

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 28, 2023

Abacus Life, Inc.

(Exact name of registrant as specified in its charter)

Delaware  
(State or other jurisdiction of incorporation  
or organization)

001-39403  
(Commission  
File Number)

85-1210472  
(I.R.S. Employer  
Identification Number)

2101 Park Center Drive, Suite 170  
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 Stock 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 Stock Market LLC
Abacus Life, Inc. 9.875% Fixed Rate Senior Notes due 2028	ABLLL	The NASDAQ Stock 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.**

On December 28, 2023, Abacus Life, Inc. (the “Company”) entered into the following agreements, each dated as of December 20, 2023:

- Amendment No. 1 to the Sponsor Support Agreement, dated August 30, 2022, by and among the Company, Longevity Market Assets, LLC (“LMA”), Abacus Settlements, LLC (“Abacus Settlements”) and East Sponsor, LLC (“East”), originally filed as Exhibit 10.1 to the Company’s Current Report on Form 8-K (the “Form 8-K”) filed with the Securities Exchange Commission on August 30, 2022 (the “Sponsor Support Agreement Amendment”);
- Amendment No. 1 to the Company Support Agreement, dated August 30, 2022, by and among the Company, LMA, Abacus Settlements, T. Sean McNealy, K. Scott Kirby, Matthew A. Ganovsky and Jay Jackson, originally filed as Exhibit 10.2 to the Form 8-K (the “Company Support Agreement Amendment”); and
- Letter Agreement among the Company, East and Lifebridge Holdings, LLC (the “Private Warrant Standstill Agreement”).

The Sponsor Support Agreement and the Company Support Agreement reflect the original intent of the parties thereto that the lock up relating to 15% of the Company’s common stock, par value \$0.0001 per share (“Common Stock”) held by the parties shall expire on the 12-month anniversary of the closing date of the Company’s business combination, which would fall on June 30, 2024. The remaining 85% of the Company’s Common Stock held by the parties will remain subject to the lock up through the 24-month anniversary of the closing of the Company’s business combination, which would fall on June 30, 2025.

The Private Warrant Standstill Agreement restricts East and Lifebridge Holdings, LLC (i) from exercising certain Company warrants held by them during the term of the Company’s stock repurchase program announced on December 11, 2023 and (ii) from transferring such warrants without the consent of the Company.

The foregoing descriptions of the Sponsor Support Amendment, the Company Support Amendment and the Private Warrant Standstill Agreement are not complete and are qualified in their entirety by reference to the complete text of each agreement, copies of which are filed as Exhibit 10.1, Exhibit 10.2 and Exhibit 10.3 hereto and incorporated herein by reference.

**Item 9.01. Financial Statement and Exhibits.**

(d) Exhibits.

<b>Exhibit Number</b>	<b>Exhibit Description</b>
<a href="#">10.1</a>	Amendment No. 1 to the Sponsor Support Agreement, dated as of December 20, 2023, by and among Abacus Life, Inc., Longevity Market Assets, LLC, Abacus Settlements, LLC and East Sponsor, LLC
<a href="#">10.2</a>	Amendment No. 1 to the Company Support Agreement, dated as of December 20, 2023, by and among Abacus Life, Inc., Longevity Market Assets, LLC, Abacus Settlements, LLC, T. Sean McNealy, K. Scott Kirby, Matthew A
<a href="#">10.3</a>	Letter Agreement, dated as of December 20, 2023, among the Company, East Sponsor, LLC and Lifebridge Holdings, LLC
104	Cover Page Interactive Data File (embedded within the Inline XBRL Document)

**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.**

Date: December 28, 2023

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

## AMENDMENT NO. 1

to

### SPONSOR SUPPORT AGREEMENT

This Amendment No. 1 to the Sponsor Support Agreement (this “Amendment”), is entered into as of December 20, 2023, by and among Abacus Life, Inc., a Delaware corporation formerly known as East Resources Acquisition Company (“Abacus Life”), Longevity Market Assets, LLC (“LMA”), Abacus Settlements, LLC (“Abacus Settlements”), and East Sponsor, LLC (“East”, and together with Abacus Life, LMA and Abacus Settlements, the “Parties”).

WHEREAS, each of the Parties entered into that certain Sponsor Support Agreement, dated August 30, 2022 (the “Agreement”);

WHEREAS, the Parties desire to amend the Agreement in certain respects to reflect the original intent of the parties thereto and to correct a scrivener’s error;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree that the Agreement, effective as of August 30, 2022, is hereby amended as follows:

1. Section 8(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

“ERES Sponsor agrees that it shall not Transfer (i) any Phase I Lock-up Shares until the date that is 12 months after the Closing Date and (ii) any Phase II Lock-up Shares until the date that is 24 months after the Closing Date. For purposes of this Sponsor Support Agreement, (x) “Phase I Lock-up Shares” means, 15% of the Parent Common Stock received ERES Sponsor in connection with the Closing, and (y) “Phase II Lock-up Shares” means, with respect to each Member, 85% of the shares of Parent Common Stock received by ERES in connection with the Closing.”
2. Effect of this Amendment; Definitions. Except as specifically amended hereby, the Agreement, as modified by this Amendment, shall remain in full force and effect, and this Amendment and the Agreement shall be read, taken and construed as one and the same instrument. Capitalized terms used but not otherwise defined in this Amendment shall have the respective meanings assigned to them in, or by reference in, the Agreement.
3. Governing Law; Miscellaneous. Sections 9.2 through 9.14, Section 9.16 and Section 9.17 of the Merger Agreement are incorporated by reference herein and shall apply hereto mutatis mutandis.
4. Counterparts; Effectiveness. This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

\* \* \*

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IN WITNESS WHEREOF, each of the Parties has caused this Amendment to be executed on its behalf by an officer thereunto duly authorized, all as of the day and year first above written.

EAST SPONSOR, LLC

By: East Asset Management, LLC,  
The Managing Member of East Sponsor, LLC

DocuSigned by:

*Gary Hagerman Jr.*

AB042A4B-C084BA

Name: Gary L. Hagerman, Jr.

Title: Chief Financial Officer and Treasurer

ABACUS LIFE, INC. (f/k/a East Resources  
Acquisition Company)

DocuSigned by:

**JAY JACKSON**

6FD18306FC984F6

Name: Jay Jackson

Title: Chief Executive Officer

LONGEVITY MARKET ASSETS, LLC

DocuSigned by:

**JAY JACKSON**

6FD18306FC984F6

Name: Jay Jackson

Title: Chief Executive Officer

ABACUS SETTLEMENTS, LLC

DocuSigned by:

**JAY JACKSON**

6FD18306FC984F6

Name: Jay Jackson

Title: Chief Executive Officer



## AMENDMENT NO. 1

to

### COMPANY SUPPORT AGREEMENT

This Amendment No. 1 to the Company Support Agreement (this “Amendment”), is entered into as of December 20, 2023, by and among Abacus Life, Inc., a Delaware corporation formerly known as East Resources Acquisition Company (“Abacus Life”), Longevity Market Assets, LLC (“LMA”), Abacus Settlements, LLC (“Abacus Settlements”), each of the individuals identified as Original LMA Members on the signature pages hereto (the “Original LMA Members”), and each of the individuals identified as Original Abacus Members on the signature page hereto (the “Original Abacus Members”, and together with Abacus Life, LMA, Abacus Settlements, the Original LMA Members and the Original Abacus Members, the “Parties”).

WHEREAS, each of the Parties entered into that certain Company Support Agreement, dated August 30, 2022 (the “Agreement”);

WHEREAS, the Parties desire to amend the Agreement in certain respects to reflect the original intent of the parties thereto and to correct a scrivener’s error;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree that the Agreement, effective as of August 30, 2022, is hereby amended as follows:

1. Section 7(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

“Each Member hereby agrees that such Member shall not Transfer (i) any Phase I Lock-up Shares until the date that is 12 months after the Closing Date and (ii) any Phase II Lock-up Shares until the date that is 24 months after the Closing Date. For purposes of this Agreement, (x) “Phase I Lock-up Shares” means, with respect to each Member, 15% of the shares of Parent’s Class A common stock, par value \$0.0001 per share (“Parent Common Stock”), received by such Member in connection with the Closing, and (y) “Phase II Lock-up Shares” means, with respect to each Member, 85% of the shares of Parent Common Stock received by such Member in connection with the Closing.”

2. Effect of this Amendment; Definitions. Except as specifically amended hereby, the Agreement, as modified by this Amendment, shall remain in full force and effect, and this Amendment and the Agreement shall be read, taken and construed as one and the same instrument. Capitalized terms used but not otherwise defined in this Amendment shall have the respective meanings assigned to them in, or by reference in, the Agreement.
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3. Governing Law. This Amendment shall be governed by and construed in accordance with Section 20 of the Agreement.
4. Counterparts; Effectiveness. This Amendment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

\* \* \*

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IN WITNESS WHEREOF, each of the Parties has caused this Amendment to be executed on its behalf by an officer thereunto duly authorized, all as of the day and year first above written.

ABACUS LIFE, INC. (f/k/a East Resources Acquisition Company)

DocuSigned by:

**JAY JACKSON**

6FD18306FC984F6...

Name: Jay Jackson

Title: Chief Executive Officer

LONGEVITY MARKET ASSETS, LLC

DocuSigned by:

**JAY JACKSON**

6FD18306FC984F6...

Name: Jay Jackson

Title: Chief Executive Officer

ABACUS SETTLEMENTS, LLC

DocuSigned by:

**JAY JACKSON**

6FD18306FC984F6...

Name: Jay Jackson

Title: Chief Executive Officer

ORIGINAL ABACUS MEMBERS:

DocuSigned by:  
*Sean McNealy*  
7307AEEF8C354A8  
By: T. Sean McNealy  
DocuSigned by:  
*Scott Kirby*  
EA9D2C2CE55D4CE  
By: K. Scott Kirby  
DocuSigned by:  
*MAG*  
1FBDF76B181A465  
By: Matthew A. Ganovsky

ORIGINAL LMA MEMBERS:

DocuSigned by:  
*Sean McNealy*  
7307AEEF8C354A8  
By: T. Sean McNealy  
DocuSigned by:  
*Scott Kirby*  
EA9D2C2CE55D4CE  
By: K. Scott Kirby  
DocuSigned by:  
*MAG*  
1FBDF76B181A465  
By: Matthew A. Ganovsky  
DocuSigned by:  
**JAY JACKSON**  
6FD18366FC984F6  
By: Jay Jackson



ABACUS LIFE, INC.  
2101 Park Center Drive, Suite 170  
Orlando, Florida 32835

December 20, 2023

Lifebridge Holdings, LLC  
2101 Park Center Drive, Suite 170  
Orlando, Florida 32835

East Sponsor, LLC  
7777 NW Beacon Square Boulevard  
Boca Raton, Florida 33487

Re: Private Warrant Standstill

Ladies and Gentlemen:

Reference is made to the warrants to purchase shares of common stock, par value \$0.0001 per share ("Common Stock"), of Abacus Life, Inc., a Delaware corporation (the "Company"), held by the undersigned (each, a "Holder") and set forth on Schedule I hereto (the "Warrants"). The Company announced on December 11, 2023 the authorization of a stock repurchase program (the "Repurchase Program") of up to \$15 million of Common Stock over a period of up to 18 months from December 11, 2023 (the "Repurchase Commencement Date").

Each Holder, severally and not jointly, and the Company, intending to be legally bound, hereby agree as follows:

1. Such Holder acknowledges and agrees that it is entering into this agreement (this "Agreement") to provide for restrictions on the exercise of the Warrants owned by such Holder in connection with the Repurchase Program. Such Holder represents and warrants to the Company that Schedule I sets forth each Warrant that such Holder owns. Such Holder represents and warrants to the Company that such Holder is the lawful owner of such Warrants, has good and valid title to such Warrants, free and clear of any and all pledges, mortgages, liens, other encumbrances, adverse claims, options, security interests and demands, and has the sole power to exercise such Warrants.
2. Such Holder agrees that it shall not (a) exercise any Warrants until June 11, 2025 (the date that is 18 months after the Repurchase Commencement Date) or such earlier date that Company has notified Holder that it has terminated the Repurchase Program or (b) directly or indirectly, Transfer (as defined below) any or all of the Warrants without the prior written consent of the Company. Any exercise or Transfer or attempted exercise or Transfer of the Warrants in violation of this paragraph shall be, to the fullest extent permitted by applicable law, null and void ab initio. The provisions of this paragraph will not apply if, to the reasonable satisfaction of the Company, the transferee has agreed in writing to be bound by the same terms described in this agreement to the extent and for the duration that such terms remain in effect at the time of the Transfer. For purposes of this agreement, "Transfer" shall

mean to (i) sell, offer to sell, contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of, directly or indirectly, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Securities and Exchange Commission promulgated thereunder, with respect to any of their respective Warrants, (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of any of the respective Warrants, whether any such transaction is to be settled by delivery of such securities, in cash or otherwise or (iii) publicly announce any intention to effect any transaction specified in clause (i) or (ii). Holder understands that certain Transfers not prohibited hereunder are, nevertheless, subject to the terms and conditions of the Warrant Agreement, dated July 23, 2020, between the Company and Continental Stock Transfer & Trust Company, as warrant agent, including Section 5 (Transfer and Exchange of Warrants) thereof and Section 6.5 (Redemption) thereof.

3. This Agreement may be executed by facsimile in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. This Agreement shall be enforceable by, and shall inure to the benefit of and be binding upon, the parties hereto and their respective successors and assigns and to any transferees of the Warrants.
4. This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.
5. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to conflicts of law principles that would result in the application of the substantive laws of another jurisdiction. The parties hereto (i) all agree that any action, proceeding, claim or dispute arising out of, or relating in any way to, this Agreement shall be brought and enforced in the courts of New York City, in the State of New York, and irrevocably submit to such jurisdiction and venue, which jurisdiction and venue shall be exclusive and (ii) waive any objection to such exclusive jurisdiction and venue or that such courts represent an inconvenient forum.

[Signature Pages Follow]

Sincerely,

Abacus Life, Inc.

DocuSigned by:  
**JAY JACKSON**  
By: \_\_\_\_\_  
Name: Jay Jackson  
Title: Chief Executive Officer

EAST SPONSOR, LLC

By: East Asset Management, LLC,  
The Managing Member of East Sponsor, LLC

DocuSigned by:  
*Gary Hagerman Jr.*  
By: \_\_\_\_\_  
Name: Gary L. Hagerman, Jr.  
Title: Chief Financial Officer and Treasurer

LIFEBRIDGE HOLDINGS, LLC

DocuSigned by:  
**JAY JACKSON**  
By: \_\_\_\_\_  
Name: Jay Jackson  
Title: Chief Executive Officer

Schedule I

Holder	Number of Warrants
Lifebridge Holdings, LLC	7,120,000
East Sponsor, LLC	1,780,000

