



CAPITAL
FINANCIAL
GLOBAL

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March 10, 2017

David C. Norton, Director
Life Settlement Advisors, LTD.
2nd Floor, 1-2 Victoria Buildings
Haddington Road
Dublin 4
D04XN32
Ireland

LETTER OF INTENT

Dear Mr. Norton:

This purpose of this Letter of Intent (this "Letter") is to set forth certain non-binding understandings and certain binding commitments as the basis for a formal Master Note Purchase Agreement (the "MNPA"), to be entered into at a future date, wherein Capital Financial Global, Inc., a Nevada corporation ("CFGX") agrees to buy, and Life Settlement Advisors, LTD, a private company organized under the laws of Ireland (together with its subsidiaries and affiliates "LSA"), agrees to issue and sell to CFGX, on an exclusive basis, all of the debt securities (the "VFN Notes") related to its Variable Funding Note Issuance and Subscription program ("VFN"). The VFN structure is designed by LSA to transfer direct cash flow interests in its life insurance policy acquisition activities (the "Policies"), organized in one or more isolated portfolios ("Portfolios"). For purposes of this Letter, LSA, each of its directors, and CFGX are sometimes collectively referred to as "parties" and individually as a "party." The following paragraphs describe our mutual understanding:

1. MNPA Terms. The complete definitive terms of the MNPA will be negotiated at a future date in a definitive agreement. However, it is anticipated that the MNPA arrangement will be designed to accomplish two essential purposes: (1) to provide LSA with a reliable buyer of its VFN Notes with access to the capital markets through a formal CFGX bond issuance (the "CFGX Bonds"); and (2) to provide CFGX with reliable access to long-term high quality cash flow streams backed by investment grade life insurance assets that are intended to create a net positive income spread for CFGX between the VFN Notes and the CFGX Bonds.
2. VFN Terms. Each VFN Note funding will be evidenced by Note Certificates that will be secured by a fixed and isolated Portfolio of life insurance Policies held in a bankruptcy remote special purpose entity. Pursuant to the VFN, the VFN Notes will provide for direct distribution of 100% of the net profits of each underlying Portfolio (the "Net Profit") pursuant to that certain Master Purchase Agreement entered into by and among LSA and such seller(s). The Net Profit will be calculated by taking the aggregate gross proceeds from carrier death benefit payouts, minus portfolio expenses and required premiums as set forth in the Master Purchase Agreement and its schedules affixed thereto.
3. Investment Grade Reinsurance / Credit Rating. Because of the unpredictability of the Net Profits distributed to Note Certificate holders from the VFN, a separate contract with an investment-grade reinsurance carrier will be entered into by LSA to guarantee that Net Profit distributions to Note Certificate holders from the underlying Portfolios will be uniformly distributed on a 15-year fixed distribution schedule that is unconditional, irrevocable, and guaranteed, sufficient to justify an investment-grade rating to be

passed-through to the VFN Notes. LSA agrees to use its commercially best efforts to reinsure the occurrence of the scheduled Net Profits of each portfolio by an investment-grade reinsurance carrier in a way that will, in effect, allow CFGX to obtain an investment-grade credit rating on the CFGX Bonds. If necessary, LSA agrees to modify the structure of its offering, acquisition and maintenance of the Portfolios to provide features that will enable a suitable credit rating agency, using an appropriate rating methodology, to issue an investment-grade credit rating on the underlying guaranteed payments, and as a pass-through, to the CFGX Bonds.

4. **Price to CFGX.** The Price of each VFN investment to CFGX will at all times be a percentage of the guaranteed portion of the projected Net Profit that will create an effective net-spread for CFGX of at least 3% annually over the term of the VFN Notes in relation to the CFGX Bonds.
5. **Reinsurance Application.** LSA represents that LSA has obtained a non-binding expression of interest from an investment-grade reinsurance company to provide said reinsurance.
6. **CFGX Bond Offering.** LSA's obligation to enter into the definitive MNPA with CFGX is contingent upon CFGX successfully obtaining funds through the CFGX Bonds or through another method that is acceptable to LSA. It is mutually desired that the CFGX Bonds be underwritten in increments of no less than \$1 billion USD, and in aggregate of no more than \$10 billion USD, or as agreed. LSA represents that LSA has obtained a non-binding expression of interest from a top tier US based investment bank to provide said bond offering for CFGX. CFGX agrees to begin pursuing underwriting for the CFGX Bond immediately. Neither party has made formal application to a credit rating agency to begin the process of rating the proposed CFGX Bonds.
7. **Policy Sourcing.** LSA represents that it has an agreement in the form of a Master Purchase Agreement with LST III LLC, an affiliate of Coventry First LLC and Coventry Direct LLC, as well as non-binding expressions of interest from several other major providers of life insurance assets, to provide LSA with the ability to buy life settlement policies on a regular and ongoing basis, in an aggregate dollar amount sufficient to meet the volume demanded by CFGX as CFGX obtains funds from the CFGX Bonds to buy the VFN Notes."
8. **Exclusivity of MNPA.** As per the final definitive agreements, LSA hereby gives CFGX the exclusive right to buy all of the VFN Notes related to LSA's VFN offering, with the exception of, Mahmsbury Holdings, LLC, and Portfolio Advisors, LLC ("Exempted Entities"). The Exempted Entities have previously entered into negotiations with LSA for the issuance of certain VFN. All Exempted Entities are given 120 days from execution of the Letter to conclude negotiations with LSA and enter into a VFN, or they must obtain VFN Notes through CFGX. LSA represents that, other than the Exempted Entities, no other person or entity other than CFGX is or will be authorized by it during the Term to enter into any VFN or purchase any VFN Notes. In the event that CFGX is unable to perform its obligations under this Letter or under the MNPA, LSA will be free to transact any such business and issue such other or related VFN to any third party, whether an Exempted Entity or not, as it deems appropriate.
9. **Term.** The term of the MNPA will be negotiated as part of the definitive agreements, but it is mutually anticipated that it will contain an initial term of 24 months followed by consecutive 12 month periods with automatic rolling extensions, subject to written modifications. The term of this Letter will commence upon mutual execution and expire on September 30, 2017, except for covenants intended to survive (the "Term").
10. **No-Shop.** Because of the significant effort and expense that must be undertaken by CFGX in connection with the transactions contemplated herein, CFGX must have LSA's assurance that it will negotiate and move forward exclusively with CFGX until at least September 30, 2017. To put it more formally, until 9:00 p.m. (Mountain time) on September 30, 2017, LSA shall not, directly or indirectly (including through agents), enter into any agreement, solicit or entertain offers from, discuss or negotiate with, or in any manner consider

any proposal of any other person or entity (other than the Exempted Entities), by any means, of LSA or any LSA interest holders outside the ordinary course of business, relating to the transactions contemplated herein. If LSA or any such interest holder shall receive any such communication, offer or proposal, such communication, offer or proposal shall be unqualifiedly refused, and LSA or such security holder shall notify CFGX of the receipt of such communication, offer or proposal.

11. Use of Information. The parties will furnish (or will cause others to furnish) to each other such information as each may request for purposes of accomplishing the transactions contemplated herein (the "Information"). Each party hereby agrees and represents that all Information furnished to the other will be accurate and complete in all material respects at the time provided and that, if either party is aware of any Information becoming materially inaccurate, incomplete or misleading during the Term hereunder, that party will promptly advise the other. Each party recognizes and confirms that the other assumes no responsibility for the accuracy and completeness of the Information and all information received from each other, and each party will be using and relying on all such information (as well as information available from generally recognized public sources) without assuming responsibility for independent verification or independent evaluation thereof. The parties hereby authorize each other to transmit to prospective investors or other legal or accounting contractors, subject to a confidentiality agreement, the Confidential Information.
12. Mutual Confidentiality. The Parties acknowledge that, in the course of discussions in connection with transactions contemplated herein, each party will receive certain nonpublic and proprietary information from or about the other parties or their subsidiaries, affiliates, parent or joint ventures, including but not limited to technical, financial and business proprietary information and models, names of customers, vendors, suppliers, contacts or partners, proposed business deals and activities, reports, plans, market projections, software programs, computer systems, data, or any other confidential and proprietary information relating to the parties and these transactions. All such technical, financial, or other business information supplied hereunder by one party to the other parties and its respective representatives, is hereinafter called "Confidential Information." Except as required by law, any Confidential Information provided by either party under this letter agreement shall not be disclosed publicly or made available to third parties without the prior written approval of the other party and, accordingly, such Confidential Information shall not be relied upon by any person or entity other than the other party. Each party will treat confidentially, and not use for its own benefit, any Confidential Information provided to each other during the Term, and for two years thereafter, except as (a) required in order to consummate the transactions contemplated herein, including disclosing such information to its officers, employees, agents and other representatives as necessary, (b) such information becomes publicly available other than by disclosure by either party in violation of the terms hereof or (c) otherwise required by law or judicial or regulatory process.
13. Mutual Indemnification. Each party, on behalf of itself and its respective Affiliates (each, as the case may be, the "Indemnitor") shall jointly and severally defend, indemnify, and hold harmless the other parties hereto and their respective Affiliates (each, as the case may be, the "Indemnitee"; collectively, the "Indemnitees") from and against all liabilities, claims, actions, causes of action, assessments, losses, fines, penalties, costs, losses, damages and expenses, including attorney fees (including, without limitation, contingency or similar fee arrangements), and expert witness fees (each a "Claim"; collectively, "Claims"), that are incurred by or imposed upon the Indemnitee as a result of, or arising out of, or by virtue of any and all liabilities arising out of a Claim based upon breach of contract or the tortious or unlawful acts or omissions of the Indemnitor in regard to this Agreement.
14. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Utah, without giving effect to conflict of laws principles. For matters arising out of this Agreement, the Parties hereto submit to the exclusive jurisdiction of the state and federal courts located in the County of Salt Lake and the state of Utah.

15. Miscellaneous. Neither party may assign, transfer or subcontract any rights or obligation hereunder without the prior written consent of the other. The parties confirm that they will rely on their own professional advisors with respect to legal, accounting, tax or similar expert advice. Pursuant to the covenants of confidentiality contained herein, each party agrees to provide the other party with access to their respective legal, accounting and tax advisors as necessary to accomplish the purposes contemplated herein. In the event of consummation of any transactions between the parties, each shall have the right to disclose its participation in such transaction in its firm marketing materials. This letter agreement supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof and may not be amended or modified except in writing signed by all. All rights, liabilities and obligations hereunder will be binding upon and inure to the benefit of each party, each Indemnified Party and their respective successors and permitted assigns. The provisions relating to the limitation of liability, indemnification and confidentiality will survive the expiration or any termination of this letter agreement. Every provision of this letter agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this letter agreement. The undersigned representative of each party represents that it has all requisite power and authority to enter into this letter agreement, and that this letter agreement has been duly and validly authorized and executed and each party has, or will have, prior to closing, all requisite power and authority to enter into the necessary definitive agreements.

Please confirm our mutual understanding of this engagement by signing and returning to us the enclosed duplicate copy of this letter agreement. We are pleased that you have engaged us to act as your consultant and are looking forward to working with you on this assignment.

Very truly yours,

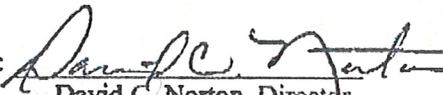
CAPITAL FINANCIAL GLOBAL, INC.



By: _____
Paul Edward Norat, Chief Executive Officer

Agreed to and accepted this 11TH day of March, 2017.

LIFE SETTLEMENT ADVISORS, LTD.

By:  , D.I.E. 11 MARCH 2017
David C. Norton, Director