

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

IN THE JOHNSON CIRCUIT COURT
41C01 - 0801 - MF - 00001

FRED MEYER, JR., *ET.AL.*,)
)
Plaintiffs,)
)
v.)
)
ANSURE MORTUARIES OF)
INDIANA, LLC., *ET.AL.*,)
)
Defendant.)

FILED

APR 29 2010

Shirley S. Jackson
CLERK, JOHNSON CIRCUIT COURT

**ORDER APPROVING FORM OF
AMENDED AND RESTATED PURCHASE AGREEMENT AND
AUTHORIZING SALE OF EQUITY INTERESTS AND ASSETS**

This matter came before the Court April 13, 2010 on the Receiver's "Motion For The Entry Of An Order Approving The Sale Of Certain Equity Interests And Assets Of The Ansure Companies And Form Of Purchase Agreement" (Hereinafter: the "Sale Motion") filed April 2, 2010. Argument was heard on this motion on April 13, 2010 (Hereinafter: the "Sale Hearing") and further update was provided on April 28, 2010. Notice of the Sale Hearing to approve the Sale Motion was given by service upon all Parties to this proceeding. Further details regarding the April 13, 2010 hearing are set forth in this Court's "Order on April 13, 2010 Hearing" entered April 26, 2010; further details regarding the April 28, 2010 hearing are set forth in this Court's "Order on April 28, 2010 Hearing" entered April 28, 2010.

The Court, having taken the matter under advisement and being duly advised in the premises, now **FINDS** and **CONCLUDES** as follows.

I. PROCEDURAL HISTORY.

1. Lynnette Gray is this Court's duly appointed Receiver for Ansure Mortuaries of Indiana, LLC, Chapel Hill Funeral Home, Inc., Covington Memorial Funeral Home, Inc., Covington Memorial Gardens, Inc., Forest Lawn Memorial Chapel, Inc., Forest Lawn Memory Gardens, Inc., Memory Gardens Management, Corporation, American Bronze Craft, Inc., Lincoln Memory Gardens, Gill Funeral Home, LLC, Gardens of Memory Cemetery, LLC, Garden View Funeral Home, LLC, Quality Printers, Mercury Development Corp., Quality Marble Imports, Memorial Planning Agency, Meyer Industries, Inc., Royal Oak Memorial Gardens of Ohio, Ltd., , Heritage Hills Memory Gardens of Ohio, Ltd., Memory Gardens Logistics, LLC, Forrest Lawn Funeral Home

Properties, LLC, Hamden Memorial Funeral Home, Inc. and their affiliates, (Hereinafter: “Ansure Companies”).

2. In its “Findings of Fact, Conclusions Thereon, Preliminary Injunction, and Order of Continuing Receivership” (Hereinafter: “Receivership Order”) entered May 2, 2008, this Court defined the Receiver’s authority as follows.

260. The Receiver shall have all rights and powers provided by Indiana law, including, but not limited to Indiana Code § 32-30-5-7.

261. The exclusion of any implied power therein shall not be deemed as a limitation on the Receiver’s right to petition the Court for permission to perform any other act or exercise any other power respecting Ansure Mortuaries of Indiana LLC and its wholly-owned subsidiaries.

262. The Receiver shall, specifically:

- A. Take control of Ansure Mortuaries of Indiana, LLC, including all wholly owned subsidiaries;
- B. Marshall and account for all assets of the business entities;
- C. Marshall and account for all trust fund assets of the business entities;
- D. Assume the management of the day-to-day operations the business entities; and,
- E. Manage the business operations of each entity in the best interests of the creditors and owner(s) thereof.

3. In the Sale Motion, the Receiver seeks authority to enter into an Amended and Restated Asset Purchase Agreement (the “APA”) to sell the Stock¹ and Acquired Assets pursuant to the terms and conditions of the Amended and Restated Asset Purchase Agreement between the Receiver and StoneMor Operating, LLC, StoneMor Indiana, LLC, StoneMor Indiana Subsidiary, LLC and Ohio Cemetery Holdings, Inc. (Hereinafter collectively referred to hereafter as: “Buyer or StoneMor”) attached to the Sale Motion as Exhibit A (Hereinafter: the “APA”).

4. At the Sale Hearing, the Receiver advised the Court that she recommends the Sale Motion for approval in that it is in the best interest of creditors and customers of the Ansure Companies. Also, approval of the Sale Motion is recommended by the States of Indiana, Michigan and Ohio and the Plaintiffs herein, commonly known as the Meyer Family.

5. Objections to the Sale Motion were filed by Deborah Johnson, The State of Indiana, Forethought Federal Savings Bank (Hereinafter: “Forethought”) and Angela Farno (Hereinafter: “Farno”).

6. In response to those objections, the Receiver advised the Court that the APA would be amended:

- A. To remove Section 5.18 of the APA;
- B. To revise Section 5.17 to require that notice of the transactions contemplated by the APA shall be given as required by statute;
- C. To withdraw the request set forth in paragraph 48 of the Sale Motion to the extent it seeks to transfer any Misappropriation Claims that belong to Farno.

¹ Capitalized terms defined in the Amended and Restated Asset Purchase Agreement, but not defined herein shall have the meanings ascribed to those terms in the Amended and Restated Asset Purchase Agreement.

7. At the April 28, 2010 hearing, the Receiver's Counsel advised the Court that the last sentence in paragraph 41 was being withdrawn from the Sale Motion. Following these comments by counsel for the Receiver on amendments to be made to the APA, the State of Indiana and Farno withdrew their objections, subject to the entry of an Order approving the Sale Motion as modified and completion of the proposed amendments to the APA.
8. The objections and / or responses filed by the State of Indiana and Farno were formally withdrawn on April 29, 2010.
9. The Court, having reviewed the Sale Motion, the comments of counsel for interested parties at the Sale Hearing, and the record in this case, and being otherwise duly advised, now **GRANTS** the Sale Motion, as the Sale Motion has been made for good cause.

II. FINDINGS RELEVANT TO ORDER OF SALE.

10. This Court has the necessary jurisdiction over the Ansure Companies and to hear and determine the Sale Motion pursuant to Indiana Code 32-30-5-1 and 32-30-5-7(5).
11. This Court formally address the potential need to sell the assets of the Ansure Companies in its "Order on August 31, 2009 Status / Motions Hearing" entered September 15, 2010.
 60. This Court has allowed the ongoing operation of the Ansure Corporate Parties by the Receiver, rather than liquidation, in order to allow for the maximization of profits toward to goal of restoring the Ansure Trusts, and to extend, to the best of the Court's ability, the breadth of the Due Process due to Robert Nelms and the other parties.
 61. However, as the funds available to cover the costs of the Receivership dwindle towards exhaustion, and as the options proffered by the Parties to restore the liquid assets in the Ansure Trusts to the appropriate levels has fallen by the wayside, liquidation of the Ansure Corporate Parties' assets looms as an ever increasing alternative for this Court to consider in order that the interests of all parties are protected.
 62. Robert Nelms and the Ansure Corporate Parties argue that liquidation of the Ansure Corporate Parties' assets would be a violation of Robert Nelms' constitutional Due Process rights.
 63. This Court's Receivership was initially created by a preliminary agreement of the Parties, with certain rights reserved.
 64. The Court notes that the continuation of the Receivership occurred following an evidentiary hearing during which the Ansure Corporate Parties and Robert Nelms appeared and presented both evidence and argument. The Court further notes that neither the Ansure Corporate Parties nor Robert Nelms availed themselves of the expedited appeal procedures available to contest the appointment of a Receiver.
 65. Thus, Robert Nelms' Due Process rights, especially as relevant to the potential liquidation of the Ansure Corporate Parties' assets, have largely been compromised by Nelms' own procedural choices. However, liquidation of the Ansure Corporate Parties' assets do not compromise Robert Nelms'

entitlement to just compensation.

66. In addition, the issue of Robert Nelms' involvement in and culpability for theft of the Ansure Trusts and securities fraud has largely been resolved through the Amended Plea Agreement and the acceptance thereof by the Marion Superior Court.
 67. Finally, the Court notes that, in relevant part, Indiana Code 32-30-5-7 provides that the Receiver "may, under control of the court or the judge . . . (5) sell property; in the receiver's own name." . . .
 73. In this spirit, and in the interests of bringing these matters to prompt conclusion, the Court shall delay the implementation of sale procedures for thirty (30) days in order to allow Robert Nelms and / or the Ansure Corporate Parties to create a definitive plan to restore liquid assets in the Ansure Trusts.
 74. In the absence of such a definitive plan, the Court anticipates that it will authorize the Receiver to begin the liquidation process as a step towards the paramount goal of restoring liquidity to the Ansure Trusts.
12. After a series of requests to delay entry of specific sale procedures, this Court issued its "Order Establishing Sale Procedures" on January 12, 2010.
 13. All interest parties were provided adequate and sufficient notice of the Sale Motion, the Sale Hearing and the proposed sale of the Stock and Acquired Assets. No other or further notice of the Sale Motion, the Sale Hearing, or the entry of this Sale Order is required.
 14. All Parties to this proceeding have been provided a reasonable opportunity to object or be heard regarding the relief requested in the Sale Motion.
 15. Any filed objections to the Sale Motion have been withdrawn or are hereby overruled.
 16. It is uncontroverted that, upon approval of this Court, the Receiver has the authority, pursuant to I.C. 32-30-5-7(5) to enter into the APA and to sell the Acquired Assets and the Stock.
 17. In this instance, Ansure Mortuaries of Indiana, LLC (Hereinafter: "Ansure"), its board of directors, and its sole owner, Robert Nelms, have consented to the Sale Motion and the terms and conditions of the APA including, without limitation, the sale of the Acquired Assets and the Stock by the Ansure Companies and have agreed to take or cause to be taken all necessary corporate action required in connection therewith. The foregoing consents are held in escrow pending finalization of the APA and exhibits thereto. No other consents or approvals, other than those expressly provided for in the APA, are required to consummate such transactions.
 18. The sale of the Stock and Acquired Assets reflects the exercise of the business judgment of the Receiver and the Ansure Board of Directors and is further supported by the compelling circumstances described in the Sale Motion and in the evidence presented at the Sale Hearing.
 19. Pursuant to comments of Counsel for the Receiver, the allocation of the consideration for the purchase is based upon the valuation performed by Lawrence F. Sloane. Mr. Sloane's valuation was admitted in prior hearings before this Court. In partial response to the objections of Forethought, the Receiver has agreed to provide Forethought with the allocation of the purchase

- price as it relates to Memory Gardens Management Corporation.
20. Objections concerning the sufficiency of the Closeout Account to pay their claims were raised by both Deborah Johnson and Forethought. The Receiver's Counsel has noted that the Closeout Account is defined in the APA as an account containing "...an amount deemed sufficient by the Receiver, and approved by the Buyer, to fund the payment of all remaining claims of the Receivership, excluding those claims which the Receiver reasonably deems applicable to the continuing businesses of the entities or assets not being purchased by the Buyer (except to the extent that the purchase by the Buyer results in the creation of such claims)."
 21. The Court finds that this account will be funded adequately to pay the objectors.
 22. Approval of the APA and consummation of the sale of the Stock and Acquired Assets at this time is in the best interests of the Ansure Companies, their creditors, and customers.
 23. Therefore, the Receiver has articulated a good and sufficient business justification for the sale of the Stock and Acquired Assets that:
 - A. In the absence of a prompt sale of the Stock and Acquired Assets, the Receivership Estate will not have sufficient cash to continue operations of the Ansure Companies in the normal course of business as they have been operated during the Receivership.
 - B. The proposed sale is likely to restore liquidity to the funeral and cemetery trust funds;
 - C. Claims against the Receivership estate will be minimized as a result of the consummation of the sale and, in particular, the assumption by the Buyer of the obligations which are described in the APA.
 24. The terms and conditions of the APA are fair and reasonable.
 25. The consideration for the APA is fair and reasonable and constitutes reasonably equivalent and fair market value.
 26. The Buyer has demonstrated the ability to do and perform its obligations under the APA and to operate the Acquired Assets and the businesses represented by the Stock interests being transferred under the APA following the closing.
 27. The APA was negotiated, proposed and entered into by the Parties without collusion, in good faith, and on an arms' length basis. Each of the Buyers is a good faith purchaser for value.
 28. The Buyer is acting in good faith in closing the transactions contemplated by the APA.
 29. The transfer of the Assets pursuant to the APA is or will be a legal, valid and effective transfer of property of the Receivership estate to the Buyer, and vests or will vest in the Buyer all right, title, and interest in and to the Acquired Assets and the Stock.
 30. Other than as expressly provided in the APA, the transfer of the Acquired Assets and the Stock does not and will not subject the Buyer to any debts, liabilities, obligations, commitments, responsibilities, or claims of any kind or nature whatsoever, whether known or unknown, contingent or otherwise, existing as of the date hereof or hereafter arising, against the Ansure

Companies by reason of such transfer under the laws of the United States or any state, territory or possession thereof applicable to such transactions.

31. All of the provisions of this Sale Order and the APA are non-severable and mutually dependent.
32. The Court hereby incorporates as part of this Sale Order its comments made as part of its oral ruling with respect to the Sale Motion delivered at the conclusion of the Sale Hearing.

III. SALE ORDER.

33. **IT IS THEREFORE ORDERED** that the Sale Motion is hereby **GRANTED**, provided, however, that:
 - A. Paragraph 48 of the Sale Motion shall be **DELETED** and **REPLACED** with paragraph 53 of this Sale Order; and,
 - B. The last sentence of paragraph 41 is **WITHDRAWN** from the Sale Motion at the request of the Receiver.
34. **IT IS FURTHER ORDERED** that the form of and the terms and conditions and transactions contemplated by the APA are hereby **APPROVED** in all respects. The sale of the Stock and Acquired Assets pursuant to the APA is hereby **AUTHORIZED** and **DIRECTED**.
35. **IT IS FURTHER ORDERED** that the sale of the Stock and Acquired Assets by Nelms and the Receiver to Buyer shall constitute a legal, valid, and effective transfer and shall vest the Buyer with all right, title and interest in and to the Acquired Assets and Stock.
36. **IT IS FURTHER ORDERED** that the Receiver, the Ansure Companies, and Nelms are **AUTHORIZED, DIRECTED, AND EMPOWERED FULLY** to perform, consummate, and implement the APA, together with all additional instruments and documents that may be reasonably necessary or desirable to implement and carry out the terms of the APA.
37. **IT IS FURTHER ORDERED** that the Receiver, the Ansure Companies, and Nelms are **AUTHORIZED, DIRECTED, AND EMPOWERED FULLY** to take all further actions as may reasonably be requested by the Buyer for the purpose of assigning and transferring the Acquired Assets and Stock to the Buyer, or as may be necessary or appropriate to the performance of the obligations of the Ansure Companies contemplated by the APA.
38. **IT IS FURTHER ORDERED** that the Stock and Acquired Assets include the Muncie Tract, more particularly described in the Trustee's Deed dated August 28, 2006, recorded on September 14, 2006, as Instrument No. 2006R21233, in the Official Records in the Office of the Delaware County Recorder, State of Indiana (Hereinafter: "Recorder's Office").
39. **IT IS FURTHER ORDERED** that the Stock and Acquired Assets include Gardens of Memory cemetery and Garden View Funeral Home to be transferred to the Buyer free and clear of the Real Estate Mortgage and Security Agreement (Hereinafter: "Muncie Mortgage") dated January 10,

1992, recorded February 6, 1992, in Mortgage Record 1992, page 2328, assigned by Assignment of Mortgage recorded February 6, 1992 in Release Record 1992, page 412, further assigned by Assignment of Mortgage recorded August 31, 2005, as Instrument No. 2005 R18843, and further assigned by Assignment of Mortgage dated August 25, 2006, recorded September 18, 2006, as Instrument No. 2006R21351 in the Official Records in the Recorder's Office.

40. **IT IS FURTHER ORDERED** that the Stock and Acquired Assets shall be transferred to the Buyer and, upon the closing of the transactions contemplated by the APA, the Receiver shall file a Report of Sale with this Court confirming the closing on the sale of the Acquired Assets and the Stock.
41. **IT IS FURTHER ORDERED** that the perpetual care trust and pre-need merchandise / services trust / escrow accounts and assets of Gardens of Memory cemetery and Garden View Funeral Home, including the Muncie Tract, in the name Memory Gardens Management Corporation Gardens of Memory Trust, as Successor-Trustee for the Muncie Gardens of Memory Trust under Agreement, and the Muncie Mortgage, in the name Memory Gardens Management Corporation Gardens of Memory Trust c/o Security Financial Management Co., Trustee, are in the custody and under the control of the Receiver pursuant to this Court's May 2, 2008 Receivership Order.
42. **IT IS FURTHER ORDERED** that the transfer of the Muncie Tract, and the release of the Muncie Mortgage from Gardens of Memory cemetery and Garden View Funeral Home in connection with their transfer, by the Receiver to the Buyer, shall constitute legal, valid and effective transfers and releases and shall vest the Buyer with all right, title and interest in and to the Muncie Tract and Gardens of Memory cemetery and Garden View Funeral Home free and clear of the Muncie Mortgage.
43. **IT IS FURTHER ORDERED** that, except as expressly provided in the APA, the Buyer is **NOT ASSUMING**, nor shall it in any way whatsoever be liable or responsible for, as a successor or otherwise, any liabilities, debts or obligations of the Ansure Companies or any liabilities, debts or obligations in any way whatsoever relating to or arising from the Acquired Assets or the Stock prior to consummation of the transactions contemplated by the APA, or any liabilities calculable by reference to the Ansure Companies or their assets or operations, or relating to continuing conditions existing on or prior to consummation of the transactions contemplated by the APA, which liabilities, debts and obligations are hereby extinguished insofar as they may give rise to successor liability, without regard to whether the claimant asserting any such liabilities, debts or obligations has delivered to the Buyer a release thereof.
44. **IT IS FURTHER ORDERED** that without limiting the generality of the foregoing, except as expressly provided in the APA, the Buyer **SHALL NOT BE LIABLE OR RESPONSIBLE** for, as a successor or otherwise, any of the Ansure Companies liabilities, debts or obligations, whether

calculable by reference to the Ansure Companies or their operations, or under or in connection with:

- A. Any employment or labor agreements;
- B. Any pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, including, without limitation, any pension plan;
- C. The cessation of operations, dismissal of employees, or termination of employment or labor agreements or pension, welfare, compensation or other employee benefit plans, agreements, practices and programs, obligations which might otherwise arise under or pursuant to the Employee Retirement Income Security Act of 1974, as amended, the Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination and Employment Act of 1967, the Federal Rehabilitation Act of 1973, the National Labor Relations Act, or the Consolidated Omnibus Budget Reconciliation Act of 1985;
- D. Workmen's compensation, wrongful death, occupational disease or unemployment or temporary disability insurance claims;
- E. Environmental liabilities, debts, claims or obligations arising from conditions first existing on or prior to Closing (including, without limitation, the presence of hazardous, toxic, polluting or contaminating substances or wastes) which may be asserted on any basis, including, without limitation, under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 *et seq.*;
- F. Any bulk sales or similar law;
- G. Any tax statutes or ordinances, including, without limitation, the Internal Revenue Code of 1986, as amended; or,
- H. Any products liability or similar claims whether pursuant to any state or any federal laws or otherwise.

- 45. **IT IS FURTHER ORDERED** that the recitation in the immediately preceding two (2) paragraphs of this Sale Order of specific agreements, plans, or statutes is not intended, and shall not be construed, to limit the generality of the categories of liabilities, debts, or obligations referred to therein.
- 46. **IT IS FURTHER ORDERED** that **NO PERSON OR ENTITY**, including, without limitation, any federal, state or local governmental agency, department or instrumentality, creditor of the Ansure Companies, former employees and shareholders, **SHALL ASSERT** against the Buyer or its successors in interest any liability, debt, or obligation relating to or arising from the Acquired Assets or the Stock, except for the indebtedness or obligations contemplated by the APA.
- 47. **IT IS FURTHER ORDERED** that all persons and entities are hereby **ENJOINED** from asserting any such other liabilities, debts or obligations against the Buyer.
- 48. **IT IS FURTHER ORDERED** that each and every federal, state, and local governmental agency or department hereby is **DIRECTED** to accept any and all documents and instruments necessary and appropriate to consummate the transactions contemplated by the APA.
- 49. **IT IS FURTHER ORDERED** that, as of the Closing Date, all agreements of any kind whatsoever and all orders of this Court entered prior to the date hereof are **DEEMED AMENDED OR MODIFIED** to the extent required to permit the consummation of the transactions contemplated by

the APA, including, without limitation, the transfer of the Acquired Assets and Stock to the Buyer.

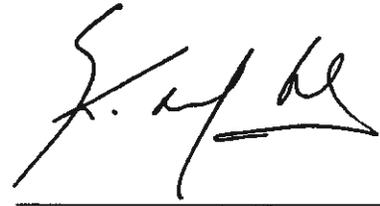
50. **IT IS FURTHER ORDERED** that Independence Trust Company, (Hereinafter: "Independence") a federally chartered savings bank authorized to act as trustee and escrow agent under federal and applicable state law, is hereby **APPOINTED** to serve as the trustee and escrow agent of the trust and escrow funds of the Ansure Companies under Indiana laws governing Prepaid Funeral Plans and Funeral Trust Funds (i.e., Indiana Code 30-2-9-1(b), 30-2-9-1.5(b), 30-2-9-2, 30-2-10-2, 30-2-13-11(a)) and the Indiana General Cemetery Law {Indiana Code 23-14-33-1 *et seq.*}).
51. **IT IS FURTHER ORDERED** that notice of the appointment of Independence Trust Company as trustee and escrow agent of the trust and escrow funds of the Ansure Companies shall be given as required by statute.
52. **IT IS FURTHER ORDERED** that, given the unique circumstances under which Independence is assuming the role of trustee for the Ansure Companies, the Court finds that Independence shall have **NO LIABILITY** for any act or omission on the part of any previous trustee or escrow agent or holder of the funds of the trusts and escrows for the Ansure Companies at any point prior to the date of its appointment as trustee or escrow agent, and shall have **NO LIABILITY** for any deficiencies existing in the trusts and escrow accounts as of the date of its appointment as trustee or escrow agent, including, without limitation, the deficiencies arising from the theft of the misappropriated funds.
53. **IT IS FURTHER ORDERED** that claims related to missing trust funds **MAY BE PURSUED** by Independence and / or trust beneficiaries who may be substituted or joined as plaintiff(s) or co-plaintiffs as permitted by law. To the extent that the Receiver has asserted claims on behalf of the Ansure Companies, those entities may be joined or substituted as plaintiff(s) or co-plaintiffs as to those claims as permitted by law. To the extent that the Receiver has asserted claims on behalf of the Ansure Companies, the Buyer may also, in its discretion, move to be joined or substituted as permitted by law.
54. **IT IS FURTHER ORDERED** that this Court retains jurisdiction to:
 - A. Enforce and implement the terms and provisions of the APA, all amendments thereto, any waivers and consents thereunder, and of each of the agreements executed in connection therewith;
 - B. Compel delivery of the Acquired Assets and Stock to the Buyer;
 - C. Resolve any disputes arising under or related to the APA, except as otherwise provided therein;
 - D. Resolve contested claims pursuant to the provisions of paragraph G 41 of the Sale Motion; and,
 - E. Interpret, implement and enforce the provisions of this Sale Order.
55. **IT IS FURTHER ORDERED** that the Buyer is a purchaser in good faith of the Acquired Assets

and Stock.

56. **IT IS FURTHER ORDERED** that the terms and provisions of the APA, together with the terms and provisions of this Sale Order, **SHALL BE BINDING** in all respects upon, and shall inure to the benefit of the Receiver, the Ansure Companies, their creditors, the Buyer, and their respective affiliates, successors and assigns, and any affected third parties.
57. **IT IS FURTHER ORDERED** that, the Court, the Receiver, the Ansure Companies and the Buyer intend that that the APA and any related agreements be authorized and approved in their entirety with such amendments thereto as may be made by the parties in accordance with this Sale Order prior to closing. Therefore, the failure specifically to reference or include any particular provisions of the APA or any related agreements in this Sale Order **SHALL NOT** Diminish or impair the effect of such provision.
58. **IT IS FURTHER ORDERED** that the APA and any related agreements, documents or other instruments **MAY BE MODIFIED, AMENDED, OR SUPPLEMENTED** by the parties thereto in accordance with the terms thereof without further order of the Court, provided that any such modification, amendment or supplement is not material.
59. **IT IS FURTHER ORDERED** that, except as expressly provided in the APA, the transfer of the Stock and Acquired Assets **DOES NOT AND SHALL NOT** subject the Buyer to any debts, liabilities, obligations, commitments, responsibilities or claims of any kind or nature whatsoever, whether known or unknown, contingent or otherwise, existing as of the date hereof or hereafter arising, of or against any of the Ansure Companies or any other person or entity by reason of such transfer, assignment and delivery under the laws of the United States, any state, territory or possession thereof applicable to such transactions.
60. **IT IS FURTHER ORDERED** that this Sale Order is the Court Order contemplated by the APA.
61. **IT IS FURTHER ORDERED** that the provisions of this Order are non-severable and mutually dependent
62. **IT IS FURTHER ORDERED** that no bulk sale law or any similar law of any state or other jurisdiction shall apply in any way to the transactions contemplated by the APA.
63. **IT IS FURTHER ORDERED** that There is no just reason for delay and this Order shall constitute a final appealable judgment pursuant to Rule 54(B) of the Indiana Rules of Trial Procedure.
64. **IT IS FURTHER ORDERED** that any remaining objections of Johnson and Forethought are overruled.
65. **IT IS FURTHER ORDERED** that the Clerk of Courts shall place the original of this Order in the Record of Judgments and Orders.
66. **IT IS FURTHER ORDERED** that Counsel for the Receiver shall complete distribution of this

Order.

All of which is **ADJUDGED, DECREED** and **ORDERED** this 29th day of April, 2010.



**HON. K. MARK LOYD, JUDGE
JOHNSON CIRCUIT COURT**

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