THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS SUPERIOR COURT

Docket No. 08-E-0053

In the Matter of the Liquidation of
Noble Trust Company

LIQUIDATOR'S MOTION FOR APPROVAL
OF SETTLEMENT AGREEMENT AND ASSIGNMENT OF CLAIMS
WITH STANLEY D. MILLER AND ASSIGNING PARTIES

Glenn A. Perlow, Bank Commissioner for the State of New Hampshire, in his capacity as liquidator (the "Liquidator") of Noble Trust Company and Aegean Scotia Holdings, LLC ("Noble Trust" and "Aegean Scotia," respectively), by his attorneys, the Office of the Attorney General, Sheehan Phinney Bass + Green, Professional Association and Drummond Woodsum, moves for the entry of an order approving a Settlement Agreement and Assignment of Claims dated as of January 10, 2013 (the "Settlement Agreement")[1] by and between the Liquidator[2] and Stanley D. Miller, individually and in his capacity as trustee under those trusts identified in the Settlement Agreement ("Miller" and, such trusts collectively, the "Miller Trusts"), Heath McLaughlin ("McLaughlin"), Caldwell Life Strategies Corporation, successor to Ridgewood Finance, Inc. and Dukes Bridge, LLC ("Caldwell") and RCX I LLC, successor to Aqua Blue

[1] In accordance with the Court's Order Establishing Settlement Agreement Review Procedures dated December 5, 2012, a redacted copy of the Settlement Agreement is attached hereto as Exhibit A. Parties wishing to review the Confidential Affidavit filed in support of this Motion and the unredacted Settlement Agreement may obtain a copies of such documents by contacting counsel to the Liquidator and following the Court approved procedures, including the execution of a confidentiality agreement. To the extent the redactions are of personal identifying information that an individual has requested be kept confidential, the Liquidator will not reveal such information without authorization from the particular individual or further order of the Court.

[2] At the time of the execution of the Settlement Agreement, Ronald A. Wilbur was the Liquidator of Noble Trust. On February 1, 2013, Glenn A. Perlow was appointed by order of this Court the successor Liquidator of Noble Trust. As successor Liquidator, Mr. Perlow endorses the Settlement Agreement and hereby moves for its approval.

Wealth Management, LLC ("RCX," and together with Miller, the Miller Trusts, McLaughlin and Caldwell, the "Assigning Parties"). In support of his motion, the Liquidator states as follows:

1. In 2003, Noble Trust was organized and chartered under the laws of the State of New Hampshire as a non-depository banking corporation, and subject to regulation by the New Hampshire Banking Department (the "Banking Department").

2. As a result of irregularities discovered by the Banking Department's 2008 examination of Noble Trust, on February 11, 2008, Commissioner Peter Hildreth commenced a liquidation proceeding by filing a Verified Petition for Liquidation (the "Liquidation Petition") in this Court, seeking the appointment of a liquidator for Noble Trust pursuant to RSA 395:1, as well as related injunctive relief against Noble Trust pending the Court's ruling on the Liquidation Petition (the "Liquidation Proceeding").

3. On March 27, 2008, this Court entered an order (the "Liquidation Order") appointing Commissioner Hildreth as liquidator of both Noble Trust and its parent company, Aegean Scotia. The Liquidator is the duly appointed successor liquidator of Noble Trust and Aegean Scotia by order of this Court dated February 1, 2013.

4. The Liquidator is in the process of marshaling the assets of Noble Trust in order to maximize the value of the liquidation of Noble Trust for the benefit of creditors.

5. The dispute between the Liquidator and Miller is but one component of the complex and interrelated events that precipitated the commencement of the Liquidation Proceeding. After it had become clear to the principals of Noble Trust that over $15 million of client funds had been lost by negligently investing in a Colorado Ponzi scheme called Sierra Factoring, LLC, Noble Trust attempted to conceal the losses by engaging in an illegal and fraudulent Ponzi scheme of its own which relied upon, in part, the procurement by Noble Trust

of high-value life insurance policies. One aspect of this scheme entailed relying on lenders to provide financing of the life insurance premiums which financing was then fraudulently concealed from the insurer in the application for insurance. The Liquidator asserts that the policies that are the subject of the Settlement Agreement utilized such undisclosed premium financing.

6. Among the various life insurance policies that Noble Trust obtained were policies on the lives of several individuals (the "Noble Clients"), which policies are more specifically identified on Exhibit B to the Settlement Agreement (collectively, the "Life Insurance Policies"). The Life Insurance Policies were issued by The Lincoln National Life Insurance Company, Penn Mutual Life Insurance Company and PHL Variable Insurance Company (collectively, the "Insurers").

7. Throughout the Liquidation Proceeding, Miller has alleged that he is the "General Trustee" of a series of sub-trusts (*i.e.*, the Miller Trusts), formed specifically as vehicles to engage in the payment or refinancing of certain premiums under the Life Insurance Policies. Incident to Miller's payment of the premiums, Miller obtained loans from Aqua Blue Wealth Management, LLC ("Aqua Blue") as his premium finance lender. Both Miller and Aqua Blue filed proofs of claim in the Liquidation Proceeding relating to the Life Insurance Policies. Miller listed the amounts owed in each of his claims as "unknown," but the claims filed by Aqua Blue allege that it loaned nearly $4.3 million to Miller in connection with the Life Insurance Policies.[3]

8. Miller has further claimed that Noble Trust transferred its right, title and interest in and to the Life Insurance Policies to the Miller Trusts and, as such, the Life Insurance Policies are his property, in his capacity as trustee of the Miller Trusts. As a result, Miller asserts rights

[3] Aqua Blue has been dissolved and is succeeded by RCX I LLC, an Assigning Party.

to certain funds payable by the Insurers upon the termination of the Life Insurance Policies. Neither Miller nor the lender ever advised the Insurer of any such transfer.

9. The Liquidator disputes Miller's claims and asserted interest in any of the Life Insurance Policies, all of which were applied for by Noble Trust acting as trustee under trusts that are separate and distinct from the Miller Trusts. The Liquidator asserts that the Life Insurance Policies are Noble Trust assets, and that the value of the Life Insurance Policies must be preserved for the benefit of Noble Trust creditors. The Liquidator further asserts that Noble Trust procured the Life Insurance Policies and arranged the financing to pay the premiums due under the policies as part of its fraudulent scheme to hide the losses that it incurred from investors in Noble Trust.

10. The Liquidator and Miller have engaged in litigation in the Liquidation Proceeding concerning Miller's asserted ownership and claims relating to the Life Insurance Policies. Miller sought to intervene in the Liquidation Proceeding and moved this Court for injunctive relief, seeking to enjoin the Liquidator from taking action with respect to the Life Insurance Policies, including entering settlement agreements with the Insurers. While the Court denied Miller's requests for intervention and injunctive relief, Miller and the Liquidator have subsequently challenged the other's assertion of ownership of the Life Insurance Policies.

11. On July 7, 2009, the Court approved a settlement agreement between the Liquidator and PHL Variable Life Insurance dated November 6, 2008 (the "2008 PHL Settlement"), whereby, among other things, the Liquidator surrendered nine life insurance policies and PHL paid $1.5 million in settlement consideration. Miller objected to the 2008 PHL Settlement on the basis that he claimed an interest in two of the policies subject to the settlement. To resolve Miller's objection, the Liquidator agreed to hold $333,333.33 of the settlement funds

in escrow pending determination of Miller's asserted interest in the particular Life Insurance Policies.

12. The Liquidator and the Assigning Parties have engaged in substantial negotiations over the claims in and to the Life Insurance Policies, and have now resolved their disputes by entering into the Settlement Agreement.

Summary of Settlement Agreement[4]

13. The Liquidator and the Assigning Parties believe the Settlement Agreement is fair, reasonable and adequate, and is the result of arms-length negotiations between the parties and their counsel. In order to avoid the additional time, expense and resources that continued litigation concerning the ownership of the Life Insurance Policies, and any and all claims incident thereto, would undoubtedly consume, the Liquidator and Assigning Parties negotiated the Settlement Agreement, which by its terms does not become effective unless and until it is approved by this Court.

14. Under the Settlement Agreement, the Assigning Parties shall assign to the Liquidator their claims and interests against any and all persons and entities relating in any way to Noble Trust, the Life Insurance Policies, the Miller Trusts, the Noble Clients, or the Insurers. Specifically, upon the Effective Date of the Settlement Agreement, each Assigning Party, for itself and on behalf of any and all of its respective partners, predecessors and successors in interest, heirs, executors, administrators, assigns, parent companies, subsidiary companies, affiliates, transferees, insurers, beneficiaries, consultants, auditors, investors, purchasers, and present and former directors, officers, owners, employees, agents, attorneys and representatives,

[4] Notwithstanding the recitation in this Motion of the material terms of the Settlement Agreement, this is a summary only and all parties in interest are urged to read the Settlement Agreement in its entirety. In the event of any conflicts or inconsistencies between the summary contained in the Motion and the terms of the Settlement Agreement, the terms of the Settlement Agreement shall control.

shall be deemed to have assigned to the Liquidator its entire right, title and interest in any and all claims or interests that any such Assigning Party ever had, may have, or now has, against any and all persons and entities, including the Liquidator, Noble Trust, Aegean Scotia, Balcarres Group, LLC, the Insurers, the Noble Clients, and the respective heirs, successors, administrators, assigns, officers, directors, shareholders, members and agents of each of the foregoing, as the case may be, relating in any way to Noble Trust, the Life Insurance Policies, the Miller Trusts, the Noble Clients, or the Insurers.

15. The Settlement Agreement provides that the Liquidator shall release and discharge forever each of the Assigning Parties from any and all actions or claims which the Liquidator could assert against any of the Assigning Parties relating in any way to the Life Insurance Policies or the Miller Trusts. Specifically, upon the Effective Date of the Settlement Agreement, the Liquidator, for himself and on behalf of his predecessors and successors, shall be deemed to have released and discharged forever each of the Assigning Parties, and any and all of their predecessors and successors in interest, heirs, executors, administrators, transferees, insurers, and present and former directors, officers, owners, employees, agents and representatives, from any and all actions, suits, damages, claims or interests of any kind and description, whether direct, derivative, contingent, fixed, liquidated, unliquidated, known, unknown, legal or equitable arising prior to the Effective Date of the Settlement Agreement which the Liquidator ever had, may have, or now has, or could assert against any and all of the Assigning Parties relating in any way to the Life Insurance Policies or the Miller Trusts.

16. By the Settlement Agreement, the Assigning Parties jointly and severally represent and warrant to the Liquidator that each of the Assigned Claims is owned or held by the respective Assigning Party free and clear of any lien or encumbrance (other than one held by

another Assigning Party, which shall be considered part of that Assigning Party's assigned claims), and no Assigning Party has assigned or transferred any interest in any Assigned Claim to any person (whether natural or legal) who is not a party to the Settlement Agreement. Miller further represents that (1) except for the loans from Aqua Blue, the Miller Trusts have not entered into any loan or financing arrangements regarding or that otherwise encumbered the Life Insurance Policies, and (2) other than the claims of the Liquidator, the Insurers, and the other Assigning Parties, no other party has made any claim or demand against Miller with respect to the Life Insurance Policies. Subject to certain specific limitations, RCX has agreed to indemnify and hold harmless the Liquidator from any losses, costs, claims, or expenses that the Liquidator incurs as a result of any claims made by third parties relating to the Miller Trusts or the Life Insurance Policies.

17. Additionally, upon the Effective Date of the Settlement Agreement, in consideration of the assignments granted by the Assigning Parties, the Liquidator shall release and deliver to Miller, as agent for the Assigning Parties, a portion of the settlement funds that the Liquidator holds in escrow under the 2008 PHL Settlement.

18. The Settlement Agreement maximizes the value of the liquidation of Noble Trust by relieving the estate of further costs and the potential risk of continued litigation with the Assigning Parties, and provides for, among other things, (i) resolution of Miller's claim to the escrowed settlement funds from the 2008 PHL Settlement, with the Liquidator retaining a significant portion of such funds; (ii) confirmation of the Liquidator's ownership of the five Life Insurance Policies that were not subject to the 2008 PHL Settlement and elimination of any objections by Miller or any other of the Assigning Parties to settlements that the Liquidator may reach with respect to those Life Insurance Policies; (iii) confirming the Liquidator's right to

retain any payments made by the Insurers upon the surrender of the Life Insurance Policies; and (iv) the assignment by the Assigning Parties to the Liquidator of any and all claims relating in any way to Noble Trust, the Life Insurance Policies, the Miller Trusts, the Noble Clients, or the Insurers, including the proofs of claim filed by Miller and Aqua Blue in the Liquidation Proceeding. The Liquidator therefore believes that entering into the Settlement Agreement is an appropriate and prudent exercise of the Liquidator's judgment, and that the settlement resolves the pending disputes between the Liquidator and the Assigning Parties on terms that are advantageous to the liquidation of Noble Trust and Noble Trust creditors.

19. Accordingly, the Liquidator believes that approval of the Settlement Agreement is in the best interests of Noble Trust, its creditors, and all parties in interest. See In re Liquidation of The Home Ins. Co., 154 N.H. 472, 489-90 (2006).

WHEREFORE, the Liquidator requests that the Court enter an order, in substantially the form submitted herewith as Exhibit B, granting this Motion and approving the Settlement Agreement, and grant the Liquidator such other and further relief as is just.

Respectfully submitted,

Dated: June 6, 2013

GLENN A. PERLOW, BANK COMMISSIONER OF THE STATE OF NEW HAMPSHIRE, AS LIQUIDATOR OF NOBLE TRUST COMPANY

By his attorneys,

ANN M. RICE, DEPUTY ATTORNEY GENERAL

Peter C.L. Roth /amc

Peter C.L. Roth (NH Bar 14395)
Senior Assistant Attorney General
NEW HAMPSHIRE DEPARTMENT OF JUSTICE
33 Capitol Street
Concord, N.H. 03301-6397
(603) 271-3679

-and-

SHEEHAN PHINNEY BASS + GREEN PROFESSIONAL ASSOCIATION

Christopher M. Candon

Christopher M. Candon (NH Bar 21243)
1000 Elm Street, P.O. Box 3701
Manchester, NH 03105-3701
(603) 627-8139

-and-

DRUMMOND WOODSUM

Benjamin E. Marcus /amc

Benjamin E. Marcus (*pro hac vice*)
84 Marginal Way, Suite 600
Portland, ME 04101-2480
(207) 772-1941

Liquidator's Motion For Approval of Settlement Agreement
and Assignment of Claims With Stanley D. Miller
and Assigning Parties

EXHIBIT A

(Settlement Agreement)

SETTLEMENT AGREEMENT AND ASSIGNMENT OF CLAIMS

THIS SETTLEMENT AGREEMENT AND ASSIGNMENT OF CLAIMS (the "Agreement") is entered into as of the 10th day of January, 2013, by and among Ronald A. Wilbur, Bank Commissioner for the State of New Hampshire, in his capacity as duly appointed Liquidator for Noble Trust Company ("Noble") and Aegean Scotia Holdings, LLC (the "Liquidator"); Stanley Miller, individually and in his capacity as trustee under those trusts set forth on Exhibit A hereto ("Miller" and, such trusts collectively, the "Miller Trusts"); Heath McLaughlin ("McLaughlin"), Caldwell Life Strategies Corporation, successor to Ridgewood Finance, Inc. and Dukes Bridge, LLC ("Caldwell") and RCX I LLC, successor in interest to Aqua Blue Wealth Management, LLC ("ABWM")("RCX," and together with Miller, the Miller Trusts, McLaughlin and Caldwell, the "Assigning Parties").

BACKGROUND

WHEREAS, Noble was a non-depository bank chartered under the laws of the State of New Hampshire; and

WHEREAS, the Liquidator is the duly appointed Liquidator in the proceeding entitled "In the Matter of the Liquidation of Noble Trust Co.," (Docket No. 08-E-0053) (the "Liquidation Proceeding") pending in the Merrimack County Superior Court (the "Liquidation Court"); and

WHEREAS, prior to entering liquidation, Noble engaged in certain transactions involving the issuance of certain life insurance policies being issued by The Lincoln National Life Insurance Company, Penn Mutual Life Insurance Company, and PHL Variable Insurance Company (collectively the "Insurers") on the lives of seven of its individual clients, namely [redacted], [redacted], Harry O. Baker, Sr., Thomas G. Trasente, Walter Gorham, James M. Coull and Ronald Robinson (collectively, the "Noble Clients"), which policies are more specifically identified on Exhibit B hereto (collectively, the "Life Insurance Policies"); and

WHEREAS, the Miller Trusts, acting through Miller, entered into certain transactions with ABWM pursuant to certain Specialty Finance Loan Agreements and other related documents, pursuant to which funds were used to pay or refinance certain premiums under the Life Insurance Policies, and pursuant to which Miller, the Miller Trusts, and one or more of the remaining Assigning Parties, directly or indirectly, assert claims and interests in or relating to the Life Insurance Policies; and

WHEREAS, Miller further asserts that the Life Insurance Policies are property of Miller, in his capacity as trustee of the Miller Trusts, has sought to advance certain claims in the Liquidation Proceeding with regard to ownership of the Life Insurance Policies and rights to certain funds payable by the issuers of the Life Insurance Policies upon surrender of the Life Insurance Policies, including the filing of Proofs of Claims in connection therewith; and

WHEREAS, the Liquidator disputes such claims and interests, and further asserts that the Life Insurance Policies are assets and property that should be liquidated for the benefit of the Noble's estate; and

WHEREAS, Miller and the Liquidator have engaged in certain litigation in the Liquidation Proceeding concerning the foregoing claims and interests; and

WHEREAS, the parties hereto desire to compromise and resolve all of the claims, interests and disputes relating to Noble, the Life Insurance Policies, and all matters relating thereto without further controversy or litigation, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Claims. Effective upon the Effective Date of this Agreement (as defined below), each Assigning Party, for itself and on behalf of any and all of its respective partners, predecessors and successors in interest, heirs, executors, administrators, assigns, parent companies, subsidiary companies, affiliates, transferees, insurers, beneficiaries, consultants, auditors, investors, purchasers, and present and former directors, officers, owners, employees, agents, attorneys and representatives, hereby assigns to Liquidator its entire right, title and interest in and to any and all actions, suits, damages, claims or interests of any kind and description, whether direct, derivative, contingent, fixed, liquidated, unliquidated, known, unknown, legal or equitable arising prior to the Effective Date of this Agreement (as defined below) which such Assigning Party ever had, may have, or now has, against any and all persons and entities, including the Liquidator, Noble, Aegean Scotia, Balcarres Group, LLC, the Insurers, the Noble Clients, and the respective heirs, successors, administrators, assigns, officers, directors, shareholders, members and agents of each of the foregoing, as the case may be, relating in any way to Noble, the Life Insurance Policies, the Miller Trusts, the Noble Clients, or the Insurers (collectively the "Assigned Claims").

2. Release of Assigning Parties. Effective upon the Effective Date of this Agreement, the Liquidator, for himself and on behalf of his predecessors and successors, hereby releases and discharges forever each of the Assigning Parties, and any and all of their predecessors and successors in interest, heirs, executors, administrators, transferees, insurers, and present and former directors, officers, owners, employees, agents and representatives, from any and all actions, suits, damages, claims or interests of any kind and description, whether direct, derivative, contingent, fixed, liquidated, unliquidated, known, unknown, legal or equitable arising prior to the Effective Date of this Agreement which the Liquidator ever had, may have, or now has, or could assert against any and all of the Assigning Parties relating in any way to the Life Insurance Policies or the Miller Trusts.

3. Consideration. In consideration of the assignments made and releases granted by the Assigning Parties herein, the Liquidator agrees, upon the Effective Date of this Agreement, to release and deliver to Miller, as agent for the Assigning Parties, the amount of [redacted] from the remaining funds that the Liquidator holds in escrow under his agreement with PHL Variable Insurance Company dated as of November 6, 2008 (the "Assignment Payment").

4. Effective Date of Settlement. The Liquidator's signature of this Agreement is subject to approval by the Liquidation Court, which the Liquidator agrees to seek upon such

notice as the Liquidation Court may approve. The Effective Date of this Agreement shall be the date upon which the Liquidation Court's order approving this Agreement shall become final and no longer subject to appeal or, in the event of an appeal, has been affirmed after all appeals have been exhausted. In the event that such approval of this Agreement is not obtained, this Agreement shall become null and void, and the parties hereto shall be placed in the same position they were in before entering into this Agreement.

5. Representations and Warranties of Assigning Parties; Indemnification. The Assigning Parties hereby jointly and severally represent and warrant to the Liquidator that each of the Assigned Claims is owned or held by the respective Assigning Party free and clear of any lien or encumbrance (other than one held by another Assigning Party, which shall be considered part of that Assigning Party's claims assigned hereunder), and no Assigning Party has assigned or transferred any interest in any Assigned Claim to any person (whether natural or legal) who is not a party to this Agreement. RCX represents that it is the successor in interest to ABWM and that RCX holds all of ABWM's rights under its Specialty Loan Finance Agreements with the Miller Trusts. Miller represents that (1) except for the loans from ABWM, the Miller Trusts have not entered into any loan or financing arrangements regarding or otherwise encumbered the Life Insurance Policies, and (2) other than the claims of the Liquidator, the Insurers, and the other Assigning Parties, no other party has made any claim or demand against Miller with respect to the Life Insurance Policies. Except as provided below, RCX shall indemnify and hold harmless the Liquidator from any losses, costs, claims, or expenses that the Liquidator incurs as a result of any claims made by third parties relating to the Miller Trusts or the Life Insurance Policies or any breach of the representations and warranties made by RCX in this Agreement, such indemnity being limited to the amount of the Assignment Payment plus reasonable attorney fees and expenses incurred by the Liquidator relating thereto. The foregoing indemnification shall not apply to or include any claims or defenses now or hereafter made or asserted by the Insurers, the Noble Clients, or beneficiaries of the Life Insurance Policies, or their successors or assigns, relating to the issuance, procurement of or benefits due or owing under the Life Insurance Policies.

6. Representations and Warranties of Liquidator. The Liquidator hereby represents and warrants to the Assigning Parties that this Agreement has been duly authorized, executed and delivered, subject to court approval as set forth herein, and upon the Effective Date, shall be the legal, valid and binding obligation of the Liquidator.

7. Additional Assurances. The Assigning Parties agree, upon the written request of the Liquidator, to execute and deliver promptly such other documents, instruments, consents, assignments and/or agreements as the Liquidator shall reasonably require to confirm, record and enforce this assignment of rights, including, without limitation, the original promissory notes evidencing the Assigned Claims. If any Assigning Party fails to do so in a timely manner upon written request of the Liquidator, the Liquidator shall have the full right and authority to execute such documents in the name of such Assigning Party.

8. Governing Law; Venue. This Agreement shall be governed by, and shall be construed and enforced in accordance with, the internal substantive laws of the State of New Hampshire, without regard to the conflicts of laws principles thereof. It is acknowledged and agreed by each party hereto that each such party has had the assistance of legal counsel and has

significantly contributed to the negotiation and preparation of this Agreement, and this Agreement shall not be construed more strictly against one party than another. Any and all disputes arising under or related to this Agreement shall be brought before and determined by the Liquidation Court, which shall be the exclusive venue for any such proceeding.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument. Any signature delivered by facsimile transmission shall be deemed an original signature hereto. This Agreement will be deemed executed when all parties hereto have delivered their signed counterpart to Miller, as agent for the Assigning Parties, and by the Liquidator. Each party represents that this Agreement has been duly authorized, executed and delivered, subject (as to the Liquidator) to court approval.

10. Headings; Entire Agreement; Amendments. The paragraph headings contained in this Agreement are for convenience and reference only, and shall in no way affect the meaning or interpretation of this Agreement. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties with respect to such subject matter. This Agreement may be amended only by a written instrument duly executed by each of the parties hereto.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date set forth in Section 4 above.

RONALD A. WILBUR
Bank Commissioner for the State of New Hampshire,
As Liquidator of Noble Trust Company and Aegean Scotia Holdings, LLC

By: _____
Name: Ronald A. Wilbur
Date: 1/14/13

STANLEY MILLER, INDIVIDUALLY
AND AS TRUSTEE OF EACH OF THE MILLER TRUSTS

By: _____
Name: Stanley Miller
Date:

HEATH MCLAUGHLIN

By: _____
Name: Heath McLaughlin
Date:

CALDWELL LIFE STRATEGIES CORPORATION
Successor to Ridgewood Finance, Inc. and Dukes Bridge, LLC

By: _____
Name:
Title:
Date:

RCX I LLC, A DELAWARE LIMITED LIABILITY COMPANY
Successor in interest to Aqua Blue Wealth Management, LLC

By: Rhodium Capital, LLC, Managing Member

By: _____
Name:
Title:
Date:

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date set forth in Section 4 above.

RONALD A. WILBUR
Bank Commissioner for the State of New Hampshire,
As Liquidator of Noble Trust Company and Aegean Scotia Holdings, LLC

By:_____
Name: Ronald A. Wilbur
Date:

STANLEY MILLER, INDIVIDUALLY
AND AS TRUSTEE OF EACH OF THE MILLER TRUSTS

By:_____
Name: Stanley Miller
Date:

HEATH MCLAUGHLIN

By:_____
Name: Heath McLaughlin
Date:

CALDWELL LIFE STRATEGIES CORPORATION
Successor to Ridgewood Finance, Inc. and Dukes Bridge, LLC

By:_____
Name:
Title:
Date:

RCX I LLC, A DELAWARE LIMITED LIABILITY COMPANY
Successor in interest to Aqua Blue Wealth Management, LLC

By: Rhodium Capital, LLC, Managing Member

By:_____
Name:
Title:
Date:

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RONALD A. WILBUR
Bank Commissioner for the State of New Hampshire,
As Liquidator of Noble Trust Company and Aegean Scotia Holdings, LLC

By:_____
Name: Ronald A. Wilbur
Date:

STANLEY MILLER, INDIVIDUALLY
AND AS TRUSTEE OF EACH OF THE MILLER TRUSTS

By:_____
Name: Stanley Miller
Date:

HEATH MCLAUGHLIN

By: Heath McLaughlin
Name: Heath McLaughlin
Date: 01/13/2013

CALDWELL LIFE STRATEGIES CORPORATION
Successor to Ridgewood Finance, Inc. and Dukes Bridge, LLC

By:_____
Name:
Title:
Date:

RCX I LLC, A DELAWARE LIMITED LIABILITY COMPANY
Successor in interest to Aqua Blue Wealth Management, LLC

By: Rhodium Capital, LLC, Managing Member

By:_____
Name:
Title:
Date:

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RONALD A. WILBUR
Bank Commissioner or the State of New Hampshire,
As Liquidator of Noble Trust Company and Aegean Scotia Holdings, LLC

By:_____
Name: Ronald A. Wilbur
Date:

STANLEY MILLER, INDIVIDUALLY
AND AS TRUSTEE OF EACH OF THE MILLER TRUSTS

By:_____
Name: Stanley Miller
Date:

HEATH MCLAUGHLIN

By:_____
Name: Heath McLaughlin
Date:

CALDWELL LIFE STRATEGIES CORPORATION
Successor to Ridgewood Finance, Inc. and Dukes Bridge, LLC

By:_____
Name: James Healy
Title: Managing Director
Date: 11/11/2013

RCX I LLC, A DELAWARE LIMITED LIABILITY COMPANY
Successor in interest to Aqua Blue Wealth Management, LLC

By: Rhodium Capital, LLC, Managing Member

By:_____
Name:
Title:
Date:

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date set forth in Section 4 above.

RONALD A. WILBUR
Bank Commissioner for the State of New Hampshire,
As Liquidator of Noble Trust Company and Aegean Scotia Holdings, LLC

By:_____
Name: Ronald A. Wilbur
Date:

STANLEY MILLER, INDIVIDUALLY
AND AS TRUSTEE OF EACH OF THE MILLER TRUSTS

By:_____
Name: Stanley Miller
Date:

HEATH MCLAUGHLIN

By:_____
Name: Heath McLaughlin
Date:

CALDWELL LIFE STRATEGIES CORPORATION
Successor to Ridgewood Finance, Inc. and Dukes Bridge, LLC

By:_____
Name:
Title:
Date:

RCX I LLC, A DELAWARE LIMITED LIABILITY COMPANY
Successor in interest to Aqua Blue Wealth Management, LLC

By: Rhodium Capital, LLC, Managing Member

By:_____
Name:
Title:
Date:

Exhibit A: The Miller Trusts

1. The Harry O. Baker Irrevocable Sub Trust dated June 18, 2007
2. The James M. Coull Irrevocable Sub Trust dated August 21, 2007
3. The Walter Gorham Irrevocable Sub Trust dated June 18, 2007
4. The Ronald Robinson Irrevocable Sub Trust dated September 6, 2007
5. The [redacted] Irrevocable Sub Trust dated June 18, 2007
6. The [redacted] Irrevocable Sub Trust dated June 18, 2007
7. The Thomas G. Trasente Irrevocable Sub Trust dated June 18, 2007

Exhibit B: Life Insurance Policies

1. Client: [redacted]
   Insurer: The Lincoln National Life Insurance Company
   (f/k/a Jefferson-Pilot Life Insurance Company)
   Policy Number: JF-5563576
   Date: February 14, 2007

2. Client: [redacted]
   Insurer: The Lincoln National Life Insurance Company
   (f/k/a Jefferson-Pilot Life Insurance Company)
   Policy Number: JF-5566700
   Date: June 7, 2007

3. Client: Harry O. Baker, Sr.
   Insurer: Penn Mutual Life Insurance Company
   Policy Number: 8 192 490
   Date: May 11, 2007

4. Client: Thomas G. Trasente
   Insurer: PHL Variable Insurance Company
   Policy Number: 97521456
   Date: June 4, 2007

5. Client: Walter Gorham
   Insurer: PHL Variable Insurance Company
   Policy Number: 97520807
   Date: May 1, 2007

6. Client: James M. Coull
   Insurer: PHL Variable Insurance Company
   Policy Number: 97522825
   Date: July 30, 2007

7. Client: Ronald Robinson
   Insurer: PHL Variable Insurance Company
   Policy Number: 97522556
   Date: September 6, 2007

Liquidator's Motion For Approval of Settlement Agreement
and Assignment of Claims With Stanley D. Miller
and Assigning Parties

EXHIBIT B

(Proposed Order)

THE STATE OF NEW HAMPSHIRE

MERRIMACK, SS SUPERIOR COURT

Docket No. 08-E-0053

In the Matter of the Liquidation of
Noble Trust Company

ORDER GRANTING MOTION FOR APPROVAL
OF SETTLEMENT AGREEMENT AND ASSIGNMENT OF CLAIMS
WITH STANLEY D. MILLER AND ASSIGNING PARTIES

Upon consideration of the Liquidator's Motion for Approval of Settlement Agreement and Assignment of Claims with Stanley D. Miller and Assigning Parties dated June 6, 2013 (the "Motion"), pursuant to which the Liquidator of Noble Trust Company (the "Liquidator" and "Noble Trust," respectively),[1] and Stanley D. Miller, individually and in his capacity as trustee under those trusts identified in the Settlement Agreement ("Miller" and, such trusts collectively, the "Miller Trusts"), Heath McLaughlin ("McLaughlin"), Caldwell Life Strategies Corporation, successor to Ridgewood Finance, Inc. and Dukes Bridge, LLC ("Caldwell") and RCX I LLC, successor to Aqua Blue Wealth Management, LLC ("RCX," and together with Miller, the Miller Trusts, McLaughlin and Caldwell, the "Assigning Parties"), seek approval of their Settlement Agreement and Assignment of Claims (the "Settlement Agreement"); due written notice of the Motion, the hearing on the Motion and the deadline for filing objections thereto having been given and served upon all creditors and other interested persons entitled thereto in the manner specified by the procedures approved by this Court; the Court having reviewed the Motion and

[1] At the time of the execution of the Settlement Agreement, Ronald A. Wilbur was the Liquidator of Noble Trust. On February 1, 2013, Glenn A. Perlow was appointed by order of this Court the successor Liquidator of Noble Trust. As successor Liquidator, Mr. Perlow endorses the Settlement Agreement and by the Motion moves for its approval.

having reviewed the Confidential Affidavit supporting the Motion and the Settlement Agreement filed under seal in accordance with this Court's Order Establishing Settlement Agreement Review Procedures dated December 5, 2012; there being no objections made to the relief requested; and having found that approval of the Settlement Agreement is an appropriate and prudent exercise of the Liquidator's judgment, and is in the best interests of this estate and its creditors; and, after due deliberation and sufficient cause appearing therefor; it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is granted, and the Settlement Agreement is approved. The Liquidator, Assigning Parties and all other parties are authorized to take all steps and execute all documents necessary or permitted to consummate or otherwise enter into the Settlement Agreement.

2. In compliance with the procedures approved by this Court, the Liquidator has provided adequate notice to creditors and other interested persons of the hearing on the Motion, the issues to be decided at the hearing, and the deadline for filing objections.

3. The Effective Date[2] shall be deemed to occur on the date that this order shall have become non-appealable or, in the event of an appeal, has been affirmed after all appeals therefrom have been exhausted.

4. Upon the Effective Date of the Settlement Agreement, each Assigning Party, for itself and on behalf of any and all of its respective partners, predecessors and successors in interest, heirs, executors, administrators, assigns, parent companies, subsidiary companies, affiliates, transferees, insurers, beneficiaries, consultants, auditors, investors, purchasers, and present and former directors, officers, owners, employees, agents, attorneys and representatives,

[2] Capitalized terms used in this Order and not otherwise defined herein are intended to have the same meaning as ascribed to them in the Settlement Agreement.

shall be deemed to have assigned to the Liquidator its entire right, title and interest in any and all claims or interests that any such Assigning Party ever had, may have, or now has, against any and all persons and entities, including the Liquidator, Noble Trust, Aegean Scotia, Balcarres Group, LLC, the Insurers, the Noble Clients, and the respective heirs, successors, administrators, assigns, officers, directors, shareholders, members and agents of each of the foregoing, as the case may be, relating in any way to Noble Trust, the Life Insurance Policies, the Miller Trusts, the Noble Clients, or the Insurers.

5. Upon the Effective Date of the Settlement Agreement, the Liquidator, for himself and on behalf of his predecessors and successors, shall be deemed to have released and discharged forever each of the Assigning Parties, and any and all of their predecessors and successors in interest, heirs, executors, administrators, transferees, insurers, and present and former directors, officers, owners, employees, agents and representatives, from any and all actions, suits, damages, claims or interests of any kind and description, whether direct, derivative, contingent, fixed, liquidated, unliquidated, known, unknown, legal or equitable arising prior to the Effective Date of the Settlement Agreement which the Liquidator ever had, may have, or now has, or could assert against any and all of the Assigning Parties relating in any way to the Life Insurance Policies or the Miller Trusts.

6. RCX shall indemnify and hold harmless the Liquidator from any losses, costs, claims, or expenses that the Liquidator incurs as a result of any claims made by third parties relating to the Miller Trusts or the Life Insurance Policies or any breach of the representations and warranties made by RCX in the Settlement Agreement, such indemnity being limited to the amount of the Assignment Payment plus reasonable attorney fees and expenses incurred by the Liquidator relating thereto. The foregoing indemnification shall not apply to or include any

claims or defenses now or hereafter made or asserted by the Insurers, the Noble Clients, or beneficiaries of the Life Insurance Policies, or their successors or assigns, relating to the issuance, procurement of or benefits due or owing under the Life Insurance Policies.

7. Upon the Effective Date of the Settlement Agreement, in consideration of the assignments granted by the Assigning Parties, the Liquidator shall release and deliver to Miller, as agent for the Assigning Parties, the Assignment Payment.

So Ordered.

Dated: _____ __, 2013

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Hon. Larry M. Smukler