidating Trustee.

"Liquidating Trustee" means Jeff Marwil, not individually, but solely as the trustee of the Liquidating Trust, or any of his successors and assigns.

"Petition Date" means September 2, 2009, the date on which the Chapter 11 Cases commenced.

"Person" means any individual, corporation, partnership, limited liability company, association, indenture trustee, estate, trust, unincorporated association, joint stock company, joint venture, Equity Interest holder, creditor, U.S. Trustee, governmental unit or any other Entity.

"Plan" means this second amended plan of consolidation and liquidation under chapter 11 of the Bankruptcy Code, either in its present form or as it may be altered, amended, modified or supplemented from time to time in accordance with the Bankruptcy Code, the Bankruptcy Rules or herewith, as the case may be, and any Plan Supplement, which is incorporated herein by reference.

"Plan Supplement" means the compilation of documents and forms of documents, schedules and exhibits to the Plan.

"Policy" means any life insurance policy or similar contract held by a Debtor or an Estate.

"Priority Tax Claims" means Claims of governmental units of the kind specified in section 507(a)(8) of the Bankruptcy Code.

"Pro Rata" means the ratio of the amount of an Allowed Claim in a Class or other grouping to the aggregate amount of all Allowed Claims in such Class or other grouping.

"Professional" means any Person or Entity employed pursuant to a Final Order in accordance with sections 327, 328 or 1103 of the Bankruptcy Code, and to be compensated for services rendered prior to and including the Effective Date pursuant to sections 327, 328, 329, 330 or 331 of the Bankruptcy Code.

"Record Date" means the record date for determining the entitlement of holders of Allowed Claims to receive Distributions under the Plan on account of Allowed Claims. Unless otherwise determined by the Bankruptcy Court, the Record Date shall be the date on which the order approving the Disclosure Statement is entered.

"Representatives" means, with regard to an Entity, including the Estates and the Chapter 11 Trustee, its officers, directors, employees, advisors, attorneys (including Marwil, individually, and Collins, individually), professionals, accountants, investment bankers, financial advisors, consultants, agents and other representatives (including their respective officers, directors, employees, members and professionals).

"Schedules" mean the schedules of assets and liabilities, schedules of executory contracts and statements of financial affairs Filed by the Debtors pursuant to section 521 of the Bankruptcy Code.

"Secured Claims" means a Claim against a Debtor that is (1) secured by a lien on or against property in which an Estate has an interest, which lien is not subject to avoidance under the Bankruptcy Code or applicable non-bankruptcy law, or (2) subject to setoff under section 553 of the Bankruptcy Code, but only to the extent of the value of the holder's interest in the Estate's interest in such property or to the extent of the amount subject to setoff.

"Unimpaired" means, with respect to a Claim, Equity Interest, or Class of Claims or Equity Interests, not "impaired" within the meaning of sections 1123(a)(4) and 1124 of the Bankruptcy Code.

"Unsecured Claims" means Claims against any Estate that are not Administrative Claims, Priority Tax Claims, Secured Claims, or Equity Interests.

"U.S. Trustee" means the United States Trustee appointed under Article 581 of title 28 of the United States Code to serve in the Northern District of Illinois, and its Representatives.

EXHIBIT B

Form of Liquidating Trust Agreement

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

In re:	)	Chapter 11
	)	
LIFE FUND 5.1, LLC, *et al.*,[1]	)	Case No. 09 B 32672
	)	
Debtors.	)	Jointly Administered

LIQUIDATING TRUST AGREEMENT

This Liquidating Trust Agreement (the "Trust Agreement") is made by and between Jeff Marwil, not individually, but solely as the trustee (the "Chapter 11 Trustee") to the chapter 11 estates (the "Estates") of the above-captioned chapter 11 debtors (the "Debtors") and Jeff Marwil, not individually, but solely as trustee (the "Liquidating Trustee"), in connection with the Chapter 11 Trustee's First Amended Plan of Consolidation and Liquidation (the "Plan"[2]) filed in the above-captioned chapter 11 cases (the "Chapter 11 Cases") in the United States Bankruptcy Court for the Northern District of Illinois (the "Bankruptcy Court").

RECITALS

WHEREAS, on September 2, 2009 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of the Bankruptcy Code in the Bankruptcy Court;

WHEREAS, on September 16, 2009, the Bankruptcy Court appointed a chapter 11 trustee to administer the Estates;

WHEREAS, on March 8, 2010, after Jeff Marwil was elected by creditors of the Debtors, the Bankruptcy Court entered an order certifying Mr. Marwil's election as Chapter 11 Trustee;

WHEREAS, on September 6, 2011, the Chapter 11 Trustee filed the Plan;

WHEREAS, the Plan provides for the creation of a Liquidating Trust and for all assets of the Estates to be transferred to the Liquidating Trust under this Trust Agreement (thereafter, such assets being "Trust Assets");

WHEREAS, this Trust Agreement provides for (a) the creation of a trust (the "Liquidating Trust") and the creation of the beneficial interests in the Liquidating Trust solely

[1] The Debtors in the cases are: (1) Life Fund 5.1, LLC; (2) Life Fund 5.2, LLC; (3) A&O Life Fund, LLC; (4) A&O Resource Management, Ltd.; (5) A&O Bonded Life Settlements, LLC; (6) A&O Bonded Life Assets, LLC; and (7) Houston Tanglewood Partners, LLC.

[2] Each capitalized term used but not defined herein shall have the meaning ascribed thereto in the Plan.

for the benefit of holders of Allowed Administrative Claims, Allowed Priority Tax Claims, Allowed Class 1 Secured Claims and Allowed Class 2 Unsecured Claims (collectively, the "Beneficiaries" and, each individually, a "Beneficiary"), and (b) vesting of the Trust Assets in the Liquidating Trust in accordance with the terms of the Plan and as set forth in this Trust Agreement;

WHEREAS, the Plan contemplates that, pursuant to Treasury Regulation Section 301.7701-4(d), the Liquidating Trust shall be created for the purpose of: (a) administering the Trust Assets; (b) resolving all disputed, contingent and/or unliquidated Claims of Beneficiaries; and (c) making all distributions to the Beneficiaries, with no objective to continue or engage in the conduct of a trade or business, except to the extent reasonably necessary to and consistent with the liquidating purpose of the Liquidating Trust;

WHEREAS, the Liquidating Trust is intended to qualify as a "grantor trust" for U.S. federal income tax purposes, pursuant to Sections 671-677 of the Internal Revenue Code of 1986, as amended (the "IRC"), with the Beneficiaries to be treated as the grantors of the Liquidating Trust and deemed to be the owners of the Trust Assets (subject to the rights of the Liquidating Trustee), and consequently, the transfer of the Trust Assets to the Liquidating Trust shall be treated as a deemed transfer of those assets from the Estates to the Beneficiaries followed by a deemed transfer by such Beneficiaries to the Liquidating Trust for federal income tax purposes; and

WHEREAS, on _____, the Bankruptcy Court entered an order confirming the Plan and authorizing the Chapter 11 Trustee to execute and perform under this Trust Agreement.

NOW, THEREFORE, pursuant to the Plan and in consideration of the premises, the mutual agreements of the parties contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and affirmed, the parties hereby agree as follows:

ARTICLE I
DECLARATION OF TRUST

1.1 Creation and Purpose of the Liquidating Trust. The Chapter 11 Trustee hereby creates the Liquidating Trust for the primary purpose of liquidating Trust Assets and distributing Trust Assets and proceeds thereof to the Beneficiaries in accordance herewith and the Plan and in accordance with applicable tax statutes, rules, and regulations, and in an expeditious but orderly manner, with no objective to continue or engage in the conduct of a trade or business. In particular, the Liquidating Trustee shall: (a) make continuing efforts to collect and reduce the Trust Assets to cash, and (b) make timely distributions and not unduly prolong the duration of the Liquidating Trust.

1.2 Declaration of Trust. To declare the terms and conditions hereof, and in consideration of the agreements set forth in the Plan, the Chapter 11 Trustee and the Liquidating Trustee have executed this Trust Agreement and, effective on the Effective Date, the Estates hereby irrevocably transfer to the Liquidating Trust the Trust Assets, to have and to hold unto the

Liquidating Trust and its successors and assigns forever, under and subject to the terms of the Plan for the benefit of the Beneficiaries and their successors and assigns as provided for in this Trust Agreement.

1.3 Vesting of Assets. On the Effective Date, pursuant to the terms of the Plan, the Trust Assets shall be vested in the Liquidating Trust. All such Trust Assets shall be delivered to the Liquidating Trust free and clear of interests, claims, liens, or other encumbrances of any kind, provided, however, that the transfer of a Policy to the Liquidating Trust shall not affect any rights, remedies, or defenses of the insurance company that issued such Policy, whether such rights or defenses arise under such Policy or applicable law. Because this provision of this Trust Agreement effectuates and memorializes transfers of Trust Assets to the Liquidating Trust, the Liquidating Trustee shall have no further duty to arrange for any of the transfers contemplated hereunder and shall be conclusively entitled to rely on the legality and validity of such transfers, other than with respect to interests in life insurance policies. To the extent any of the foregoing does not automatically occur on the Effective Date, the Chapter 11 Trustee shall, as soon as reasonably practicable, execute such other and further documents as are reasonably necessary to effectuate all of the foregoing, including, without limitation, to effectuate the transfer of Policies that constitute Trust Assets under the Plan.

1.4 Funding of the Liquidating Trust. The Liquidating Trust shall be funded on the Effective Date with all right, interest and title to the Trust Assets, as provided for in the Plan.

1.5 Acceptance by Liquidating Trustee. By execution of this Trust Agreement, the Liquidating Trustee hereby accepts the trust imposed upon it by this Trust Agreement and agrees to observe and perform that trust on and subject to the terms and conditions set forth in this Trust Agreement and the Plan. In connection with and in furtherance of the purposes of the Liquidating Trust, the Liquidating Trustee hereby accepts the transfer of the Trust Assets.

1.6 Name of the Liquidating Trust. The Liquidating Trust established hereby shall be known as the "Life Funds Liquidating Trust".

ARTICLE II
THE LIQUIDATING TRUSTEE

2.1 Appointment. The Liquidating Trustee has been appointed as of the Effective Date. The Liquidating Trustee's appointment shall continue until the earlier of: (a) the termination of the Liquidating Trust pursuant to Article IX of this Trust Agreement; or (b) the Liquidating Trustee's resignation, death, or incapacity.

2.2 General Powers. Except as otherwise provided in this Trust Agreement, the Liquidating Trustee may control and exercise authority over the Trust Assets, over the acquisition, management, and disposition thereof, and over the management and conduct of the business of the Liquidating Trust. No person dealing with the Liquidating Trust shall be obligated to inquire into the Liquidating Trustee's authority in connection with the acquisition, management, or disposition of Trust Assets. Without limiting the foregoing, the Liquidating

Trustee shall be expressly authorized to, with respect to the Liquidating Trust and the Trust Assets:

(a) Perform under and in accordance with the Plan and exercise all rights, powers and authority granted to him under the Plan.

(b) Open and maintain bank accounts on behalf of or in the name of the Liquidating Trust, calculate and make distributions, and take other actions including the establishment, re-evaluation, adjustment, and maintenance of appropriate reserves, in the name of the Liquidating Trust.

(c) Receive, manage, invest, supervise, and protect the Trust Assets, subject to the limitations provided herein.

(d) Hold legal title to any and all Trust Assets.

(e) Collect and liquidate all Trust Assets.

(f) File, if necessary, any and all tax and information returns required with respect to the Liquidating Trust, make tax elections for and on behalf of the Liquidating Trust, and pay taxes, if any, payable for and on behalf of the Liquidating Trust.

(g) Pay all lawful expenses, debts, charges, taxes, and liabilities of the Liquidating Trust.

(h) Make distributions to the Beneficiaries and to creditors of the Liquidating Trust.

(i) Withhold from the amount distributable to any person or entity such amount as may be sufficient to pay any tax or other charge which the Liquidating Trustee has determined, based upon the advice of its agents and/or professionals, may be required to be withheld therefrom under the income tax laws of the United States or of any state or political subdivision thereof.

(j) Enter into any agreement or execute any document or instrument required by or consistent with this Trust Agreement or the Plan and perform all obligations thereunder.

(k) If any of the Trust Assets are situated in any state or other jurisdiction in which the Liquidating Trustee is not qualified to act as trustee, nominate and appoint a person duly qualified to act as trustee in such state or jurisdiction and require from each such trustee such security as may be designated by the Liquidating Trustee in its discretion; confer upon such trustee all the rights, powers, privileges, and duties of the Liquidating Trustee hereunder, subject to the conditions and limitations of this Trust Agreement, except as modified or limited by the Liquidating Trustee and except where the conditions and limitations may be modified by the laws of such state or other jurisdiction (in which case, the laws of the state or other jurisdiction in which such trustee is acting shall prevail to the extent necessary); require such trustee to be answerable to the Liquidating Trustee for all monies, assets, and other property that may be

received in connection with the administration of all property; and remove such trustee, with or without cause, and appoint a successor trustee at any time by the execution by the Liquidating Trustee of a written instrument declaring such trustee removed from office, and specifying the effective date and time of removal.

(l) Subject to Section 3.5 of this Trust Agreement, purchase and carry all insurance policies and pay all insurance premiums and costs it deems reasonably necessary or advisable.

(m) Implement, enforce, or discharge all of the terms, conditions, and all other provisions of, and all duties and obligations under this Trust Agreement and the Plan.

(n) Employ and compensate professionals and other agents as necessary to carry out the terms of this Trust Agreement.

(o) Invest in demand and time deposits in banks or savings institutions, or temporary investments such as short term certificates of deposit or Treasury bills or other investments that a "liquidating trust" within the meaning of Treasury Regulation Section 301.7701-4(d) may be permitted to hold, pursuant to the Treasury Regulations or any modification in the Internal Revenue Services ("IRS") guidelines, whether set forth in IRS rulings, revenue procedures, other IRS pronouncements or otherwise.

(p) Realize and recover on and authority to resolve any claims under the Debtors' insurance policies, and be paid any cash recoveries in respect thereof, settle all workers' compensation claims, and recover all deposits, unearned premiums or other claims in respect of any of the Debtors' insurance policies.

(q) Reconcile any claims of Beneficiaries, including by Filing, prosecuting, settling or otherwise reconciling objections to Claims.

(r) Prosecute, pursue and take any and all actions to recover on account of Causes of Action.

2.3 Limitations on the Liquidating Trustee. Notwithstanding anything under applicable law, the Liquidating Trustee shall not do or undertake any of the following, except as specifically provided herein:

(a) Take, or fail to take, any action that would jeopardize treatment of the Liquidating Trust as a "liquidating trust" for federal income tax purposes.

(b) Take any action prohibited by the Plan.

(c) Exercise any investment power other than the power to invest in demand and time deposits in banks or savings institutions, or temporary investments such as short term certificates of deposit or Treasury bills or other investments that a "liquidating trust" within the meaning of Treasury Regulation Section 301.7701-4(d) may be permitted to hold, pursuant to the

Treasury Regulations or any modification in the IRS guidelines, whether set forth in IRS rulings, revenue procedures, other IRS pronouncements or otherwise.

(d) Notwithstanding any of the foregoing, the Liquidating Trustee shall not be prohibited from engaging in any trade or business on its own account, provided that such activity does not interfere with the Liquidating Trustee's administration of the Liquidating Trust.

2.4 Compensation of Liquidating Trustee and its Agents and Professionals. The Liquidating Trustee shall receive no compensation for his services as Liquidating Trustee. All costs, expenses, and obligations incurred by the Liquidating Trustee (or professionals who may be employed by the Liquidating Trustee in administering the Liquidating Trust, in carrying out their responsibilities under this Trust Agreement, or in any manner connected, incidental, or related thereto, which may include the individual or entity then serving as Liquidating Trustee acting in a professional capacity) shall be paid by the Liquidating Trustee from the Trust Assets with priority over distributions to the Beneficiaries. The Liquidating Trustee shall provide copies of invoices to the Liquidating Trust Creditor Panel for all costs, expenses, and obligations incurred by the Liquidating Trustee (or professionals who may be employed by the Liquidating Trustee in administering the Liquidating Trust, in carrying out their responsibilities under this Trust Agreement, or in any manner connected, incidental, or related thereto, which may include the individual or entity then serving as Liquidating Trustee acting in a professional capacity) which the Liquidating Trustee seeks to pay from the Trust Assets. The Liquidating Trust Creditor Panel shall have 15 days from the date of receipt of any such invoice to send the Liquidating Trustee a written objection detailing the costs, expenses or obligations objected to, and the basis for such objection. If the Liquidating Trust Creditor Panel does not object to an invoice, as provided above, within the 15 day period, the Liquidating Trustee may pay such invoice. If the Liquidating Trust Creditor Panel does object to the payment of certain costs, expenses or obligations in an invoice within the 15 day period, the Liquidating Trustee may still pay the un-objected to portion of such invoice after the 15 day period has elapsed. Any costs, expenses, or obligations to which the Liquidating Trust Creditor Panel has objected to shall only be paid by the Liquidating Trustee upon receiving approval of the Bankruptcy Court.

2.5 General Duties, Obligations, Rights, and Benefits of the Liquidating Trustee. The Liquidating Trustee shall have all duties, obligations, rights, and benefits assumed by, assigned to or vested in the Liquidating Trust under this Trust Agreement. Such duties, obligations, rights, and benefits include, without limitation, all duties, obligations, rights and benefits relating to the collection and liquidation of the Trust Assets, distributions to Beneficiaries, administration of the Liquidating Trust, and any other duties, obligations, rights, and benefits reasonably necessary to accomplish the purpose of the Liquidating Trust.

2.6 Replacement of the Liquidating Trustee. The Liquidating Trustee may resign at any time upon thirty (30) days' written notice to the Liquidating Trust Creditor Panel Filed with the Bankruptcy Court, provided that such resignation shall only become effective upon the appointment of a permanent or interim successor Liquidating Trustee. In the event of the resignation of the Liquidating Trustee, the Liquidating Trustee may designate a person to serve as permanent or interim successor Liquidating Trustee. Upon its appointment, the successor Liquidating Trustee, without any further act, shall become fully vested with all of the rights,

powers, duties, and obligations of its predecessor, and all responsibilities of the predecessor Liquidating Trustee relating to the Liquidating Trust shall be terminated. In the event of the death or incapacity of the Liquidating Trustee, the Bankruptcy Court shall appoint a successor Liquidating Trustee. In the event a Liquidating Trustee's appointment terminates by reason of death, incapacity or resignation, such Liquidating Trustee shall be immediately compensated for all reasonable fees and expenses accrued through the effective date of termination, whether or not previously invoiced. The provisions of Article IV of this Trust Agreement shall survive the resignation of any Liquidating Trustee.

2.7 Liquidating Trust Continuance. The death, dissolution, liquidation, resignation, or removal of the Liquidating Trustee shall not terminate the Liquidating Trust or revoke any existing agency created by the Liquidating Trustee pursuant to this Trust Agreement or invalidate any action theretofore taken by the Liquidating Trustee, and the provisions of this Trust Agreement shall be binding upon and inure to the benefit of the successor Liquidating Trustee and all its successors or assigns.

ARTICLE III
THE LIQUIDATING TRUST CREDITOR PANEL

3.1 Constitution. The Liquidating Trust Creditor Panel shall consist of Barry Cohn, Dr. Michael Kessler and the three holders of the largest Allowed Unsecured Claims (by dollar amount) willing to so serve. The Liquidating Trustee shall identify each member of the Liquidating Trust Creditor Panel and, on or prior to the Effective Date, file with the Bankruptcy Court a notice of constitution of Liquidating Trust Creditor Panel that identifies each member of the panel.

(a) The Liquidating Trust Creditor Panel shall terminate in accordance with Section 9.1 of this Trust Agreement.

(b) A member of the Liquidating Trust Creditor Panel may resign at any time by providing ten (10) days' written notice to the Liquidating Trust Creditor Panel with a copy to the Liquidating Trustee.

(c) Liquidating Trust Creditor Panel members may be removed for cause by a majority vote of the Liquidating Trust Creditor Panel (not including the affected member) and written notice to the Liquidating Trustee. The Liquidating Trust Creditor Panel may determine that there is cause to remove a member if a majority of the entire Liquidating Trust Creditor Panel (not including the named member) finds there is cause. For purposes hereof, cause shall include, but is not limited to:

(i) recklessness, gross negligence or willful misconduct in connection with the performance of the duties of a Liquidating Trust Creditor Panel member;

(ii) knowing and material violation of law;

(iii) fraud;

(iv) the member no longer holds an interest in one of the Liquidating Trust;

(v) frequent failure to participate in meetings of the Liquidating Trust Creditor Panel; or

(vii) disability.

Any dispute between the Liquidating Trust Creditor Panel and the removed member with respect to whether cause for removal exists shall be determined by the Bankruptcy Court. Upon resignation or removal, the Liquidating Trust Creditor Panel member shall be discharged from his or her duties.

(d) After resignation, death or removal of a member of the Liquidating Trust Creditor Panel, the remaining members of the panel shall identify as his or her replacement the holder of the largest Allowed Unsecured Claim (by dollar amount) willing to serve on the panel that is not then a current member of the panel and that has not previously resigned or been removed from the panel for cause. The appointment of a successor member of the Liquidating Trust Creditor Panel will be evidenced by the filing (by the Liquidating Trust Creditor Panel or, at their request, the Liquidating Trustee) with the Bankruptcy Court of a notice of appointment.

(e) Should any member resign from the Liquidating Trust Creditor Panel, the remaining members may continue to serve and have the powers of the Liquidating Trust Creditor Panel as provided herein until the replacement member shall be identified, provided, however, that the Liquidating Trust Creditor Panel shall not function with less than three members.

3.2 Meetings. Meetings of the Liquidating Trust Creditor Panel shall be held with such frequency and at such place as the members of the Liquidating Trust Creditor Panel may determine in their reasonable discretion.

3.3 Special Meetings. Special meetings of the Liquidating Trust Creditor Panel may be held whenever and wherever called for by the Liquidating Trustee or any of the members of the Liquidating Trust Creditor Panel on no less than three days' notice.

3.4 Manner of Acting.

(a) A majority of the total number of members of the Liquidating Trust Creditor Panel then in office shall constitute a quorum for the transaction of business at any meeting of the Liquidating Trust Creditor Panel. Any or all of the members of the Liquidating Trust Creditor Panel may participate in a regular or special meeting by, or conduct the meeting through the use of, conference telephone or similar communications equipment by means of which all persons participating in the meeting may hear each other, in which case any required notice of such meeting may generally describe the arrangements (rather than or in addition to the place) for the holding thereof. Any member of the Liquidating Trust Creditor Panel participating in a meeting by this means is deemed to be present in person at the meeting. Voting may be conducted by electronic mail or individual communications by each member of the Liquidating Trust Creditor Panel.

(b) Prior to the taking of a vote on any matter or issue or the taking of any action with respect to any matter or issue, each member of the Liquidating Trust Creditor Panel shall confirm and report to the Liquidating Trust Creditor Panel with respect to any such person's possible conflict of interest, any potential violation of the rules of governance adopted by the Liquidating Trust Creditor Panel, or whether such member has or may have with respect to the matter or issue at hand any potential involvement or violation including any conflict or potential conflict (including, without limitation, disclosing any and all financial or other pecuniary interests that such member might have with respect to or in connection with such matter or issue, other than solely as a holder of an Allowed Class 2 Claim). A member who is or may be disqualified from voting or further participating in the deliberations relating to any such matter (as determined by a majority vote of the Liquidating Trust Creditor Panel, without the vote of such affected person) or has or who may have a conflict of interest (as determined by a majority vote of the Liquidating Trust Creditor Panel, without the vote of such affected person) shall be deemed to be a "conflicted member" who shall not be entitled to participate in any discussion regarding, or vote on any action with respect to, such matter or issue (however such member shall be counted for purposes of determining the existence of a quorum); the vote or action with respect to such matter or issue shall be undertaken only by members of the Liquidating Trust Creditor Panel who are not "conflicted members." If with respect to a particular issue there are more than two "conflicted members," then in such instance, notwithstanding anything to the contrary herein, with respect to such issues action of the Liquidating Trust Creditor Panel will require a majority of the members who are not "conflicted members."

3.5 Reports to Liquidating Trust Creditor Panel. Notwithstanding any other provision of this Trust Agreement, the Liquidating Trustee shall report to the Liquidating Trust Creditor Panel on a regular basis, not less than once every three months, or as more frequently as any member of the panel may require from time to time. The Liquidating Trustee may condition the transmittal of confidential or potentially confidential information to the Liquidating Trust Creditor Panel on the execution of a confidentiality agreement between the Liquidating Trustee, on one hand, and the Liquidating Trust Creditor Panel and its members, on the other.

3.6 Actions Requiring Consultation With the Liquidating Trust Creditor Panel. The Liquidating Trustee shall consult with the Liquidating Trust Creditor Panel (which may be obtained by negative notice) prior to taking any action regarding any of the following matters ("Consultation Matters"):

(a) The prosecution of claims disputes filed after the Effective Date, or the commencement, settlement, compromise, withdrawal, or other resolution of any disputed Claims, wherein the amount of the asserted Claim exceeds $50,000;

(b) The sale of any Policy or interest in any Policy;

(c) The making of distributions to Beneficiaries; or

(d) The taking of any new action expected to result in the expenditure of $50,000 or more by the Liquidating Trust.

Notwithstanding anything in the Plan or this Liquidating Trust Agreement to the contrary, if the majority of the Liquidating Trust Creditor Panel opposes any Consultation Matter, then the Liquidating Trustee shall be required to obtain approval of the Bankruptcy Court (or, if the Bankruptcy Court declines to exercise jurisdiction, then approval of the United States District Court for the Northern District of Illinois) prior to taking such action. In considering any request of the Liquidating Trustee, the Bankruptcy Court and the District Court, respectively, shall apply to the Liquidating Trust and the Liquidating Trustee any standards applicable to a chapter 11 debtor and a chapter 11 trustee, respectively, to such requested action.

3.7 Standard of Care; Exculpation. None of the Liquidating Trust Creditor Panel nor its members shall be liable for the act or omission of any other member, agent or representative of the Liquidating Trust Creditor Panel, nor shall the Liquidating Trust Creditor Panel or any of its members be liable for any act or omission taken or omitted to be taken by the Liquidating Trust Creditor Panel in good faith, other than acts or omissions resulting from the Liquidating Trust Creditor Panel's own fraud, gross negligence, or willful misconduct. The Liquidating Trust Creditor Panel and each of its members may, in connection with the performance of its functions, and in its sole and absolute discretion, consult with its attorneys, accountants, financial advisors and agents. Notwithstanding such authority, neither the Liquidating Trust Creditor Panel nor any of its members shall be under any obligation to consult with its attorneys, accountants, financial advisors or agents, and its good faith determination not to do so shall not result in the imposition of liability on the Liquidating Trust Creditor Panel or, as applicable, its members or designees, unless such determination is based on fraud, gross negligence, or willful misconduct. The Liquidating Trust Creditor Panel and its members shall be exculpated by all persons and entities, including, without limitation, Beneficiaries and other parties-in-interest, from any and all claims, causes of action and other assertions of liability arising out of any act or omission of the Liquidating Trust Creditor Panel except only for claims, causes of action and other assertions of liability to the extent based on the Liquidating Trust Creditor Panel's fraud, gross negligence, or willful misconduct.

3.8 Compensation of Liquidating Trust Creditor Panel. The members of the Liquidating Trust Creditor Panel shall receive no compensation for, or reimbursement for expenses related to, their services to the panel.

ARTICLE IV
LIABILITY OF LIQUIDATING TRUSTEE

4.1 Standard of Care; Exculpation. Neither the Liquidating Trustee, nor any director, officer, affiliate, employee, employer, professional, successors, assigns, agent, or representative of the Liquidating Trustee (each, a "Liquidating Trust Exculpated Party" and collectively, the "Liquidating Trust Exculpated Parties") shall be liable for any losses, claims, damages, liabilities, obligations, settlements, proceedings, suits, judgments, causes of action, litigation, actions, or investigations (whether civil or administrative and whether sounding in tort, contract, or otherwise), penalties, costs, and expenses, including reasonable fees and disbursements (collectively referred to herein as "Losses"), whether or not in connection with litigation in which any Liquidating Trust Exculpated Party is a party, or enforcing this Trust

Agreement (including these exculpation provisions), as and when imposed on the Liquidating Trustee, incurred, caused by, relating to, based upon or arising out of (directly or indirectly) the Liquidating Trustee's execution, delivery, and acceptance of or the performance or nonperformance of its powers, duties and obligations under this Trust Agreement or as may arise by reason of any action, omission, or error of an Liquidating Trust Exculpated Party; provided, however, that the foregoing limitation shall not apply to any Losses suffered or incurred by any holder of a claim or interest or Beneficiary that are found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from the fraud, gross negligence or willful misconduct of such Liquidating Trust Exculpated Party. Every act taken or omitted, power exercised, or obligation assumed by the Liquidating Trust or any Liquidating Trust Exculpated Party pursuant to the provisions of this Trust Agreement shall be held to be taken or omitted, exercised, or assumed, as the case may be, by the Liquidating Trust or any Liquidating Trust Exculpated Party acting for and on behalf of the Liquidating Trust and not otherwise; provided, however, that none of the foregoing entities or persons are deemed to be responsible for any other such entities' or persons' actions or inactions. Except as provided in the first proviso of the first sentence of this Section 3.1, every person, firm, corporation, or other entity contracting or otherwise dealing with or having any relationship with the Liquidating Trust or any Liquidating Trust Exculpated Party shall have recourse only to the Trust Assets for payment of any liabilities or other obligations arising in connection with such contracts, dealings or relationships and the Liquidating Trust and the Liquidating Trust Exculpated Parties shall not be individually liable therefore. In no event shall the Liquidating Trustee be liable for indirect, punitive, special, incidental, or consequential damage or loss (including but not limited to lost profits) whatsoever, even if the Liquidating Trustee has been informed of the likelihood of such loss or damages and regardless of the form of action. Any liability of the Liquidating Trustee under this Trust Agreement will be limited to twice the amount of annual fees paid to the Liquidating Trustee.

4.2 Indemnification.

(a) The Liquidating Trustee and any director, officer, affiliate, employee, employer, professional, successor, assign, agent, or representative of the Liquidating Trustee (each, an "Indemnified Party" and collectively, the "Indemnified Parties") shall be defended, held harmless, and indemnified from time to time by the Liquidating Trust against any and all Losses, including, without limitation, the costs for counsel or others in investigating, preparing, defending, or settling any action or claim, whether or not in connection with litigation in which any Indemnified Party is a party, or enforcing this Trust Agreement (including these indemnity provisions), as and when imposed on the Liquidating Trustee, incurred, caused by, relating to, based upon or arising out of (directly or indirectly) the Liquidating Trustee's execution, delivery, and acceptance of or the performance or nonperformance of its powers, duties, and obligations under this Trust Agreement or as may arise by reason of any action, omission, or error of an Indemnified Party; provided, however, such indemnity shall not apply to any such Losses to the extent it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from the fraud, gross negligence, or willful misconduct of such Indemnified Party. Satisfaction of any obligation of the Liquidating Trust arising pursuant to the terms of this section shall be payable only from the Trust Assets, shall be

advanced prior to the conclusion of such matter and such right to payment shall be prior and superior to any other rights to receive a distribution of the Trust Assets.

(b) The Liquidating Trust shall promptly pay to the Indemnified Party the expenses set forth in subparagraph (a) above upon submission of invoices therefore on a current basis. Each Indemnified Party hereby undertakes, and the Liquidating Trust hereby accepts its undertaking, to repay any and all such amounts so paid by the Liquidating Trust if it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified therefore under this Trust Agreement.

4.3 No Liability for Acts of Successor/Predecessor Liquidating Trustees. Upon the appointment of a successor Liquidating Trustee and the delivery of the Trust Assets to the successor Liquidating Trustee, the predecessor Liquidating Trustee and any director, officer, affiliate, employee, employer, professional, agent, or representative of the predecessor Liquidating Trustee shall have no further liability or responsibility with respect thereto. No successor Liquidating Trustee shall be in any way liable for the acts or omissions of any predecessor Liquidating Trustee unless a successor Liquidating Trustee expressly assumes such responsibility. A predecessor Liquidating Trustee shall have no liability for the acts or omissions of any immediate or subsequent successor Liquidating Trustee for any events or occurrences subsequent to the cessation of its role as Liquidating Trustee.

4.4 Reliance by Liquidating Trustee on Documents or Advice of Counsel. Except as otherwise provided in this Trust Agreement, the Liquidating Trustee and any director, officer, affiliate, employee, employer, professional, agent, or representative of the Liquidating Trustee may rely, and shall be protected from liability for acting or failing to act, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, or other paper or document reasonably believed by the Liquidating Trustee to be genuine and to have been presented by an authorized party. Notwithstanding anything herein to the contrary, the Liquidating Trustee shall not be liable for any action taken or omitted or suffered by the Liquidating Trustee in reasonable reliance upon the advice of counsel or other professionals engaged by the Liquidating Trustee in accordance with this Trust Agreement. The Liquidating Trustee shall be fully indemnified by the Liquidating Trust for or in respect of any action taken, suffered or omitted by it and in accordance with such advice or opinion.

4.5 Insurance. The Liquidating Trustee may purchase, using the Trust Assets, and carry all insurance policies and pay all insurance premiums and costs the Liquidating Trustee deems reasonably necessary or advisable, including, without limitation, purchasing any errors and omissions insurance with regard to any Losses it may incur, arising out of or due to its actions or omissions, or consequences of such actions or omissions, other than as a result of its fraud, willful misconduct or gross negligence, with respect to the implementation and administration of this Trust Agreement.

4.6 Survival. The provisions of this Article IV shall survive the termination of this Trust Agreement and the death, incapacity, or resignation of the Liquidating Trustee.

ARTICLE V
GENERAL PROVISIONS CONCERNING ADMINISTRATION OF THE LIQUIDATING TRUST

5.1 Register of Beneficiaries. The Liquidating Trustee shall maintain at all times a register of the names, distribution addresses, amounts of allowed claims, and the ratable interests in the Liquidating Trust of the Beneficiaries (the "Register"). The initial Register shall be based on the list of holders of claims maintained by The Garden City Group, Inc. in the Chapter 11 Cases, as of the Effective Date. All references in this Trust Agreement to holders of beneficial interests in the Liquidating Trust shall be read to mean holders of record as set forth in the Register maintained by or at the direction of the Liquidating Trustee and shall exclude any beneficial owner not recorded on such Register. The Liquidating Trustee shall cause the Register to be kept at its office or at such other place or places as may be designated by the Liquidating Trustee from time to time.

5.2 Books and Records. The Liquidating Trustee also shall maintain in respect of the Liquidating Trust and the Beneficiaries books and records relating to the Trust Assets and any income or proceeds realized therefrom and the payment of expenses of and claims against or assumed by the Liquidating Trust in such detail and for such period of time as may be necessary to enable it to make full and proper reports in respect thereof. Except as expressly provided in this Trust Agreement, or as may be required by applicable law (including securities law), nothing in this Trust Agreement is intended to require the Liquidating Trust to file any accounting or seek approval of any court with respect to the administration of the Liquidating Trust, or as a condition for making any payment or distribution out of the Trust Assets. Any Beneficiary shall have the right to inspect the books and records of the Liquidating Trust at any time upon reasonable notice to the Liquidating Trustee, provided such Beneficiary shall have entered into a confidentiality agreement in form and substance reasonably satisfactory to the Liquidating Trustee. Satisfaction of the foregoing condition notwithstanding, if (a) the Liquidating Trustee determines in good faith that the inspection of the Liquidating Trust's books and records, including the Register, by any Beneficiary would be detrimental to the Liquidating Trust or (b) such Beneficiary is a defendant (or potential defendant) in a pending (or potential) action brought by the Liquidating Trust, the Liquidating Trust may deny such request for inspection.

5.3 Quarterly Reports to Bankruptcy Court and Liquidating Trust Creditor Panel. The Liquidating Trustee shall File quarterly reports regarding the liquidation or other administration of Trust Assets, the Distributions made by it and other matters related to the Liquidating Trust. The Liquidating Trustee shall transmit all such reports to the Liquidating Trust Creditor Panel and make himself reasonably available to the Liquidating Trust Creditor Panel to discuss such reports.

ARTICLE VI
BENEFICIAL INTERESTS AND BENEFICIARIES

6.1 Trust Beneficial Interests. Holders of Claims entitled to received Distributions from the Liquidating Trust under the Plan shall be entitled to receive beneficial interests in the Liquidating Trust.

6.2 Interest Beneficial Only. Ownership of a beneficial interest in the Liquidating Trust shall not entitle any Beneficiary to any title in or to the Trust Assets or to any right to call for a partition or division of the Trust Assets or to require an accounting.

6.3 Evidence of Beneficial Interest. Ownership of a beneficial interest in the Liquidating Trust shall not be evidenced by any certificate, security, or receipt or in any other form or manner whatsoever, except as maintained on the books and records of the Liquidating Trust by the Liquidating Trustee, which may be the Register.

6.4 Exemption from Registration. The parties hereto intend that the rights of the holders of the beneficial interests arising under this Trust Agreement shall not be "securities" under applicable laws, but none of the parties hereto represents or warrants that such rights shall not be securities or shall be entitled to exemption from registration under applicable securities laws.

6.5 Transfers of Beneficial Interests. Beneficial interests in the Liquidating Trust shall be nontransferable except upon death of the interest holder or by operation of law.

6.6 Absolute Owners. The Liquidating Trustee may deem and treat the Beneficiary reflected as the owner of a beneficial interest on the Register as the absolute owner thereof for the purposes of receiving distributions and payments on account thereof for federal and state income tax purposes and for all other purposes whatsoever.

6.7 Effect of Death, Dissolution, Incapacity, or Bankruptcy of Beneficiary. The death, dissolution, incapacity, or bankruptcy of a Beneficiary during the term of the Liquidating Trust shall not operate to terminate the Liquidating Trust during the term of the Liquidating Trust nor shall it entitle the representative or creditors of the deceased, incapacitated or bankrupt Beneficiary to an accounting or to take any action in any court or elsewhere for the distribution of the Trust Assets or for a partition thereof nor shall it otherwise affect the rights and obligations of the Beneficiary under this Trust Agreement or in the Liquidating Trust.

6.8 Standing. Except as expressly provided in this Trust Agreement, a Beneficiary does not have standing to direct the Liquidating Trustee to do or not to do any act or to institute any action or proceeding at law or in equity against any party upon or with respect to the Trust Assets. As set forth in the Plan, the Liquidating Trustee shall have standing to appear and be heard in the Chapter 11 Cases.

ARTICLE VII
DISTRIBUTIONS

7.1 Distributions. The Liquidating Trustee shall make distributions under this Trust Agreement in accordance with the Plan and at such times and when he deems appropriate; provided, that, to the extent available, the Liquidating Trustee shall make distributions under this Trust Agreement at least annually to the extent net proceeds (including net of reserves reasonably necessary to maintain the value of assets, meet trust claims and contingent liabilities (including Disputed Claims)) are available. The Liquidating Trustee shall distribute one hundred percent (100%) of any net proceeds from the liquidation and recovery on Trust Assets first to

holders of Administrative Claims, Priority Tax Claims, and Secured Claims, until such Claims are reserved for or satisfied in full, and second to holders of Class 2 Claims on a Pro Rata basis.

7.2 Distributions to Beneficiaries from Trust Assets. All payments to be made by the Liquidating Trust to any Beneficiary shall be made only in accordance with the Plan and this Trust Agreement and from the Trust Assets (or from the income and proceeds realized from the Trust Assets) to the extent the Liquidating Trustee has proceeds sufficient to make such payments.

7.3 Distribution Pending Resolution. At the election of the Liquidating Trustee: (a) no payment or distribution may be made with respect to any claim to the extent it is a Disputed Claim unless and until such Disputed Claim becomes an Allowed Claim, or (b) interim distributions may be made to Beneficiaries appearing on the Register upon the Liquidating Trustee's establishment of a Disputed Claim reserve.

7.4 Undeliverable Distributions. If any distribution is returned as undeliverable, the Liquidating Trustee may, in its discretion, make such efforts to determine the current address of the holder of the Claim with respect to which the distribution was made as the Liquidating Trust deems appropriate. Distributions that are not claimed by the expiration of one year from the Effective Date shall be deemed to vest or revest in the Liquidating Trust, and the Claims with respect to which those distributions are made shall be automatically canceled. All funds or other property that vests or revests in the Liquidating Trust pursuant to this section shall be distributed by the Liquidating Trustee in accordance with the Plan and this Trust Agreement.

ARTICLE VIII
TAXES

8.1 Income Tax Status. Consistent with Revenue Procedure 94-45, 1994-28 I.R.B. 124, the Liquidating Trust shall be treated as a liquidating trust pursuant to Treasury Regulation Section 301.7701-4(d) and as a grantor trust pursuant to IRC Sections 671-677. As such, the Beneficiaries will be treated as both the grantors and the deemed owners of the Liquidating Trust. Any items of income, deduction, credit, and loss of the Liquidating Trust shall be allocated for federal income tax purposes to the Beneficiaries.

8.2 Tax Returns. In accordance with IRC Section 6012 and Treasury Regulation Section 1.671-4(a), the Liquidating Trust shall file with the IRS annual tax returns on Form 1041.

ARTICLE IX
TERMINATION OF LIQUIDATING TRUST

9.1 Termination of Liquidating Trust and Liquidating Trust Creditor Panel. The Liquidating Trustee and the Liquidating Trust Creditor Panel shall be discharged and the Liquidating Trust shall be terminated at such time as all of the Trust Assets have been distributed, and all duties and obligations of the Liquidating Trustee hereunder have been fulfilled.

ARTICLE X
MISCELLANEOUS PROVISIONS

10.1 Amendments. The Liquidating Trustee may modify, supplement, or amend this Trust Agreement, provided, however, that with respect to any provision concerning the Liquidating Trust Creditor Panel, the Liquidating Trustee may only modify, supplement or amend this Trust Agreement with the written consent of the Liquidating Trust Creditor Panel.

10.2 Waiver. No failure by the Liquidating Trust or the Liquidating Trustee to exercise or delay in exercising any right, power, or privilege hereunder shall operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege hereunder preclude any further exercise thereof, or of any other right, power, or privilege.

10.3 Cumulative Rights and Remedies. The rights and remedies provided in this Trust Agreement are cumulative and are not exclusive of any rights under law or in equity.

10.4 No Bond Required. Notwithstanding any state law to the contrary, the Liquidating Trustee (including any successor Liquidating Trustee) shall be exempt from giving any bond or other security in any jurisdiction other than as provided otherwise in this Trust Agreement.

10.5 Irrevocability. This Trust Agreement and the Liquidating Trust created hereunder shall be irrevocable, except as otherwise expressly provided in this Trust Agreement.

10.6 Tax Identification Numbers. The Liquidating Trustee may require any Beneficiary to furnish to the Liquidating Trustee its social security number or employer or taxpayer identification number as assigned by the IRS and the Liquidating Trustee may condition any distribution to any Beneficiary upon the receipt of such identification number.

10.7 Applicable Law. This Trust Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to rules governing the conflict of laws.

10.8 Severability. In the event that any provision of this Trust Agreement or the application thereof to any person or circumstance shall be determined to be invalid or unenforceable to any extent, the remainder of this Trust Agreement, or the application of such provision to persons or circumstance, other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and such provision of this Trust Agreement shall be valid and enforced to the fullest extent permitted by law.

10.9 Limitation of Benefits. Except as otherwise specifically provided in this Trust Agreement, nothing herein is intended or shall be construed to confer upon or to give any person other than the parties hereto and the Beneficiaries any rights or remedies under or by reason of this Trust Agreement.

10.10 Notices. All notices, requests, demands, consents, and other communications hereunder shall be in writing and shall be deemed to have been duly given to a person, if

delivered in person or by facsimile with an electromagnetic report of delivery or if sent by overnight mail, registered mail, certified mail, or regular mail, with postage prepaid, to the following addresses:

If to the Liquidating Trustee:

Jeff Marwil
Life Funds Liquidating Trustee
70 W. Madison St.
Suite 3800
Chicago, IL 60602
Fax: (312) 962-3551

If to a Beneficiary:

To the name and distribution address set forth in the Register with respect to such Beneficiary.

The parties may designate in writing from time to time other and additional places to which notices may be sent.

10.11 Further Assurances. From and after the Effective Date, the parties hereto covenant and agree to execute and deliver all such documents and notices and to take all such further actions as may reasonably be required from time to time to carry out the intent and purposes of this Trust Agreement, and to consummate the transactions contemplated hereby.

10.12 Interpretation. The enumeration and section headings contained in this Trust Agreement are solely for convenience of reference and shall not affect the meaning or interpretation of this Trust Agreement or of any term or provision hereof. Unless context otherwise requires, whenever used in this Trust Agreement the singular shall include the plural and the plural shall include the singular, and words importing the masculine gender shall include the feminine and the neuter, if appropriate, and vice versa, and words importing persons shall include partnerships, associations, and corporations. The words herein, hereby, and hereunder and words with similar import, refer to this Trust Agreement as a whole and not to any particular section or subsection hereof unless the context requires otherwise. Any reference to the "Liquidating Trustee" shall be deemed to include a reference to the "Liquidating Trust" and any reference to the "Liquidating Trust" shall be deemed to include a reference to the "Liquidating Trustee" unless the context otherwise requires.

10.13 Counterparts. This Trust Agreement may be signed by the parties hereto in counterparts, which, when taken together, shall constitute one and the same document. Delivery of an executed counterpart of this Trust Agreement by facsimile or email in pdf format shall be equally effective as delivery of a manually executed counterpart.

IN WITNESS WHEREOF, the parties hereto have either executed and acknowledged this Trust Agreement, or caused it to be executed and acknowledged on their behalf by their duly authorized officers or representatives, all as of the date first above written.

Signature Page To Trust Agreement

CHAPTER 11 TRUSTEE
and
LIQUIDATING TRUSTEE

By: _____

Jeff Marwil

EXHIBIT C

Schedule of Permitted Late-Filed Claims[1]

Claim No.	Date Filed	Creditor Name	Claim Amount
892	09/01/10	ROBERT D. PAYTON	$62,255.48
893	09/01/10	JUNE A. MCKENZIE	$140,000.00
894	09/02/10	JESSE MAYO	$201,000.00
895	09/02/10	ENTRUST ADMINISTRATION SERVICES INC FBO TERRY L DAVIDSON	$50,000.00
896	09/03/10	CAROL BERTLSHOFER	$110,000.00
897	09/07/10	EDNA M DEAN	$40,000.00
898	09/07/10	EDNA M DEAN	$41,789.12
899	09/08/10	JEROME S. SCHWARTZ	$50,000.00
900	09/08/10	JEROME S. SCHWARTZ	$58,914.00
901	09/14/10	HELEN CRAIG	$50,000.00
902	09/14/10	HELEN R CRAIG REVOCABLE TRUST	$100,000.00
903	09/21/10	LORETTA MOZLEY	$497,505.00
904	09/21/10	LORETTA MOZLEY	$100,000.00
905	09/21/10	LORETTA MOZLEY	$100,000.00
906	09/20/10	ENTRUST RETIREMENT SERVICES INC FBO PAUL R STUART IRA	$69,267.00
907	10/18/10	ROSEMARY A MOLINARI	$348,000.00
908	01/24/11	SYLVIA D'SOUZA	$150,000.00
909	03/07/11	EICHINGER FURTULA BUDD WATTS	$100,000.00
910	05/10/11	BETTY JEAN CHAMBERS	$92,901.00
911	05/14/11	PATRICIA L. SCHULKE	$135,000.00

[1] As set forth in the Plan, these Claims remain subject to objection on all grounds other than being Filed after the applicable Bar Date.

912	05/17/11	GLORIA C PUESI	$267,500.00
913	05/17/11	RUDOLPH ABEYTA	$50,000.00
914	05/17/11	PAULA O OREKOMAIYA	$59,246.80