
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 13D

**Under the Securities Exchange Act of 1934
(Amendment No. 1)**

Abacus Life, Inc.
(Name of Issuer)

Common Stock, par value \$0.0001 per share
(Title of Class of Securities)

00258Y104
(CUSIP Number)

Sean McNealy
c/o Abacus Life, Inc.
2101 Park Center Drive, Suite 170
Orlando, Florida 32835
(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

October 13, 2023
(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

(Continued on following pages)

1	Name of Reporting Persons	
	Sean McNealy	
2	Check the Appropriate Box if a Member of a Group (a) <input type="checkbox"/> (b) <input type="checkbox"/>	
3	SEC Use Only	
4	Source of Funds	
	OO	
5	Check if Disclosure of Legal Proceedings Is Required Pursuant to Item 2(d) or 2(e)	
	<input type="checkbox"/>	
6	Citizenship or Place of Organization	
	United States of America	
Number of Shares Beneficially Owned by Each Reporting Person With	7	Sole Voting Power
		12,593,250
	8	Shared Voting Power
		0
	9	Sole Dispositive Power
		12,593,250
	10	Shared Dispositive Power
		0
11	Aggregate Amount Beneficially Owned by Each Reporting Person	
	12,593,250	
12	Check if the Aggregate Amount in Row (11) Excludes Certain Shares	
	<input type="checkbox"/>	
13	Percent of Class Represented by Amount in Row (11)	
	20.0%	
14	Type of Reporting Person	
	IN	

Item 1. Security and Issuer

This statement relates to the common stock, par value \$0.0001 per share (the “Common Stock”), of Abacus Life, Inc., a Delaware corporation (the “Issuer”). The Issuer’s principal executive offices are located at 2101 Park Center Drive, Suite 170, Orlando, Florida 32835.

Item 2. Identity and Background

- (a) This statement is filed by Sean McNealy (the “Filer”).
- (b) The business address for the Filer is c/o Abacus Life, Inc., 2101 Park Center Drive, Suite 170, Orlando, Florida 32835
- (c) Sean McNealy is a Director, President and Co-Founder of the Issuer. The business address for the Issuer is 12101 Park Center Drive, Suite 170, Orlando, Florida 32835.
- (d) The Filer has not during the last five years been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).
- (e) The Filer has not during the last five years been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violations with respect to such laws.
- (f) The Filer is citizen of the United States of America.

Item 3. Source and Amount of Funds or Other Consideration

The shares of Common Stock described herein were acquired at the closing of the business combination pursuant to the Agreement and Plan of Merger, as amended (the “Merger Agreement”), as described in the Issuer’s definitive proxy statement on Schedule 14A filed with the Securities and Exchange Commission on June 5, 2023, as supplemented, the reporting person received Common Stock of the Issuer as consideration for the common units of Longevity Market Assets, LLC and Abacus Settlements, LLC. On October 13, 2023, a transfer of 700,500 shares of Common Stock was made by the Reporting Person to East Sponsor, LLC to reflect the intended allocation of shares of Common Stock among the parties to the Merger Agreement.

Item 4. Purpose of Transaction.

Item 4 of Schedule 13D is hereby amended by adding the following:

On October 13, 2023, a transfer of 700,500 shares of Common Stock was made by the Reporting Person to East Sponsor, LLC to reflect the intended allocation of shares of Common Stock among the parties to the Merger Agreement, thereby reducing Reporting Person's stated beneficial ownership from 13,293,750 to 12,593,250 shares of Common Stock.

Item 5. Interest in Securities of the Issuer.

Item 5 of the Schedule 13D is hereby amended by adding the following:

- (a) As of the date hereof, Reporting Person beneficially owns 12,593,250 shares of Common Stock, which represents 20.0% of the Issuer's 62,961,688 outstanding shares of Common Stock as of the date hereof.
- (b) Reporting Person beneficially owns 12,593,250 shares of Common Stock.
- (c) On June 30, 2023, at the closing of the business combination pursuant to the Agreement and Plan of Merger, as amended (the "Merger Agreement"), as described in the Issuer's definitive proxy statement on Schedule 14A filed with the Securities and Exchange Commission on June 5, 2023, as supplemented, the Reporting Person received Common Stock of the Issuer as consideration for the common units of Longevity Market Assets, LLC and Abacus Settlements, LLC. On October 13, 2023, a transfer of 700,500 shares of Common Stock was made by the Reporting Person to East Sponsor, LLC to reflect the intended allocation of shares of Common Stock among the parties to the Merger Agreement, thereby reducing Reporting Person's stated beneficial ownership from 13,293,750 to 12,593,250 of Common Stock.
- (d) Not applicable.
- (e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer.

None.

Item 7. Material to be Filed as Exhibits.

Exhibit B Transfer Agreement between Jay Jackson, Todd Sean McNealy, Kevin Scott Kirby, Matthew A. Ganovsky, and East Sponsor, LLC dated October 13, 2023.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

October 20, 2023

By: /s/ Sean McNealy

Name: Sean McNealy

TRANSFER AGREEMENT

This Transfer Agreement made this 13th day of October, 2023, between Jay Jackson, Todd Sean McNealy, Kevin Scott Kirby, and Matthew A. Ganovsky (each a “Transferor” and together the Transferors) and East Sponsor, LLC, a limited liability company existing under the laws of the State of Delaware (“Transferee” and together with the Transferors, each a “Party” and collectively the “Parties”).

RECITALS

WHEREAS, each Transferor is the record owner of 13,293,750 shares of Abacus Life, Inc. (the “Company”); and

WHEREAS, each Transferor received his shares in the Company as a result of the closing of the transactions contemplated by the Agreement and Plan of Merger, dated as of August 30, 2022, as amended on October 14, 2022 and April 20, 2023, by and among the Company (formerly known as East Resources Acquisition Company), LMA Merger Sub, LLC, a Delaware limited liability company and wholly owned subsidiary of the Company, Abacus Merger Sub, LLC, a Delaware limited liability company and wholly owned subsidiary of the Company, Longevity Market Assets, LLC, a Florida limited liability company, and Abacus Settlements, LLC, a Florida limited liability company (the “Merger Agreement”); and

WHEREAS, each Transferor and the Transferee agree that the ultimate allocation of shares under the Merger Agreement did not conform to the intended allocation agreed on between the parties to the Merger Agreement; and

WHEREAS, each Transferor is willing to transfer to Transferee 700,500 shares of common stock of the Company (“Transfer Shares”) in order to reflect the intended allocation of shares following the closing of the transactions contemplated by the Merger Agreement; and

WHEREAS, the independent directors of the Company have considered and duly approved the proposed transfer of the Transfer Shares as contemplated herein.

IT IS THEREFORE AGREED:

1. Transferor’s Representations and Warranties. Each Transferor, severally and not jointly, represents and warrants to the Transferee as follows:

- a) Title to Transfer Shares. The Transferor is the owner, free and clear of any encumbrances of the Transfer Shares owned by him and is not subject to any chattel mortgage, pledge, lien, encumbrance, security interest or charge.

b) Authority. The Transferor has the power and authority to execute, deliver and perform this Agreement. This Agreement is the legal, valid and binding obligation of the Transferor enforceable in accordance with its terms.

2. Transfer. In exchange for the mutual understandings reflected herein, each Transferor hereby sells, transfers, assigns, conveys and delivers to Transferee, and Transferee hereby accepts from the Transferor, free and clear of all encumbrances, the Transfer Shares owned by him.

3. Covenant of Further Assurances. The Parties covenant and agree that, from and after the execution and delivery of this Agreement, they shall, from time to time, execute, deliver and file any and all documents and instruments as are reasonably necessary or requested by the other Party to implement the terms of this Agreement.

4. Entire Agreement. This Agreement represents the final agreement between the Parties with respect to its subject matter, and may not be contradicted by evidence of prior or contemporaneous oral agreements among the parties. There are no oral agreements between the Parties with respect to the subject matter of this Agreement.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Delaware applicable to contracts made and to be performed within such state without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

* * *

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

TRANSFERORS:

/s/ Jay Jackson
Jay Jackson

/s/ Todd Sean McNealy
Todd Sean McNealy

/s/ Matthew A. Ganovsky
Matthew A. Ganovsky

/s/ Kevin Scott Kirby
Kevin Scott Kirby

TRANSFeree:

EAST SPONSOR, LLC

/s/ John P. Sieminski
By: John P. Sieminski
Its: Secretary