UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or Section 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): December 2, 2024

Abacus Life, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**001-39403**	**85-1210472**
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification Number)

2101 Park Center Drive, Suite 200
Orlando, Florida 32835
(800) 561-4148

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation to the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbols	Name of each exchange on which registered
Common stock, par value $0.0001 per share	**ABL**	**The NASDAQ Capital Market LLC**
Warrants, each whole warrant exercisable for one share of common stock at an exercise price of $11.50 per share	**ABLLW**	**The NASDAQ Capital Market LLC**
9.875% Fixed Rate Senior Notes due 2028	**ABLLL**	**The NASDAQ Capital Market LLC**

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934.

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☒

Item 1.01 Entry Into a Material Definitive Agreement

The information contained in Item 2.01 of this Current Report is incorporated herein by reference..

Item 2.01 Completion of Acquisition or Disposition of Assets

On December 2, 2024 (the “Closing Date”), Abacus Life, Inc. (“Abacus” or the “Company”) completed the purchase (the “Transaction”) of all of the outstanding shares of Carlisle Management Company S.C.A., a corporate partnership limited by shares established under the laws of Luxembourg (“CMC”) and Carlisle Investment Group S.A.R.L., a private limited liability company incorporated under the laws of Luxembourg (“CIG,” and together with CMC, the “Companies”), pursuant to the terms of that certain Share Purchase Agreement (the “Share Purchase Agreement”), by and among Abacus, CMC, CIG, the sellers party thereto (the “Sellers”), and (solely with respect to certain provisions identified therein) Jose Esteban Casares Garcia, Manorhaven Holdings, LLC, Pacific Current Group Limited, certain equityholders of CMC Vehicle, LLC and Pillo Portsmouth Holding Company, LLC, a Delaware limited liability company, in its capacity as the Sellers’ Representative thereunder. The Companies are a Luxembourg based investment manager in the life settlement space. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Share Purchase Agreement.

The aggregate consideration paid to the Sellers in the Transaction consists of (a) 9,213,735 newly issued shares of Abacus common stock, par value $0.0001 per share (the “Stock Consideration”), and (b) $72,727,075 aggregate principal amount of the Company’s 9.875% Fixed Rate Senior Notes due 2028 (the “New Notes”). A portion of the Stock Consideration and the New Notes equal to 10% of the Base Purchase Price was placed in escrow for 18 months following the Closing Date to fund payments for the purchase price adjustment and certain post-closing indemnification obligations. The New Notes will have the same terms (except with respect to issue date and the date from which interest will accrue) as, will be fully fungible with and will be treated as a single series of debt securities as, the 9.875% Fixed Rate Senior Notes due 2028 the Company issued on November 10, 2023 and on February 15, 2024 (the “Existing Notes” and together with the New Notes, the “Notes”). The terms of the New Notes are governed by a senior debt securities indenture, dated as of November 10, 2023 (the “Base Indenture”), as supplemented by a first supplemental indenture, dated as of November 10, 2023 (the “First Supplemental Indenture,”) and a second supplemental indenture, dated as of December 2, 2024 (the “Second Supplemental Indenture,” and together with the Base Indenture and the First Supplemental Indenture, the “Indenture”), between the Company and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”). The Existing Notes are listed and trade on the Nasdaq Capital Market LLC under the symbol “ABLLL” and the Company intends to apply to list the New Notes on the Nasdaq Capital Market LLC under the same symbol. The description of the New Notes contained in this Form 8-K is subject to, and qualified in its entirety by, the full text of the Base Indenture, the First Supplemental Indenture and the Second Supplemental Indenture filed as exhibits hereto and incorporated by reference herein.

On the Closing Date, each of the Seller stockholders have executed a Share Lockup and Standstill Agreement (the “Share Lockup and Standstill Agreement”) providing that each Seller stockholder will not (subject to certain customary exceptions) transfer such Seller’s Stock Consideration through July 3, 2025, and that each Seller stockholder will not transfer more than 15% of the Stock Consideration held on the Closing Date within any 30-day period. In addition, each Seller stockholder agreed, for 12 months following the Closing Date, not to initiate or participate in any acquisition of Abacus securities that would result in (i) such Seller and its affiliates and associates beneficially owning 10% or more of the Abacus’ voting securities or (ii) any group beneficially owning 20% or more of Abacus’ voting securities.

On the Closing Date, Abacus and the applicable Sellers also executed an Equity Registration Rights Agreement and a Notes Registration Rights Agreement providing certain registration rights in connection with the securities issued as consideration in the Transaction. Under the registration rights agreements, Abacus has agreed to register for resale, on behalf of the Sellers, the Stock Consideration and the New Notes. The Company also granted to the Sellers certain demand and piggyback registration rights.

The foregoing description of the Share Purchase Agreement, the Share Lock-Up and Standstill Agreement, the Notes Registration Rights Agreement and the Equity Registration Rights Agreement does not purport to be complete and is subject to, and qualified in its entirety by, the full text of these agreements, each of which is being filed as an Exhibit hereto and incorporated herein by reference.

Item 2.03 Creation of a Direct Financial Obligation

The information set forth in Item 2.01 is incorporated by reference into this Item 2.03.

Item 3.02 Unregistered Sales of Equity Securities

The information set forth in Item 2.01 of this Current Report is incorporated by reference in response to this Item 3.02. The issuance of the Stock Consideration to the Sellers was completed in reliance on the exemption from the registration requirements of the Securities Act provided by Section 4(a)(2) thereof as a transaction by an issuer not involving any public offering.

Item 7.01 Regulation FD Disclosure

On December 2, 2024, Abacus issued a press release announcing the completion of the Transaction. A copy of the press release is being furnished as Exhibit 99.1 to this Current Report and is incorporated by reference herein.

The information in this Item 7.01, including Exhibit 99.1, is being furnished and shall not be deemed "filed" with the U.S. Securities and Exchange Commission (the "SEC") or otherwise incorporated by reference into any registration statement or other document filed pursuant to the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended.

Item 9.01. Financial Statement and Exhibits

(a) Financial Statements of Business Acquired

The financial statements of Carlisle Management Company S.C.A. , as of December 31, 2023 and December 31, 2022, and for each of the fiscal years in the two-year period ended December 31, 2023, were previously filed with the SEC as part of the Abacus Life, Inc. Registration Statement on Form S-3 filed with the SEC on October 21, 2024 (the "Registration Statement") and, pursuant to General Instruction B.3 of Form 8-K, are not required to be filed herewith.

The unaudited financial statements of Carlisle Management Company S.C.A., as of June 30, 2024, and for the six months ended June 30, 2024 and 2023, were previously filed with the SEC as part of the Registration Statement and, pursuant to General Instruction B.3 of Form 8-K, are not required to be filed herewith.

(b Pro Forma Financial Information

The unaudited pro forma financial information of Abacus Life, Inc. for the year ended December 31, 2023 and the nine months ended September 30, 2024 was previously filed with the SEC as part of the Prospectus Supplement of Abacus Life, Inc. dated November 21, 2024 to the Prospectus dated October 21, 2024, filed with the SEC on November 25, 2024 and, pursuant to General Instruction B.3 of Form 8-K, are not required to be filed herewith.

(d) Exhibits

Exhibit Number	Exhibit Description
2.1	Share Purchase Agreement, by and among Abacus Life, Inc., Carlisle Management Company S.C.A., Carlisle Investment Group S.A.R.L., the Sellers party thereto, Jose Eseteban Casares Garcia, Manorhaven Holdings, LLC, Pacific Current Group Limited, certain equityholders of CMC Vehicle, LLC and Pillo Portsmouth Holding Company, LLC, in its capacity as the Sellers' Representative thereunder, dated as of July 18, 2024. (incorporated by reference to the Company's current report on Form 8-K filed on July 18, 2024 as Exhibit 2.1).
4.1	Base Indenture, dated as of November 10, 2023, between the Company and U.S. Bank Trust Company, National Association, as Trustee (incorporated by reference to the Company's current report on Form 8-K filed on November 10, 2023 as Exhibit 4.1).
4.2	First Supplemental Indenture, dated as of November 10, 2023, between the Company and U.S. Bank Trust Company, National Association, as Trustee, including the form of 9.875% Fixed Rate Senior Note due 2028 (incorporated by reference to the Company's current report on Form 8-K filed on November 10, 2023 as Exhibit 4.2).
4.3	Second Supplemental Indenture, dated as of December 2, 2024, between the Company and U.S. Bank Trust Company, National Association, as Trustee, including the form of the New Notes.
10.1*	Share Lock-Up and Standstill Agreement, dated as of December 2, 2024, by and among the Company and the Stockholders party thereto.
10.2	Notes Registration Rights Agreement, dated as of December 2, 2024, by and among the Company and the Holders of the New Notes named therein.
10.3	Equity Registration Rights Agreement, dated as of December 2, 2024, by and among the Company and the Holders of the common stock of the Company named therein.
99.1	Press Release, dated December 2, 2024, announcing the completion of the Transaction.
104	Cover Page Interactive Data File (formatted as inline XBRL).

* Schedules, annexes and/or exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company hereby undertakes to furnish supplemental copies of any of the omitted schedules, annexes and/or exhibits upon request by the SEC; provided, that the Company may request confidential treatment pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended (the "Exchange Act") for any schedules so furnished.

Forward Looking Statements

This Current Report on Form 8-K and certain of the materials furnished or filed herewith contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, as amended, including, without limitation, statements regarding Abacus' acquisition. The words "may," "will," "could," "would," "should," "expect," "plan," "anticipate," "intend," "believe," "estimate," "predict," "project," "potential," "continue," "target" and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. Any forward-looking statements are based on management's current expectations and beliefs and are subject to a number of risks, uncertainties and important factors that may cause actual events or results to differ materially from those expressed or implied by any forward-looking statements. These and other risks and uncertainties are described in greater detail in the section entitled "Risk Factors" in Abacus' most recent annual report on Form 10-K, as amended, and quarterly reports on Form 10-Q filed with the SEC, as well as discussions of potential risks, uncertainties, and other important factors in Abacus' other filings with the SEC. Any forward-looking statements represent Abacus' views only as of the date hereof and should not be relied upon as representing its views as of any subsequent date. Abacus explicitly disclaims any obligation to update any forward-looking statements, except as required by law.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this Report to be signed on its behalf by the undersigned hereunto duly authorized.

Abacus Life, Inc.
(Registrant)

Date: December 2, 2024	By:	/s/ Jay Jackson
	Name:	Jay Jackson
	Title:	Chief Executive Officer

SECOND SUPPLEMENTAL INDENTURE

between

ABACUS LIFE, INC.

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

Dated as of December 2, 2024

THIS SECOND SUPPLEMENTAL INDENTURE (this "Second Supplemental Indenture"), dated as of December 2, 2024, is between Abacus Life, Inc., a Delaware corporation (the "Company"), and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). Except as otherwise set forth herein, all capitalized terms used herein shall have the meaning set forth in the Indenture (as defined below).

RECITALS OF THE COMPANY

WHEREAS, the Company and the Trustee have heretofore executed and delivered an Indenture, dated as of November 10, 2023 (the "Base Indenture", as supplemented by a first supplemental indenture, dated as of November 10, 2023 (the "First Supplemental Indenture," and together with the Base Indenture, the "Indenture") providing for the issuance by the Company of an aggregate principal amount of $35,650,000 of the Company's 9.875% Fixed Rate Senior Notes due 2028 (the "Initial Notes");

WHEREAS, on February 15, 2024 the Company issued an additional aggregate principal amount of $25,000,000 of the Notes (the "Initial Additional Notes," and together with the Initial Notes, the "Existing Notes");

WHEREAS, the Company has authorized the issuance and delivery of an additional $72,727,075 aggregate principal amount of its 9.875% Fixed Rate Senior Notes due 2028 (the "Additional Notes," and together with the Existing Notes, the "Notes") on the terms provided for herein;

WHEREAS, the Additional Notes shall constitute "Additional Notes" under Section 1.1(b) of the First Supplemental Indenture, and the Additional Notes and the Existing Notes shall constitute a single series under the Indenture, and all references to the Notes in the Indenture shall include the Additional Notes unless the context otherwise requires;

WHEREAS, the Company has complied with all applicable conditions' precedent provided for in the Indenture related to the issuance of the Additional Notes;

WHEREAS, the Additional Notes are being issued in a private placement transaction without registration under the Securities Act of 1933, as amended, and, as such, will be subject to certain restrictions on transfer under the United States federal securities laws as provided herein; and

WHEREAS, the Company has duly authorized the execution and delivery of this Second Supplemental Indenture to provide for the issuance of the Additional Notes and all acts and things necessary to make this Second Supplemental Indenture a valid, binding, and legal obligation of the Company and to constitute a valid agreement of the Company, in accordance with its terms, have been done and performed.

NOW, THEREFORE, for and in consideration of the premises and the purchase of the Additional Notes by the Holders thereof, it is mutually agreed, for the equal and proportionate benefit of all Holders of the Additional Notes, as follows:

Article I
TERMS OF THE ADDITIONAL NOTES

Section I.1 Terms of the Additional Notes. The following terms relating to the Additional Notes are hereby established:

(a) The aggregate principal amount of the Additional Notes that may be authenticated and delivered under the Indenture, as amended hereby, shall be $72,727,075.

(b) The issue price of the Additional Notes shall be 100.00% of the aggregate principal amount of the Additional Notes plus accrued interest from December 2, 2024. The date from which interest shall accrue on the Additional Notes shall be December 2, 2024.

(c) The following definitions shall be added to this Second Supplemental Indenture with respect to the Additional Notes as follows:

"*Global Note*" means an Additional Note in the form of a Global Security that does not bear and is not required to bear the Private Placement Legend.

"*Private Placement Legend*" means the legend set forth in Section 1.1(i)(1)(A).

"*Registration Rights Agreement*" means that certain Notes Registration Rights Agreement, dated as of December 2, 2024, by and among the Company and the holders named therein.

"*Restricted Definitive Note*" means a definitive Note bearing the Private Placement Legend.

"*Shelf Registration Statement*" means the Shelf registration statement as defined in the Registration Rights Agreement.

(d) The Additional Notes shall constitute "Additional Notes" under Section 1.1(b) of the First Supplemental Indenture, and the Additional Notes and the Existing Notes shall constitute a single series under the Indenture, and all references to the Notes in the Indenture shall include the Additional Notes unless the context otherwise requires. Except as provided in this Section 1.1, the Additional Notes shall have the same terms as the Existing Notes, and the Additional Notes shall be governed by the Indenture as supplemented by this Second Supplemental Indenture.

(e) The Additional Notes shall initially be issuable in the form of one or more Restricted Definitive Notes. The Restricted Definitive Notes will be duly executed by the Issuer and authenticated by the Trustee as provided in the Indenture. The Security Registrar with respect to the Restricted Definitive Notes shall be the Trustee. Each such Note will be dated the date of its authentication. Except as otherwise provided in this subparagraph (e), Notes issued in definitive form will be substantially in the form of Exhibit A to this Second Supplemental Indenture (including the "Certificate to be Delivered Upon Registration of Transfers of Restricted Security" attached thereto, but without the Global Note Legend thereon and without the "Schedule of Increases and Decreases in Global Note" attached thereto). The Restricted Definitive Notes will bear the Private Placement Legend specified in subparagraph (i)(1)(A) below.

(f) The Restricted Definitive Notes shall be registered in the name of each owner of the Notes represented thereby and such Restricted Definitive Notes shall be deposited on

behalf of such Holders in an account maintained by the Trustee, as Custodian for such Holders (the "Custodian").

(g) Restrictions on Transfer of Restricted Definitive Notes:

(i) Transfers by an owner of a beneficial interest in a Restricted Definitive Note to a transferee who takes delivery of such interest through another Restricted Definitive Note shall be made in accordance with the Indenture and the legends set forth therein, and only upon receipt by the Security Registrar of a certification from the transferor in the form set forth on the reverse side of the form of the Notes in Exhibit A hereto for registration and upon delivery of such legal opinions, certifications and other information as the Company or the Trustee may reasonably request.

(ii) Beneficial interests in a Restricted Definitive Note may be exchanged for beneficial interests in an unrestricted Global Note (a) if the Holder certifies in writing to the Security Registrar that its request for such exchange is in respect of a transfer effected pursuant to a Shelf Registration Statement in accordance with the Registration Rights Agreement or such transfer is made in reliance on Rule 144 (such certification to be in the form set forth on the reverse side of the form of the Notes in Exhibit A) and upon delivery of such legal opinions, certifications, and other information as the Company or the Trustee may reasonably request or (b) in the event that the Company at any time in its sole discretion determines that the Additional Notes shall, in whole or in part, be issuable in the form of one or more Global Notes.

(iii) If any such transfer is effected pursuant to subparagraph (ii) above, at a time when a Global Note has not yet been issued, the Company shall issue and, upon receipt of an Authentication Order in accordance with Section 3.3 of the Base Indenture, the Trustee shall authenticate one or more Global Notes in an aggregate principal amount equal to the aggregate principal amount of beneficial interests transferred pursuant to subparagraph (ii) above.

(h) Global Notes.

(i) Except as provided in this subparagraph (h), Additional Notes issued in global form (and the Trustee's certificate of authentication of such Notes) will be substantially in the form of Exhibit A to this Second Supplemental Indenture (including the Global Notes Legend thereon and the "Schedule of Increases and Decreases in Global Note" attached thereto, but without the "Certificate to be Delivered Upon Registration of Transfers of Restricted Security" attached thereto).

(ii) Each Global Note will be dated the date of its authentication. Each Global Note will represent such of the outstanding Notes as will be specified therein and each shall provide that it represents the aggregate principal amount of outstanding Notes from time to time endorsed thereon and that the aggregate principal amount of outstanding Notes represented thereby may from time to time be reduced or increased, as appropriate, to represent exchanges and redemptions. Any endorsement of a Global Note to reflect the amount of any increase or decrease in the aggregate principal amount of outstanding Notes represented thereby will be made by the Trustee or the Custodian, at the direction of the Trustee, in accordance with instructions given by the Holder thereof as required by subparagraph (g) above.

(i) Legends:

(1) *Private Placement Legend*.

(A) Each Restricted Definitive Note (and all Restricted Definitive Notes issued in exchange therefor or substitution thereof) shall bear a legend in substantially the following form:

"THIS NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. NEITHER THIS NOTE NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM REGISTRATION."

(B) If, and to the extent that, Additional Notes in the form of a Global Note are exchanged for Additional Notes in definitive form in accordance with Section 3.5 of the Base Indenture, such Additional Notes shall not bear the Private Placement Legend.

(2) *Global Note Legend*.

(A) Each Global Note will bear a legend in substantially the following form:

"THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITORY TRUST COMPANY OR A NOMINEE THEREOF. THIS SECURITY MAY NOT BE EXCHANGED IN WHOLE OR IN PART FOR A SECURITY REGISTERED, AND NO TRANSFER OF THIS SECURITY IN WHOLE OR IN PART MAY BE REGISTERED, IN THE NAME OF ANY PERSON OTHER THAN THE DEPOSITORY TRUST COMPANY OR A NOMINEE THEREOF, EXCEPT IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT AND SUCH CERTIFICATE ISSUED IN EXCHANGE FOR THIS CERTIFICATE IS REGISTERED IN THE NAME OF CEDE & CO, OR SUCH OTHER NAME AS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN."

(B) The Global Notes shall bear a CUSIP number of 00258Y 203 and an ISIN number of US00258Y2037, as may be supplemented or replaced from time to time.

Article II
MISCELLANEOUS

Section II.1 This Second Supplemental Indenture and the Notes shall be governed by and construed in accordance with the laws of the State of New York. This Second Supplemental Indenture is subject to the provisions of the Trust Indenture Act that are required to be part of the Indenture and shall, to the extent applicable, be governed by such provisions.

Section II.2 In case any provision in this Second Supplemental Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section II.3 This Second Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Second Supplemental Indenture. The exchange of copies of this Second Supplemental Indenture and of signature pages by facsimile, .pdf transmission, email or other electronic means shall constitute effective execution and delivery of this Second Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile, .pdf transmission, email or other electronic means shall be deemed to be their original signatures for all purposes. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Second Supplemental Indenture or any document to be signed in connection with this Second Supplemental Indenture shall be deemed to include electronic signatures (including, without limitation, any .pdf file, .jpeg file or any other electronic or image file, or any other "electronic signature" as defined under E-SIGN or ESRA, including Orbit, Adobe Fill & Sign, Adobe Sign, DocuSign, or any other similar platform identified by the Company and reasonably available at no undue burden or expense to the Trustee), deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means.

Section II.4 The Indenture, as supplemented and amended by this Second Supplemental Indenture, is in all respects ratified and confirmed, and the Indenture and this Second Supplemental Indenture shall be read, taken, and construed as one and the same instrument with respect to the Additional Notes. All provisions included in this Second Supplemental Indenture supersede any conflicting provisions included in the Indenture with respect to the Additional Notes, unless not permitted by law. The Trustee accepts the trusts created by the Indenture, as supplemented by this Second Supplemental Indenture, and agrees to perform the same upon the terms and conditions of the Indenture, as supplemented by this Second Supplemental Indenture.

Section II.5 The provisions of this Second Supplemental Indenture shall become effective as of the date hereof.

Section II.6 Notwithstanding anything else to the contrary herein, the terms and provisions of this Second Supplemental Indenture shall apply only to the Additional Notes and shall not apply to the Existing Notes or to any other series of Securities under the Indenture, and this Second Supplemental Indenture shall not and does not otherwise affect, modify, alter, supplement or change the terms and provisions of the Existing Notes or any other series of Securities under the Indenture, whether now or hereafter issued and Outstanding.

Section II.7 The recitals contained herein and, in the Notes, except the Trustee's certificate of authentication, shall be taken as the statements of the Company, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this Second Supplemental Indenture or the Additional Notes. except that the Trustee represents that it is duly authorized to execute and deliver this Second Supplemental Indenture, authenticate the Additional Notes and perform its obligations hereunder. The Trustee shall not be accountable for the use or application by the Company of the Additional Notes or the proceeds thereof.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed as of the date Second above written.

ABACUS LIFE, INC.

By: /s/ Jay Jackson
Name: Jay Jackson
Title: Chief Executive Officer

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By: /s/ Wally Jones
Name: Wally Jones
Title: Vice President

[Signature Page to Second Supplemental Indenture]

Exhibit A

[FACE OF FORM OF NOTE]

[For Global Note, Insert Global Notes Legend]

[For Restricted Definitive Note, Insert Private Placement Legend]

Abacus Life, Inc.

No. [●]

[CUSIP No. [●]]

[ISIN No. [●]]

9.875% Fixed Rate Senior Notes due 2028

Abacus Life, Inc., a corporation duly organized and existing under the laws of Delaware (herein called the "Company," which term includes any successor Person under the indenture hereinafter referred to), for value received, hereby promises to pay to [●], or registered assigns, the principal sum of [●] MILLION DOLLARS (U.S. $[●]), [For Global Note, insert the following: or such greater or lesser principal sum as is shown on the attached Schedule of Increases and Decreases in Global Note,] on November 15, 2028 and to pay interest thereon from December 2, 2024 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, quarterly on February 15, May 15, August 15 and November 15 of each year, commencing on February 15, 2025, at the rate of 9.875% per annum, until the principal hereof is paid or made available for payment. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date shall, as provided in such Indenture, be paid to the Person in whose name this Security is registered at the close of business on the Regular Record Date for such interest, which shall be the applicable February 1, May 1, August 1 and November 1, whether or not a Business Day, as the case may be, immediately preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holders of the Notes on such Regular Record Date and may either be paid to the Person in whose name this Security is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture. This Security may be issued as part of a series.

Payment of the principal of (and premium, if any, on) and any such interest on this Security shall be made at the office of the Trustee located at 333 Commerce Street, Suite 900; Nashville, Tennessee 37201; Attention: Global Corporate Trust Services (9.875% Fixed Rate Senior Notes due 2028) or at such other address as designated by the Trustee, in such coin or currency of the United States of America as at

the time of payment is legal tender for payment of public and private debts; *provided, however*, that, at the option of the Company payment of interest may be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register; *provided, further, however*, that, at the request of the registered Holder, the Company will pay the principal of (and premium, if any, on) and interest, if any, on the Securities by wire transfer of immediately available funds to an account at a bank in New York City, on the date when such amount is due and payable and as further set forth in Section 10.1 of the Base Indenture [For Global Note, insert the following: ; *provided, further, however*, that so long as this Security is registered in the name of Cede & Co., such payment shall be made by wire transfer in accordance with the procedures established by The Depository Trust Company and the Trustee.]

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual or electronic signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

Dated:

ABACUS LIFE, INC.

By: ____________________
Name:
Title:

Attest

By: ________________________________
Name:
Title:

This is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

Dated:

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, not in its individual capacity, but solely as Trustee

By: ____________________
Name:
Title:

[Signature Page to Note]

[REVERSE OF FORM OF NOTE]

Abacus Life, Inc.

9.875% Fixed Rate Senior Notes due 2028

This Security is one of a duly authorized issue of Securities of the Company (herein called the "Securities"), issued and to be issued in one or more series under an Indenture, dated as of November 10, 2023 (herein called the "Base Indenture"), between the Company and U.S. Bank Trust Company, National Association, as Trustee (herein called the "Trustee," which term includes any successor trustee under the Base Indenture), and reference is hereby made to the Base Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee, and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered, as supplemented by the First Supplemental Indenture, dated as of November 10, 2023 (herein called the "First Supplemental Indenture") and by the Second Supplemental Indenture, dated as of December 2, 2024, by and between the Company and the Trustee (herein called the "Second Supplemental Indenture," the First Supplemental Indenture, the Second Supplemental Indenture and the Base Indenture collectively are herein called the "Indenture"). In the event of any conflict between the Base Indenture or the First Supplemental Indenture and the Second Supplemental Indenture, the Second Supplemental Indenture shall govern and control.

This Security is one of the series designated on the face hereof, which series is initially limited in aggregate principal amount to $133,377,075. Under a Board Resolution, Officers' Certificate pursuant to a Board Resolution or a supplemental indenture, the Company may from time to time, without the consent of the Holders of Securities, issue additional Securities (in any such case "Additional Securities") having the same ranking and the same interest rate, maturity and other terms as the Securities; *provided* that, if such Additional Securities are not fungible with the Securities (or any other tranche of Additional Securities) for U.S. federal income tax purposes, then such Additional Securities will have different CUSIP numbers from the Securities (and any such other tranche of Additional Securities). Any Additional Securities and the existing Securities will constitute a single series under the Indenture and all references to the relevant Securities herein shall include the Additional Securities unless the context otherwise requires. The aggregate amount of outstanding Securities represented hereby may from time to time be reduced or increased, as appropriate, to reflect exchanges and redemptions.

The Securities of this series are subject to redemption in whole or in part at any time or from time to time, at the option of the Company, on or after February 15, 2027, at a Redemption Price equal to 100% of the outstanding principal amount thereof plus accrued and unpaid interest payments otherwise payable for the then-current quarterly interest period accrued to, but excluding, the Redemption Date.

Notice of redemption shall be given in writing and sent to each Holder of the Securities to be redeemed, not less than fifteen (15) nor more than sixty (60) days prior to the Redemption Date, at the Holder's address appearing in the Security Register, or in the case of global notes, in accordance with the applicable procedures of the Depository. All notices of redemption shall contain the information set forth in Section 11.4 of the Base Indenture.

If the Company elects to redeem only a portion of the Securities by partial redemption, the particular Securities to be redeemed shall be selected in accordance with applicable rules and procedures of the Depository, or in the case of certificated notes, any other method in accordance with the policies and procedures of the Trustee, in accordance with Section 2.1 of the First Supplemental Indenture and Section 11.3 of the Base Indenture. In the event of redemption of this Security in part only, a new

Security or Securities of this series and of like tenor for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.

Unless the Company defaults in payment of the Redemption Price, on and after the Redemption Date interest shall cease to accrue on the Securities called for redemption.

As provided in and subject to the provisions of the Indenture, upon the occurrence of a Change of Control Repurchase Event, the Company will make an offer to purchase this Security, or any portion of this Security such that the principal amount of this Security that is not purchased equals $25 or an integral multiple of $25 in excess thereof, on the Change of Control Payment Date at a price equal to the Change of Control Payment for such Change of Control Payment Date.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Security or certain restrictive covenants and Events of Default with respect to this Security, in each case upon compliance with certain conditions set forth in the Indenture.

If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of not less than a majority in principal amount of the Securities at the time Outstanding of each series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

As provided in and subject to the provisions of the Indenture, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities of this series, the Holders of not less than 25% in principal amount of the Securities of this series at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee indemnity reasonably satisfactory to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request, and the Trustee shall not have received from the Holders of a majority in principal amount of Securities of this series at the time Outstanding a direction inconsistent with such request, and shall have failed to institute any such proceeding, for sixty (60) days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed herein. The Trustee shall not be deemed to have knowledge or notice of the occurrence of any default or Event of Default. unless a responsible trust officer of the Trustee shall have received written notice from the Company or a holder describing such default or Event of Default and stating that such notice is a notice of default or Event of Default.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and any premium and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of and any premium and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in minimum denominations of $25 and any integral multiples of $25 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Company, the Trustee, or the Security Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee, or the Security Registrar and any agent of the Company, the Trustee, or the Security Registrar shall treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and none of the Company, the Trustee, the Security Registrar, or any agent thereof shall be affected by notice to the contrary.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

To the extent any provision of this Security conflicts with the express provisions of the Indenture, the provisions of the Indenture shall govern and be controlling.

The Indenture and this Security shall be governed by and construed in accordance with the laws of the State of New York.

[For Global Note, insert the schedule below]

SCHEDULE OF INCREASES OR DECREASES
IN GLOBAL NOTE

The following increases or decreases in this Global Note have been made:

Date of Exchange	Amount of Decrease in Principal Amount of this Global Note	Amount of Increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease (or increase)	Signature of authorized signatory of Trustee or Depositary

[For Restricted Definitive Note, insert the certificate below]

U.S. Bank Trust Company, National Association
333 Commerce Street, Suite 900
Nashville, Tennessee 37201
Attn: Global Corporate Trust Services

CERTIFICATE TO BE DELIVERED UPON REGISTRATION OF TRANSFERS OF RESTRICTED SECURITY

This certificate relates to $ principal amount of Notes held in (check applicable space) book-entry or definitive form by the undersigned.

The undersigned has requested the Trustee by written order to register the transfer of a Note or Notes.

In connection with any transfer of any of the Notes evidenced by this certificate, the undersigned confirms that such Notes are being transferred in accordance with its terms:

CHECK ONE BOX BELOW

(1) ☐ to the Company or a subsidiary thereof; or

(2) ☐ pursuant to an effective registration statement under the Securities Act of 1933, as amended (the "**Securities Act**"); or

(3) ☐ pursuant to Rule 144 under the Securities Act; or

(4) ☐ pursuant to another available exemption from registration under the Securities Act.

Unless one of the boxes is checked, the Trustee will refuse to register any of the Notes evidenced by this certificate in the name of any Person other than the registered Holder thereof; *provided*, *however*, that if box (3) or (4) is checked, the Company or the Trustee may require, prior to registering any such transfer of the Notes, such legal opinions, certifications and other information as the Company or the Trustee has reasonably requested to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

Your Signature

Signature of Signature Guarantor*

Date:

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

SHARE LOCK-UP AND STANDSTILL AGREEMENT

This Share Lock-Up and Standstill Agreement (as amended, restated, supplemented or otherwise modified in accordance with Section 8.2, this "**Agreement**") is made and entered into as of December 2, 2024 by and between Abacus Life, Inc., a Delaware corporation (the "**Company**"), and the Persons set forth on Schedule I hereto (each a "**Stockholder**" and, collectively, the "**Stockholders**").

WHEREAS, pursuant to that certain Share Purchase Agreement, dated as of July 18, 2024 (the "**Purchase Agreement**"), by and among the Company, CMC, CIG and the other parties thereto, the Company issued, and may further issue, a certain number of shares of its common stock, $0.0001 par value per share (the "**Common Stock**"), to each Stockholder, including such shares of Common Stock listed on Schedule I hereto (such shares, together with all additional shares issued pursuant to the terms of the Purchase Agreement, and including any equity securities issued or issuable directly or indirectly with respect to such securities by way of any stock dividend or stock split or in connection with a combination of shares, recapitalization, reclassification, merger, amalgamation, arrangement, consolidation or other reorganization, the "**Subject Securities**"); and

WHEREAS, as a condition to consummating the transactions contemplated by the Purchase Agreement, the Company has required that each Stockholder enter into this Agreement, and each Stockholder, in order to induce the Company to consummate the transactions contemplated by the Purchase Agreement, desires to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

W I T N E S S E T H :

Section 1 Definitions

1.1 Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"**Affiliate**" and "**Associate**" shall have the respective meanings ascribed to such terms in Rule 12b-2 of the General Rules and Regulations under the Exchange Act.

A Person shall be deemed the "**Beneficial Owner**" or to have "**Beneficial Ownership**" of and shall be deemed to "beneficially own" any securities which such Person or any of such Person's Affiliates or Associates is deemed to beneficially own, within the meaning of Rules 13d-3 and 13d-5 of the General Rules and Regulations under the Exchange Act.

Notwithstanding anything in this definition of Beneficial Ownership to the contrary, the phrase, "then-outstanding," when used with reference to a Person's Beneficial Ownership of securities of the Company, shall mean the number of such securities then issued and outstanding together with the number of such securities not then actually issued and outstanding which such Person would be deemed the Beneficial Owner hereunder.

"**Company Acquisition Transaction**" shall mean (i) the commencement (within the meaning of Rule 14d-2 of the General Rules and Regulations under the Exchange Act) of a tender or exchange offer by a third party for at least fifteen percent (15%) of the then-outstanding capital stock of the Company or any direct or indirect Subsidiary of the Company, (ii) the commencement by a third party of a proxy contest with respect to the election of any directors of the Company, (iii) any sale, license, lease, exchange, transfer, disposition or acquisition of any portion of the business or assets of the Company or any direct or indirect Subsidiary of the Company (other than in the ordinary course of business), or (iv) any merger, consolidation, business combination, share exchange, reorganization, recapitalization, restructuring, liquidation, dissolution or similar transaction or series of related transactions involving the Company or any direct or indirect Subsidiary of the Company.

“**Group**” shall have the meaning set forth in Section 13(d)(3) of the Exchange Act and Rule 13d-5 of the General Rules and Regulations under the Exchange Act.

“**Lock-Up Period**” shall mean from the Closing Date to July 3, 2025.

“**Voting Securities**” shall mean the shares of Common Stock; *provided*, *however*, that, “Voting Securities,” when used in this Agreement in connection with a specific reference to any Person other than the Company, shall mean the capital stock (or equity interest) with the greatest voting power of such other Person or, if such other Person is a Subsidiary of another Person, the Person or Persons which ultimately control such first-mentioned Person.

1.2 Capitalized Terms. All other capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Purchase Agreement.

Section 2 Lock-Up

2.1 Each Stockholder hereby agrees that it shall not, and shall not authorize, permit or direct any Affiliate or Associate to, directly or indirectly, (a) sell, offer, pledge, allot, contract to sell, assign, transfer, hypothecate, grant any option, right or warrant to purchase or otherwise dispose of or enter into any agreement to dispose of (each a “**Transfer**”), any Subject Securities Beneficially Owned by such Stockholder, (b) enter into any swap, hedge, or other agreement or arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any Subject Securities Beneficially Owned by such Stockholder, whether any such transaction is to be settled by delivery of Common Stock or such other securities, in cash or otherwise; (c) engage in any short-selling of any Subject Securities Beneficially Owned by such Stockholder; or (d) publicly announce any intention to do any of the foregoing, in each case at any time during the Lock-Up Period; *provided*, *however*, that each Stockholder agrees that it shall not Transfer more than fifteen percent (15%) of the Subject Securities held by such Stockholder as of the date hereof within any thirty (30)- calendar day period.

2.2 Notwithstanding anything to the contrary in this Agreement, each Stockholder may Transfer any Subject Securities: (a) in the case of an individual, as a bona fide gift or gifts to a member of such individual’s immediate family; (b) in the case of an individual, by will or intestacy; (c) to any trust, partnership or limited liability company for the direct or indirect benefit of such Stockholder’s equityholders or the immediate family of such Stockholder’s equityholders; (d) if such Transfer occurs by operation of law or Order; (e) for estate planning purposes; (f) in the case of an entity, to members, partners or stockholders of such Stockholder, provided that for the avoidance of doubt, neither Carlisle Acquisition Vehicle, LLC (“**CAV**”) nor any Affiliate thereof shall be allowed to Transfer any Subject Securities to the stockholders of Pacific Current Group Limited (“**PAC”**) and provided further that PAC or its controlled Affiliates shall be entitled to directly or indirectly Transfer the Subject Securities (i) to any wholly-owned Affiliate of PAC, (ii) to any private investment fund that PAC or its Affiliates manage, (iii) as a part of a recapitalization, reorganization, merger, consolidation or other change in control transaction of PAC, or (iv) as part of a Transfer of one-third (1/3) or more of the portfolio holdings of PAC and its wholly-owned Affiliates to a third party, including in each case Transfers by operation of law, provided that the transferee is an “accredited investor” as defined in Rule 501 under the Securities Act; or (g) to a nominee or custodian of such Stockholder’s equityholders or a person or entity to whom a Transfer would be permissible under clauses (a) through (f) above; *provided*, *however*, (i) in case of any such Transfer, it shall be a condition to the Transfer that such transferees execute a written agreement with the Company agreeing to be bound by all of the terms and conditions herein, (ii) any such Transfer shall not involve a disposition for value, and (iii) the Company shall not have any obligation to file, amend or update any resale prospectus or prospectus supplement that includes the Subject Securities for purposes of reflecting such Transfer.

2.3 Failure by any Stockholder to comply with the lock-up provisions contained in Section 2 of this Agreement with regard to any Transfer shall render such Transfer null and void ab initio, and the Company may refuse to recognize any such purported Transfer of Subject Securities. In any such event, “stop transfer” instructions shall be provided to the Company’s transfer agent regarding the Subject Securities.

2.4 Notwithstanding anything to the contrary set forth herein, the Company may, in its sole discretion and in good faith, at any time and from time to time waive any of the conditions or restrictions contained herein to increase the liquidity of Common Stock or if such waiver would otherwise be in the best interests of the development of the public trading market for the Common

Stock. In any such instance, the Company will provide each Stockholder with prompt written notice of each such waiver by the Company.

Section 3 Standstill

3.1 Commencing on the date of this Agreement and until the date that is twelve (12) months after the date of this Agreement (the "**Standstill Period**"), each Stockholder agrees, on behalf of itself and its Affiliates and Associates, that for so long as such Stockholder Beneficially Owns any Voting Securities, except pursuant to a negotiated transaction with such Stockholder approved by the board of directors of the Company (the "**Board**"), each Stockholder will not (and will cause its Affiliates and Associates not to), in any manner, directly or indirectly:

(a) make, effect, initiate, cause or participate in any acquisition (by purchase, gift or otherwise) of Beneficial Ownership of any securities of the Company or any securities of any Subsidiary or other Affiliate or Associate of the Company if such acquisition would result in (i) such Stockholder (and its permitted transferees) and its and their respective Affiliates and Associates collectively Beneficially Owning ten percent (10%) or more of the then-outstanding Voting Securities or (ii) any Group in which such Stockholder (and its permitted transferees) participates collectively Beneficially Owning twenty percent (20%) or more of the then-outstanding Voting Securities; or

(b) take any action challenging the validity or enforceability of this Section 3.1(a) of this Agreement unless the Company is challenging the validity or enforceability of this Agreement.

3.2 Subject to Section 3.2(b), the provisions of Section 3.1 shall terminate and be of no further force and effect in the event the Board shall have endorsed, approved, recommended, or resolved to endorse, approve or recommend a Company Acquisition Transaction.

(a) All of the provisions of Section 3.1 shall be reinstated and shall apply in full force according to their terms in the event that: (i) if the provisions of Section 3.1 shall have terminated as the result of a Company Acquisition Transaction endorsed, approved, recommended by the Board involving a tender offer, and such tender offer (as originally made or as amended or modified) shall have terminated (without closing), or (ii) if the provisions of Section 3.1 shall have terminated as a result of a Company Acquisition Transaction endorsed, approved, recommended by the Board, and the Board shall have determined not to proceed with such Company Acquisition Transaction (and such Company Acquisition Transaction shall not have closed).

(b) Upon reinstatement of the provisions of Section 3.1, the provisions of this Section 3.2 shall continue to govern for the remainder of the Standstill Period in the event that any of the events described in Section 3.2(a) shall occur. Upon the closing of any acquisition of any securities of the Company or rights or options to acquire any such securities by such Stockholder or any of its Affiliates or Associates that would have been prohibited by the provisions of Section 3.1 but for the provisions of this Section 3.2, all provisions of Section 3.1 and Section 3.2 shall terminate.

Section 4 Reporting Obligations

4.1 To the extent that any Stockholder is required to do so by applicable Law as result of the transactions contemplated by the Purchase Agreement, this Agreement and the other Seller Documents, such Stockholder acknowledges and agrees that it shall: (a) be solely responsible for the filing of (i) any Forms 3, 4 and 5 in accordance with Section 16(a) of the Exchange Act and the rules promulgated thereunder and (ii) any Schedule 13D or 13G, as applicable, under the Exchange Act and the rules promulgated thereunder, in each case, in respect of its ownership of a registered class of securities of the Company, and (b) timely file such forms and schedules or amendments thereto with the SEC and any stock exchange or similar authority, as required.

Section 5 Legend

5.1 Concurrently with the execution of this Agreement, and in addition to any other legends provided for in the Purchase Agreement, there shall be imprinted or otherwise placed on the book-entry statements representing the Subject Securities the following restrictive legend (the "**Legend**"):

"THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO THE TERMS AND CONDITIONS OF A SHARE LOCK-UP AND STANDSTILL AGREEMENT WHICH PLACES CERTAIN RESTRICTIONS ON THE TRANSFER OF THE SHARES REPRESENTED HEREBY. ANY PERSON ACCEPTING ANY INTEREST IN SUCH SHARES SHALL BE DEEMED TO AGREE TO AND SHALL BECOME BOUND BY ALL THE PROVISIONS OF SUCH AGREEMENT. A COPY OF SUCH SHARE LOCK-UP AND STANDSTILL AGREEMENT WILL BE FURNISHED TO THE RECORD HOLDER OF THIS CERTIFICATE WITHOUT CHARGE UPON WRITTEN REQUEST TO THE COMPANY AT ITS PRINCIPAL PLACE OF BUSINESS."

5.2 Each Stockholder agrees that, during the term of this Agreement, it will not remove, and will not permit to be removed (upon registration of transfer, reissuance of otherwise), the Legend from any such book-entry statements and acknowledges that the Company will place or cause to be placed the Legend on any new book-entry statements issued to represent the Subject Securities theretofore represented by a book-entry statements carrying the Legend. Each Stockholder will not request that any of the Subject Securities be converted from book-entry format to certificated shares.

Section 6 Successors

The provisions of this Agreement shall be binding upon the successors in interest to any of the Subject Securities. During the Lock-Up Period, the Company shall not permit the transfer of any of the Subject Securities on its books or issue a new certificate representing any of the Subject Securities unless and until the Person to whom such security is to be transferred shall have executed a written agreement, substantially in the form of this Agreement, pursuant to which such Person becomes a party to this Agreement and agrees to be bound by all the provisions hereof as if such Person were a Stockholder hereunder.

Section 7 Termination

This Agreement shall continue in full force and effect from the date hereof through the earliest of the following dates, on which date (the "**Termination Date**") it shall terminate in its entirety on the earlier of: (a) with respect to each Stockholder, the date upon which such Stockholder (and its permitted transferees) no longer Beneficially Own any Subject Securities and (b) the date of the closing of a sale, lease, or other disposition of all or substantially all of the Company's assets or the Company's merger into or consolidation with any other corporation or other entity, or any other corporate reorganization, in which the holders of the Company's outstanding voting stock immediately prior to such transaction own, immediately after such transaction, securities representing less than 50% of the voting power of the corporation or other entity surviving such transaction; *provided*, *however*, that this clause "(b)" shall not apply to a merger effected exclusively for the purpose of changing the domicile of the Company; and (c) the date as of which this Agreement is terminated by the written consent of the Company and the Stockholders.

Section 8 Miscellaneous

8.1 **Expenses**. Each party hereto shall be responsible for its own fees, costs and expenses in connection with the preparation, negotiation and execution of this Agreement.

8.2 **Amendment and Waiver**. This Agreement may not be amended, restated, supplemented or otherwise modified, except upon the execution and delivery of a written agreement providing therefor by the Company and each Stockholder. No failure or delay of any party hereto to exercise any right or remedy given to such party under this Agreement or otherwise available to such party or to insist upon strict compliance by any other party with its obligations hereunder and no single or partial exercise of any such right or power shall constitute a waiver of any party hereto's right to demand exact compliance with the terms hereof. Any written waiver shall be limited to those items specifically waived therein and shall not be deemed to waive any future breaches or violations or other non-specified breaches or violations unless, and to the extent, expressly set forth therein.

Notwithstanding anything to the contrary contained herein, at any time and from time to time the Company may, in its sole and absolute discretion without the consent of any person, waive compliance with the agreements, restrictions and conditions contained herein with respect to any Stockholder.

8.3 Notices. All notices and other communications made pursuant to or under this Agreement shall be in writing and shall be deemed to have been duly given or made (a) when personally delivered, (b) as of the date transmitted when transmitted by electronic mail, (c) one Business Day after deposit with a nationally recognized overnight courier service, or (d) three Business Days after the mailing if sent by registered or certified mail, postage prepaid, return receipt requested. All notices and other communications under this Agreement shall be delivered to the addresses set forth on the signature page hereto, or such other address as such party may have given to the other parties by notice pursuant to this Section 8.3.

8.4 Entire Agreement. This Agreement, together with the Purchase Agreement and the other Seller Documents, set forth the entire understanding and agreement between the parties hereto with respect to the subject matter hereof.

8.5 Other Provisions. The provisions set forth in each of Section 10.5 (*Binding Effect; Benefit; Assignment*) Section 10.7 (*Counterparts*), Section 10.8 (*Applicable Law*), Section 10.9 (*Severability*), Section 10.10 (*Specific Enforcement*), Section 10.11 (*Waiver of Jury Trial*), Section 10.12 (*Rules of Construction*) and Section 10.13 (*Interpretation*) (and the definitions used therein) of the Purchase Agreement are incorporated herein by reference as if set forth herein, *mutatis mutandis*.

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

IN WITNESS WHEREOF, the parties hereto have executed this **Share Lock-Up and Standstill Agreement** as of the date first written above.

Company:

ABACUS LIFE, INC.

/s/ Jay Jackson

Name: Jay Jackson

Title: Chief Executive Officer

[Signature Page to Share Lock-Up and Standstill Agreement)]

Stockholder:

PILLO PORTSMOUTH HOLDING COMPANY, LLC

/s/ Jose Garcia

Name: Jose Garcia

Title: Sole Member

[Signature Page to Share Lock-Up and Standstill Agreement)]

Stockholder:

TIMMO HENK MOL

/s/ Timmo Henk Mol

[Signature Page to Share Lock-Up and Standstill Agreement)]

Stockholder:

VICTOR JOHANNES MAARTEN HEGGELMAN

/s/ Victor Johannes Maarten Heggelman

[Signature Page to Share Lock-Up and Standstill Agreement)]

Stockholder:

CMC VEHICLE, LLC

/s/ Zachary Marans

Name: Zachary Marans

Title: Managing Member

[Signature Page to Share Lock-Up and Standstill Agreement)]

Stockholder:

XAVIER DEU PUJAL

/s/ Xavier Deu Pujal

[Signature Page to Share Lock-Up and Standstill Agreement)]

Stockholder:

CHRISTOPHER SHAWN WINTERS

/s/ Christopher Shawn Winters

[Signature Page to Share Lock-Up and Standstill Agreement)]

Stockholder:

WARD H KERR

/s/ Ward H Kerr

[Signature Page to Share Lock-Up and Standstill Agreement)]

Stockholder:

DIDIER MORIN

/s/ Didier Morin

[Signature Page to Share Lock-Up and Standstill Agreement)]

Stockholder:

GDL VEHICLE, LLC

/s/ Zachary Marans

Name: Zachary Marans

Title: Managing Member

[Signature Page to Share Lock-Up and Standstill Agreement)]

Stockholder:

CARLISLE ACQUISITION VEHICLE, LLC

/s/ David Griswold

Name: David Griswold

Title: Chief Legal Officer and Secretary

[Signature Page to Share Lock-Up and Standstill Agreement)]

NOTES REGISTRATION RIGHTS AGREEMENT

THIS NOTES REGISTRATION RIGHTS AGREEMENT (this "**Agreement**"), dated as of December 2, 2024, is made and entered into by and among Abacus Life, Inc., a Delaware corporation (the "**Company**") and the undersigned parties listed under Holder on the signature pages hereto (each such party, together with any person or entity who hereafter becomes a party to this Agreement pursuant to Section 5.02 of this Agreement, a "**Holder**" and collectively the "**Holders**").

RECITALS

WHEREAS, the Company and the Holders listed on the signature pages hereto are parties to a Share Purchase Agreement, dated as of July 18, 2024 (the "**Share Purchase Agreement**"), by and among Abacus Life, Inc., a Delaware corporation (the "**Purchaser**"), Carlisle Management Company S.C.A., a corporate partnership limited by shares (*société en commandite par actions*) established under the laws of Luxembourg ("**CMC**"), Carlisle Investment Group S.à r.l., a private limited liability company (*société à responsibilité limitée*) incorporated under the laws of Luxembourg, ("**CIG**", and CMC, each, a "**Target**", and together, the "**Targets**"), the sellers party thereto (the "**Sellers**"), and (solely with respect to certain provisions identified therein) Jose Esteban Casares Garcia, Manorhaven Holdings, LLC, Pacific Current Group Limited, certain equityholders of CMC Vehicle, LLC, and Pillo Portsmouth Holding Company, LLC, a Delaware limited liability company, in its capacity as the Sellers' Representative thereunder, pursuant to which the Purchaser is purchasing and the Sellers are selling all of the shares of the Targets (the "**Share Purchase**");

WHEREAS, in connection with the closing of the Share Purchase (the "**Closing**"), 9,213,735 shares of the Company's common stock, par value $0.0001 per share (the "Closing **Common Stock Consideration**") and $72,727,075 aggregate principal amount of the Company's 9.875% Fixed Rate Senior Notes due 2028 (the "Closing **Notes Consideration**"), were issued to the Sellers as consideration in the Share Purchase;

WHEREAS, in connection with and pursuant to the terms of the Share Purchase Agreement, the Company may issue additional shares of common stock (the "**Additional Common Stock Consideration**") and/or Notes (the "**Additional Notes Consideration**") to the Sellers as an upward purchase price adjustment;

WHEREAS, in connection with the Share Purchase, the Company has agreed to provide to the Sellers registration rights in connection with the Common Stock Consideration and Additional Common Stock Consideration, if any, and Notes Consideration and Additional Notes Consideration, if any, being issued or issuable to the Sellers in connection with the Share Purchase; and

WHEREAS, simultaneously herewith, the Company and certain of the Sellers are executing a registration rights agreement in respect of the Closing Stock Consideration and Additional Common Stock Consideration that was issued or is issuable in connection with the Share Purchase (the "**Equity Registration Rights Agreement**").

NOW, THEREFORE, in consideration of the representations, covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I.
DEFINITIONS

Section 1.01 Definitions. The terms defined in this Article I shall, for all purposes of this Agreement, have the respective meanings set forth below:

"Additional Common Stock Consideration" shall have the meaning given in the Recitals hereto.

"Additional Notes Consideration" shall have the meaning given in the Recitals hereto.

"Adverse Disclosure" shall mean any public disclosure of material non-public information, which disclosure, in the good faith judgment of the Chief Executive Officer or principal financial officer of the Company, after consultation with counsel to the Company, (i) would be required to be made in any Registration Statement or Prospectus in order for the applicable Registration Statement or Prospectus not to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein (in the case of any prospectus and any preliminary prospectus, in the light of the circumstances under which they were made) not misleading, (ii) would not be required to be made at such time if the Registration Statement were not being filed, and (iii) the Company has a bona fide business purpose for not making such information public.

"Agreement" shall have the meaning given in the Preamble.

"CIG" shall have the meaning given in the Recitals hereto.

"CIG Sellers" shall have the meaning given in the Recitals hereto.

"Closing" shall have the meaning given in the Recitals hereto.

"Closing Common Stock Consideration" shall have the meaning given in the Recitals hereto.

"Closing Date" shall have the meaning given in the Share Purchase Agreement.

"Closing Notes Consideration" shall have the meaning given in the Recitals hereto.

"CMC" shall have the meaning given in the Recitals hereto.

"CMC Sellers" shall have the meaning given in the Recitals hereto.

"Commission" shall mean the Securities and Exchange Commission.

"Commission Guidance" means any publicly-available written or oral guidance, comments, requirements or requests of the Commission staff, including the Commission's Compliance and Disclosure Interpretations and Manual of Publicly Available Telephone Interpretations.

"Common Stock Consideration" shall have the meaning given in the Recitals hereto.

"Company" shall have the meaning given in the Preamble.

"Demanding Holder" shall mean Carlisle Acquisition Vehicle, LLC.

"Equity Registration Rights Agreement" shall have the meaning given in the Recitals hereto.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as it may be amended from time to time.

"Existing Registration Rights Agreement" shall mean that certain Amended and Restated Registration Rights Agreement, dated as of June 30, 2023, by and among the Company, East Sponsor,

LLC, a Delaware limited liability company and each party listed as a “Holder” on the signature pages thereto.

“Holder” or “Holders” shall have the meaning given in the Preamble.

“Managing Underwriter” means, with respect to any Underwritten Offering, the lead book-running manager(s) of such Underwritten Offering.

“Maximum Amount of Securities” shall have the meaning given in Section 2.02(b).

“Minimum Takedown Threshold” shall have the meaning given in Section 2.02(a).

“Misstatement” shall mean an untrue statement of a material fact or an omission to state a material fact required to be stated in a Registration Statement or Prospectus, or necessary to make the statements in a Registration Statement or Prospectus in the light of the circumstances under which they were made not misleading.

“Prospectus” shall mean the prospectus included in any Registration Statement, as supplemented by any and all prospectus supplements and as amended by any and all post-effective amendments and including all material incorporated by reference in such prospectus.

“Registrable Security” shall mean the aggregate principal amount of Closing Notes Consideration issued in connection with the Share Purchase; *provided*, *however*, that, as to any particular Registrable Security, such securities shall cease to be Registrable Securities when: (A) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged by the applicable Holder in accordance with such Registration Statement; (B) such securities shall have been otherwise transferred, new certificates for such securities not bearing (or book entry positions not subject to) a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of such securities shall not require registration under the Securities Act; (C) such securities shall have ceased to be outstanding; (D) such securities may be sold without registration pursuant to Rule 144 promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission) with no volume or other restrictions or limitations; or (E) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction.

“Registration” shall mean a registration effected by preparing and filing a registration statement or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

“Registration Expenses” shall mean the out-of-pocket expenses of a Registration, including, without limitation, the following:

(a) all registration and filing fees (including fees with respect to filings required to be made with the Financial Industry Regulatory Authority, Inc.) and any securities exchange on which the Notes are then listed;

(b) fees and expenses of compliance with securities or blue sky laws (including reasonable and customary fees and disbursements of counsel for the Underwriters in connection with blue sky qualifications of Registrable Securities, if any);

(c) printing, messenger, telephone and delivery expenses;

(d) reasonable fees and disbursements of counsel for the Company;

(e) reasonable fees and disbursements of all independent registered public accountants of the Company incurred specifically in connection with such Registration; and

(f) reasonable fees and disbursements of one counsel to the selling Holders selected by the Demanding Holder.

"Registration Statement" shall mean any registration statement under the Securities Act that covers the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement.

"Removed Securities" shall have the meaning given in Section 2.05.

"Requesting Holder" shall have the meaning given in Section 2.02(a).

"Securities Act" shall mean the Securities Act of 1933, as amended from time to time.

"Shelf" shall have the meaning given in Section 2.01(a).

"Shelf Registration" means a registration of securities pursuant to a registration statement filed with the Commission in accordance with and pursuant to Rule 415 promulgated under the Securities Act (or any successor rule then in effect).

"Subsequent Shelf Registration" shall have the meaning given in Section 2.01(b).

"Target" and "Targets" shall have the meanings set forth in the Recitals hereto.

"Underwriter" shall mean a securities dealer who purchases any Registrable Securities as principal in an Underwritten Offering and not as part of such dealer's market-making activities.

"Underwritten Registration" or "Underwritten Offering" shall mean a Registration in which securities of the Company are sold to an Underwriter in a firm commitment underwriting for distribution to the public.

"Underwritten Shelf Takedown" shall have the meaning given in Section 2.02(a).

"Withdrawal Notice" shall have the meaning given in Section 2.02(c).

ARTICLE II.
REGISTRATIONS

Section 2.01 Shelf Registration Filing.

(a) The Company shall as soon as reasonably practicable, but in any event within forty-five (45) days after the Closing Date, file with the Commission a "shelf" Registration Statement under the Securities Act to permit the resale of the Registrable Securities from time to time as permitted by Rule 415 under the Securities Act (or any successor or similar provision adopted by the Commission then in effect)(the "Shelf") covering, subject to Section 3.03, the public resale of all of the Registrable

Securities (determined as of two business days prior to such filing) on a delayed or continuous basis and shall use its commercially reasonable efforts to cause such Shelf to be declared effective as soon as practicable after the filing thereof, but in no event later than the earlier of (i) the 90th calendar day (or as soon as reasonably practicable if the Commission notifies the Company that it will "review" the Registration Statement) following the filing thereof and (ii) the 10th business day after the date the Company is notified orally or in writing by the Commission that the Registration Statement will not be "reviewed" or will not be subject to further review. Such Shelf shall provide for the resale of the Registrable Securities included therein pursuant to any method or combination of methods legally available to, and requested by, any Holder named therein. The Company shall maintain a Shelf in accordance with the terms hereof, and shall prepare and file with the SEC such amendments, including post-effective amendments, and supplements as may be necessary to keep a Shelf continuously effective, available for use and in compliance with the provisions of the Securities Act until such time as all Registrable Securities covered by the Shelf have either been distributed in the manner set forth and as contemplated in the Shelf or cease to be Registrable Securities. As soon as practicable following the effective date of a Registration Statement filed pursuant to this Section 2.01(a), but in any event within two (2) business days of such date, the Company shall notify the Holders of the effectiveness of such Registration Statement. When deemed effective, a Registration Statement filed pursuant to this Section 2.01(a) (including the documents incorporated therein by reference) will comply as to form in all material respects with all applicable requirements of the Securities Act and the Exchange Act and will not contain a Misstatement. Any such Shelf shall be on Form S-3 to the extent that the Company is eligible to use such form. Otherwise, such Shelf shall be on another appropriate form.

(b) Subsequent Shelf Registration. If any Shelf ceases to be effective under the Securities Act for any reason at any time while Registrable Securities are still outstanding, or if required pursuant to the terms of Section 2.05, the Company shall, subject to Section 3.04, use its commercially reasonable efforts to as promptly as is reasonably practicable cause such Shelf to again become effective under the Securities Act (including obtaining the prompt withdrawal of any order suspending the effectiveness of such Shelf), and shall use its commercially reasonable efforts to as promptly as is reasonably practicable amend such Shelf in a manner reasonably expected to result in the withdrawal of any order suspending the effectiveness of such Shelf or file an additional registration statement as a Shelf Registration (a "Subsequent Shelf Registration") registering the resale of all Registrable Securities (determined as of two business days prior to such filing), and pursuant to any method or combination of methods legally available to, and requested by, any Holder named therein. If a Subsequent Shelf Registration is filed, the Company shall use its commercially reasonable efforts to (i) cause such Subsequent Shelf Registration to become effective under the Securities Act as promptly as is reasonably practicable after the filing thereof (it being agreed that the Subsequent Shelf Registration shall be an automatic shelf registration statement (as defined in Rule 405 promulgated under the Securities Act) if the Company is a well-known seasoned issuer (as defined in Rule 405 promulgated under the Securities Act) at the most recent applicable eligibility determination date) and (ii) keep such Subsequent Shelf Registration continuously effective, available for use and in compliance with the provisions of the Securities Act until such time as all Registrable Securities covered by the Shelf have either been distributed in the manner set forth and as contemplated in the Shelf or ceased to be Registrable Securities. Any such Subsequent Shelf Registration shall be on Form S-3 to the extent that the Company is eligible to use such form. Otherwise, such Subsequent Shelf Registration shall be on another appropriate form. As soon as practicable following the effective date of a Subsequent Shelf Registration filed pursuant to this Section 2.01(b), but in any event within two (2) business days of such date, the Company shall notify the Holders of the effectiveness of such Subsequent Shelf Registration. When deemed effective, a Subsequent Shelf Registration filed pursuant to this Section 2.01(b) (including the documents incorporated therein by reference) will comply as to form in all material respects with all applicable requirements of the Securities Act and the Exchange Act and will not contain a Misstatement.

Section 2.02 Underwritten Shelf Takedown.

(a) Subject to the provisions of Section 2.02(c) and Section 3.04 hereof, at any time and from time to time following effectiveness of the Shelf, the Demanding Holder may make a written demand to sell all or any portion of its Registrable Securities in an Underwritten Offering that is registered pursuant to a Shelf (each, an "Underwritten Shelf Takedown"); *provided*, in each case, that the Company shall only be obligated to effect an Underwritten Offering if such offering shall include Registrable Securities proposed to be sold by the Demanding Holder with a total offering price reasonably expected to exceed, in the aggregate, $35,000,000 (the "Minimum Takedown Threshold").

All requests for Underwritten Shelf Takedowns shall be made by giving written notice to the Company, which shall specify the approximate amount of Registrable Securities proposed to be sold in the Underwritten Shelf Takedown and the expected price range (net of underwriting discounts and commissions) of such Underwritten Offering. Promptly (but in any event within ten (10) days) after receipt of a demand for an Underwritten Shelf Takedown, the Company shall give written notice of the Underwritten Shelf Takedown to all other Holders of Registrable Securities and, subject to the provisions of Section 2.02(b), shall include in such Underwritten Shelf Takedown all Registrable Securities with respect to which the Company has received written requests for inclusion therein within five (5) business days after sending such notice to Holders (each such Holder requesting to be included in such Underwritten Shelf Takedown, a "Requesting Holder").

In connection with any Underwritten Shelf Takedown contemplated by this Section 2.02, subject to Section 3.03 and Article IV, the underwriting agreement into which each Holder and the Company shall enter shall contain such representations, covenants, indemnities and other rights and obligations as are customary in underwritten offerings of securities by the Company. Notwithstanding any other provision of this Agreement to the contrary, (i) the Demanding Holder may demand not more than one (1) Underwritten Shelf Takedown pursuant to this Agreement.

(b) Reduction of Underwritten Offering. If the Managing Underwriter or Underwriters in an Underwritten Registration, in good faith, advises the Company, the Demanding Holder and the Requesting Holders (if any) in writing, in its or their opinion, that the dollar amount of Registrable Securities that the Demanding Holder and the Requesting Holders (if any) desire to sell, exceeds the maximum dollar amount or maximum amount of Registrable Securities that can be sold in the Underwritten Offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum amount of such securities, as applicable, the "Maximum Amount of Securities"), then the Company shall include in such Underwritten Offering (i) first, the Registrable Securities of the Demanding Holder that the Demanding Holder has requested be included in such Underwritten Offering that can be sold without exceeding the Maximum Amount of Securities; and (ii) second, to the extent that the Maximum Amount of Securities has not been reached under the foregoing clause (i), the Registrable Securities of the Requesting Holders (if any) (pro rata based on the respective amount of Registrable Securities that each Requesting Holder (if any) has requested be included in such Underwritten Offering) that can be sold without exceeding the Maximum Amount of Securities.

(c) Withdrawal. The Demanding Holder or a Requesting Holder shall have the right to withdraw all or a portion of its Registrable Securities included in an Underwritten Shelf Takedown pursuant to Section 2.02 for any or no reason whatsoever upon written notification to the Company and the Managing Underwriter or Underwriters of its intention to so withdraw (a "Withdrawal Notice") at any time prior to the filing of the applicable "red herring" prospectus or prospectus supplement used for marketing such Underwritten Shelf Takedown; *provided, however*, that if, upon withdrawal by the Demanding Holder of an amount of its Registrable Securities included in such Underwritten Shelf Takedown such that the Demanding Holder's Registrable Securities being offered in the Underwritten Shelf Takedown no longer exceeds the Minimum Takedown Threshold, then the Company shall cease

all efforts to complete the Underwritten Offering. If withdrawn, such requested Underwritten Shelf Takedown shall constitute a demand for an Underwritten Shelf Takedown for purposes of Section 2.02 unless the Demanding Holder reimburses the Company for all Registration Expenses with respect to such Underwritten Shelf Takedown. Following the receipt of any Withdrawal Notice, the Company shall promptly forward such Withdrawal Notice to any other Holders that had elected to participate in such Underwritten Shelf Takedown. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with a Registration pursuant to an Underwritten Shelf Takedown prior to its and including its withdrawal under this Section 2.02(c), other than if the Demanding Holder elects to pay such Registration Expenses pursuant to the second sentence of this Section 2.02(c).

(d) Selection of Managing Underwriters. The Demanding Holder in an Underwritten Shelf Takedown shall have the right to select the Managing Underwriter in connection with such Underwritten Shelf Takedown, which Managing Underwriter shall be reasonably acceptable to the Company.

Section 2.03 Reserved.

Section 2.04 Reserved.

Section 2.05 Rule 415; Removal. If at any time the Commission takes the position that the offering of some or all of the Registrable Securities in a Form S-3 Shelf filed pursuant to this Article II is not eligible to be made on a delayed or continuous basis under the provisions of Rule 415 under the Securities Act (*provided, however*, that the Company shall be obligated to use diligent efforts to advocate with the Commission for the registration of all of the Registrable Securities in accordance with the Commission Guidance, including without limitation, Compliance and Disclosure Interpretation 612.09) or requires a Holder to be named as an "underwriter," the Company shall promptly notify each Holder of Registrable Securities thereof (or in the case of the Commission requiring a Holder to be named as an "underwriter," such Holder) and use commercially reasonable efforts to persuade the Commission that the offering contemplated by such Registration Statement is a valid secondary offering and not an offering "by or on behalf of the issuer" as defined in Rule 415. In the event that the Commission refuses to alter its position, the Company shall (a) remove from such Registration Statement such portion of the Registrable Securities (the "Removed Securities") and/or (b) agree to such restrictions and limitations on the registration and resale of the Registrable Securities as the Commission may require to assure the Company's compliance with the requirements of Rule 415; *provided, however*, that the Company shall not agree to name any Holder as an "underwriter" in such Registration Statement without the prior written consent of such Holder and, if the Commission requires such Holder to be named as an "underwriter" in such Registration Statement, notwithstanding any provision in this Agreement to the contrary, the Company shall not be under any obligation to include any Registrable Securities of such Holder in such Registration Statement. Notwithstanding any other provision of this Agreement, if any Commission Guidance sets forth a limitation on the amount of Registrable Securities permitted to be registered on a particular Registration Statement in a secondary offering, unless otherwise directed in writing by a Holder as to its Registrable Securities, and unless any Commission Guidance requires otherwise, the amount of Registrable Securities to be Registered on such Registration Statement shall be reduced on a pro rata basis based on the aggregate amount of Registrable Securities held by such Holders. In the event of a removal of the Registrable Securities of the Holders pursuant to this Section 2.05, the Company shall promptly register the resale of any Removed Securities pursuant to Section 2.01(b) hereof and in no event shall the filing of such Shelf filed pursuant to the terms of Section 2.01(b) be counted as a demand of an Underwritten Shelf Takedown under Section 2.02.

ARTICLE III.

COMPANY PROCEDURES

Section 3.01 General Procedures. If at any time the Company is required to effect the Registration of Registrable Securities, the Company shall use its reasonable best efforts to effect such Registration to permit the sale of such Registrable Securities in accordance with the intended plan of distribution thereof, and pursuant thereto the Company shall, as expeditiously as possible:

(a) prepare and file with the Commission a Registration Statement with respect to such Registrable Securities, and any such amendments and supplements to the Registration Statement and the prospectus used in connection therewith as may be necessary to keep the Registration Statement effective until such time as all Registrable Securities covered by the Shelf have either been distributed in the manner set forth and as contemplated in the Registration Statement or ceased to be Registrable Securities and as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by the Registration Statement;

(b) prior to filing a Registration Statement or Prospectus, or any amendment or supplement thereto, furnish without charge to the Underwriters, if any, and the Holders of Registrable Securities included in such Registration, and such Holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the Prospectus included in such Registration Statement (including each preliminary Prospectus), and such other documents as the Underwriters and the Holders of Registrable Securities included in such Registration or the legal counsel for any such Holders may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Holders; *provided*, that the Company will not have any obligation to provide any document pursuant to this clause that is available on the Commission's EDGAR system;

(c) if applicable, use its reasonable best efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the Holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may reasonably request and to keep such registration or qualification in effect for so long as such Registration Statement remains in effect and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue of the business and operations of the Company or otherwise and do any and all other acts and things that may be necessary or advisable, in each case, to enable the Holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; *provided*, *however*, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject;

(d) use its reasonable best efforts to cause all such Registrable Securities to be listed on each securities exchange or automated quotation system on which similar securities issued by the Company are then listed, if permitted by the rules of such exchange and applicable regulations;

(e) promptly furnish to each seller of Registrable Securities covered by such Registration Statement such number of conformed copies of such Registration Statement and of each such amendment and supplement thereto (in each case including all exhibits), such number of copies of the Prospectus contained in such Registration Statement (including each preliminary Prospectus and any summary Prospectus) and any other Prospectus filed under Rule 424 under the Securities Act, in conformity with the requirements of the Securities Act, and such other documents as such seller may reasonably request;

(f) advise each seller of such Registrable Securities, promptly after it shall receive notice thereof, of any request by the Commission that the Company amend or supplement such Registration Statement or Prospectus or of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or Prospectus or the initiation of any proceeding for such purpose and promptly use its reasonable best efforts to amend or supplement such Registration Statement or Prospectus or prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued, as applicable;

(g) notify each Holder of Registrable Securities covered by such Registration Statement, promptly after the Company receives notice thereof, of the time when such Registration Statement has been declared effective or a supplement to any Prospectus forming a part of such Registration Statement has been filed;

(h) at least five (5) business days prior to the filing of any Registration Statement or Prospectus or any amendment or supplement to such Registration Statement or Prospectus, furnish a copy thereof to each Holder who is listed as a selling stockholder of such Registrable Securities in the Registration Statement and one counsel on behalf of such Holders;

(i) notify the Holders at any time when a Prospectus relating to such Registration Statement is required to be delivered under the Securities Act, of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes a Misstatement, and then to correct such Misstatement as set forth in Section 3.04 hereof;

(j) make available to one counsel to the Managing Underwriter and selling Holders access to such information and the Company personnel as is reasonable and customary to enable such parties to establish a due diligence defense under the Securities Act; provided that the Company need not disclose any information to any such counsel unless and until such representative has entered into a confidentiality agreement with the Company;

(k) in the event of an Underwritten Offering, obtain a "cold comfort" letter (including a bring-down letter dated as of the date the Registrable Securities are delivered for sale pursuant to such Registration) from the Company's independent registered public accountants, in customary form and covering such matters of the type customarily covered by "cold comfort" letters as the Managing Underwriter may reasonably request;

(l) in the event of an Underwritten Offering, on the date the Registrable Securities are delivered for sale pursuant to such Registration, obtain an opinion and negative assurance letter, dated such date, of counsel representing the Company for the purposes of such Registration, addressed to the Holders and the Underwriters in customary form and covering such legal matters as are customarily included in such opinions and negative assurance letters;

(m) in the event of an Underwritten Offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the Managing Underwriter of such Underwritten Offering;

(n) otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the Commission, and to make available to its security holders, within the required time period, an earnings statement covering the period of at least twelve (12) months beginning with the first day of the Company's first full calendar quarter after the effective date of the Registration Statement which satisfies the provisions of Section 11(a) of the Securities Act and the rules and regulations thereunder, including Rule 158 thereunder (or any successor rule promulgated thereafter by the Commission);

(o) use its reasonable best efforts to make available senior executives of the Company to participate in customary "road show" presentations that may be reasonably requested by the Managing Underwriter in any Underwritten Offering; and

(p) take all such other commercially reasonable actions as are necessary or advisable in order to expedite or facilitate the disposition of such Registrable Securities in accordance with the terms hereof.

Section 3.02 Registration Expenses. The Registration Expenses of all Registrations shall be borne by the Company. It is acknowledged by the Holders that the Holders shall bear all incremental selling expenses relating to the sale of Registrable Securities, such as Underwriters' commissions and discounts, brokerage fees, and, other than as set forth in the definition of "Registration Expenses," all fees and expenses of any legal counsel representing the Holders.

Section 3.03 Cooperation by Holders. The Company shall have no obligation to include Registrable Securities of a Holder in any Registration Statement or Underwritten Offering if such Holder has failed to timely furnish such information as the Company may, from time to time, request in writing regarding such Holder and the distribution of such Registrable Securities that the Company determines, after consultation with counsel, is reasonably required in order for any registration statement or prospectus supplement, as applicable, to comply with the Securities Act.

Section 3.04 Suspension of Sales; Adverse Disclosure. Upon receipt of written notice from the Company that a Registration Statement or Prospectus contains a Misstatement, each of the Holders shall forthwith discontinue disposition of Registrable Securities until he, she or it has received copies of a supplemented or amended Prospectus correcting the Misstatement (it being understood that the Company hereby covenants to prepare and file such supplement or amendment as soon as practicable after the time of such notice), or until he, she or it is advised in writing by the Company that the use of the Prospectus may be resumed. If the filing, initial effectiveness or continued use of a Registration Statement in respect of any Registration at any time would require the Company to make an Adverse Disclosure or would require the inclusion in such Registration Statement of financial statements that are unavailable to the Company for reasons beyond the Company's control, the Company may, upon giving prompt written notice of such action to the Holders, delay the filing or initial effectiveness of, or suspend use of, such Registration Statement for the shortest period of time, but in no event more than sixty (60) consecutive days, determined in good faith by the Company to be necessary for such purpose. In the event the Company exercises its rights under the preceding sentence, the Holders agree to suspend, immediately upon their receipt of the notice referred to above, their use of the Prospectus relating to any Registration in connection with any sale or offer to sell Registrable Securities. The Company shall immediately notify the Holders of the expiration of any period during which it exercised its rights under this Section 3.04.

Section 3.05 Covenants of the Company.

(a) Rule 144. With a view to making available the benefits of certain rules and regulations of the Commission that may permit the resale of the Registrable Securities without registration, at all times at which the Company has securities registered pursuant to Section 12 of the Exchange Act, the Company agrees to use its reasonable best efforts to:

(i) Make and keep public information regarding the Company available, as those terms are understood and defined in Rule 144 under the Securities Act, at all time from and after the date hereof; and

(ii) File with the Commission in a timely manner timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports and other

documents required of the Company under the Securities Act and the Exchange Act at all times from and after the date hereof.

(b) Assistance with Transfers. The Company further covenants that it shall use commercially reasonable efforts to cooperate with such Holder and take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell the Registrable Securities held by such Holder without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission), including providing legal opinions to the transfer agent, registrar or depositary as are customary for the transaction of this type and are reasonably requested by the same and taking or causing to be taken such other actions as are reasonably necessary to cause any legends, notations, or similar designations restricting transferability of the Registrable Securities held by such Holder to be removed and to rescind any transfer restrictions with respect to such Registrable Securities; provided, however, that such Holder shall deliver to the Company, in form and substance reasonably satisfactory to the Company, representation letters regarding any necessary or appropriate factual matters and regarding such Holder's compliance with such rules and regulations, as may be applicable.

ARTICLE IV.
INDEMNIFICATION AND CONTRIBUTION

Section 4.01 Indemnification.

(a) The Company agrees to indemnify, to the extent permitted by law, each Holder of Registrable Securities, its officers and directors and each person who controls such Holder (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) caused by any untrue or alleged untrue statement of material fact contained in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as the same are caused by or contained in any information furnished in writing to the Company by such Holder expressly for use therein. The Company shall indemnify the Underwriters, their officers and directors and each person who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to the indemnification of the Holder.

(b) In connection with any Registration Statement in which a Holder of Registrable Securities is participating, such Holder shall furnish to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such Registration Statement or Prospectus and, to the extent permitted by law, shall indemnify the Company, its directors and officers and agents and each person who controls the Company (within the meaning of the Securities Act) against any losses, claims, damages, liabilities and expenses (including without limitation reasonable attorneys' fees) resulting from any untrue statement of material fact contained in the Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is contained in any information or affidavit so furnished in writing by such Holder expressly for use therein. The Holders of Registrable Securities shall indemnify the Underwriters, their officers, directors and each person who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to indemnification of the Company. For the avoidance of doubt, the obligation to indemnify under this Section 4.01(b) shall be several, not joint and several, among the Holders of Registrable Securities, and the total indemnification liability of a Holder under

this Section 4.01(b) shall be in proportion to and limited to the net proceeds received by such Holder from the sale of Registrable Securities pursuant to such Registration Statement.

(c) Any person entitled to indemnification herein shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any person's right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party) and (ii) unless, in the reasonable opinion of counsel to such indemnified party, a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless, in the reasonable opinion of counsel to any indemnified party, a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

(d) The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling person of such indemnified party and shall survive the transfer of securities.

(e) If the indemnification provided under Section 4.01 hereof from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities and expenses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities and expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by, or relates to information supplied by, such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action; *provided*, *however*, that the liability of any Holder under this (e) shall be limited to the amount of the net proceeds received by such Holder in such offering giving rise to such liability. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in Section 4.01(a), Section 4.01(b) and Section 4.01(c) above, any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this (e) were determined by pro rata allocation or by any other method of allocation, which does not take account of the equitable considerations referred to in this (e). No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this (e) from any person who was not guilty of such fraudulent misrepresentation.

ARTICLE V.

MISCELLANEOUS

Section 5.01 Notices. Any notice or communication under this Agreement must be in writing and given by (a) deposit in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, (b) delivery in person or by courier service providing evidence of delivery, or (c) transmission by hand delivery, electronic mail, telecopy, telegram or facsimile. Each notice or communication that is mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent, and received, in the case of mailed notices, on the third business day following the date on which it is mailed and, in the case of notices delivered by courier service, hand delivery, electronic mail, telecopy, telegram or facsimile, at such time as it is delivered to the addressee (with the delivery receipt or the affidavit of messenger) or at such time as delivery is refused by the addressee upon presentation. Any notice or communication under this Agreement must be addressed, if to the Company, to: 2101 Park Center Drive, Suite 200, Orlando, Florida 32835, Attention: Jay Jackson, CEO, with a copy to the Chief Counsel of the Company, and, if to any Holder, at such Holder's address or facsimile number as set forth in the Company's books and records. Any party may change its address for notice at any time and from time to time by written notice to the other parties hereto, and such change of address shall become effective thirty (30) days after delivery of such notice as provided in this Section 5.01.

Section 5.02 Assignment; No Third Party Beneficiaries.

(a) This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part.

(b) This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and its successors and the permitted assigns of the Holders.

(c) This Agreement shall not confer any rights or benefits on any persons that are not parties hereto, other than as expressly set forth in this Agreement and Section 5.02 hereof.

(d) No assignment by any party hereto of such party's rights, duties and obligations hereunder shall be binding upon or obligate the Company unless and until the Company shall have received (i) written notice of such assignment as provided in Section 5.01 hereof and the Company shall have provided its written consent to such assignment, which consent shall not be unreasonably withheld, and (ii) the written agreement of the assignee, in a form reasonably satisfactory to the Company, to be bound by the terms and provisions of this Agreement (which may be accomplished by an addendum or certificate of joinder to this Agreement). Any transfer or assignment made other than as provided in this Section 5.02 shall be null and void.

Section 5.03 Counterparts. This Agreement may be executed in multiple counterparts (including facsimile or PDF counterparts), each of which shall be deemed an original, and all of which together shall constitute the same instrument, but only one of which need be produced.

Section 5.04 Governing Law; Venue. NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY OF THE PARTIES HERETO, THE PARTIES EXPRESSLY AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK AS APPLIED TO AGREEMENTS AMONG NEW YORK RESIDENTS ENTERED INTO AND TO BE PERFORMED ENTIRELY WITHIN NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAW PROVISIONS OF SUCH JURISDICTION AND THE VENUE FOR ANY ACTION TAKEN WITH RESPECT TO THE AGREEMENT SHALL BE ANY STATE OR FEDERAL COURT IN NEW YORK COUNTY IN THE STATE OF NEW YORK AND THE PARTIES HERETO CONSENT TO AND AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH

COURTS. EACH OF THE PARTIES HERETO HEREBY WAIVES AND AGREES NOT TO ASSERT IN ANY SUCH DISPUTE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM THAT (I) SUCH PARTY IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURTS, (II) SUCH PARTY AND SUCH PARTY'S PROPERTY IS IMMUNE FROM ANY LEGAL PROCESS ISSUED BY SUCH COURTS OR (III) ANY LITIGATION OR OTHER PROCEEDING COMMENCED IN SUCH COURTS IS BROUGHT IN AN INCONVENIENT FORUM. THE PARTIES HEREBY AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING IN THE MANNER PROVIDED IN SECTION 5.01, OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW, SHALL BE VALID AND SUFFICIENT SERVICE THEREOF AND HEREBY WAIVE ANY OBJECTIONS TO SERVICE ACCOMPLISHED IN THE MANNER HEREIN PROVIDED. NOTWITHSTANDING THE FOREGOING, A FINAL JUDGMENT IN ANY SUCH ACTION MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

Section 5.05 Amendments and Modifications. Upon the written consent of the Company, the Demanding Holder and the Holders of at least a majority-in-interest of the Registrable Securities at the time in question, compliance with any of the provisions, covenants and conditions set forth in this Agreement may be waived, or any of such provisions, covenants or conditions may be amended or modified; *provided*, *however*, that notwithstanding the foregoing, any amendment hereto or waiver hereof that adversely affects one Holder, solely in his, her or its capacity as a holder of the Registrable Securities, in a manner that is materially different from the other Holders (in such capacity) shall require the consent of the Holder so affected. No course of dealing between any Holder or the Company and any other party hereto or any failure or delay on the part of a Holder or the Company in exercising any rights or remedies under this Agreement shall operate as a waiver of any rights or remedies of any Holder or the Company. No single or partial exercise of any rights or remedies under this Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party.

Section 5.06 Other Registration Rights. The Company represents and warrants that except as set forth in the Existing Registration Rights Agreement and except for the Equity Registration Rights Agreement being executed simultaneously herewith, no person, other than a Holder of Registrable Securities, has any right to require the Company to register any securities of the Company for sale or to include such securities of the Company in any Registration filed by the Company for the sale of securities for its own account or for the account of any other person. Further, the Company represents and warrants that this Agreement supersedes any other registration rights agreement or agreement with similar terms and conditions among the parties hereto with respect to the Registrable Securities and in the event of a conflict between any such agreement or agreements and this Agreement with respect to such securities, the terms of this Agreement shall prevail.

Section 5.07 Term. This Agreement shall terminate as to any Holder upon the earlier of (a) the tenth anniversary of the date of this Agreement and (b) the date such Holder no longer owns any

Closing Notes Consideration that constitutes Registrable Securities. The provisions of Section 3.05 and Article IV shall survive any termination.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

COMPANY:

ABACUS LIFE, INC.

By: /s/ Jay Jackson
Name: Jay Jackson
Title: Chief Executive Officer

HOLDER:
TIMMO HENK MOL

/s/ Timmo Henk Mol

HOLDER:

VICTOR JOHANNES
MAARTEN HEGGELMAN

/s/ Victor Johannes Maarten Heggelman

HOLDER:
CMC VEHICLE, LLC

/s/ Zachary Marans

Name: Zachary Marans

Title: Managing Member

HOLDER:
XAVIER DEU PUJAL

/s/ Xavier Deu Pujal
____

HOLDER:

CHRISTOPHER SHAWN WINTERS

/s/ Christopher Shawn Winters

HOLDER:
WARD H KERR

/s/ Ward H Kerr

HOLDER:
DIDIER MORIN

/s/ Didier Morin
____

HOLDER:
GDL VEHICLE, LLC

/s/ Zachary Marans

Name: Zachary Marans

Title: Managing Member

HOLDER:

CARLISLE ACQUISITION VEHICLE, LLC

/s/ David Griswold

Name: David Griswold

Title: Chief Legal Officer and Secretary

HOLDER:
MANORHAVEN CAPITAL, LLC

/s/ Zachary Marans

Name: Zachary Marans

Title: Chief Executive Officer

EQUITY REGISTRATION RIGHTS AGREEMENT

THIS EQUITY REGISTRATION RIGHTS AGREEMENT (this "**Agreement**"), dated as of December 2, 2024, is made and entered into by and among Abacus Life, Inc., a Delaware corporation (the "**Company**") and the undersigned parties listed under Holder on the signature pages hereto (each such party, together with any person or entity who hereafter becomes a party to this Agreement pursuant to Section 5.02 of this Agreement, a "**Holder**" and collectively the "**Holders**").

RECITALS

WHEREAS, the Company and the Holders listed on the signature pages hereto are parties to a Share Purchase Agreement, dated as of July 18, 2024 (the "**Share Purchase Agreement**"), by and among Abacus Life, Inc., a Delaware corporation (the "**Purchaser**"), Carlisle Management Company S.C.A., a corporate partnership limited by shares (*société en commandite par actions*) established under the laws of Luxembourg ("**CMC**"), Carlisle Investment Group S.à r.l., a private limited liability company (*société à responsibilité limitée*) incorporated under the laws of Luxembourg, ("**CIG**", and CMC, each, a "**Target**", and together, the "**Targets**"), the sellers party thereto (the "**Sellers**"), and (solely with respect to certain provisions identified therein) Jose Esteban Casares Garcia, Manorhaven Holdings, LLC, Pacific Current Group Limited, certain equityholders of CMC Vehicle, LLC, and Pillo Portsmouth Holding Company, LLC, a Delaware limited liability company, in its capacity as the Sellers' Representative thereunder, pursuant to which the Purchaser is purchasing and the Sellers are selling all of the shares of the Targets (the "**Share Purchase**");

WHEREAS, in connection with the closing of the Share Purchase (the "**Closing**"), 9,213,735 shares of the Company's common stock, par value $0.0001 per share (the "Closing **Common Stock Consideration**") and $ 72,727,075 aggregate principal amount of the Company's 9.875% Fixed Rate Senior Notes due 2028 (the "Closing **Notes Consideration**"), were issued to the Sellers as consideration in the Share Purchase;

WHEREAS, in connection with and pursuant to the terms of the Share Purchase Agreement, the Company may issue additional shares of Common Stock (the "**Additional Common Stock Consideration**") and/or Notes (the "**Additional Notes Consideration**") to the Sellers as an upward purchase price adjustment;

WHEREAS, in connection with the Share Purchase, the Company has agreed to provide to the Sellers registration rights in connection with the Common Stock Consideration and Additional Common Stock Consideration, if any, and Notes Consideration and Additional Notes Consideration, if any, being issued or issuable to the Sellers in connection with the Share Purchase; and

WHEREAS, simultaneously herewith, the Company and certain of the Sellers are executing a registration rights agreement in respect of the Notes Consideration and Additional Notes Consideration that was issued or is issuable in connection with the Share Purchase (the "**Notes Registration Rights Agreement**").

NOW, THEREFORE, in consideration of the representations, covenants and agreements contained herein, and certain other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I.
DEFINITIONS

Section 1.01 Definitions. The terms defined in this Article I shall, for all purposes of this Agreement, have the respective meanings set forth below:

"Additional Common Stock Consideration" shall have the meaning given in the Recitals hereto.

"Additional Notes Consideration" shall have the meaning given in the Recitals hereto.

"Adverse Disclosure" shall mean any public disclosure of material non-public information, which disclosure, in the good faith judgment of the Chief Executive Officer or principal financial officer of the Company, after consultation with counsel to the Company, (i) would be required to be made in any Registration Statement or Prospectus in order for the applicable Registration Statement or Prospectus not to contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein (in the case of any prospectus and any preliminary prospectus, in the light of the circumstances under which they were made) not misleading, (ii) would not be required to be made at such time if the Registration Statement were not being filed, and (iii) the Company has a bona fide business purpose for not making such information public.

"Agreement" shall have the meaning given in the Preamble.

"CIG" shall have the meaning given in the Recitals hereto.

"CIG Sellers" shall have the meaning given in the Recitals hereto.

"Closing" shall have the meaning given in the Recitals hereto.

"Closing Common Stock Consideration" shall have the meaning given in the Recitals hereto.

"Closing Date" shall have the meaning given in the Share Purchase Agreement.

"Closing Notes Consideration" shall have the meaning given in the Recitals hereto.

"CMC" shall have the meaning given in the Recitals hereto.

"CMC Sellers" shall have the meaning given in the Recitals hereto.

"Commission" shall mean the Securities and Exchange Commission.

"Commission Guidance" means any publicly-available written or oral guidance, comments, requirements or requests of the Commission staff, including the Commission's Compliance and Disclosure Interpretations and Manual of Publicly Available Telephone Interpretations.

"Common Stock" shall have the meaning given in the Recitals hereto.

"Common Stock Consideration" shall have the meaning given in the Recitals hereto.

"Company" shall have the meaning given in the Preamble.

"Demanding Holder" shall mean Pillo Portsmouth Holding Co, LLC or Carlisle Acquisition Vehicle, LLC, in each case, only if such Holder owns Registrable Securities in an amount equal to at least 3% of the Company's outstanding Common Stock as of the date of the expiration of the Lockup Period and who makes a demand pursuant to Section 2.02(a).

"Exchange Act" shall mean the Securities Exchange Act of 1934, as it may be amended from time to time.

"Existing Registration Rights Agreement" shall mean that certain Amended and Restated Registration Rights Agreement, dated as of June 30, 2023, by and among the Company, East Sponsor, LLC, a Delaware limited liability company and each party listed as a "Holder" on the signature pages thereto.

"Lock-up Period" shall have the meaning ascribed to such term in the Share Lock-up and Standstill Agreement.

"Holder" or "Holders" shall have the meaning given in the Preamble, .

"Managing Underwriter" means, with respect to any Underwritten Offering, the lead book-running manager(s) of such Underwritten Offering.

"Maximum Number of Securities" shall have the meaning given in Section 2.02(b).

"Minimum Takedown Threshold" shall have the meaning given in Section 2.02(a).

"Misstatement" shall mean an untrue statement of a material fact or an omission to state a material fact required to be stated in a Registration Statement or Prospectus, or necessary to make the statements in a Registration Statement or Prospectus in the light of the circumstances under which they were made not misleading.

"Notes Consideration" shall have the meaning given in the Recitals hereto.

"Notes Registration Rights Agreement" shall have the meaning given in the Recitals hereto.

"Permitted Transferees" shall mean any person or entity to whom a Holder of Registrable Securities is permitted to transfer such Registrable Securities prior to the expiration of the Lock-up Period under that certain Share Lock-up and Standstill Agreement.

"Piggyback Registration" shall have the meaning given in Section 2.04(a).

"Prospectus" shall mean the prospectus included in any Registration Statement, as supplemented by any and all prospectus supplements and as amended by any and all post-effective amendments and including all material incorporated by reference in such prospectus.

"Registrable Security" shall mean (a) the shares of Closing Common Stock Consideration issued in connection with the Share Purchase and (b) any other equity security of the Company issued or issuable with respect to any such share of Common Stock by way of a stock dividend or stock split or in connection with a combination of shares, recapitalization, merger, consolidation or reorganization of the Company; *provided*, *however*, that, as to any particular Registrable Security, such securities shall cease to be Registrable Securities when: (A) a Registration Statement with respect to the sale of such securities shall have become effective under the Securities Act and such securities shall have been sold, transferred, disposed of or exchanged by the applicable Holder in accordance with such Registration Statement; (B) such securities shall have been otherwise transferred, new certificates for such securities not bearing (or book entry positions not subject to) a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of such securities shall not require registration under the Securities Act; (C) such securities shall have ceased to be outstanding; (D) such securities may be sold without registration pursuant to Rule 144 promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission) with no volume or other restrictions or limitations; or (E) such securities have been sold to, or through, a broker, dealer or underwriter in a public distribution or other public securities transaction.

"Registration" shall mean a registration effected by preparing and filing a registration statement or similar document in compliance with the requirements of the Securities Act, and the applicable rules and regulations promulgated thereunder, and such registration statement becoming effective.

"Registration Expenses" shall mean the out-of-pocket expenses of a Registration, including, without limitation, the following:

(a) all registration and filing fees (including fees with respect to filings required to be made with the Financial Industry Regulatory Authority, Inc.) and any securities exchange on which the Common Stock is then listed;

(b) fees and expenses of compliance with securities or blue sky laws (including reasonable and customary fees and disbursements of counsel for the Underwriters in connection with blue sky qualifications of Registrable Securities, if any);

(c) printing, messenger, telephone and delivery expenses;

(d) reasonable fees and disbursements of counsel for the Company;

(e) reasonable fees and disbursements of all independent registered public accountants of the Company incurred specifically in connection with such Registration; and

(f) reasonable fees and disbursements of one counsel to the selling Holders selected (i) in the case of an Underwritten Shelf Takedown pursuant to Section 2.02, by agreement of the Demanding Holders, or (ii) in the case of a Registration pursuant to Section 2.04 initiated by the Company for its own account or that of a Company stockholder other than pursuant to rights under this Agreement, by a majority in interest of participating Holders.

"Registration Statement" shall mean any registration statement under the Securities Act that covers the Registrable Securities pursuant to the provisions of this Agreement, including the Prospectus included in such registration statement, amendments (including post-effective amendments) and supplements to such registration statement, and all exhibits to and all material incorporated by reference in such registration statement.

"Removed Shares" shall have the meaning given in Section 2.05.

"Requesting Holder" shall have the meaning given in Section 2.02(a).

"Securities Act" shall mean the Securities Act of 1933, as amended from time to time.

"Share Lock-up and Standstill Agreement" shall mean that certain Share Lock-up and Standstill Agreement, dated the date hereof, between the Company and the Holders party thereto, and to any transferee thereafter.

"Shelf" shall have the meaning given in Section 2.01(a).

"Shelf Registration" means a registration of securities pursuant to a registration statement filed with the Commission in accordance with and pursuant to Rule 415 promulgated under the Securities Act (or any successor rule then in effect).

“Subsequent Shelf Registration” shall have the meaning given in Section 2.01(b).

“Target” and “Targets” shall have the meanings set forth in the Recitals hereto.

“Underwriter” shall mean a securities dealer who purchases any Registrable Securities as principal in an Underwritten Offering and not as part of such dealer’s market-making activities.

“Underwritten Registration” or “Underwritten Offering” shall mean a Registration in which securities of the Company are sold to an Underwriter in a firm commitment underwriting for distribution to the public.

“Underwritten Shelf Takedown” shall have the meaning given in Section 2.02(a).

“Withdrawal Notice” shall have the meaning given in Section 2.02(c).

ARTICLE II.
REGISTRATIONS

Section 2.01 Shelf Registration Filing.

(a) The Company shall as soon as reasonably practicable, but in any event within ninety (90) days prior to the expiration of the Lock-up Period, file with the Commission a “shelf” Registration Statement under the Securities Act to permit the resale of the Registrable Securities from time to time as permitted by Rule 415 under the Securities Act (or any successor or similar provision adopted by the Commission then in effect)(the “Shelf”) covering, subject to Section 3.03, the public resale of all of the Registrable Securities (determined as of two business days prior to such filing) on a delayed or continuous basis and shall use its commercially reasonable efforts to cause such Shelf to be declared effective as soon as practicable after the filing thereof, but in no event later than the earlier of (i) the 90th calendar day (or as soon as reasonably practicable if the Commission notifies the Company that it will “review” the Registration Statement) following the filing thereof and (ii) the 10th business day after the date the Company is notified orally or in writing by the Commission that the Registration Statement will not be “reviewed” or will not be subject to further review. Such Shelf shall provide for the resale of the Registrable Securities included therein pursuant to any method or combination of methods legally available to, and requested by, any Holder named therein. The Company shall maintain a Shelf in accordance with the terms hereof, and shall prepare and file with the SEC such amendments, including post-effective amendments, and supplements as may be necessary to keep a Shelf continuously effective, available for use and in compliance with the provisions of the Securities Act until such time as all Registrable Securities covered by the Shelf have either been distributed in the manner set forth and as contemplated in the Shelf or cease to be Registrable Securities. As soon as practicable following the effective date of a Registration Statement filed pursuant to this Section 2.01(a), but in any event within two (2) business days of such date, the Company shall notify the Holders of the effectiveness of such Registration Statement. When deemed effective, a Registration Statement filed pursuant to this Section 2.01(a) (including the documents incorporated therein by reference) will comply as to form in all material respects with all applicable requirements of the Securities Act and the Exchange Act and will not contain a Misstatement. Any such Shelf shall be on Form S-3 to the extent that the Company is eligible to use such form. Otherwise, such Shelf shall be on another appropriate form.

(b) Subsequent Shelf Registration. If any Shelf ceases to be effective under the Securities Act for any reason at any time while Registrable Securities are still outstanding, or if required pursuant to the terms of Section 2.05, the Company shall, subject to Section 3.04, use its commercially reasonable efforts to as promptly as is reasonably practicable cause such Shelf to again become effective under the Securities Act (including obtaining the prompt withdrawal of any order suspending the

effectiveness of such Shelf), and shall use its commercially reasonable efforts to as promptly as is reasonably practicable amend such Shelf in a manner reasonably expected to result in the withdrawal of any order suspending the effectiveness of such Shelf or file an additional registration statement as a Shelf Registration (a "Subsequent Shelf Registration") registering the resale of all Registrable Securities (determined as of two business days prior to such filing), and pursuant to any method or combination of methods legally available to, and requested by, any Holder named therein. If a Subsequent Shelf Registration is filed, the Company shall use its commercially reasonable efforts to (i) cause such Subsequent Shelf Registration to become effective under the Securities Act as promptly as is reasonably practicable after the filing thereof (it being agreed that the Subsequent Shelf Registration shall be an automatic shelf registration statement (as defined in Rule 405 promulgated under the Securities Act) if the Company is a well-known seasoned issuer (as defined in Rule 405 promulgated under the Securities Act) at the most recent applicable eligibility determination date) and (ii) keep such Subsequent Shelf Registration continuously effective, available for use and in compliance with the provisions of the Securities Act until such time as all Registrable Securities covered by the Shelf have either been distributed in the manner set forth and as contemplated in the Shelf or ceased to be Registrable Securities. Any such Subsequent Shelf Registration shall be on Form S-3 to the extent that the Company is eligible to use such form. Otherwise, such Subsequent Shelf Registration shall be on another appropriate form. As soon as practicable following the effective date of a Subsequent Shelf Registration filed pursuant to this Section 2.01(b), but in any event within two (2) business days of such date, the Company shall notify the Holders of the effectiveness of such Subsequent Shelf Registration. When deemed effective, a Subsequent Shelf Registration filed pursuant to this Section 2.01(b) (including the documents incorporated therein by reference) will comply as to form in all material respects with all applicable requirements of the Securities Act and the Exchange Act and will not contain a Misstatement.

Section 2.02 Underwritten Shelf Takedown.

(a) Subject to the provisions of Section 2.02(c) and Section 3.04 hereof, at any time and from time to time after the expiration of the Lock-up Period, a Demanding Holder may make a written demand to sell all or any portion of its Registrable Securities in an Underwritten Offering that is registered pursuant to a Shelf (each, an "Underwritten Shelf Takedown"); *provided*, in each case, that the Company shall only be obligated to effect an Underwritten Offering if such offering shall include Registrable Securities proposed to be sold by the Demanding Holder with a total offering price reasonably expected to exceed, in the aggregate, $20,000,000 (the "Minimum Takedown Threshold").

All requests for Underwritten Shelf Takedowns shall be made by giving written notice to the Company, which shall specify the approximate number of Registrable Securities proposed to be sold in the Underwritten Shelf Takedown and the expected price range (net of underwriting discounts and commissions) of such Underwritten Offering. Promptly (but in any event within ten (10) days) after receipt of a demand for an Underwritten Shelf Takedown, the Company shall give written notice of the Underwritten Shelf Takedown to all other Holders of Registrable Securities and, subject to the provisions of Section 2.02(b), shall include in such Underwritten Shelf Takedown all Registrable Securities with respect to which the Company has received written requests for inclusion therein within five (5) business days after sending such notice to Holders (each such Holder requesting to be included in such Underwritten Shelf Takedown, a "Requesting Holder").

In connection with any Underwritten Shelf Takedown contemplated by this Section 2.02, subject to Section 3.03 and Article IV, the underwriting agreement into which each Holder and the Company shall enter shall contain such representations, covenants, indemnities and other rights and obligations as are customary in underwritten offerings of securities by the Company. Notwithstanding any other provision of this Agreement to the contrary, (i) the Demanding Holders may collectively demand not more than three (3) Underwritten Shelf Takedowns in the aggregate pursuant to this Agreement, and

(ii) the Company shall not be obligated to participate in more than one (1) Underwritten Shelf Takedown pursuant to this Section 2.02(a) in any 12-month period.

(b) Reduction of Underwritten Offering. If the Managing Underwriter or Underwriters in an Underwritten Registration, in good faith, advises the Company, the Demanding Holders and the Requesting Holders (if any) in writing, in its or their opinion, that the dollar amount or number of Registrable Securities that the Demanding Holders and the Requesting Holders (if any) desire to sell, taken together with all other Common Stock or other equity securities that the Company desires to sell for its own account and the shares of Common Stock, if any, as to which a Registration has been requested pursuant to separate written contractual piggy-back registration rights held by any other stockholders of the Company, exceeds the maximum dollar amount or maximum number of equity securities that can be sold in the Underwritten Offering without adversely affecting the proposed offering price, the timing, the distribution method, or the probability of success of such offering (such maximum dollar amount or maximum number of such securities, as applicable, the "Maximum Number of Securities"), then the Company shall include in such Underwritten Offering, as follows: (i) first, the Registrable Securities of the Demanding Holders and the Requesting Holders (if any) (pro rata based on the respective number of Registrable Securities that each Demanding Holder and each Requesting Holder (if any) has requested be included in such Underwritten Registration and the aggregate number of Registrable Securities that the Demanding Holders and Requesting Holders have requested be included in such Underwritten Registration) that can be sold without exceeding the Maximum Number of Securities; (ii) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (i), shares of Common Stock or other equity securities that the Company is obligated to register in a Registration pursuant the Existing Registration Rights Agreement and that can be sold without exceeding the Maximum Number of Securities; (iii) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i) and (ii), shares of Common Stock or other equity securities that the Company desires to sell for its own account, which can be sold without exceeding the Maximum Number of Securities; and (iii) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (i), (ii) and (iii), shares of Common Stock or other equity securities of other persons or entities that the Company is obligated to register in a Registration pursuant to separate written contractual arrangements with such persons and that can be sold without exceeding the Maximum Number of Securities.

(c) Withdrawal. A Demanding Holder or a Requesting Holder shall have the right to withdraw all or a portion of its Registrable Securities included in an Underwritten Shelf Takedown pursuant to Section 2.02 for any or no reason whatsoever upon written notification to the Company and the Managing Underwriter or Underwriters of its intention to so withdraw (a "Withdrawal Notice") at any time prior to the filing of the applicable "red herring" prospectus or prospectus supplement used for marketing such Underwritten Shelf Takedown; *provided, however*, that if, upon withdrawal by the Demanding Holders of an amount of its Registrable Securities included in such Underwritten Shelf Takedown such that the Demanding Holders' Registrable Securities being offered in the Underwritten Shelf Takedown no longer exceeds the Minimum Takedown Threshold, then the Company shall cease all efforts to complete the Underwritten Offering. If withdrawn, such requested Underwritten Shelf Takedown shall constitute a demand for an Underwritten Shelf Takedown for purposes of Section 2.02 unless the Demanding Holders reimburse the Company for all Registration Expenses with respect to such Underwritten Shelf Takedown. Following the receipt of any Withdrawal Notice, the Company shall promptly forward such Withdrawal Notice to any other Holders that had elected to participate in such Underwritten Shelf Takedown. Notwithstanding anything to the contrary in this Agreement, the Company shall be responsible for the Registration Expenses incurred in connection with a Registration pursuant to an Underwritten Shelf Takedown prior to its and including its withdrawal under this Section 2.02(c), other than if the Demanding Holders elect to pay such Registration Expenses pursuant to the second sentence of this Section 2.02(c).

(d) Selection of Managing Underwriters. The Demanding Holders in an Underwritten Shelf Takedown shall have the right to select one co-Managing Underwriter in connection with such Underwritten Shelf Takedown, which co-Managing Underwriter shall be reasonably acceptable to the Company, and the Company shall have the right to select the other co-Managing Underwriter, if any, in connection with any such Underwritten Offering.

Section 2.03 Reserved.

Section 2.04 Piggyback Registration.

(a) Piggyback Rights. If the Company proposes to file a Registration Statement under the Securities Act with respect to an offering of Common Stock for its own account or for the account of stockholders of the Company (or by the Company and by the stockholders of the Company including, without limitation, pursuant to Article II hereof), other than a Registration Statement (or any registered offering with respect thereto) (i) filed in connection with any employee stock option or other benefit plan, (ii) for an exchange offer or offering of securities solely to the Company's existing stockholders or pursuant to a Registration Statement on Form S-4 (or similar form that relates to a transaction subject to Rule 145 under the Securities Act or any successor rule thereto), (iii) for an offering of debt that is convertible into equity securities of the Company, (iv) filed in connection with an "at-the-market" offering or (v) for a dividend reinvestment plan or a rights offering, then the Company shall give written notice of such proposed filing to all of the Holders of Registrable Securities as soon as practicable but not less than ten (10) days before the anticipated filing date of such Registration Statement, which notice shall (A) describe the amount and type of securities to be included in such offering, the intended method(s) of distribution, (including whether such registration will be pursuant to a shelf registration statement), and the proposed price and name of the proposed Managing Underwriter or Underwriters, if any, in such offering, and (B) offer to all of the Holders of Registrable Securities the opportunity to register the sale of such number of Registrable Securities as such Holders may request in writing within five (5) days after receipt of such written notice (such Registration a "Piggyback Registration"). The Company shall, in good faith, cause such Registrable Securities identified in a Holder's response notice described in the foregoing sentence to be included in such Piggyback Registration and shall use its commercially reasonable efforts to cause the Managing Underwriter or Underwriters of a proposed Underwritten Offering, if any, to permit the Registrable Securities requested by the Holders pursuant to this Section 2.04(a) to be included in a Piggyback Registration on the same terms and conditions as any similar securities of the Company or Company stockholder(s) for whose account such Registration Statement is to be filed included in such Registration and to permit the sale or other disposition of such Registrable Securities in accordance with the intended method(s) of distribution thereof. All such Holders proposing to distribute their Registrable Securities through an Underwritten Offering under this Section 2.04(a), subject to Section 3.03 and Article IV, shall enter into an underwriting agreement in customary form with the Underwriter(s) selected for such Underwritten Offering by the Company or the Holders as provided in Section 2.02(c).For purposes of this Section 2.04, the filing by the Company of an automatic shelf registration statement for offerings pursuant to Rule 415(a) that omits information with respect to any specific offering pursuant to Rule 430B shall not trigger any notification or participation rights hereunder until such time as the Company amends or supplements such Registration Statement to include information with respect to a specific offering of securities (and such amendment or supplement shall trigger the notice and participation rights provided for in this Section 2.04).

(b) Reduction of Piggyback Registration. If the Managing Underwriter or Underwriters in an Underwritten Registration that is to be a Piggyback Registration, in good faith, advises the Company and the Holders of Registrable Securities participating in the Piggyback Registration in writing that, in such Underwriter's or Underwriters' opinion, the dollar amount or number of shares of Common Stock that the Company desires to sell, taken together with (i) the shares of Common Stock, if any, as to which Registration has been demanded pursuant to separate written contractual arrangements with

persons or entities other than the Holders of Registrable Securities hereunder, (ii) the Registrable Securities as to which registration has been requested pursuant to Section 2.04 hereof, and (iii) the shares of Common Stock, if any, as to which Registration has been requested pursuant to separate written contractual piggy-back registration rights of other stockholders of the Company, exceeds the Maximum Number of Securities, then:

(i) If the Registration is undertaken for the Company's account, the Company shall include in any such Registration (A) first, shares of Common Stock or other equity securities that the Company desires to sell for its own account, which can be sold without exceeding the Maximum Number of Securities; (B) second, to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the shares of Common Stock, if any, as to which Registration has been requested pursuant to Section 2.04(a) of the Existing Registration Rights Agreement; (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to Section 2.04(a) hereof, pro rata based on the respective number of Registrable Securities that each Holder has requested be included in such Registration and the aggregate number of Registrable Securities that such Holders have requested be included in such Registration, which can be sold without exceeding the Maximum Number of Securities; and (D) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A), (B) and (C), shares of Common Stock, if any, as to which Registration has been requested pursuant to written contractual piggyback registration rights of other stockholders of the Company, which can be sold without exceeding the Maximum Number of Securities;

(ii) If the Registration is pursuant to a request by persons or entities other than the Holders of Registrable Securities, then the Company shall include in any such Registration (A) first, Common Stock or other equity securities, if any, of such requesting persons or entities, other than the Holders of Registrable Securities, which can be sold without exceeding the Maximum Number of Securities; (B) second, to extent that the requesting persons are not the holders of the Common Stock or other equity securities covered by the Existing Registration Rights Agreement and to the extent that the Maximum Number of Securities has not been reached under the foregoing clause (A), the Common Stock or other equity securities of holders exercising their rights to register their Common Stock or other equity securities pursuant to Section 2.04(a) of the Existing Registration Rights Agreement, which can be sold without exceeding the Maximum Number of Securities; (C) third, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A) and (B), the Registrable Securities of Holders exercising their rights to register their Registrable Securities pursuant to Section 2.04(a), pro rata based on the number of Registrable Securities that each Holder has requested be included in such Underwritten Registration and the aggregate number of Registrable Securities that the Holders have requested be included in such Underwritten Registration, which can be sold without exceeding the Maximum Number of Securities; (D) fourth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A), (B) and (C), Common Stock or other equity securities that the Company desires to sell for its own account, which can be sold without exceeding the Maximum Number of Securities; and (E) fifth, to the extent that the Maximum Number of Securities has not been reached under the foregoing clauses (A), (B), (C) and D, Common Stock or other equity securities for the account of other persons or entities that the Company is obligated to register pursuant to separate written contractual arrangements with such persons or entities, which can be sold without exceeding the Maximum Number of Securities.

(c) Piggyback Registration Withdrawal. Any Holder of Registrable Securities (other than a Demanding Holder, whose right to withdraw from an Underwritten Shelf Takedown, and related obligations, shall be governed by Section 2.02(c)) shall have the right to withdraw all or any portion

of its Registrable Securities in a Piggyback Registration for any or no reason whatsoever upon written notification to the Company and the Underwriter or Underwriters (if any) of his, her or its intention to withdraw such Registrable Securities from such Piggyback Registration prior to (a) in the case of a Piggyback Registration not involving an Underwritten Offering or Underwritten Shelf Takedown, the effectiveness of the applicable Registration Statement, or (b), in the case of any Piggyback Registration involving an Underwritten Offering or any Underwritten Shelf Takedown, prior to the filing of the applicable "red herring" prospectus or prospectus supplement used to market such Underwritten Offering or Underwritten Shelf Takedown. The Company (whether on its own good faith determination or as the result of a request for withdrawal by persons pursuant to separate written contractual obligations) may withdraw a Registration Statement filed with the Commission in connection with a Piggyback Registration at any time prior to the effectiveness of such Registration Statement. Notwithstanding anything to the contrary in this Agreement (other than Section 2.02(c)), the Company shall be responsible for the Registration Expenses incurred in connection with the Piggyback Registration prior to and including its withdrawal under this Section 2.04(c).

(d) Unlimited Piggyback Registration Rights. For purposes of clarity, any Registration effected pursuant to this Section 2.04 hereof shall not be counted as a Registration pursuant to an Underwritten Shelf Takedown effected under Section 2.02(a) hereof.

Section 2.05 Rule 415; Removal. If at any time the Commission takes the position that the offering of some or all of the Registrable Securities in a Form S-3 Shelf filed pursuant to this Article II is not eligible to be made on a delayed or continuous basis under the provisions of Rule 415 under the Securities Act (*provided, however*, that the Company shall be obligated to use diligent efforts to advocate with the Commission for the registration of all of the Registrable Securities in accordance with the Commission Guidance, including without limitation, Compliance and Disclosure Interpretation 612.09) or requires a Holder to be named as an "underwriter," the Company shall promptly notify each Holder of Registrable Securities thereof (or in the case of the Commission requiring a Holder to be named as an "underwriter," such Holder) and use commercially reasonable efforts to persuade the Commission that the offering contemplated by such Registration Statement is a valid secondary offering and not an offering "by or on behalf of the issuer" as defined in Rule 415. In the event that the Commission refuses to alter its position, the Company shall (a) remove from such Registration Statement such portion of the Registrable Securities (the "Removed Shares") and/or (b) agree to such restrictions and limitations on the registration and resale of the Registrable Securities as the Commission may require to assure the Company's compliance with the requirements of Rule 415; *provided, however*, that the Company shall not agree to name any Holder as an "underwriter" in such Registration Statement without the prior written consent of such Holder and, if the Commission requires such Holder to be named as an "underwriter" in such Registration Statement, notwithstanding any provision in this Agreement to the contrary, the Company shall not be under any obligation to include any Registrable Securities of such Holder in such Registration Statement. Notwithstanding any other provision of this Agreement, if any Commission Guidance sets forth a limitation on the number of Registrable Securities permitted to be registered on a particular Registration Statement in a secondary offering, unless otherwise directed in writing by a Holder as to its Registrable Securities, and unless any Commission Guidance requires otherwise, the number of Registrable Securities to be Registered on such Registration Statement shall be reduced on a pro rata basis based on the aggregate amount of Registrable Securities held by such Holders. In the event of a share removal of the Registrable Securities of the Holders pursuant to this Section 2.05, the Company shall promptly register the resale of any Removed Shares pursuant to Section 2.01(b) hereof and in no event shall the filing of such Shelf filed pursuant to the terms of Section 2.01(b) be counted as a demand of an Underwritten Shelf Takedown under Section 2.02.

ARTICLE III.

COMPANY PROCEDURES

Section 3.01 General Procedures. If at any time the Company is required to effect the Registration of Registrable Securities, the Company shall use its reasonable best efforts to effect such Registration to permit the sale of such Registrable Securities in accordance with the intended plan of distribution thereof, and pursuant thereto the Company shall, as expeditiously as possible:

(a) prepare and file with the Commission a Registration Statement with respect to such Registrable Securities, and any such amendments and supplements to the Registration Statement and the prospectus used in connection therewith as may be necessary to keep the Registration Statement effective until such time as all Registrable Securities covered by the Shelf have either been distributed in the manner set forth and as contemplated in the Registration Statement or ceased to be Registrable Securities and as may be necessary to comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities covered by the Registration Statement;

(b) prior to filing a Registration Statement or Prospectus, or any amendment or supplement thereto, furnish without charge to the Underwriters, if any, and the Holders of Registrable Securities included in such Registration, and such Holders' legal counsel, copies of such Registration Statement as proposed to be filed, each amendment and supplement to such Registration Statement (in each case including all exhibits thereto and documents incorporated by reference therein), the Prospectus included in such Registration Statement (including each preliminary Prospectus), and such other documents as the Underwriters and the Holders of Registrable Securities included in such Registration or the legal counsel for any such Holders may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such Holders; *provided*, that the Company will not have any obligation to provide any document pursuant to this clause that is available on the Commission's EDGAR system;

(c) if applicable, use its reasonable best efforts to (i) register or qualify the Registrable Securities covered by the Registration Statement under such securities or "blue sky" laws of such jurisdictions in the United States as the Holders of Registrable Securities included in such Registration Statement (in light of their intended plan of distribution) may reasonably request and to keep such registration or qualification in effect for so long as such Registration Statement remains in effect and (ii) take such action necessary to cause such Registrable Securities covered by the Registration Statement to be registered with or approved by such other governmental authorities as may be necessary by virtue of the business and operations of the Company or otherwise and do any and all other acts and things that may be necessary or advisable, in each case, to enable the Holders of Registrable Securities included in such Registration Statement to consummate the disposition of such Registrable Securities in such jurisdictions; *provided*, *however*, that the Company shall not be required to qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify or take any action to which it would be subject to general service of process or taxation in any such jurisdiction where it is not then otherwise so subject;

(d) use its reasonable best efforts to cause all such Registrable Securities to be listed on each securities exchange or automated quotation system on which similar securities issued by the Company are then listed;

(e) provide a transfer agent and registrar for all such Registrable Securities no later than the effective date of such Registration Statement;

(f) promptly furnish to each seller of Registrable Securities covered by such Registration Statement such number of conformed copies of such Registration Statement and of each such amendment and supplement thereto (in each case including all exhibits), such number of copies of the Prospectus contained in such Registration Statement (including each preliminary Prospectus and any

summary Prospectus) and any other Prospectus filed under Rule 424 under the Securities Act, in conformity with the requirements of the Securities Act, and such other documents as such seller may reasonably request;

(g) advise each seller of such Registrable Securities, promptly after it shall receive notice thereof, of any request by the Commission that the Company amend or supplement such Registration Statement or Prospectus or of the issuance of any stop order by the Commission suspending the effectiveness of such Registration Statement or Prospectus or the initiation of any proceeding for such purpose and promptly use its reasonable best efforts to amend or supplement such Registration Statement or Prospectus or prevent the issuance of any stop order or to obtain its withdrawal if such stop order should be issued, as applicable;

(h) notify each Holder of Registrable Securities covered by such Registration Statement, promptly after the Company receives notice thereof, of the time when such Registration Statement has been declared effective or a supplement to any Prospectus forming a part of such Registration Statement has been filed;

(i) at least five (5) business days prior to the filing of any Registration Statement or Prospectus or any amendment or supplement to such Registration Statement or Prospectus, furnish a copy thereof to each Holder who is listed as a selling stockholder of such Registrable Securities in the Registration Statement and one counsel on behalf of such Holders;

(j) notify the Holders at any time when a Prospectus relating to such Registration Statement is required to be delivered under the Securities Act, of the happening of any event as a result of which the Prospectus included in such Registration Statement, as then in effect, includes a Misstatement, and then to correct such Misstatement as set forth in Section 3.04 hereof;

(k) make available to one counsel to the Managing Underwriter and selling Holders access to such information and the Company personnel as is reasonable and customary to enable such parties to establish a due diligence defense under the Securities Act; provided that the Company need not disclose any information to any such counsel unless and until such representative has entered into a confidentiality agreement with the Company;

(l) in the event of an Underwritten Offering, obtain a “cold comfort” letter (including a bring-down letter dated as of the date the Registrable Securities are delivered for sale pursuant to such Registration) from the Company’s independent registered public accountants, in customary form and covering such matters of the type customarily covered by “cold comfort” letters as the Managing Underwriter may reasonably request;

(m) in the event of an Underwritten Offering, on the date the Registrable Securities are delivered for sale pursuant to such Registration, obtain an opinion and negative assurance letter, dated such date, of counsel representing the Company for the purposes of such Registration, addressed to the Holders and the Underwriters in customary form and covering such legal matters as are customarily included in such opinions and negative assurance letters;

(n) in the event of an Underwritten Offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the Managing Underwriter of such Underwritten Offering;

(o) otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the Commission, and to make available to its security holders, within the required time period, an earnings statement covering the period of at least twelve (12) months beginning with the first day of the Company’s first full calendar quarter after the effective date of the Registration

Statement which satisfies the provisions of Section 11(a) of the Securities Act and the rules and regulations thereunder, including Rule 158 thereunder (or any successor rule promulgated thereafter by the Commission);

(p) use its reasonable best efforts to make available senior executives of the Company to participate in customary "road show" presentations that may be reasonably requested by the Managing Underwriter in any Underwritten Offering; and

(q) take all such other commercially reasonable actions as are necessary or advisable in order to expedite or facilitate the disposition of such Registrable Securities in accordance with the terms hereof.

Section 3.02 Registration Expenses. The Registration Expenses of all Registrations shall be borne by the Company. It is acknowledged by the Holders that the Holders shall bear all incremental selling expenses relating to the sale of Registrable Securities, such as Underwriters' commissions and discounts, brokerage fees, and, other than as set forth in the definition of "Registration Expenses," all fees and expenses of any legal counsel representing the Holders.

Section 3.03 Requirements of Holders. (a) Cooperation by Holders. The Company shall have no obligation to include Registrable Securities of a Holder in any Registration Statement or Underwritten Offering if such Holder has failed to timely furnish such information as the Company may, from time to time, request in writing regarding such Holder and the distribution of such Registrable Securities that the Company determines, after consultation with counsel, is reasonably required in order for any registration statement or prospectus supplement, as applicable, to comply with the Securities Act.

(b) Requirements for Participation in Underwritten Offerings. No person may participate in any Underwritten Offering for equity securities of the Company pursuant to a Registration initiated by the Company hereunder unless such person (a) agrees to sell such person's securities on the basis provided in any underwriting arrangements approved by the Company and (b) completes and executes all customary questionnaires, powers of attorney, indemnities, lock-up agreements, underwriting agreements and other customary documents as may be reasonably required under the terms of such underwriting arrangements.

Section 3.04 Suspension of Sales; Adverse Disclosure. Upon receipt of written notice from the Company that a Registration Statement or Prospectus contains a Misstatement, each of the Holders shall forthwith discontinue disposition of Registrable Securities until he, she or it has received copies of a supplemented or amended Prospectus correcting the Misstatement (it being understood that the Company hereby covenants to prepare and file such supplement or amendment as soon as practicable after the time of such notice), or until he, she or it is advised in writing by the Company that the use of the Prospectus may be resumed. If the filing, initial effectiveness or continued use of a Registration Statement in respect of any Registration at any time would require the Company to make an Adverse Disclosure or would require the inclusion in such Registration Statement of financial statements that are unavailable to the Company for reasons beyond the Company's control, the Company may, upon giving prompt written notice of such action to the Holders, delay the filing or initial effectiveness of, or suspend use of, such Registration Statement for the shortest period of time, but in no event more than sixty (60) consecutive days, determined in good faith by the Company to be necessary for such purpose. In the event the Company exercises its rights under the preceding sentence, the Holders agree to suspend, immediately upon their receipt of the notice referred to above, their use of the Prospectus relating to any Registration in connection with any sale or offer to sell Registrable Securities. The Company shall immediately notify the Holders of the expiration of any period during which it exercised its rights under this Section 3.04.

Section 3.05 Covenants of the Company.

(a) Rule 144. With a view to making available the benefits of certain rules and regulations of the Commission that may permit the resale of the Registrable Securities without registration, at all times at which the Company has securities registered pursuant to Section 12 of the Exchange Act, the Company agrees to use its reasonable best efforts to:

(i) Make and keep public information regarding the Company available, as those terms are understood and defined in Rule 144 under the Securities Act, at all time from and after the date hereof; and

(ii) File with the Commission in a timely manner timely (or obtain extensions in respect thereof and file within the applicable grace period) all reports and other documents required of the Company under the Securities Act and the Exchange Act at all times from and after the date hereof.

(b) Assistance with Transfers. The Company further covenants that it shall use commercially reasonable efforts to cooperate with such Holder and take such further action as any Holder may reasonably request, all to the extent required from time to time to enable such Holder to sell shares of Common Stock held by such Holder without registration under the Securities Act within the limitation of the exemptions provided by Rule 144 promulgated under the Securities Act (or any successor rule promulgated thereafter by the Commission), including providing legal opinions to the transfer agent, registrar or depositary as are customary for the transaction of this type and are reasonably requested by the same and taking or causing to be taken such other actions as are reasonably necessary to cause any legends, notations, or similar designations restricting transferability of the Registrable Securities held by such Holder to be removed and to rescind any transfer restrictions with respect to such Registrable Securities; provided, however, that such Holder shall deliver to the Company, in form and substance reasonably satisfactory to the Company, representation letters regarding any necessary or appropriate factual matters and regarding such Holder's compliance with such rules and regulations, as may be applicable.

ARTICLE IV.
INDEMNIFICATION AND CONTRIBUTION

Section 4.01 Indemnification.

(a) The Company agrees to indemnify, to the extent permitted by law, each Holder of Registrable Securities, its officers and directors and each person who controls such Holder (within the meaning of the Securities Act) against all losses, claims, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) caused by any untrue or alleged untrue statement of material fact contained in any Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as the same are caused by or contained in any information furnished in writing to the Company by such Holder expressly for use therein. The Company shall indemnify the Underwriters, their officers and directors and each person who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to the indemnification of the Holder.

(b) In connection with any Registration Statement in which a Holder of Registrable Securities is participating, such Holder shall furnish to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such Registration Statement or

Prospectus and, to the extent permitted by law, shall indemnify the Company, its directors and officers and agents and each person who controls the Company (within the meaning of the Securities Act) against any losses, claims, damages, liabilities and expenses (including without limitation reasonable attorneys' fees) resulting from any untrue statement of material fact contained in the Registration Statement, Prospectus or preliminary Prospectus or any amendment thereof or supplement thereto or any omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or omission is contained in any information or affidavit so furnished in writing by such Holder expressly for use therein. The Holders of Registrable Securities shall indemnify the Underwriters, their officers, directors and each person who controls such Underwriters (within the meaning of the Securities Act) to the same extent as provided in the foregoing with respect to indemnification of the Company. For the avoidance of doubt, the obligation to indemnify under this Section 4.01(b) shall be several, not joint and several, among the Holders of Registrable Securities, and the total indemnification liability of a Holder under this Section 4.01(b) shall be in proportion to and limited to the net proceeds received by such Holder from the sale of Registrable Securities pursuant to such Registration Statement.

(c) Any person entitled to indemnification herein shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (provided that the failure to give prompt notice shall not impair any person's right to indemnification hereunder to the extent such failure has not materially prejudiced the indemnifying party) and (ii) unless, in the reasonable opinion of counsel to such indemnified party, a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party. If such defense is assumed, the indemnifying party shall not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent shall not be unreasonably withheld). An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim shall not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless, in the reasonable opinion of counsel to any indemnified party, a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim. No indemnifying party shall, without the consent of the indemnified party, consent to the entry of any judgment or enter into any settlement which cannot be settled in all respects by the payment of money (and such money is so paid by the indemnifying party pursuant to the terms of such settlement) or which settlement does not include as an unconditional term thereof the giving by the claimant or plaintiff to such indemnified party of a release from all liability in respect to such claim or litigation.

(d) The indemnification provided for under this Agreement shall remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director or controlling person of such indemnified party and shall survive the transfer of securities.

(e) If the indemnification provided under Section 4.01 hereof from the indemnifying party is unavailable or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities and expenses referred to herein, then the indemnifying party, in lieu of indemnifying the indemnified party, shall contribute to the amount paid or payable by the indemnified party as a result of such losses, claims, damages, liabilities and expenses in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations. The relative fault of the indemnifying party and indemnified party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact, was made by, or relates to information supplied by, such indemnifying party or indemnified party, and the indemnifying party's and indemnified party's relative intent, knowledge, access to information and opportunity to correct or prevent such action; *provided*, *however*, that the liability of any Holder under this (e) shall be limited to the amount

of the net proceeds received by such Holder in such offering giving rise to such liability. The amount paid or payable by a party as a result of the losses or other liabilities referred to above shall be deemed to include, subject to the limitations set forth in Section 4.01(a), Section 4.01(b) and Section 4.01(c) above, any legal or other fees, charges or expenses reasonably incurred by such party in connection with any investigation or proceeding. The parties hereto agree that it would not be just and equitable if contribution pursuant to this (e) were determined by pro rata allocation or by any other method of allocation, which does not take account of the equitable considerations referred to in this (e). No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution pursuant to this (e) from any person who was not guilty of such fraudulent misrepresentation.

ARTICLE V.
MISCELLANEOUS

Section 5.01 Notices. Any notice or communication under this Agreement must be in writing and given by (a) deposit in the United States mail, addressed to the party to be notified, postage prepaid and registered or certified with return receipt requested, (b) delivery in person or by courier service providing evidence of delivery, or (c) transmission by hand delivery, electronic mail, telecopy, telegram or facsimile. Each notice or communication that is mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent, and received, in the case of mailed notices, on the third business day following the date on which it is mailed and, in the case of notices delivered by courier service, hand delivery, electronic mail, telecopy, telegram or facsimile, at such time as it is delivered to the addressee (with the delivery receipt or the affidavit of messenger) or at such time as delivery is refused by the addressee upon presentation. Any notice or communication under this Agreement must be addressed, if to the Company, to: 2101 Park Center Drive, Suite 200, Orlando, Florida 32835, Attention: Jay Jackson, CEO, with a copy to the Chief Counsel of the Company, and, if to any Holder, at such Holder's address or facsimile number as set forth in the Company's books and records. Any party may change its address for notice at any time and from time to time by written notice to the other parties hereto, and such change of address shall become effective thirty (30) days after delivery of such notice as provided in this Section 5.01.

Section 5.02 Assignment; No Third Party Beneficiaries.

(a) This Agreement and the rights, duties and obligations of the Company hereunder may not be assigned or delegated by the Company in whole or in part.

(b) Prior to the expiration of the Lock-up Period no Holder may assign or delegate such Holder's rights, duties or obligations under this Agreement, in whole or in part, except in connection with a transfer of Registrable Securities by such Holder to a Permitted Transferee.

(c) This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of each of the parties and its successors and the permitted assigns of the Holders, which shall include Permitted Transferees.

(d) This Agreement shall not confer any rights or benefits on any persons that are not parties hereto, other than as expressly set forth in this Agreement and Section 5.02 hereof.

(e) No assignment by any party hereto of such party's rights, duties and obligations hereunder shall be binding upon or obligate the Company unless and until the Company shall have received (i) written notice of such assignment as provided in Section 5.01 hereof and the Company shall have provided its written consent to such assignment, which consent shall not be unreasonably withheld, and (ii) the written agreement of the assignee, in a form reasonably satisfactory to the Company, to be

bound by the terms and provisions of this Agreement (which may be accomplished by an addendum or certificate of joinder to this Agreement). Any transfer or assignment made other than as provided in this Section 5.02 shall be null and void.

Section 5.03 Counterparts. This Agreement may be executed in multiple counterparts (including facsimile or PDF counterparts), each of which shall be deemed an original, and all of which together shall constitute the same instrument, but only one of which need be produced.

Section 5.04 Governing Law; Venue. NOTWITHSTANDING THE PLACE WHERE THIS AGREEMENT MAY BE EXECUTED BY ANY OF THE PARTIES HERETO, THE PARTIES EXPRESSLY AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE OF NEW YORK AS APPLIED TO AGREEMENTS AMONG NEW YORK RESIDENTS ENTERED INTO AND TO BE PERFORMED ENTIRELY WITHIN NEW YORK, WITHOUT REGARD TO THE CONFLICT OF LAW PROVISIONS OF SUCH JURISDICTION AND THE VENUE FOR ANY ACTION TAKEN WITH RESPECT TO THE AGREEMENT SHALL BE ANY STATE OR FEDERAL COURT IN NEW YORK COUNTY IN THE STATE OF NEW YORK AND THE PARTIES HERETO CONSENT TO AND AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS. EACH OF THE PARTIES HERETO HEREBY WAIVES AND AGREES NOT TO ASSERT IN ANY SUCH DISPUTE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM THAT (I) SUCH PARTY IS NOT PERSONALLY SUBJECT TO THE JURISDICTION OF SUCH COURTS, (II) SUCH PARTY AND SUCH PARTY'S PROPERTY IS IMMUNE FROM ANY LEGAL PROCESS ISSUED BY SUCH COURTS OR (III) ANY LITIGATION OR OTHER PROCEEDING COMMENCED IN SUCH COURTS IS BROUGHT IN AN INCONVENIENT FORUM. THE PARTIES HEREBY AGREE THAT MAILING OF PROCESS OR OTHER PAPERS IN CONNECTION WITH ANY SUCH ACTION OR PROCEEDING IN THE MANNER PROVIDED IN SECTION 5.01, OR IN SUCH OTHER MANNER AS MAY BE PERMITTED BY LAW, SHALL BE VALID AND SUFFICIENT SERVICE THEREOF AND HEREBY WAIVE ANY OBJECTIONS TO SERVICE ACCOMPLISHED IN THE MANNER HEREIN PROVIDED. NOTWITHSTANDING THE FOREGOING, A FINAL JUDGMENT IN ANY SUCH ACTION MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND, THEREFORE, EACH SUCH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY ACTION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

Section 5.05 Amendments and Modifications. Upon the written consent of the Company, each Demanding Holder and the Holders of at least a majority-in-interest of the Registrable Securities at the time in question, compliance with any of the provisions, covenants and conditions set forth in this Agreement may be waived, or any of such provisions, covenants or conditions may be amended or modified; *provided*, *however*, that notwithstanding the foregoing, any amendment hereto or waiver hereof that adversely affects one Holder, solely in his, her or its capacity as a holder of the shares of capital stock of the Company, in a manner that is materially different from the other Holders (in such capacity) shall require the consent of the Holder so affected. No course of dealing between any Holder or the Company and any other party hereto or any failure or delay on the part of a Holder or the Company in exercising any rights or remedies under this Agreement shall operate as a waiver of any

rights or remedies of any Holder or the Company. No single or partial exercise of any rights or remedies under this Agreement by a party shall operate as a waiver or preclude the exercise of any other rights or remedies hereunder or thereunder by such party.

Section 5.06 Other Registration Rights. The Company represents and warrants that except as set forth in the Existing Registration Rights Agreement and except for the Notes Registration Rights Agreement being executed simultaneously herewith, no person, other than a Holder of Registrable Securities, has any right to require the Company to register any securities of the Company for sale or to include such securities of the Company in any Registration filed by the Company for the sale of securities for its own account or for the account of any other person. Further, the Company represents and warrants that this Agreement supersedes any other registration rights agreement or agreement with similar terms and conditions among the parties hereto with respect to the Registrable Securities and in the event of a conflict between any such agreement or agreements and this Agreement with respect to such securities, the terms of this Agreement shall prevail.

Section 5.07 Term. This Agreement shall terminate as to any Holder upon the earlier of (a) the tenth anniversary of the date of this Agreement and (b) the date such Holder no longer owns any shares of Common Stock that constitute Registrable Securities. The provisions of Section 3.05 and Article IV shall survive any termination.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed as of the date first written above.

COMPANY:

ABACUS LIFE, INC.

By: /s/ Jay Jackson

Name: Jay Jackson

Title: Chief Executive Officer

HOLDER:

**PILLO PORTSMOUTH
HOLDING COMPANY, LLC**

/s/ Jose Garcia

Name: Jose Garcia

Title: Sole Member

HOLDER:

TIMMO HENK MOL

/s/ Timmo Henk Mol

HOLDER:

VICTOR JOHANNES
MAARTEN HEGGELMAN

/s/ Victor Johannes Maarten Heggelman

HOLDER:
CMC VEHICLE, LLC

/s/ Zachary Marans

Name: Zachary Marans

Title: Managing Member

HOLDER:
XAVIER DEU PUJAL

/s/ Xavier Deu Pujal

HOLDER:

CHRISTOPHER SHAWN WINTERS

/s/ Christopher Shawn Winters

HOLDER:
WARD H KERR

/s/ Ward H Kerr

HOLDER:
DIDIER MORIN

/s/ Didier Morin

HOLDER:
GDL VEHICLE, LLC

/s/ Zachary Marans

Name: Zachary Marans

Title: Managing Member

HOLDER:

CARLISLE ACQUISITION VEHICLE, LLC

/s/ David Griswold

Name: David Griswold

Title: Chief Legal Officer and Secretary

HOLDER:
MANORHAVEN CAPITAL, LLC

/s/ Zachary Marans

Name: Zachary Marans

Title: Chief Executive Officer

Abacus Life Completes Acquisition of Carlisle Management Company S.C.A.

ORLANDO, Fla., December 2, 2024 (GLOBE NEWSWIRE) -- Abacus Life, Inc. (“Abacus” or the “Company”) (NASDAQ: ABL), a pioneering global alternative asset manager specializing in leveraging longevity data and actuarial technology to offer uncorrelated investment opportunities, today announced it has completed the acquisition of Carlisle Management Company S.C.A. (“Carlisle”), a leading Luxembourg-based investment fund manager in the life settlement space with over U.S. $2 billion in assets under management. The Carlisle acquisition marks a key milestone in Abacus's stated strategy to drive long-term growth and diversify its value proposition through expanded global alternative asset-management offerings.

With the completion of this transaction, Jose Garcia, CEO of Carlisle, joins the Abacus Life Executive Leadership Team.

“We are honored to welcome Jose and the amazing Carlisle team to the Abacus family and to have accomplished our stated objective of completing the acquisition before the end of the fourth quarter,” said Abacus Life Chairman and CEO Jay Jackson. “Carlisle adds approximately $2.0 billion to our ABL Wealth division, and its investors are now able to fully access Abacus Life’s uncorrelated, high-returning asset class of insurance products.”

“On behalf of myself and everyone on the Carlisle team, thank you to Jay Jackson, Elena Plesco, the Abacus Life Board members, and everyone on the Abacus team,” said Jose Garcia, Carlisle CEO. “We look forward to working closely together and realizing the full potential of the tremendous opportunities and synergies that lie ahead.”

About Abacus

Abacus is a pioneering global alternative asset manager and market maker specializing in uncorrelated financial products. The company leverages its proprietary, cutting-edge longevity data and actuarial technology to purchase life insurance policies from consumers seeking liquidity. This creates a high-return asset class uncorrelated to market fluctuations for institutional investors.

With nearly $3 billion in assets under management, including recently-completed acquisitions, Abacus is the only publicly traded global alternative asset manager focused on lifespan-based financial products.

Abacus is expanding its leading expertise in longevity and lifespan into new growth areas:

- ABL Wealth - Leverages decades of data and proprietary algorithms to offer longevity-based wealth management platforms that enable financial advisors to create customized plans and provide access to uncorrelated investments.

- ABL Tech - A groundbreaking technology service that delivers advanced real-time data tracking and analysis for pension funds, governments, insurance companies, retirement associations, and more.

Through each new channel, Abacus is revolutionizing the future of asset management and financial planning, centered on longevity and lifespan.

www.Abacuslife.com

About Carlisle Management Company S.C.A.

Established in 2008, Carlisle is a leading, highly diversified global investment management firm. Carlisle is licensed as an Alternative Investment Fund Manager under the supervision of the CSSF in Luxembourg, the second largest domicile for investment funds in the world.

The Carlisle team is at the forefront of the life settlement industry, establishing a new standard for transparent transactions, maintaining integrity, and creating exceptional opportunities for life settlement investors and policyholders. Carlisle's state-of-the-art facilities and statistical modelling systems incorporate knowledge gained from over 60 years of combined investment experience within the alternative assets sector.

Supervised by the Luxembourg regulator and overseen by reputable audit firms at both management company and fund levels. Carlisle's management focuses solely on maximizing investor returns, risk management and transparency in investor reporting within a regulated framework.

https://cmclux.com

Contacts:

Investor Relations

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