

**THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH
SUPERIOR COURT**

Merrimack Superior Court
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NOTICE OF DECISION

**Christopher M. Candon, ESQ
Sheehan Phinney Bass & Green PA
1000 Elm St
PO Box 3701
Manchester NH 03105-3701**



Case Name: **In the Matter of the Liquidation of Noble Trust Company**
Case Number: **217-2008-EQ-00053**

Enclosed please find a copy of the court's order of April 07, 2014 relative to:

**ORDER APPROVING SETTLEMENT AGREEMENT AND RELEASE WITH SECURITY LIFE OF
DENVER INSURANCE COMPANY**

April 09, 2014

William S. McGraw
Clerk of Court

(484)

C: Steven A Solomon, ESQ; Russell F Hilliard, ESQ; Thomas Hetherington, ESQ; Gordon J MacDonald, ESQ; John M Sullivan, ESQ; Peter C.L. Roth, ESQ; Byrne J. Decker, ESQ; Michele E. Kenney, ESQ; Jonathan P. Pavlovcak, ESQ; William S. Gannon, ESQ; J. Christopher Marshall, ESQ; Bertrand A. Zalinsky, ESQ; David D. Cowan; Steven J. Lauwers, ESQ; Michael S. Lewis, ESQ; Nathan R. Lander, ESQ; James F. Laboe, ESQ; Stephen A. Serfass

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 APPROVING SETTLEMENT AGREEMENT AND RELEASE
WITH SECURITY LIFE OF DENVER INSURANCE COMPANY**

Upon consideration of the Liquidator's Motion and Incorporated Supporting Memorandum for Approval of Settlement Agreement and Release With Security Life of Denver Insurance Company dated January 30, 2014 (the "Motion") pursuant to which Glenn A. Perlow, Bank Commissioner for the State of New Hampshire, in his capacity as Liquidator of Noble Trust Company (the "Liquidator" and "Noble Trust," respectively), seeks approval of a Settlement Agreement and Release by and between the Liquidator and Security Life of Denver Insurance Company (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, investors, and other interested persons entitled thereto, including by publication in the manner specified by this Court's Order Approving Notice and Objection Procedures for Hearings on Motions for Approval of Settlement and Release Agreements dated January 31, 2014 (the "Procedures Order"); this Court having reviewed the Motion, the Affidavit of Robert A. Fleury in Support of the Motion and the unredacted 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 to the Motion; having heard the arguments and statements of counsel, and being otherwise fully advised in the premises; and having found that approval of the Settlement Agreement is an appropriate and prudent exercise of the Liquidator's

judgment, is fair and reasonable 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, Security Life of Denver Insurance Company ("Security Life") and all other parties are authorized to take all steps and execute all documents necessary or convenient to consummate or otherwise enter into the Settlement Agreement. Neither the Liquidator nor Security Life shall have or incur any liability to any person or entity with respect to any of the actions required or permitted to implement the Settlement Agreement or for having entered into the Settlement Agreement.
2. Having complied with the Procedures Order, the Liquidator has provided adequate and sufficient notice to investors, creditors, and any and all other interested persons whose interests may be affected by the approval and implementation of the Settlement Agreement, of the hearing on the Motion, the issues to be decided at the hearing, and the deadline for filing objections. Accordingly, the Liquidator has complied with all applicable requirements of due process with respect to the Motion and the relief requested therein.
3. The Settlement Agreement shall not become effective unless and until this order becomes final. This order each shall become final on the date that it is no longer subject to appeal, or in the event of an appeal(s), has been affirmed after all appeals therefrom have been exhausted ("Final").
4. Upon this Order becoming Final, the Policy¹ shall be void *ab initio* as of the Effective Date of the Settlement Agreement, and no individual or entity shall have any rights

¹ 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.

with respect to the Policy, at law or in equity. In the event of the death of the Insured under the Policy prior to this Order becoming Final, no claim shall be submitted to Security Life and no death benefits shall be payable under the Policy.

✓ 5. Within ten (10) business days of this order becoming Final, the Liquidator will transmit to Security Life a signed certification, confirming that the Liquidator relinquishes all rights and interest in the Policy Documents as well as the Policy, including the original Policy (the "Certification"). The provision of the Certification shall be deemed a constructive tender of the Policy Documents, and shall be the surrender by the Liquidator of the Policy as confirmation that it is void *ab initio*. Regardless of the degree to which the Liquidator transmits the Policy Documents to Security Life and/or provides the Certification to Security Life, the Policy shall be deemed to be officially surrendered as soon as the Settlement Funds (defined below) are paid to the Liquidator.

6. The Liquidator is authorized to utilize the Policy Documents as evidence in the course of administering any claim against the liquidation estate in connection with the Policy. Any such use by the Liquidator of the Policy Documents will not impact the fact that the Policy has been surrendered and is void *ab initio*.

7. Security Life shall pay a litigation settlement payment of a confidential sum as set forth in the Settlement Agreement (the "Settlement Funds") within ten (10) business days after the Liquidator's delivery of the Certification to Security Life, but in any event no later than ✓ twenty (20) business days after this Order becomes Final.

8. Upon this Order becoming Final, Security Life and the Liquidator shall be deemed to have released each other from any and all claims in connection with, arising out of, or in any way related to the subject matter of the Policy, and both Security Life and the Liquidator are hereby released from liability associated with any such claims, provided, however, Security

Life retains the right to institute any action or pursue any claims it might have against Global Financial Investors, Griffin Financial Group, Inc., Ted N. Griffin, or Kerry Piandes (collectively, the "Producers"), and the Insured.

9. The Liquidator shall not pursue any action against any person or entity (including the Producers) not released in the Settlement Agreement related to the subject matter of the Policy. However, if such person or entity asserts a claim (whether legal or equitable, in any form or manner) against the liquidation estate or in connection with the Liquidation Proceeding, the Liquidator shall have the right to object to and defend against any such claim. In the course of defending any claim asserted against the liquidation estate by any such person or entity, the Liquidator shall not assert any claims seeking affirmative relief against such person or entity.

10. All the releases set forth in the Settlement Agreement shall be binding on any and all parties asserting an interest in the Policy. Any and all claims concerning the matters contemplated by the Settlement Agreement, the Policy, and any related agreements are forever barred as set forth in Paragraph 11.

11. No person or entity that is or ever was the insured, the owner or beneficiary of, the holder of a beneficial interest in a trust that is or ever was the owner or beneficiary of, the premium financer of, or an investor in the Policy, or who is or ever was an investor in Noble Trust Company or Aegean Scotia Holdings, LLC (collectively "Investors") or who is or ever was a creditor of Noble Trust Company or Aegean Scotia Holdings, LLC (collectively "Creditors") shall commence, file, or prosecute a suit, arbitration, or other legal proceeding in any court or tribunal or before any arbitral body or panel, or assert any claim or cause of action in any such proceeding or forum, against Security Life or any of its predecessors, successors, assigns, or affiliates, or against their respective directors, officers, or employees in their capacities as such, that is in any manner based on, or seeks any remedy or relief relating to: (1) Security Life having

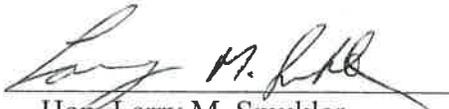
entered into and complied with the Settlement Agreement and Release with the Liquidator by which the Policy was agreed to be void *ab initio*, (2) any such insured, owner, beneficiary, investor or creditor having either (A) dealt or contracted with the Liquidator, Noble Trust Company, and/or Aegean Scotia Holdings, LLC, and each of their respective predecessors, successors, heirs, administrators, assigns, partners, officers, directors, employees, agents, representatives, trustees, attorneys, affiliates and all affiliated companies (collectively hereinafter the "Noble Parties") or (B) invested or agreed to invest in the Policy, in a secondary market transaction related to the Policy, or in rights to or a fractional interest in the Policy or (C) been named or designated, or agreed or intended to have been named or designated, as a beneficiary of the Policy, regardless of whether any such designation ever was, or was ever agreed or intended to be, irrevocable. Any and all claims and causes of action held by or accruing to any Investors or Creditors against Security Life within the scope of this paragraph, however denominated, regardless of the allegations, facts, law, theories, or principles on which they may be based, including but not limited to claims for damages, contribution, or indemnity, against Security Life, by any Investor or Creditor and by any person who acquired an interest in the Policy from or through an Investor or Creditor, including but not limited to persons that are parties to this proceeding and all others who receive notice of the Motion, this Order or of this paragraph, whether such claims now exist or have accrued or may in the future exist or accrue, are hereby extinguished, discharged, satisfied, and otherwise unenforceable, all to the fullest extent of the Court's jurisdiction.

12. Notwithstanding anything in the preceding paragraph, however, nothing in this order shall prevent any Investor or Creditor from asserting or continuing to assert a claim against the liquidation estate of Noble Trust Company and Aegean Scotia Holdings, LLC.

13. The surrender of the Policy shall be free and clear of all liens, claims and interests in the Policy of any kind or nature whatsoever held by any individual or entity. All such liens, claims and interests against the Policy shall be subject to allowance or disallowance as part of the claims adjudication process in the Liquidation Proceeding, including under any Plan of Liquidation that this Court may approve.

So Ordered.

Dated: April 7, 2014


Hon. Larry M. Smukler