

THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

OKLAHOMA DEPARTMENT OF)
SECURITIES, ex rel. IRVING L.)
FAUGHT, Administrator,)
)
Plaintiff,)
)
)
vs.)
)
ACCELERATED BENEFITS)
CORPORATION, et al.,)
)
Defendants,)
)
)
ACHERON PORTFOLIO TRUST,)
)
vs.)
)
H. THOMAS MORAN II, Conservator)
of certain assets of Accelerated Benefits)
Corporation, HTM CONSERVATOR,)
L.L.C., and ASSET SERVICING)
GROUP, L.L.C.)

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

OCT - 2 2013

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Case No. CJ-99-2500-66

PETITION

Acheron Portfolio Trust (“Acheron”) states the following in support of its Petition against H. Thomas Moran II, as Conservator of certain assets of Accelerated Benefits Corporation, HTM Conservator, L.L.C. (“HTM”), and Asset Servicing Group, L.L.C. (“ASG”):

Relevant Procedural History

1. Defendant Accelerated Benefits Corporation (“ABC”) was in the business of selling investments in viatical settlements. In a viatical settlement, the insured of a life insurance policy (or viator) would sell his or her interest in the death benefit proceeds from

that policy to an investor (here, ABC) in exchange for a cash payment during the viator's life. ABC funded its purchase of viatical settlements by soliciting money from its own investors in exchange for share of the death benefit proceeds paid upon each viator's death.

2. The Oklahoma Department of Securities filed this action against ABC and other Defendants on April 8, 1999, alleging that Defendants violated various provisions of the Oklahoma Securities Act. The Department alleged the investments in viatical settlements were "securities" within the meaning of the Act but that Defendants had failed to register them as such. Additionally, the Department alleged that Defendants made material misrepresentations in marketing the investments to the public. Following a bench trial in January 2001, the Court found in favor of the Department. (Findings of Fact and Conclusions of Law entered March 13, 2001).

3. Thereafter, on February 6, 2002, the Court created the present conservatorship "in lieu of a judgment for restitution and in order to prevent irreparable loss, damage or injury to [ABC's investors]." The Court appointed H. Thomas Moran II as Conservator of certain of ABC's assets, including the ABC portfolio of life insurance policies, and authorized Mr. Moran to administer those policies for the benefit of the ABC investors. This included the authority to sell the un-matured policies to institutional investors. (Conservatorship Order entered February 6, 2002).

4. After two previous transactions with other institutional investors failed, Mr. Moran entered into an Option Purchase Agreement (the "OPA") with Lorenzo Tonti Ltd., which gave Lorenzo Tonti the option to purchase the un-matured ABC policies. The deal was structured so that the Buyer pays the premiums for the policies as well as the fees and expenses charged by the Servicer. In exchange, the Buyer receives a percentage (either

25% or 40%, depending on the size of the policy) of the death-benefit proceeds from each policy that matures. The remaining 75% or 60% of the proceeds are distributed to ABC's investors until the purchase price of \$38,050,000 is paid. Once the purchase price is paid, the remaining un-matured policies are to be conveyed and transferred to the Buyer. (Option Purchase Agreement [Ex. 1]).

5. Contemporaneously with the execution of the OPA, Mr. Moran and Lorenzo Tonti entered into a Service and Escrow Agreement ("Service Agreement") with HTM. As will be explained more fully below, the Service Agreement authorized HTM to "manage the Policies, receive funds to pay premiums and distribute proceeds of such Policies and collect, account for and distribute [the] Purchase Price under the OPA . . ." (Service Agreement [Ex. 2]).

6. Acheron is Lorenzo Tonti's successor-in-interest as Buyer under the OPA and Service Agreement. HTM has delegated its obligations as Servicer to its affiliate, ASG. Acheron's claims herein arise out of HTM's and ASG's failure to discharge their obligations under the Service Agreement and Mr. Moran's failure to manage his inherent conflict of interest, which has prevented him from carrying out his duties as Conservator.

Party and Jurisdictional Allegations

7. Acheron is a private trust.
8. Mr. Moran is the Court-appointed Conservator of certain of ABC's assets.
9. HTM and ASG are Oklahoma limited liability companies. Additionally, both HTM and ASG are owned and controlled by Mr. Moran, ABC's Conservator. Despite HTM's delegation of its duties as Servicer to ASG, HTM is still responsible for the

performance of its obligations under the Service Agreement. (Service Agreement, ¶ 10.10 [Ex. 2]).

10. Any action arising out of the OPA or Service Agreement must be instituted in this proceeding. (Service Agreement, ¶ 9 [Ex. 2]). Therefore, this Court has exclusive jurisdiction over this controversy.

The Servicer's Obligations under the Service Agreement

11. Generally, the Servicer manages the un-matured policies in the ABC portfolio. Among other duties, the Servicer is to pay for premiums due under the policies out of funds received from Acheron, to track and maintain current contact and medical information for each insured, to apply for death and other benefits that become available under the policies, and to disburse the proceeds from such benefits to the ABC investors and Acheron as set out in the OPA and Service Agreement.

12. Of particular importance here is paragraph 2 of the Service Agreement, which states in relevant part:

2.1 Insured Tracking. With respect to the insured under each Policy (each an "Insured" and collectively the "Insureds") Servicer will use reasonable efforts to monitor the health status and last known address of each Insured, in accordance with the following:

2.1.1 Physician Contact. On a periodic basis, not less frequently than annually, nor more frequently than allowed under applicable law, Servicer will contact the physician of each Insured for which a valid medical release is available to determine the health status of each such Insured.

2.1.2 Insured Contact. On a periodic basis, not less frequently than semiannually, nor more frequently than allowed under applicable law, Servicer will contact each Insured or their respective nominee(s), if applicable, to determine (a) the last known address or other whereabouts of each such Insured; (b) the health status of each such Insured (including whether such Insured has qualified for any type of disability); and (c) whether such Insured has changed regular physicians and if so, the Servicer will use reasonable efforts to obtain

the name and address of such new physician to be contacted by Servicer pursuant to Paragraph 2.1.1 above.

2.1.3 Inforce Illustrations. On a periodic basis, but not less frequently than once every two (2) years, the Servicer will use reasonable efforts to contact the insurance companies which issued certain of the Policies which constitute universal life and whole life insurance policies to verify: (a) the coverages and (b) the premiums with respect thereto, as are customarily verified via an inforce ledger illustration for each such respective Policy.

2.2 Disability Waiver. With respect to each Policy which contains a rider waiving the payment of premiums in the event of the disability of the Insured, the Servicer will use reasonable efforts to: (a) continue or renew existing waivers of premium payments for Policies in which the premiums are currently paid as a result of a disability rider; and (b) apply for and seek the waiver of premiums for any Policy in which the Servicer has actual knowledge that the Insured thereof has hereafter become disabled.

2.3 Death Claim Management. With respect to each Policy in which the Insured is deceased or hereafter dies, the Servicer will use reasonable efforts to collect the Policy benefits in accordance with the following procedure: (a) upon actual knowledge or notification of death, the servicer will obtain a certified copy of the Insured's death certificate or other appropriate evidence of death from the appropriate agency; and (b) the Servicer will promptly apply for all applicable death benefits under the Policy of such Insured by submitting the appropriate claim forms, monitoring the status of such claims and receiving the proceeds thereof.

13. HTM and ASG have failed to properly administer the portfolio of life insurance policies, and have acted in their own financial interests rather than in the financial interests of the Conservatorship, the investors, and Acheron. Mr. Moran, as Conservator, has permitted HTM and ASG to act to benefit in their own financial interests at the expense of the Conservatorship, the investors and Acheron, because he owns or controls HTM and ASG, and thus he personally benefits to the extent that HTM and ASG benefit financially from failing to perform their duties (as more fully described below). Thus, by failing to supervise HTM and ASG in the performance of their duties to administer the ABC Portfolio,

Mr. Moran has violated the trust and confidence invested in him by the court in appointing him Conservator.

Claim 1 – Breach of Service Agreement

14. Failure to timely identify policy maturities. Among the Servicer's most fundamental obligations is the duty to timely identify those policies that have matured (i.e., the Insured has died). This permits Acheron to stop paying a monthly fee for continued servicing of the policies, and permits ASG to collect death benefits and distribute them to the investors. Unless and until the Servicer learns of an Insured's death, the Servicer cannot apply for death benefit proceeds. ASG, however, has failed to identify policy maturities in anything approaching a timely manner. Since 2010, it has taken ASG an average of more than 200 days to identify matured policies. Over 10% of the matured policies discovered by ASG were not identified until more than 3 years after the Insured's death. In at least two circumstances, it took ASG *over 9 years* to learn that an Insured had died. ASG's performance in this regard is far below the industry standard, and such underperformance has damaged and is continuing to damage Acheron and the ABC investors. During the period that ASG has failed to identify the Insureds' deaths, it continued to charge Acheron a significant monthly fee per policy for administering the policies of those Insureds. Thus, Mr. Moran benefits financially by ASG's failure to identify those policies' maturities promptly. As Conservator, Mr. Moran should have supervised the work performed by ASG to identify policies maturities, collect policy benefits, and distribute policy proceeds to investors. However, Mr. Moran's conflict of interest resulting from his ownership interest in HTM and ASG prevents him from carrying out his court appointed responsibilities as Conservator.

15. Failure to adequately track Insureds. The Servicer is required to contact each Insured at least semi-annually in order maintain current contact and health information for the Insured. (Service Agreement, ¶ 2.1.2). Additionally, the Servicer is required to contact each Insured's physician annually, when authorized by the Insured, to verify the Insured's health status. (Service Agreement, ¶ 2.1.1). ASG is performing neither of these obligations satisfactorily. Other servicers in the viatical settlement industry utilize more sophisticated and diligent means to maintain direct contact with their insureds than does ASG. As a result, ASG has lost contact with an unacceptably high percentage of the Insureds; a percentage that is substantially higher than is acceptable in the industry. In addition to impairing ASG's ability to identify policy maturities, ASG's substandard Insured-tracking prevents it from applying for advantageous policy benefits, such as waiver-of-premium riders and accelerated-death benefits, that may be triggered if the Insured becomes disabled or terminally ill. (Service Agreement, ¶ 2.2 [Ex. 2]). Thus, ASG's failure to adequately track the Insureds has damaged and is continuing to damage Acheron and the ABC investors. Again, Mr. Moran has wholly failed to ensure that ASG complies with these obligations, and the reason is that he has a profound conflict of interest.

16. Overcharge for Servicer's Monthly Base Fee. Each month, Acheron pays the Servicer a Monthly Base Fee in an amount equal to the number of un-matured policies in the ABC portfolio times a Base Rate. (Service Agreement, ¶ 6.1 & Schedule 3 [Ex. 2]). The amount of the Base Rate is calculated by adjusting the Initial Base Rate of \$32.88 for inflation according to the methodology specified in Schedule 3 of the Service Agreement. ASG has been miscalculating the rate of inflation for the Base Rate since 2010 at the latest. As a result, ASG has been overcharging Acheron for Servicer Fees. ASG has acknowledged

overcharging Acheron but, as of the date of this Petition, has made no effort to reimburse Acheron. Although the Conservator is obligated to supervise ASG, upon learning of the overcharging of Acheron, Mr. Moran, who has a financial interest in maximizing the income of ASG at the expense of Acheron, has not taken steps to correct ASG's misconduct. In failing to take action, Mr. Moran is violating the trust placed in him by the Court.

17. Unauthorized Servicer Fees for Policy Riders. Some of the policies in the ABC portfolio pay dividends that are re-invested to purchase a rider, guaranteed option, or other feature that increases the death benefit of the policy. These riders or other features attach to an underlying policy that is already part of the ABC portfolio and do not require any additional effort to service. ASG has routinely been activating these "riders" and treating them as "new" policies for which it charges a full monthly servicing fee, even though there is no additional communication with or tracking of the insured required. Moreover, while triggering these riders, and therefore the issuance of a "new" policy, ASG has concealed from and never explained to Acheron that it was doing so. Instead, ASG has simply added another policy number to the very long list of policies it invoices Acheron for. In some such circumstances, ASG has been charging Acheron approximately \$450 per year to "service" a rider that increased the death benefit on the underlying policy by less than \$1,000. Such fees are unearned, unreasonable, and not authorized by the Service Agreement or OPA. As a result of complaints by Acheron, ASG has deleted some "riders" from the list of policies it invoices Acheron for, but continued to invoice for others, without any explanation to Acheron. And ASG has failed to reimburse Acheron for its past overcharging. Additionally, as is the case with all of ASG's misconduct, Mr. Moran, as Conservator, has made no effort to ensure that ASG reimburses Acheron for past mistakes. Further, to the extent these riders

are found to constitute a new “policy” permitting ASG to charge an additional monthly fee, Acheron did not purchase these “policies” from the Conservator, and therefore, is not responsible for their servicing.

18. Failure to pursue and obtain accelerated death benefits (“ADB”s). Some policies in the portfolio contain ADBs, which can result in a suspension of premiums and a payment of benefits before an insured has died, in cases of terminal illness. ASG has not pursued ADBs and purports to justify its inaction by saying that it would be administratively burdensome and “it is also important to recognize that there would be no increase in total maturity proceeds by exercising the ADBs, just a light advance on a portion of the death benefit.” Again, ASG and the Conservator turn a deaf ear to the interests of Acheron and the investors who would benefit from an early collection and distribution of these benefits. Of course doing so would mean extra work for ASG and possibly earlier termination of monthly fees paid to ASG. Perhaps that is why the Conservator, who should be condemning ASG’s practice of not pursuing ADBs supports ASG. After all, in supporting ASG Mr. Moran is supporting himself.

Claim 2 – Breach of Fiduciary Duty

19. The Service Agreement requires the Servicer to pay the premiums due under the policies, track the status of the Insureds, apply for death and other policy benefits, and distribute the proceeds from such benefits to Acheron and the ABC investors. The Servicer must perform these duties for the benefit of Acheron and the ABC investors. If the Servicer fails to perform these duties, neither Acheron nor the ABC investors realize the returns on their investment in the ABC portfolio. Therefore, the Servicer owes fiduciary duties to Acheron and the ABC investors.

20. As set forth in Claim 1 above, HTM and ASG have failed to discharge their duties to Acheron and the ABC investors. Such failures constitute breaches of the fiduciary duties HTM and ASG owe to Acheron and the ABC investors. Acheron and the ABC investors have suffered and are continuing to suffer damages as a direct result of HTM's and ASG's breach of fiduciary duties.

21. HTM's and ASG's performance falls so far below the standard of care required by the Service Agreement and industry practice as to constitute gross negligence.

Claim 3 – Termination of Service Agreement and Appointment of New Servicer

22. HTM and ASG have breached numerous contractual and fiduciary duties that they owe to Acheron and the ABC investors. These breaches have benefited ASG and/or HTM to the detriment of Acheron and the ABC Investors. Additionally, there is no incentive for the present state of affairs to change so long as Mr. Moran owns and controls the Servicer because of his inherent conflict of interest. Accordingly, the Court should terminate the Service Agreement and order Mr. Moran to appoint a new, unaffiliated Servicer.

Prayer for Relief

23. Acheron respectfully requests that the Court enter judgment in its favor and against HTM and ASG, jointly and severally, by:

A. Awarding compensatory and punitive damages to Acheron in an amount greater than \$75,000, exclusive of interests or costs.

B. Requiring HTM and ASG to refund all Servicer Fees and premiums Acheron paid after maturity on those policies that matured more than one month prior to the date on which ASG indicated that the policies had matured.

C. Requiring HTM and ASG to refund the amount Acheron has been overcharged for the Servicer's Monthly Base Fee.

D. Requiring HTM and ASG to refund all unauthorized Servicer Fees paid on the riders and other features described in paragraph 17.

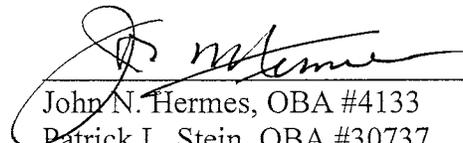
E. Replace Mr. Moran with a Conservator who does not have a conflict of interest with the entities servicing the policies.

F. Terminating the Service Agreement and ordering the Conservator to appoint an unaffiliated Servicer.

G. Awarding Acheron any attorney's fees, costs, and interest to which it may be entitled.

H. Awarding Acheron any other relief the Court determines to be proper under the circumstances.

Submitted this 2nd day of October, 2013.



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CERTIFICATE OF SERVICE

This certifies that on the 2nd day of October, 2013, I mailed a copy of the foregoing via first-class mail to:

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OPTION PURCHASE AGREEMENT

THIS OPTION PURCHASE AGREEMENT (the "Agreement") is made and entered into this 24 day of May, 2006, by and between LORENZO TONTI LIMITED, a corporation formed under the laws of Ireland (the "Buyer") and TOM MORAN of OKLAHOMA CITY, OKLAHOMA, as CONSERVATOR (the "Seller") for certain assets of ACCELERATED BENEFITS CORPORATION, a Florida corporation ("ABC").

RECITALS:

A. The Seller is the Conservator of certain assets (the "Conservator Assets") of ABC and its agents, including American Title Company of Orlando and David Piercefield under Case Number CJ-99-2500-66 (the "Conservatorship Proceeding") in the District Court of Oklahoma County, State of Oklahoma (the "OK District Court"), reference of which is hereto made for all purposes including the appointment of the Seller as Conservator of the Conservator Assets.

B. The Conservator Assets, include certain unmaturred life insurance policies which were owned or held beneficially, directly or indirectly, by or for the benefit of ABC and/or ABC Investors that were purchased prior to October 1, 2000, pursuant to which the OK District Court ordered the Conservator to manage, which management specifically included but was not limited to the OK District Court's authorization to evaluate, protect, liquidate and sell the Policies.

C. Buyer desires to acquire certain of the policies and related assets included in the Conservator Assets as more fully set forth herein upon terms hereof, subject to the condition that this Agreement is approved by the Oklahoma District Court.

D. Unless otherwise defined herein, the capitalized terms used herein will have the meanings set forth in the Conservatorship Proceeding.

AGREEMENT:

In consideration of the mutual agreement herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Seller and Buyer agree as follows:

1A. Condition Precedent; Deposit of Earnest Money. Upon complete execution of this Agreement, Buyer will deposit with the Servicer (as hereafter defined) the sum of Fifty-Thousand Dollars (\$50,000) as the Earnest Money Deposit. Upon the Servicer's receipt of the Earnest Money Deposit, Seller will promptly take the necessary acts to seek approval of the Oklahoma District Court of this Agreement and the related Service and Escrow Agreement between Buyer, Seller and HTM Conservator, LLC (the "Servicer") of even date herewith, which is attached hereto as Exhibit "B". If such approval by the Oklahoma District Court has not been obtained on or before the 23rd day of June, 2006, then this Agreement will be null and void and

the Earnest Money Deposit will be returned to Buyer. If such approval by the Oklahoma District Court is obtained, then Seller will provide Buyer with written notice and a certified copy of the Oklahoma District Court Order approving this Agreement and the related Service and Escrow Agreement (the "Court Approval Notice"). Unless otherwise agreed herein, the Closing of this Agreement will occur within ten (10) business days of the Buyer's receipt of the Court Approval Notice.

1B. Grant and Exercise of Option. In consideration of the Option Payment of Eight Hundred Thousand Dollars (\$800,000) to be paid by Buyer to Seller on or before the Closing Date, as hereafter defined, Seller hereby grants to Buyer the exclusive and irrevocable option to purchase the Assets, as hereafter defined. It is expressly agreed that if the Seller does not receive the Option Payment on or before 12:00 midnight on the Closing Date, all of the rights of Buyer under this Agreement will expire and terminate without any action by Seller. It is further expressly agreed that in the event Seller receives the Option Payment on or before 12:00 midnight on the Closing Date, such Option Payment will be independent option consideration, fully earned and nonrefundable, entitling Buyer the irrevocable right to purchase the Assets strictly in accordance with the terms hereafter set forth which constitutes the Option Purchase Agreement between Buyer and Seller.

2. Assets to be Sold. The assets to be sold and conveyed to Buyer upon the terms, conditions and at the time set forth herein are as follows (sometimes hereafter, the "Assets"):

2.1 Policies. All of Seller's right, title and interest in and to the face amount of the policies specifically described on Exhibit "A" attached hereto (the "Policies"), which consist of a viatical portfolio of life insurance policies owned by Seller as of December 27, 2005 (the "Policy Cut-Off Date") and which have a face amount presently estimated to be One Hundred Nine Million Five Hundred Twenty-Eight Thousand Five Hundred Forty-Five Dollars and 25/100 (\$109,528,545.25). Any payments on and proceeds of the Policies received by Seller after the Policy Cut-off Date shall be included in the Assets to be conveyed to Buyer hereunder or paid to Seller and applied against the Purchase Price, as hereafter set forth. Further, to the extent that any of the Policies result in proceeds received from and after the Policy Cut-Off Date in excess of the face amounts thereof (in the manner described in Paragraph 3.3 hereinbelow), then twenty-five percent (25%) of such excess shall be included as part of the Assets to be conveyed to Buyer hereunder.

2.2 Viator Files. All of Seller's right, title and interest in and to the files and records with respect to the Policies, including without limitation, the Policies and correspondence relating thereto; the information and records with respect to the health status and whereabouts of each insured of each Policy; the accounting records including the computer data base identifying the accounting and bookkeeping records incident to the ownership, premium payments and receipts and distributions of proceeds with respect to each Policy.

3. Excluded Assets. It is expressly recognized and agreed that the Assets to be sold and conveyed to Buyer shall exclude (the "Excluded Assets"):

3.1 Pre-Cut-Off Date Receivables. Any payments on and proceeds of the Policies received by Seller prior to the Policy Cut-Off Date shall be retained by Seller and excluded from the Assets to be conveyed to Buyer.

3.2 ABC Investor Payments. Intentionally omitted.

3.3 Increases Above Face. To the extent that any of the Policies result in proceeds received from and after the Policy Cut-Off Date and before the Conveyance Date in excess of the face amount thereof as reflected on Exhibit "A", then seventy-five percent (75%) of such excess shall be retained by Seller and excluded from the Assets to be conveyed to Buyer. By way of illustration and not limitation, it is recognized and agreed that proceeds in excess of the face amount of any Policy may include, but are not limited to, proceeds received in the event (a) dividends increase the value of a Policy; (b) a Policy contains a cost of living rider or an accidental death benefit; (c) interest is earned on Policy proceeds after the death of the insured and prior to collection of the proceeds thereof; (d) a Policy has paid-up additions; or (e) the issuer of a Policy is "demutualized", which results in the payment of additional proceeds or stock or other consideration to the owner of the applicable Policy. Notwithstanding the preceding, to the extent Policy proceeds exceed the face amounts thereof and such excess is a result of any unearned premium payments or any premium overpayments by Buyer, then such excess allocable to such premium payments by Buyer shall be reimbursed and paid to Buyer.

3.4 Duty to Exclude. The Buyer and Seller agree to use best efforts to separate the Assets from the Excluded Assets in order that the Excluded Assets will not be transferred and conveyed to Buyer; provided that in the event the Excluded Assets described in Paragraph 3.3 above are not separated from the Policies conveyed to Buyer then Buyer will remit to Seller all such Excluded Assets received by Buyer. Specifically, from and after the Conveyance Date (as defined in Paragraph 6.6 below) through the date in which the proceeds under all respective Policies held by Buyer are received by Buyer, Buyer will provide to Seller a monthly accounting identifying (a) the name and date of death of any named insured under any Policy held by Buyer who dies during the preceding month; (b) the proceeds applicable to such Policy received by Buyer by virtue of the death of such insured; and (c) the amount of the Excluded Assets, which Buyer will, contemporaneously with such accounting remit to Seller. Upon the Conveyance Date, (as hereafter defined) respectively, Buyer shall do or cause to be done all things necessary, in the reasonable opinion of Seller, to grant in favor of Seller a duly perfected first priority security interest in and to the Excluded Assets described in Paragraph 3.3 above. Without limiting the preceding, Buyer shall, upon the reasonable request of Seller, execute and deliver to Seller such security agreements, assignments and other appropriate documentation to evidence, perfect and verify the Seller's rights in and to such Excluded Assets.

4. Assumption of Liabilities. Subject to the terms and conditions of this Agreement and that certain Service and Escrow Agreement between Buyer, Seller and the Servicer (as defined therein) which is attached hereto as Exhibit "B", from and after Closing Date through the Conveyance Date, Buyer will assume all of the liabilities and obligations of the Seller under the Policies which accrue from and after December 27, 2005 and the costs, fees and expenses of Servicer under the Service and Escrow Agreement. Such assumption of obligations and the time and manner of payment thereof shall specifically include, without limitation, the obligations

applicable premiums for Policies arising on December 27, 2005 and all subsequently arising obligations as is more fully described in the Service and Escrow Agreement which is incorporated herein by reference.

5. Closing. Unless otherwise agreed by Buyer and Seller in writing, the Closing shall take place at Phillips McFall McCaffrey McVay & Murrah, P.C., One Leadership Square, 12th Floor, 211 N. Robinson, Oklahoma City, Oklahoma 73102 within ten (10) business days after the Buyer receives the Court Approval Notice, provided that all conditions to Closing set forth in Paragraphs 10 and 11 hereof have been satisfied or waived by the party entitled to waive the same (the "Closing Date" or sometimes referred to as the "Closing"). If the Closing has not occurred on or before 9:00 a.m. on the 2nd day of July, 2006, and the parties have not agreed in writing to extend the Closing Date, then at such time this Agreement shall terminate and be of no further force or effect and the Earnest Money Deposit will be returned to Buyer. Notwithstanding the Closing, it is expressly recognized and agreed that Seller and/or Servicer shall retain ownership of the Policies until (a) Seller has received the applicable portions of the Purchase Price (as hereafter defined); and (b) the Conveyance Date has occurred. The Closing will occur and be evidenced by a closing statement in substantially the form of Exhibit "E" attached hereto, which will be updated as of the Closing Date and mutually approved by Buyer and Seller.

6. Purchase Price. The purchase price for all of the Assets (the "Purchase Price") shall be the sum of Thirty-Eight Million Fifty Thousand Dollars in United States currency (\$38,050,000). Such Purchase Price shall be paid in accordance with the terms and conditions of this Agreement and the Service and Escrow Agreement, as follows:

6.1 Earnest Money Deposit. In addition to the Option Payment of Eight Hundred Thousand Dollars (\$800,000) which Buyer will pay to Seller on or before the Closing Date under Paragraph 1B above, Buyer will pay the Earnest Money Deposit described in Paragraph 1A above in the amount of Fifty Thousand Dollars (\$50,000) which will be paid by Buyer to the Servicer on the complete execution of this Agreement and such amount (\$50,000), together with interest earned thereon will collectively, be the "Earnest Money Deposit" hereunder. Such Earnest Money Deposit will be held by the Servicer until the Conveyance Date, at which time such Earnest Money Deposit will be paid by the Servicer to Seller and applied against the then remaining amount of the Purchase Price.

6.2 Large Policies. In partial payment of the Purchase Price, it is expressly agreed that a certain percentage of the payments and proceeds received from and after the Policy Cut-Off Date through the Conveyance Date (the "Escrow Period") with respect to those certain Policies with a face amount equal to or greater than One Million Dollars (\$1,000,000) which are identified on Exhibit "C" attached hereto (the "Large Policies") shall be paid to Seller and applied against the Purchase Price. Specifically, it is agreed that the amount to be paid to Seller and applied against the Purchase Price will equal the product of (a) seventy-five percent (75%); times (b) the payments and proceeds received with respect to the Large Policies (not to exceed the respective face amounts thereof) during the Escrow Period. All other payments and proceeds received with respect to the Large Policies (not to exceed the respective face amounts thereof which are Excluded Assets) shall be paid to Buyer without application against the Purchase

Price. The receipt and distribution of such payments and proceeds applicable to the Large Policies will be in accordance with the provisions hereof and the Service and Escrow Agreement.

6.3 1-5 LE Policies. Intentionally omitted.

6.4 Remaining Polices. In partial payment of the Purchase Price, it is expressly agreed that certain percentages of the payments and proceeds received on the Policies, exclusive of the Large Policies (the "Remaining Policies") during the Escrow Period shall be paid to Seller and applied against the Purchase Price. Specifically, it is agreed that the amount to be paid to Seller and applied against the Purchase Price will equal the sum of (a) the product of (i) sixty percent (60%); times (ii) the remaining payments and proceeds received with respect to the Remaining Policies (not to exceed the respective face amounts thereof) during the Escrow Period. All other payments and proceeds received with respect to the Remaining Policies (not to exceed the respective face amounts thereof which are Excluded Assets) shall be paid to Buyer without application against the Purchase Price. The receipt and distribution of such payments and proceeds applicable to the Remaining Policies will be in accordance with the provisions hereof and the Service and Escrow Agreement.

6.5 Purchase Price Adjustment. The Seller presently estimates that the Policies have face values in the aggregate of \$109,528,545.25. However, if at any time immediately prior to the Conveyance Date, it is reasonably determined by Servicer under the terms of the Service and Escrow Agreement and reasonably agreed by Buyer and Seller, that the aggregate face value of the Policies as of the Closing Date is greater than one hundred five percent (105%) of or less than ninety-five (95%) of the presently estimated face value of \$109,528,545.25, then the Purchase Price hereof will be adjusted to equal the product of (a) 35.47%; times (b) the aggregate face value of the Policies as finally determined by Servicer and reasonably agreed by Buyer and Seller. It is expressly agreed that Servicer will periodically review (not less frequently than annually) and update Exhibit "A" as mutually agreed by Buyer and Seller to anticipate changes thereto and any corresponding adjustments to the Purchase Price which may be required hereunder. Any increase or decrease in the Purchase Price will be paid or refunded as reasonably determined by Servicer and reasonably agreed by Buyer and Seller.

6.6 Complete Payment. At the time in which Seller has received the entire Purchase Price, exclusive of the Earnest Money Deposit, as evidenced by the Servicer's accounting under the Service and Escrow Agreement, the Servicer will prepare the appropriate assignment documents to cause all unmatured Large Policies and Remaining Polices to be conveyed and transferred to Buyer or as directed by Buyer. Upon the date (the "Conveyance Date") in which (a) the Buyer and Seller have executed the assignment documents with respect to the unmatured Large Policies and Remaining Policies; (b) the Servicer has paid to Seller the Earnest Money Deposit (and at which time the Seller has received the complete Purchase Price); and (c) the OK District Court has issued its final approval with respect to this Agreement, the Service and the Escrow Agreement and ordered the final distribution of the proceeds received by Seller and the conclusion of the Conservatorship Proceedings; then the Servicer will (i) transmit the assignment documents to the insurance companies which issued the unmatured Large Policies and the Remaining Policies (ii) deliver the viator files with respect to the unmatured Large Policies and Remaining Policies to Buyer or as directed by Buyer and thereafter the Seller will have no rights

or obligations with respect to the Policies (other than any rights which Seller may have under Paragraphs 3.3 and 3.4 hereof, which Seller expressly retains); and (iii) distribute the balance, if any, of that certain Premium Disbursement Account (as defined in the Service and Escrow Agreement) to Buyer after the payment to Seller of the complete Purchase Price hereunder, the complete payment to Servicer of all amounts due to the Servicer under the Service and Escrow Agreement, and receipt of confirmation that the applicable Policies have been assigned to Buyer.

7. Representations and Warranties of the Seller. The Seller represents and warrants to Buyer that to the best of Seller's knowledge and belief as of the Closing Date and as of the Conveyance Date, as applicable, the following are and will be true and correct:

7.1 Authority. Subject to the order of the OK District Court, Seller has full power and authority to execute and deliver this Agreement and the other instruments and agreements to be executed and delivered by it pursuant hereto and to consummate the transactions contemplated hereby and thereby.

7.2 Binding Obligation. Subject to the order of the OK District Court, this Agreement constitutes, and such other instruments and agreements when duly executed will constitute the binding obligation of the Seller enforceable against the Seller in accordance with their respective terms (except as such enforceability may be limited by bankruptcy, insolvency, reorganization moratorium or other laws affecting creditors right, general equitable principles or as otherwise set forth herein).

7.3 Brokerage. The Seller represents and warrants to the Buyer that no broker has acted on behalf of the Seller in connection with this Agreement or the transactions contemplated herein, and that there are no brokerage commissions, finders' fees or similar fees or commissions payable in connection therewith based on any agreement, arrangement or understanding with the Seller, or any action taken by the Seller.

7.4 Title to Policies. Subject to the order of the OK District Court, and except as provided in Schedule 7.4 attached hereto, Seller or Servicer has good and valid title to the Policies and the viator files described in Paragraph 2.2 hereof, free of any liens or encumbrances and there are no outstanding loans against the Policies.

7.5 Interim Operations. The Seller represents and warrants to the Buyer that to the best of Seller's and Servicer's knowledge, the Policies are in full force and effect and that Servicer has performed the Policy Services and has adequately accounted for the premiums and maturities and the distributions thereof from the Policy Cut-Off Date through the date hereof. Subject to approval of the OK District Court and Buyer's performance of its obligation hereunder (specifically including those obligations under Paragraph 4 hereof) and under the Service and Escrow Agreement, the Seller by and through the Servicer, will not, without the prior written consent of Buyer: (i) sell or transfer any of the Assets; or (ii) permit the Assets to become subject to any lien.

7.6 Disclaimer of Representations and Warranties of Seller. Except as set forth in this Section 7, the Seller or any person or entity acting by or through the Seller (specifically

including the Servicer and any actuary engaged by Seller) has not made, and is not now making, and Seller hereby specifically disclaims and Buyer specifically waives any express or implied warranty, guaranty, covenant, or representation of any kind or character, oral or written, past, present or future of, as, to or concerning (i) the nature and condition of the Policies; (ii) the nature, condition or health of the insured/viator; (iii) the enforceability, validity or status of the Policies; (iv) the condition or nature of the insurance company issuing the Policies; or (v) the amount of premiums or death benefits available. Except as set forth in this Section 7, Seller has not made and does not hereby make any representations, guarantees or warranties whatsoever, express or implied, arising by operation of law or otherwise with respect to the Policies and the condition thereof, including, without limitation, merchantability.

8. Buyer's Representations and Warranties. Buyer represents and warrants to Seller that as of the Closing Date and as of the Conveyance Date the following are and will be true and correct:

8.1 Buyer Authority. Buyer has full corporate power and authority to execute and deliver this Agreement and the other instruments and agreements to be executed and delivered by it pursuant hereto and to consummate the transactions contemplated hereby and thereby.

8.2 Execution and Delivery. The execution, delivery and performance of this Agreement and the other instruments and agreements to be executed and delivered pursuant hereto by the Buyer has been or will be duly authorized by all necessary corporate action. This Agreement has been, and the other instruments and agreements to be executed and delivered pursuant hereto by the Buyer will be, duly executed and delivered by the Buyer.

8.3 No Breach. None of the execution and delivery by the Buyer of this Agreement or any other agreement or instrument contemplated hereby, the consummation of the transactions contemplated hereby or thereby nor the performance by the Buyer of this Agreement or any other agreement or instrument contemplated hereby in accordance with their respective terms and conditions: (a) requires the Buyer to obtain any consent, license, approval or action of, or make any filing with or give any notice to, any governmental body or any other person which will not be obtained on or before the Closing Date and the Conveyance Date, as applicable; or (b) violates, conflicts with or results in the breach of any of the terms of, results in a material modification of the effect of, otherwise causes the termination of or gives any other contracting party the right to terminate, or constitutes (or with notice or lapse of time or both constitutes) a default (by way of substitution, novation or otherwise) under, any contract to which the Buyer is a party or by or to which the Buyer may be bound or subject.

8.4 Claims and Proceedings. There are no claims (whether or not the defense thereof or liabilities in respect thereof are covered by insurance) pending, or to the best knowledge of the Buyer, threatened, against or involving the Buyer or any entities which are affiliates of the Buyer which would adversely affect the Buyer's ability to enter into and perform its obligations described hereunder.

8.5 Organization. The Buyer is a limited partnership duly organized, validly existing and in good standing under the laws of Texas.

8.6 Brokerage. The Buyer represents and warrants to the Seller that Buyer will indemnify and hold Seller harmless from any and all brokerage commissions, finders' fees or similar fees or commissions payable in connection therewith based on any agreement, arrangement or understanding with the Buyer, or any action taken by the Buyer and all costs, expenses, attorney's fees and claims or demands relating thereto.

8.7 Consents, Approvals and Authorizations. Except as set forth on the attached Exhibit "D", no consents, licenses, permits or other authorization from any governmental body, or any lenders, lessors, creditors, shareholders or others, are required on the part of the Buyer in connection with the valid execution and delivery of this Agreement and the consummation of the transaction described herein.

8.8 Disclosure. No representation or warranty by the Buyer contained in this Agreement and no statement contained in any other agreement or instrument contemplated hereby contains or will contain any untrue statement of a material fact, or omits or will omit to state a material fact, necessary in order to make any of the statements not misleading.

8.9 Valid Agreement. The Buyer (a) has obtained all necessary corporate approvals of this Agreement and the transactions contemplated herein; (b) has the requisite power and authority to enter into, execute and deliver this Agreement and each and every agreement and instrument contemplated hereby to which the Buyer is or will be a party, and to perform fully the Buyer's obligations hereunder and thereunder; and (c) has all the necessary governmental licenses, permits and authority to conduct its business, execute this Agreement and perform the transactions contemplated herein. This Agreement has been duly executed and delivered by the Buyer, and each and every other agreement and instrument contemplated by this Agreement to which the Buyer is a party, will be duly executed and delivered by the Buyer and (assuming due execution and delivery hereof and thereof by the other parties hereto and thereto) this Agreement and each such other agreement and instrument will be valid and binding obligations of the Buyer enforceable against the Buyer in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and by general equitable principles.

8.10 Status of Assets. The Buyer and its agents, employees, contractors and professional representatives have had full and adequate access to review the Policies and the viator files and the Buyer has approved the status of the Policies and the viator files and will accept the same on the Conveyance Date, in their AS IS condition without any warranties whatsoever other than those expressly made herein.

8.11 Assumed Obligations. The Buyer acknowledges that upon Buyer's ownership of the Policies, the Buyer will be subject to certain confidentiality obligations with respect to the identity and health status of the insureds under the respective Policies and/or other obligations which may be imposed by law with respect to viatical policies of life insurance and Buyer agrees to assume and perform and hold Seller harmless from such obligations upon receipt of the applicable Policies on the Interim Conveyance Date and the Conveyance Date, respectively.

8.12 License. Intentionally omitted.

9. OK District Court Proceedings. Seller shall request and obtain as a prerequisite to Closing Date and Conveyance Date under this Agreement, the OK District Court's approval of this Agreement and the Service and Escrow Agreement and the obligations to be performed upon such dates. Further, it is expressly agreed that all actions with respect to this Agreement shall be instituted in the Conservatorship Proceedings in the OK District Court and Oklahoma law shall apply without giving effect to the conflict of law principles thereof. By execution of this Agreement, the parties irrevocably and unconditionally submit to the jurisdiction (both subject matter and personal) of such Conservatorship Proceedings with the OK District Court and irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in such OK District Court; (b) any claim that any action or proceeding brought in the OK District Court has been brought in an inconvenient forum; and (c) any objection or claim that the OK District Court lacks jurisdiction.

10. Conditions Precedent to Buyer's Obligations. Buyer's purchase obligations hereunder are subject to the satisfaction of the following conditions on or prior to the Closing Date and the Conveyance Date (which conditions Buyer shall have the right to waive at its sole discretion):

10.1 Seller's Representations and Warranties. The representations and warranties of the Seller contained herein shall be true and correct in all material respects as if made on and as of the Closing Date and the Conveyance Date.

10.2 No Judgments. There shall not be any judgment, order, decree, stipulation, injunction, or charge in effect preventing or materially affecting the consummation of any of the transactions contemplated by this Agreement.

10.3 Court Approval. Seller shall have received on or before the Closing Date an order from the OK District Court approving the execution, Closing and performance under this Agreement and the Service and Escrow Agreement which order will include language reasonably satisfactory to Buyer, relieving Buyer of all liability for any claims or causes of action by viators or investors arising from acts or omissions of any owners or purchasers of the Policies or any persons or entities acting or purporting to act on their behalf, which acts or omissions occurred or failed to occur prior to the Closing Date. Additionally, Seller shall have received on or before the Conveyance Date approval from the OK District Court for the transfer of the Assets to Buyer.

10.4 Execution of Service and Escrow Agreement. The Service and Escrow Agreement shall be fully executed and in full force and effect.

11. Conditions Precedent to Seller's Obligations. Seller's sale obligations hereunder are subject to the satisfaction of the following conditions on or prior to the Closing Date and the Conveyance Date (which obligations, other than under Paragraph 11.1 below, Seller shall have the right to waive in Seller's sole discretion):

11.1 Court Approval. Seller shall have received on or before the Closing Date approval from the OK District Court for the execution, Closing and performance under this

Agreement and the Service and Escrow Agreement and Seller shall have received on or before the Conveyance Date approval from the OK District Court for the transfer of the Assets to Buyer and the distribution of proceeds to the ABC Investors.

11.2 Buyer's Representations and Warranties. The representations and warranties of Buyer contained herein shall be true and correct in all material respects as if made on and as of the Closing Date and the Conveyance Date.

11.3 No Judgments. There shall not be any judgment, order, decree, stipulation, injunction, or charge in effect preventing or materially affecting the consummation of any of the transactions contemplated by this Agreement.

11.4 Excluded Assets. Seller shall have received adequate assurance in the form reasonably determined by Seller that Buyer will comply with the provisions of Paragraph 3.4 hereof.

11.5 Execution of Service and Escrow Agreement. The Service and Escrow Agreement shall be fully executed and in full force and effect.

12. Final Conveyance. On or before the Conveyance Date, the parties will perform the obligations hereafter set forth:

12.1 Seller's Conveyance Date Obligations. On or before the Conveyance Date, Seller shall: (i) by one or more assignments mutually approved by Buyer, Seller and Servicer, convey to Buyer or as directed by Buyer all the Assets to be acquired by Buyer hereunder, (ii) provide Buyer with such additional certificates or documents as may be reasonably requested under the terms of this Agreement; and (iii) cause all then remaining Purchase Price proceeds to be distributed to the ABC Investors.

12.2 Buyer's Conveyance Date Obligations. On or before the Conveyance Date, Buyer shall: (i) have paid to Servicer on behalf of Seller, the Purchase Price hereunder; (ii) execute the assignments necessary to acquire the Assets; and (iii) provide Seller with such additional certificates or documents as may be requested under the terms of this Agreement specifically including Paragraphs 3.3, and 3.4.

12.3 Servicer's Conveyance Date Obligations. On or before the Conveyance Date, the Servicer will (a) render its final accounting under the Service and Escrow Agreement reflecting (i) that the obligations under the Policies are paid current from funds advanced by Buyer pursuant to Paragraph 3 hereof; (ii) the complete payment of its fees, expenses and costs by Buyer pursuant to Paragraph 3 hereof (including a reasonable reserve for final expenses); (iii) the complete payment of the Purchase Price for the benefit of Seller; (iv) that the Purchase Price proceeds have been paid to the ABC Investors in accordance with the OK District Court's Order; and (v) that all remaining proceeds in the Servicer's Account (other than a reasonable reserve for final expenses as determined by Servicer) have been paid to Buyer; (b) obtain the execution of Buyer and Seller of the assignments of the Policies, transmit such assignments to the applicable life insurance companies, receive confirmation from such applicable life insurance companies

that the applicable Policies have been assigned and conveyed to Buyer and otherwise facilitate the actions reasonably necessary to assign the Policies to Buyer; (c) deliver possession of the viator files to Buyer; and (d) take any other reasonable necessary steps or activities to cause this Agreement to be fully performed.

13. Default Remedies. If either party fails to perform such party's obligations under this Agreement or the Service and Escrow Agreement (except as excused by the other party's default), the party claiming default will make written demand for performance. If (a) the defaulting party fails to pay any amount due hereunder within ten (10) days after receipt of written demand for such payment from the non-defaulting party; or (b) if the defaulting party fails to otherwise comply with or cure any non-monetary defaults identified in such written demand within thirty (30) days after receipt thereof, then and in either of such events, the non-defaulting party will have the option to (i) waive such default, (ii) to exercise any remedy available at law or in equity; or (iii) to terminate this Agreement, and on such termination, if applicable, the non-defaulting party will be entitled to the Earnest Money Deposit as liquidated damages arising from such default. The parties agree that the amount of actual damages which the non-defaulting party would suffer as a result of the default would be extremely difficult to determine and has agreed, after specific negotiation relating thereto, that the amount of the Earnest Money Deposit is a reasonable estimate of the non-defaulting party's damages and, at the option of the non-defaulting party, is intended to constitute a fixed amount of liquidated damages in lieu of other remedies available to the non-defaulting party and is not intended to constitute a penalty. On such termination and return or payment of the Earnest Money Deposit, if applicable, the parties will be discharged from any further obligations and liabilities under this Agreement.

13.1 No Transfer. In addition to the failure to comply with the terms of this Agreement or the Service and Escrow Agreement after the expiration of any applicable notice and cure periods, the parties expressly agree that it shall be an event of default by Buyer (without any notice and cure period) if Buyer dissolves, liquidates, merges or consolidates or if there is a material change in the management of the Buyer, without the prior written consent of the Seller, which consent may be granted or withheld in Seller's sole discretion; provided that notwithstanding the preceding, it is expressly agreed that the restrictions provided for in this Section 13.1 shall not apply to any transaction pursuant to which all of Buyer's rights and obligations hereunder are assigned to and assumed by a third party approved by Seller upon the termination of Buyer which shall occur on or before the 15th day of December, 2012, and the approval of such third party will not be unreasonably withheld provided that (a) Seller approves the creditworthiness of such assignee; (b) the identity of the assignee will not impose on Seller or Servicer any additional requirements, legal or otherwise; (c) the Service and Escrow Agreement will also be assigned to such assignee; and (d) Buyer and/or such assignee shall pay all costs and expenses incurred by Seller and/or Servicer in reviewing the proposed assignment and preparing the necessary documents to evidence such assignment, including reasonable attorney's fees incurred by Seller or Servicer; and provided further that if there is a material change in the management of the Buyer as the result of the death or disability of a manager, Buyer shall have a period of ninety days to designate a successor manager acceptable to the Seller.

13.2 Limit on Multiple Notices of Default. Notwithstanding the provisions hereinabove, it is expressly agreed that the defaulting party shall only be entitled to two (2)

notices of default and opportunity to cure with respect to defaults (exclusive of a default resulting from a change of ownership or control of Buyer, for which no notice and cure period is required) arising within any calendar year during the term of this Agreement. Accordingly, immediately upon the defaulting party's third (3rd) default within any calendar year, the non-defaulting party will be entitled (without notice and without any curative or grace period) to exercise such party's rights and remedies under this Agreement. It is further expressly acknowledged and agreed that Seller's rights and remedies upon Buyer's default under this Agreement shall include, without limitation, the right to terminate this Agreement and the Service and Escrow Agreement and upon such termination, Seller will be entitled to retain the Earnest Money Deposit as liquidated damages arising from such default.

13.3 Bankruptcy. Notwithstanding anything herein to the contrary, in the event a petition in bankruptcy is filed by or against Buyer, or in the event that Buyer makes an assignment for the benefit of creditors or otherwise attempts to take advantage of any insolvency proceeding, then this Agreement at the option of Seller will be deemed terminated, without notice, and Seller will be entitled to retain the Earnest Money Deposit as liquidated damages. The Buyer agrees that the amount of actual damages which the Seller would suffer as a result of the Buyer's bankruptcy or insolvency would be extremely difficult to determine and has agreed, after specific negotiation relating thereto, that the amount of the Earnest Money Deposit is a reasonable estimate of the Seller's damages and, at the option of the Seller, is intended to constitute a fixed amount of liquidated damages in lieu of other remedies available to the Seller and is not intended to constitute a penalty. On such termination and return or payment of the Earnest Money Deposit, if applicable, the parties will be discharged from any further obligations and liabilities under this Agreement.

14. Miscellaneous. It is further agreed as follows:

14.1 Time. Time is the essence of each provision of this Agreement.

14.2 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement will be in writing and will be deemed to have been given when delivered personally, by telefacsimile or electronic mail (with a confirming copy sent within one [1] business day by any other means described in this paragraph), to the party designated to receive such notice, or on the date following the day sent by a nationally recognized overnight courier, or on the third (3rd) business day after the same is sent by certified mail, return receipt requested, postage and charges prepaid, directed to the following addresses or to such other or additional addresses as any party might designate by written notice to each other party:

To the Seller

Tom Moran, Conservator
948 West Hefner Road
Oklahoma City, Oklahoma 73114
Telephone: (405) 753-9100
Telefacsimile: (405) 753-9397
Email: tmoran@coxinet.net

With Copy To: Phillips McFall McCaffrey McVay & Murrah, P.C.
One Leadership Square, 12th Floor
211 N. Robinson
Oklahoma City, Oklahoma 73102
Attention: Mel R. McVay
Sally A. Hasenfratz
Telephone: (405) 235-4100
Telefacsimile: (405) 235-4133
Email: mrmcvay@phillipsmcfall.com
sahasenfratz@phillipsmcfall.com

To the Buyer: Lorenzo Tonti Limited
c/o Acheron Capital Limited
The Court House
Efirstadt Court
Denmark Street,
Wokingham, Merks, UK

With Copy To: Lynch, Brewer, Hoffman & Fink, LLP
101 Federal Street
Boston, Massachusetts 02110
Attention: Edward (Ned) S. Brewer
Steven L. Schreckinger
Telephone: (617) 951-0800
Telefacsimile: (617) 951-0811
Email: nbrewer@lynchbrewer.com
sschreckinger@lynchbrewer.com

14.3 Survival. All representations and warranties of the parties contained in this Agreement will survive the closing of this transaction by two (2) years.

14.4 Brokerage Indemnification. The Buyer and Seller, each agree to indemnify and hold the other harmless from claims for commissions asserted by any person or entity as a result of dealings by or with Buyer or Seller, respectively, that were claimed to give rise to such commissions.

14.5 Entire Agreement. This instrument and the Service and Escrow agreement attached hereto as Exhibit "B" constitutes the entire agreement between the parties relating to the subject matter of this Agreement and there are no agreements, understandings, warranties or representations between the parties except as set forth herein.

14.6 Binding Effect. This Agreement will inure to the benefit of and bind the respective successors and permitted assigns of the parties.

14.7 Attorneys' Fees. If any party institutes an action against any other party relating to the provisions of this Agreement or any default hereunder, the unsuccessful party to such action will reimburse the successful party for the reasonable attorneys' fees, disbursements and other litigation expenses incurred by the successful party.

14.8 Severability. If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible that is legal, valid and enforceable.

14.9 Headings. The headings used in this Agreement are for ease in reference only and are not intended to affect the interpretation of this Agreement in any way.

14.10 Counterpart Execution. This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This document will not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to each other party to this Agreement.

14.11 Assignment. The rights of the parties under this Agreement cannot be assigned in whole or in part without the prior written consent of each nonassigning party.

14.12 Amendment. None of the provisions of this Agreement can be changed, waived, discharged or terminated, except by a document in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

14.13 Approvals. When approval by any party is required under this Agreement, such approval will not be unreasonably withheld, conditioned or delayed. Unless provision is made for a specific period of time, the period of time in which the right of approval will be exercised will be ten (10) days. If the party whose approval is requested neither approves nor disapproves a proposed action within the applicable period, the party will be deemed to have given approval. If a party disapproves any action proposed by any other party, such disapproval will not be effective unless the reason for such disapproval is stated in writing and provided to the party proposing the action.

14.14 No Waiver. No waiver of any action or default by any party will be implied from the failure or delay by the other party to take any action in respect of such action or default. No express waiver of any condition precedent or default will affect any other default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the performance of any provision of this Agreement will not be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any act or request by any party will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request. The partial exercise of any right or remedy under this Agreement will not preclude any other or further exercise

thereof or the exercise of any other right or remedy. No course of dealing between the parties will be deemed to amend the terms of the Agreement or to preclude any party from exercising the rights and remedies herein contained notwithstanding such course of dealing. The rights and remedies provided in this Agreement are cumulative and no right or remedy will be exclusive of any other, or of any other right or remedy at law or in equity which any party might otherwise have by virtue of a default under this Agreement and the exercise of any right or remedy by any party will not impair such party's standing to exercise any other right or remedy.

14.15 No Partnership. Nothing contained in this Agreement and no action by the parties taken as a result of or incident to this Agreement will be deemed or construed by the parties or by any third person to create the relationship, or a joint venture, or any association between or among any of the parties.

14.16 Fiduciary Status of Conservator. Notwithstanding anything herein or in the Service and Escrow Agreement to the contrary, it is expressly acknowledged and agreed that Tom Moran is executing all documents related hereto in his fiduciary capacity only and neither he nor any of his personal assets or business interests will have any liability hereunder or in connection with the transactions contemplated hereby, unless the OK District Court shall have determined that such Conservator has committed intentional fraud against the Buyer.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LORENZO TONTI LIMITED

By: _____

Name: _____

Title: _____

Paul I-T
PAUL I-T
INVESTMENT ADVISOR

(the "Buyer")

TOM MORAN of OKLAHOMA CITY,
OKLAHOMA, as CONSERVATOR for
ACCELERATED BENEFITS CORPORATION,
a Florida corporation

Tom Moran
Tom Moran, Conservator

(the "Seller")

List of Exhibits:

- Exhibit A - List of Policies
- Exhibit B - Service and Escrow Agreement
- Exhibit C - Large Policies
- Exhibit D - Consents, Approvals and Authorizations
- Exhibit E - Example Closing Statement
- Schedule 7.4 - Loans against the Policies and Exceptions to Title

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SERVICE AND ESCROW AGREEMENT

THIS SERVICE AND ESCROW AGREEMENT (the "Agreement") is made and entered into this 24 day of May, 2006, by and between LORENZO TONTI LIMITED, a corporation formed under the laws of Ireland (the "Buyer"); TOM MORAN of OKLAHOMA CITY, OKLAHOMA, as CONSERVATOR (the "Seller") for certain assets of ACCELERATED BENEFITS CORPORATION, a Florida corporation ("ABC"); and HTM CONSERVATOR, LLC, an Oklahoma limited liability company (the "Servicer").

RECITALS:

A. The Seller is the Conservator of certain assets (the "Conservator Assets") of ABC and its agents, including American Title Company of Orlando and David Piercefield under Case Number CJ-99-2500-66 (the "Conservatorship Proceeding") in the District Court of Oklahoma County, State of Oklahoma (the "OK District Court"), reference of which is hereto made for all purposes including the appointment of the Seller as Conservator of the Conservator Assets.

B. By that certain Option Purchase Agreement of even date herewith (the "OPA"), Seller agreed to sell and Buyer was granted an option to purchase the Assets, constituting the Policies and viator files described in the OPA. Incident to the OPA it was agreed that the parties would enter into this Agreement to set forth the terms upon which Servicer will manage the portfolio of Policies and viator files, collect the funds from Buyer necessary to service the Policies and distribute the proceeds thereof pursuant to the OPA to be approved by the OK District Court.

C. The Servicer was established by specific order of the OK District Court dated February 21, 2002 and was thereby granted authority to hold title to certain of the Conservatorship Assets. The Servicer's principal has expertise in the life insurance industry including the viatical and life settlement industry and the Servicer agrees to enter into this Agreement to continue to hold title to and manage the Policies, receive funds to pay premiums and distribute proceeds of such Policies and collect, account for and distribute Purchase Price under the OPA as more fully set forth herein upon terms and conditions hereof.

D. Unless otherwise defined herein, the capitalized terms used herein will have the meanings set forth in the OPA.

AGREEMENT:

In consideration of the mutual agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Seller, Buyer and Servicer agree as follows:

A. Condition Precedent. This Agreement and the OPA are expressly conditioned upon the approval of the OK District Court. If such approval by the OK District Court is not received on or before the 23rd day of June, 2006, then this Agreement and the OPA will be null and void. If such approval by the OK District Court is obtained, the Seller will provide Buyer with the Court Approval Notice and the closing of the OPA and this Agreement will occur within ten (10) Business days of Buyer's receipt of the Court Approval Notice.

1. Appointment and Term. The Buyer and Seller hereby engage Servicer as an independent contractor to provide the Policy Services, A&R Services, Investor Services, and B&T Services all as hereafter defined and such other services as herein provided (collectively, the "Services") for the term of this Agreement which will commence on the Closing Date and end on the date when all Investor Proceeds (as hereafter defined) are paid pursuant to the provisions of Paragraph 4.3.2 (the "Term").

2. Policy Services. During the Term of this Agreement, Servicer will provide on behalf of Buyer and Seller the following services (collectively, the "Policy Services"):

2.1 Insured Tracking. With respect to the insured under each Policy (each an "Insured" and collectively the "Insureds") Servicer will use reasonable efforts to monitor the health status and last known address of each Insured, in accordance with the following:

2.1.1 Physician Contact. On a periodic basis, not less frequently than annually, nor more frequently than allowed under applicable law, Servicer will contact the physician of each Insured for which a valid medical release is available to determine the health status of each such Insured.

2.1.2 Insured Contact. On a periodic basis, not less frequently than semi-annually, nor more frequently than allowed under applicable law, Servicer will contact each Insured or their respective nominee(s), if applicable, to determine (a) the last known address or other whereabouts of each such Insured; (b) the health status of each such Insured (including whether such Insured has qualified for any type of disability); and (c) whether such Insured has changed regular physicians and if so, the Servicer will use reasonable efforts to obtain the name and address of such new physician to be contacted by Servicer pursuant to Paragraph 2.1.1 above.

2.1.3 Inforce Illustrations. On a periodic basis, but not less frequently than once every two (2) years, the Servicer will use reasonable efforts to contact the insurance companies which issued certain of the Policies which constitute universal life and whole life insurance policies to verify: (a) the coverages and (b) the premiums with respect thereto, as are customarily verified via an inforce ledger illustration for each such respective Policy.

2.2 Disability Waiver. With respect to each Policy which contains a rider waiving the payment of premiums in the event of the disability of the Insured, the Servicer will use reasonable efforts to: (a) continue or renew existing waivers of premium payments for Policies in which the premiums are currently paid as a result of a disability rider; and (b) apply for and seek

the waiver of premiums for any Policy in which the Servicer has actual knowledge that the Insured thereof has hereafter become disabled.

2.3 Death Claim Management. With respect to each Policy in which the Insured is deceased or hereafter dies, the Servicer will use reasonable efforts to collect the Policy benefits in accordance with the following procedure: (a) upon actual knowledge or notification of death, the Servicer will obtain a certified copy of the Insured's death certificate or other appropriate evidence of death from the appropriate agency; and (b) the Servicer will promptly apply for all applicable death benefits under the Policy of such Insured by submitting the appropriate claim forms, monitoring the status of such claims and receiving the proceeds thereof.

2.4 Premium/Maturity Funds Management. As more fully set forth hereinbelow, the Servicer will (a) provide an annual budget of premiums payable under the Policies; (b) collect from the Buyer and deposit in the Premium Disbursement Account (as hereafter defined), on a monthly basis, in advance, the amount of the premiums due under the Policies for the succeeding month; (c) pay from the Premium Disbursement Account the premiums due under the Policies as and when due; (d) reconcile, on a monthly basis, the payments received from Buyer with those paid under the Policies; (e) collect and deposit in the Policy Maturity Account (as hereafter defined) the proceeds of the Policies upon the deaths of the Insureds thereof; and (f) distribute from the Policy Maturity Account the Policy proceeds strictly in accordance with the provisions of Paragraph 6 of the OPA and any order hereafter issued by the OK District Court.

2.5 Viator Files. The Servicer will maintain, with respect to each Policy certain records and files (each a "Viator File" and collectively, the "Viator Files") which will include to the extent possessed by Seller and received by Servicer: (a) the Policy; (b) all policy agreements between ABC and each Insured including without limitation, the applicable (i) contracts for sale and purchase of life insurance; (ii) notification to insurance carrier regarding viatical settlement; (iii) consent to transfer, waiver and release of claims; (iv) affidavit of viator; (v) special power of attorney; (vi) bill of sale; (vii) viator status notification agreement; (viii) nomination and authorization forms; (ix) physician directive; and (x) irrevocable consent to release medical records (collectively as applicable, the "Viator Agreements"); (c) all material correspondence and policy information received by Servicer from Seller (including ABC correspondence to the extent possessed by Seller) and/or the applicable insurance companies; (d) the information and records received by Servicer and hereafter collected by the Servicer pursuant to Paragraph 2.1 above with respect to the health status and whereabouts of each Insured; (e) the records applicable to each respective Policy to the extent possessed by or prepared by the Servicer, including without limitation, the inforce ledger illustrations and premium payment records.

2.6 Conveyance Duties. Upon the Conveyance Date, the Servicer will take the necessary acts (collectively, the "Conveyance Duties") to cause the unmaturing Large Policies and Remaining Policies, respectively, to be assigned, conveyed and transferred to Buyer. The Conveyance Duties will specifically include, without limitation: (a) completing the applicable assignment documents for the transfer of the applicable unmaturing Policies to Buyer; (b) using reasonable efforts to cause the conveyance of such applicable Policies to Buyer to be exclusive of the Excluded Assets, which Servicer will cause to be conveyed to or retained by Seller, or in the alternative, assisting in the preparation, execution and perfection of security agreements and

other applicable documents to perfect Seller's rights in and to such Excluded Assets under Paragraphs 3.3 and 3.4 of the OPA; (c) working with Buyer and Seller to properly complete and execute such assignment documents, as applicable; (d) transferring the applicable assignment documents to the life insurance companies, monitoring and verifying that the applicable conveyances have been completed; and (e) delivering to the Buyer the Viator Files with respect to the Policies assigned and conveyed to Buyer.

2.7 Interim Duties. During the Term of this Agreement, upon the prior written request of Buyer, Servicer will assist with the sale or surrender of certain of the Policies as may be requested by Buyer, provided that: (a) the insured of the Policies which Buyer desires to sell or surrender must have estimated life expectancies which extend at least one (1) year beyond the projected Conveyance Date as reasonably estimated by Seller or Servicer (the "Extended Life Expectancies"), which Extended Life Expectancies are verified at the sole cost of Buyer by any written reports of the medical experts or actuaries or other consultant approved by Servicer; and (b) all sales and/or surrender proceeds are treated as maturity proceeds and paid to Seller as part of the Purchase Price or distributed to Buyer as described in the OPA and Paragraph 3.2.1 below. In the event Buyer desires to sell or surrender Policies which the insured's thereof do not have Extended Life Expectancies proven in accordance with the criteria described in subparagraph (a) hereof; then if the Policies have face amounts of less than \$50,000 each (the "Deminimis Policies"), such Policies may be sold or surrendered only if agreed in writing by Seller and Servicer. Policies (other than those with insureds having Extended Life Expectancies and Deminimis Policies) may only be sold or surrendered upon Buyer's written request and the approval of the OK District Court in the Conservatorship Proceedings. In each case where a Policy is sold or surrendered in accordance with the provisions hereof, all proceeds thereof must be deposited, held and distributed as part of the maturity proceeds of the Policies. Also, during the Term of this Agreement, Buyer may suggest interest rate or credit hedging or modifying policy premiums, which suggestion will not be implemented unless approved by Seller and Servicer. In no event will Buyer be allowed to obtain premium financing or place a lien on any of the Policies prior to the Conveyance Date. The Servicer will be permitted to charge and the Buyer will pay for the Servicer's costs and expenses (including reasonable hourly rates of Servicer's employees) associated with the performance of the interim duties described herein which costs and expenses are not included within the Servicer's fees described in Paragraph 6.1 and Schedule 3 hereof.

3. Accounting and Reporting Services. During the Term of this Agreement, Servicer will to the extent that the Servicer receives the appropriate documentation, maintain full and adequate books and accounts and such other records as might be appropriate to reflect (a) the premium payments and maturity proceeds associated with the Policies; (b) the Buyer's obligations under Paragraph 4 of the OPA; and (c) the determination, adjustment and payment of the Purchase Price. Such accounting and reporting services (collectively, the "A&R Services") will be provided by Servicer to Buyer and Seller in accordance with the following:

3.1 Premium Accounting and Payments. During the Term of this Agreement, Servicer will, with respect to the premiums due under the Policies, perform the following accounting and payment services:

3.1.1 Premium Budgets. Servicer has provided the 2006 budget and Servicer will hereafter provide to Buyer and Seller, at least thirty (30) days prior to the end of each fiscal year, a budget (each a "Premium Budget") which reflects, on a monthly basis and for each fiscal year ending April 31, in the aggregate, the costs, expenses and reserves for the payment of the premiums due under the Policies and the costs, fees and expenses of Servicer hereunder. It is expressly agreed that Buyer and Seller approve the 2006 Premium Budget, which is attached hereto as Schedule "1".

3.1.2 Initial Proration and Deposit. Intentionally Omitted.

3.1.3 Monthly Invoices. Servicer has provided an initial monthly invoice and Servicer will hereafter provide to Buyer and Seller on or before the fifteenth (15th) day of each calendar month, an invoice (each a "Monthly Invoice") which reflects Buyer's obligations, payable in advance, for premiums due under the Policies for the succeeding month and the monthly amount of Buyer's Servicer Fees, as hereafter defined. It is expressly agreed that Buyer and Seller approve the initial Invoice due with respect to the premiums for the period commencing January 1, 2006 and through the Closing Date hereof, which is attached hereto as "Schedule 2". Buyer will pay to Servicer by wire transfer to be received in Servicer's account designated "Premium Disbursement Account" (as hereafter defined) on the Closing Date and thereafter on or before the 25th day of each calendar month during the Term of this Agreement, the amount reflected on the applicable Monthly Invoice (the "Buyer's Monthly Payment").

3.1.4. Monthly Payments of Premiums and Fees. Provided that Servicer receives the Buyer's Monthly Payment, the Servicer will utilize the Buyer's Monthly Payment to pay the premiums due under the Policies and the Buyer's Servicer Fees for the succeeding month. Notwithstanding anything hereunder, it is specifically agreed that the initial Monthly Invoice and thereafter each Monthly Invoice for the initial month of each succeeding calendar year will contain and Buyer will pay a reserve to be maintained in the Premium Reserve Account, which reserve will equal the sum of (a) the average Monthly Payment reflected on the applicable Premium Budget; plus (b) the average monthly Buyer's Servicer Fee (collectively, the Reserve). Provided that Buyer is not in default hereunder, any reserve held in the Premium Reserve Account in excess of the Reserve will be refunded or credited to Buyer annually at the beginning of each calendar year, as determined by Servicer.

3.1.5. Monthly Reconciliation and Variance. Along with each Monthly Invoice (after the initial Monthly Invoice), Servicer will provide to Buyer and Seller a reconciliation and itemization (the "Monthly Reconciliation") of (a) the Buyer's Monthly Payment with the actual amount Servicer paid for premiums due under the Policies and the Buyer's Servicer Fees; and (b) all Buyer's Extraordinary Expenses (as hereafter defined) incurred by Servicer, if any, with supporting documentation therefor which Buyer shall pay to Servicer in arrears. To the extent any Monthly Reconciliation reflects an additional obligation of Buyer, Buyer will remit the same to Servicer in arrears, along with the Buyer's Monthly Payment for the succeeding month. To the extent any Monthly Reconciliation reflects an overpayment by Buyer, Buyer will receive credit for such overpayment by such overpayment reducing the Buyer's Monthly Payment for the succeeding month. Each Monthly Reconciliation will contain Servicer's variance report which

identifies in reasonable detail any substantial variance of the actual costs and expenses with the applicable Premium Budget and Monthly Invoice.

3.2. Purchase Price Accounting and Payments. During the Term of this Agreement, Servicer will, with respect to the Purchase Price under the OPA, perform the following accounting and payment services:

3.2.1. Maturity Proceeds. Servicer will, with respect to each month subsequent to the receipt of proceeds of any Policy and thirty (30) days subsequent to the end of each calendar year thereafter, submit to Buyer and Seller a report (the "Maturity Proceeds Report") which identifies, in arrears, on a monthly and annual basis, as applicable: (a) the Policies which matured during the preceding month or year, as applicable, including the identity of the Insured and the face amount thereof; (b) the amount of proceeds received with respect to each such Policy, including, without limitation, whether any portion of the proceeds received was in excess of the face value of such Policy, seventy-five percent (75%) of which excess constitutes an Excluded Asset under Paragraphs 3.3 and 3.4 of the OPA; (c) whether each such matured Policy is designated as a Large Policy or a Remaining Policy under Paragraphs 6.2 and 6.4 of the OPA; (d) the amount of each such matured Policy which is (i) to be held for the benefit of Seller as an Excluded Asset or applied against the Purchase Price pursuant to the provisions of Paragraph 5 of the OPA and subsequently distributed to the ABC Investors as hereafter set forth; and (ii) to be paid to Buyer pursuant to the provisions of Paragraph 6 of the OPA, which payment shall be made by Servicer to Buyer from the Policy Maturity Account contemporaneously with the applicable Maturity Proceeds Report; and (e) the then cumulative proceeds of all matured Policies, together with the then cumulative amounts held for the benefit of Seller as Excluded Assets and as applied against the Purchase Price (and any adjustments thereto) and the then cumulative amount paid to Buyer.

3.2.2. 1-5 LE Policies and Payment. Intentionally omitted.

3.2.3. Monitor Purchase Price. During the Term of the Agreement, Servicer will periodically monitor (not less frequently than annually) its receipt and application on behalf of Seller of the Purchase Price payments by virtue of the maturity proceeds described in Paragraph 3.2.1 hereinabove, together with any necessary adjustments to such Purchase Price under Paragraph 6.5 of the OPA. In connection therewith, Servicer will periodically (not less frequently than semi-annually) review and revise Exhibit "A" and make any necessary adjustments to the Purchase Price under Paragraph 6.5 of the OPA. Any revisions to Exhibit "A" shall be dated and approved by Seller as reflected by Seller's execution of such revised Exhibit "A" and attached to the OPA. At such time as Servicer has received the entire Purchase Price, exclusive of the Earnest Money Deposit, Servicer will render an accounting (the "Purchase Price Accounting") reflecting, without limitation, (a) the cumulative amounts theretofore applied against the Purchase Price; and (b) all adjustments to the Purchase Price. The Buyer and Seller will thereafter have fifteen (15) days to review and comment to such Purchase Price Accounting (any objection shall specify the reasons therefor) and within fifteen (15) days thereafter, Servicer will render its final Purchase Price Accounting. Promptly, thereafter, Servicer will seek approval of the Purchase Price Accounting from the OK District Court, and upon receipt of approval thereof, the Servicer will proceed with its Conveyance Duties and materially comply with all

other requirements under the OPA applicable to the Conveyance Date, including without limitation causing the Earnest Money Deposit to be applied against the final payment of the Purchase Price, making all final payments to the ABC Investors and distributing all amounts heretofore held in the Servicer's accounts in accordance with this Agreement, the OPA and any applicable OK District Court orders.

4. ABC Investor Services. During the Term of this Agreement, Servicer will maintain the ABC Investor Files, as hereafter defined, and with respect to the amounts owed to the ABC Investors under the Conservatorship Proceeding, perform accounting and payment services (collectively the "ABC Investor Services"), as follows:

4.1 ABC Investor Files. The Servicer will maintain with respect to each ABC Investor certain records and files (each an "ABC Investor File" and collectively the "ABC Investor Files") which will include: (a) to the extent possessed by Seller and received by Servicer (i) the name and address of each ABC Investor; (ii) all investment agreements between ABC and each ABC Investor, and (b) to the extent provided to Servicer or as may be reasonably determined by Servicer, an accounting of (x) the cumulative amount invested by each ABC Investor and the dates of each investment, with such investment to include all amounts paid by each such ABC Investor to ABC and paid directly to the insurance companies as premium payments and the dates thereof (such amount, for each ABC Investor, the "ABCI Investment" and the aggregate amount for all ABC Investors, the "Cumulative ABCI Investments"); and (y) the amount of each ABCI Investment which was invested through the 5th day of February, 2002 (such amount for each ABC Investor, the "ABCI Pre-Conservatorship Investment" and the aggregate amount thereof for all ABC Investors, the "Cumulative Pre-Conservatorship Investments"). The Servicer will also maintain in each ABC Investor File all material correspondence and investor information received by Servicer from ABC, Seller and/or any applicable insurance company.

4.2 Investor Proceeds. Servicer will, within thirty (30) days after the end of each semi-annual period hereafter and along with the final Purchase Price Accounting, submit to Seller a report (the "Investor Proceeds Report") which identifies in arrears on a semi-annual and cumulative basis, as applicable (a) the amount of the Excluded Assets, net of the amount used by Seller to pay the "Seller's Servicer Fees" as hereafter defined, and the Policy proceeds applied against the Purchase Price which were received by Servicer during such preceding period and held for the benefit of Seller (collectively, the "Investor Proceeds"); and (b) the amount of the Investor Proceeds to be paid to the ABC Investors in accordance with the OK District Court orders, which payments shall, unless otherwise set forth herein, be made in arrears on a semi-annual basis by the Servicer from the Policy Maturity Account, and paid contemporaneously with the applicable Investor Proceeds Report.

4.3 Payments to ABC Investors. The Investor Proceeds shall be paid to the ABC Investors as hereafter set forth, the computation of which will be included in the Investor Proceeds Report, as follows:

4.3.1 Return of Post-Conservatorship Payments. Intentionally omitted.

4.3.2. Payment of Pre-Conservatorship Investments. All amounts of Investor Proceeds received hereunder, shall be paid to the ABC Investors on a pro rata basis. Accordingly, it is specifically agreed that each ABC Investor who made an ABCI Pre-Conservatorship Investment will be paid an amount equal to the product of (a) the remaining Investor Proceeds reflected on the applicable Investor Proceeds Report; times (b) a fraction, the numerator of which is the ABCI Pre-Conservatorship Investment and the denominator of which is the Cumulative Pre-Conservatorship Investments. At such time as all remaining Investor Proceeds have been received by Servicer and paid to the ABC Investors as set forth in this Paragraph 4.3.2 and the OK District Court has approved the Purchase Price Accounting, the Investor Proceeds Report and all other matters set forth herein have been approved and completed, then this Agreement shall be terminated and the ABC Investors will be deemed satisfied in full, the Conservator and the Servicer will be discharged and the Conservatorship Proceeding shall be completed and dismissed.

4.4 De minimis Payments. Notwithstanding the preceding, in the event that any Investor Proceeds Report reflects that the Investor Proceeds received during the preceding semi-annual period were less than Five Hundred Thousand Dollars (\$500,000) in the aggregate (the "De minimis Proceeds Amount"), then Servicer may elect to defer the payments to the ABC Investors described in Paragraph 4.3 above until the next succeeding Investor Proceeds Report reflects aggregate Investor Proceeds in excess of the De minimis Proceeds Amount. Further, notwithstanding the preceding, in the event any Investor Proceeds Report reflects a payment to be made to any ABC Investor of less than Ten Dollars (\$10.00) ("De minimis Investor Payment Amount"), then Servicer may elect to defer payments to each such ABC Investor until the next succeeding Investor Proceeds Report reflects aggregate Investor Proceeds payable to each such ABC Investor in excess of the De minimis Investor Payment Amount.

5. Bank Accounts and Tax Statements. During the Term of this Agreement, Servicer will maintain certain bank accounts and will provide certain tax statements (collectively, the "B&T Services") as follows:

5.1 Bank Accounts. Servicer may establish and separately maintain certain accounts, using Servicer's taxpayer identification number with financial institutions and under authorized signatories, as determined by Servicer. Servicer will make deposits, expenditures and reconciliations as provided herein or otherwise deemed appropriate by Servicer. Servicer has determined that the following accounts will initially be established:

5.1.1 Earnest Money Account. That certain account established by Servicer to hold the Earnest Money Deposit Pursuant to Paragraph 6.1 of the OPA.

5.1.2 Premium Refund Account. Intentionally omitted.

5.1.3 Premium Disbursement Account. That certain account in which the Buyer's Monthly Payments will be deposited and from which the premium payments and Buyer's Servicer Fees will be paid.

5.1.4 Policy Maturity Account. That certain Account in which the proceeds of the Policies will be deposited and paid to Buyer or held for the account of Seller and paid to the ABC Investors as set forth herein.

5.1.5 Reserve Account. That certain account in which the Reserves are held.

5.2 Tax Statements. It is expressly recognized and agreed that Servicer will rely on the advise of its accountants and tax counselors relative to the issuance of any and all tax statements.

6. Servicer Fees. In consideration of the Services provided herein by Servicer, Buyer and Seller will pay to Servicer the fees (collectively, the Servicer Fees") hereafter set forth:

6.1 Buyer's Servicer Fees. With respect to the period commencing January 1, 2006, and continuing thereafter throughout the Term of this Agreement, the Buyer will pay to Servicer the Buyer's Servicer Fees which will equal the sum of the "Monthly Base Fee"; plus the "Incentive Fee", as such amounts are defined and required to be paid as set forth on Schedule "3" attached hereto. In addition to the Buyer's Servicer Fees, Buyer will reimburse Servicer in arrears for the Extraordinary Expenses incurred by Servicer as provided in Paragraph 3.1.5 hereof. It is expressly agreed that Extraordinary Expenses will include, when agreed to in advance by the Buyer, which agreement will not be unreasonably withheld or delayed, the following: (a) any and all legal, accounting and professional fees and expenses arising out of the Policies, the OPA, this Agreement or the Services provided hereunder; (b) the costs and expenses of dealing with medical providers, including medical information release costs; (c) the costs and expense of medical underwriting; and (d) the costs and expenses of a skip tracer or similar service.

6.2 Seller's Servicer Fees. The Seller will pay to Servicer monthly, in arrears an amount equal to 100% of Servicer's actual costs directly related to the performance of the ABC Investor Services. Servicer will provide Seller with supporting documentation of all such actual costs. Seller will pay such Seller's Servicer Fees first from the proceeds of the Excluded Assets under Paragraph 3 of the OPA and next to the extent necessary, from the Option Payment received by Seller under the OPA and finally, to the extent necessary, from the proceeds received and applied against the Purchase Price.

7. Insurance and Indemnification. During the Term of this Agreement, Servicer will maintain in full force and effect certain insurance as hereafter set forth. Additionally, the parties agree to certain indemnifications as hereafter set forth.

7.1 Servicer's Insurance. Servicer will maintain or cause to be maintained, at its sole cost and expense: (a) all legally required insurance coverage relating to its employees, including but not limited to worker's compensation insurance and employer's liability insurance; (b) "all risks" protection on Servicer's personal property, including but not limited to fixtures, furnishings, and equipment; and (c) errors and omissions insurance covering all employees of Servicer performing the cash management functions or other duties in connection with this Agreement, with such coverage to be in an amount of not less than Two Million Dollars

(\$2,000,000). All such insurance will be in such amounts and with such insurers as Servicer may determine and reasonably approved by Buyer and Seller.

7.2 Indemnification. Buyer agrees to indemnify Seller and Servicer from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees and litigation expenses) relating to the sale of the Policies to Buyer under the OPA and the provision of Services under this Agreement. At the election of Seller and/or Servicer, Buyer will defend any action or proceeding against Seller and/or Servicer or reimburse such parties from and against any and all claims, losses, damages, liabilities, costs and expenses in conducting their own defense (including reasonable attorney's fees and litigation expenses). Notwithstanding the preceding, Buyer will not be required to indemnify Seller and/or Servicer from and against any damages suffered as a direct result of the gross negligence or willful misconduct of Seller and/or Servicer in connection with the sale of the Policies under the OPA and the provision of Services hereunder. Seller and/or Servicer, respectively, agree to indemnify and hold Buyer harmless from and against any and all claims, losses, damages, liabilities, costs and expenses (including reasonable attorney's fees and litigation expense) suffered as a direct result of their respective acts of gross negligence or willful misconduct. If any party becomes aware of a claim, cost, expense or facts which may result in a claim, cost or expense, which may be subject to indemnification hereunder, such party will promptly give written notice thereof to the other parties hereto. The indemnification under this paragraph will survive the termination of this Agreement.

8. Default; Remedies. If any party fails to perform such party's obligations under this Agreement or the OPA (except as excused by the other party's default), the party claiming default will make written demand for performance. If (a) the defaulting party fails to pay any amount due hereunder within ten (10) days after receipt of written demand for such payment from the non-defaulting party; or (b) if the defaulting party fails to otherwise comply with such written demand within thirty (30) days after receipt thereof, then and in either of such event, the non-defaulting party will have the option to waive such default, to exercise any remedy available at law or in equity or to terminate this Agreement and the OPA. It is expressly agreed that a default hereunder will constitute a default under the OPA, which will also entitle Buyer and Seller to exercise their respective rights and remedies thereunder.

8.1 No Transfer. In addition to the failure to comply with the terms of this Agreement or the OPA after the expiration of any applicable notice and cure periods, the parties expressly agree that it shall be an event of default by Buyer (without any notice and cure period) if Buyer dissolves, liquidates, merges or consolidates or if there is a material change in the management of the Buyer, without the prior written consent of the Seller, which consent may be granted or withheld in Seller's sole discretion; provided that notwithstanding the preceding, it is expressly agreed that the restrictions provided for in this Section 8.1 shall not apply to any transaction pursuant to which all of Buyer's rights and obligations hereunder are assigned to and assumed by a third party approved by Seller upon the termination of Buyer which shall occur on or before the 15th day of December, 2012, and the approval of such third party will not be unreasonably withheld provided that (a) Seller and Servicer approve the creditworthiness of such assignee; (b) the identity of the assignee will not impose on Seller or Servicer any additional requirements, legal or otherwise, (c) the Option Purchase Agreement will also be assigned to

such assignee; and (d) Buyer and/or such assignee shall pay all costs and expenses incurred by Seller and/or Servicer in reviewing the proposed assignment and preparing the necessary documents to evidence such assignment, including reasonable attorney's fees incurred by Seller or Servicer; and provided further that if there is a material change in the management of the Buyer as the result of the death or disability of a manager, Buyer shall have a period of ninety days to designate a successor manager acceptable to the Seller.

8.2 Limit on Multiple Notices of Default. Notwithstanding the provisions hereinabove, it is expressly agreed that the defaulting party shall only be entitled to two (2) notices and opportunity to cure with respect to defaults (exclusive of a default resulting from a change of ownership or control of Buyer, for which no notice and cure period is required) arising within any twelve (12) month period during the term of this Agreement. Accordingly, immediately upon the defaulting party's third (3rd) default within any twelve (12) month period, the non-defaulting party will be entitled (without notice and without any curative or grace period) to exercise their respective rights and remedies under this Agreement. It is further expressly acknowledged and agreed that Seller's rights and remedies upon Buyer's default under this Agreement shall include, without limitation, the right to terminate this Agreement and the OPA and upon such termination, Seller will be entitled to retain the Earnest Money Deposit as liquidated damages arising from such default.

9. OK District Court Proceedings. Seller and/or Servicer shall request and obtain as a prerequisite to the Closing Date and the Conveyance Date under the OPA and the execution and termination of this Agreement, the OK District Court's approval of this Agreement and the OPA and the obligations to be performed upon such dates. Further, it is expressly agreed that all actions with respect to this Agreement and the OPA shall be instituted in the Conservatorship Proceedings in the OK District Court and Oklahoma law shall apply without giving effect to the conflict of law principles thereof. By execution of this Agreement and the OPA, the parties irrevocably and unconditionally submit to the jurisdiction (both subject matter and personal) of such Conservatorship Proceedings with the OK District Court and irrevocably and unconditionally waive: (a) any objection any party might now or hereafter have to the venue in such OK District Court; (b) any claim that any action or proceeding brought in the OK District Court has been brought in an inconvenient forum; and (c) any objection or claim that the OK District Court lacks jurisdiction.

10. Miscellaneous. It is further agreed as follows:

10.1 Time. Time is the essence of each provision of this Agreement.

10.2 Notices. Any notice, demand or communication required or permitted to be given by any provision of this Agreement will be in writing and will be deemed to have been given when delivered personally, by telefacsimile or electronic mail (with a confirming copy sent within one [1] business day by any other means described in this paragraph), to the party designated to receive such notice, or on the date following the day sent by a nationally recognized overnight courier, or on the third (3rd) business day after the same is sent by certified mail, return receipt requested, postage and charges prepaid, directed to the following addresses

or to such other or additional addresses as any party might designate by written notice to each other party:

To the Seller Tom Moran, Conservator
948 West Hefner Road
Oklahoma City, OK 73114
Telephone: (405) 753-9100
Telefacsimile: (405) 753-9397
Email: tmoran@coxinet.net

To the Servicer: HTM Conservator, L.L.C.
c/o Tom Moran
948 West Hefner Road
Oklahoma City, OK 73114
Telephone: (405) 753-9100
Telefacsimile: (405) 753-9397
Email: tmoran@coxinet.net

With Copy To: Phillips McFall McCaffrey McVay & Murrah, P.C.
One Leadership Square, 12th Floor
211 N. Robinson
Oklahoma City, Oklahoma 73102
Attention: Mel R. McVay
Sally A. Hasenfratz
Telephone: (405) 235-4100
Telefacsimile: (405) 235-4133
Email: mrmcvay@phillipsmcfall.com
sahasenfratz@phillipsmcfall.com

To the Buyer: Lorenzo Tonti Limited
c/o Acheron Capital Limited
The Court House
Efrstadt Court
Denmark Street,
Wokingham, Merks, UK

With Copy To: Lynch, Brewer, Hoffman & Fink, LLP
101 Federal Street
Boston, Massachusetts 02110
Attention: Edward (Ned) S. Brewer
Steven L. Schreckinger
Telephone: (617) 951-0800
Telefacsimile: (617) 951-0811
Email: nbrewer@lynchbrewer.com
sschreckinger@lynchbrewer.com

10.3 Survival. All representations and warranties of the parties contained in this Agreement will survive the closing of this transaction by two (2) years.

10.4 Entire Agreement. This instrument and the OPA constitute the entire agreements between the parties relating to the subject matter hereof and there are no agreements, understandings, warranties or representations between the parties except as set forth herein.

10.5 Binding Effect. This Agreement will inure to the benefit of and bind the respective successors and permitted assigns of the parties.

10.6 Attorneys' Fees. If any party institutes an action against any other party relating to the provisions of this Agreement or any default hereunder, the unsuccessful party to such action will reimburse the successful party for the reasonable attorneys' fees, disbursements and other litigation expenses incurred by the successful party.

10.7 Severability. If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible that is legal, valid and enforceable.

10.8 Headings. The headings used in this Agreement are for ease in reference only and are not intended to affect the interpretation of this Agreement in any way.

10.9 Counterpart Execution. This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which will constitute a single document. This document will not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to each other party to this Agreement.

10.10 Assignment. Except as identified in Paragraph 8.1 hereof, the rights of the parties under this Agreement cannot be assigned in whole or in part without the prior written consent of each nonassigning party. Notwithstanding the preceding, it is expressly agreed that Servicer may retain an affiliate, Asset Servicing Group, LLC ("ASG") to perform some of the administrative services hereunder, provided that Servicer will not be released from its obligations hereunder and Servicer, will continue to hold the Policies hereunder until the Conveyance Date; provided further that Servicer may assign the Incentive Fees described in Schedule "3" to ASG.

10.11 Amendment. None of the provisions of this Agreement can be changed, waived, discharged or terminated, except by a document in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. Any amendment to this Agreement which does not reduce the amount to be received by the Seller or the Investors under this Agreement or the OPA may be made without the prior approval of the OK District Court.

10.12 Approvals. When approval by any party is required under this Agreement, such approval will not be unreasonably withheld, conditioned or delayed. Unless provision is made for a specific period of time, the period of time in which the right of approval will be exercised will be ten (10) days. If the party whose approval is requested neither approves nor disapproves a proposed action within the applicable period, the party will be deemed to have given approval. If a party disapproves any action proposed by any other party, such disapproval will not be effective unless the reason for such disapproval is stated in writing and provided to the party proposing the action.

10.13 No Waiver. No waiver of any action or default by any party will be implied from the failure or delay by the other party to take any action in respect of such action or default. No express waiver of any condition precedent or default will affect any other default or extend any period of time for performance other than as specified in such express waiver. One or more waivers of any default in the performance of any provision of this Agreement will not be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any act or request by any party will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request. The partial exercise of any right or remedy under this Agreement will not preclude any other or further exercise thereof or the exercise of any other right or remedy. No course of dealing between the parties will be deemed to amend the terms of the Agreement or to preclude any party from exercising the rights and remedies herein contained notwithstanding such course of dealing. The rights and remedies provided in this Agreement are cumulative and no right or remedy will be exclusive of any other, or of any other right or remedy at law or in equity which any party might otherwise have by virtue of a default under this Agreement and the exercise of any right or remedy by any party will not impair such party's standing to exercise any other right or remedy.

10.14 No Partnership. Nothing contained in this Agreement and no action by the parties taken as a result of or incident to this Agreement will be deemed or construed by the parties or by any third person to create the relationship, or a joint venture, or any association between or among any of the parties.

10.15 Fiduciary Status of Conservator and Servicer. Notwithstanding anything herein or in the OPA to the contrary, it is expressly acknowledged and agreed that Tom Moran as Conservator and as manager on behalf of Servicer is executing all documents related hereto in his fiduciary capacity only and neither he nor any of his personal assets or business interests will have any liability hereunder or in connection with the transactions contemplated hereby, unless the OK District Court shall have determined that such Conservator or Servicer, as applicable has committed intentional fraud against the Buyer.

10.16 Limitation of Servicer Liability. Notwithstanding anything in this Agreement or the OPA to the contrary, it is specifically recognized and agreed that Servicer's liabilities shall be limited as follows: (a) Servicer shall not be liable for any error of judgment made in good faith by a responsible party unless it shall be determined that Servicer has committed intentional fraud or has acted in gross negligence or with willful misconduct; (b) Servicer will not be responsible for any amount of expected or anticipated death benefits or other maturity proceeds under any Policy in the event that an issuing life insurance company denies such benefit or claim for any

reason whatsoever; (c) Servicer shall not be responsible or liable for the validity, perfection, priority, continuation or value of any death benefit or maturity proceeds, of any Policy, or any security interest or the value or collectibility of the same.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

LORENZO TONTI LIMITED

By: [Signature]
Name: PAUL J. TONTI
Title: INVESTMENT ADVISER

(the "Buyer")

TOM MORAN of OKLAHOMA CITY,
OKLAHOMA, as CONSERVATOR for
ACCELERATED BENEFITS CORPORATION,
a Florida corporation

[Signature]
Tom Moran, Conservator

(the "Seller")

HTM CONSERVATOR, LLC, an Oklahoma
limited liability company

By: [Signature]
Name: Tom Moran
Title: MEMBER

(the "Servicer")

List of Schedules:

- Schedule 1 - 2006 Premium Budget
- Schedule 2 - Initial Invoice (January through May, 2006)
- Schedule 3 - Buyer's Servicer Fees

00176849.DOC

SCHEDULE "1"

2006 Premium Budget

[Attached]

ABC Portfolio 2006 Annual Projections

Prepared: 12-1-06

Month	Projected Premiums
January	\$ 91,404.08
February	\$ 96,044.61
March	\$ 100,650.15
April	\$ 105,613.47
May	\$ 101,488.89
June	\$ 96,513.85
July	\$ 119,803.20
August	\$ 130,304.89
September	\$ 113,821.92
October	\$ 104,737.29
November	\$ 67,163.18
December	\$ 73,570.21
Total Projected Premiums	\$ 1,201,115.74
1.5% Increase *	\$ 18,016.74
Total Budgeted Premiums	\$ 1,219,132.48

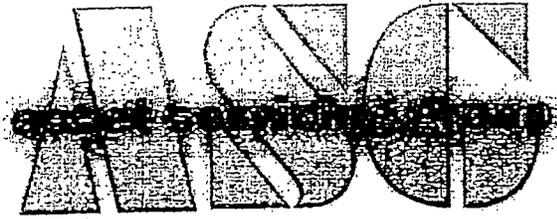
* A one and a half percent increase has been added to the Total Budgeted Premiums to cover Conversion premiums and reimbursements that may not be included in the projections.

Note: These premiums are projections only. Premiums are known to vary over time based on a number of factors.

SCHEDULE "2"

Initial Invoices

[Attached]



Florida Branch Office
2804 St. John's Bluff Rd S.
Jacksonville, FL 32246;
P.O. Box 3552
Ponte Vedra Bch, FL 32004
Ofc: (904) 645-5010
Fax: (904) 645-5686

December 15, 2005

H. Thomas Moran, Conservator
P. O. Box 14541
Oklahoma City, OK 73113

Reference: ABC Portfolio

Dear Mr. Moran,

Your January 2006 portfolio servicing fee, per the Service and Escrow Agreement, along with your January 2006 payment of Projected Monthly Premiums is due and payable on or before December 20, 2005. An itemized list is stated below:

January 2006 Portfolio Servicing Fee (per Service and Escrow Agreement)	\$ 39,160.08
January 2006 Monthly Premiums	\$ 91,404.58
TOTAL DUE FOR JANUARY 2006	\$130,564.66

Your timely remittance will ensure that premiums are paid in a timely manner and will protect the value of the portfolio.

Thank you for your prompt attention and cooperation.

Lisa A. Harrell, Manager

Specializing in Receiverships & Conservatorships for "Vertical and Life Settlement Companies"



Florida Branch Office
2804 St. John's Bluff Rd S.
Jacksonville, FL 32246;
P.O. Box 3552
Ponte Vedra Bch, FL 32004
Ofc: (904) 645-5010
Fax: (904) 645-5686

January 13, 2006

H. Thomas Moran, Conservator
P. O. Box 14541
Oklahoma City, OK 73113

Reference: ABC Portfolio

Dear Mr. Moran,

Your February 2006 portfolio servicing fee, per the Service and Escrow Agreement, along with your February 2006 payment of Projected Monthly Premiums is due and payable on or before January 20, 2006. An itemized list is stated below:

February 2006 Portfolio Servicing Fee (per Service and Escrow Agreement)	\$ 39,160.08
February 2006 Monthly Premiums	\$ 96,044.61
TOTAL DUE FOR FEBRUARY 2006	\$135,204.69

Your timely remittance will ensure that premiums are paid in a timely manner and will protect the value of the portfolio.

Thank you for your prompt attention and cooperation.

Lisa A. Harrell, Manager

"Specializing in Receiverships & Conservatorships for Vetical and Life Settlement Companies."



Florida Branch Office
2804 St. John's Bluff Rd S.
Jacksonville, FL 32246;
P.O. Box 3552
Ponte Vedra Bch, FL 32004
Ofc: (904) 645-5010
Fax: (904) 645-5686

February 10, 2006

H. Thomas Moran, Conservator
P. O. Box 14541
Oklahoma City, OK 73113

Reference: ABC Portfolio

Dear Mr. Moran,

Your March 2006 portfolio servicing fee, per the Service and Escrow Agreement, along with your March 2006 payment of Projected Monthly Premiums is due and payable on or before February 20, 2006. An itemized list is stated below:

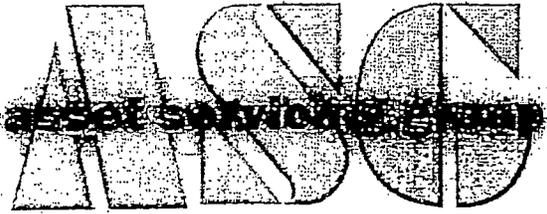
March 2006 Portfolio Servicing Fee (per Service and Escrow Agreement)	\$ 39,160.08
March 2006 Monthly Premiums	\$100,650.15
TOTAL DUE FOR MARCH 2006	\$139,810.23

Your timely remittance will ensure that premiums are paid in a timely manner and will protect the value of the portfolio.

Thank you for your prompt attention and cooperation.

Lisa A. Harrell, Manager

"Specializing in Receiverships & Conservatorships for Vertical and Life Settlement Companies."



Florida Branch Office
2804 St. John's Bluff Rd S.
Jacksonville, FL 32246;
P.O. Box 3552
Ponte Vedra Bch, FL 32004
Ofc: (904) 645-5010
Fax: (904) 645-5686

March 8, 2006

H. Thomas Moran, Conservator
P. O. Box 14541
Oklahoma City, OK 73113

Reference: ABC Portfolio

Dear Mr. Moran,

Your April 2006 portfolio servicing fee, per the Service and Escrow Agreement, along with your April 2006 payment of Projected Monthly Premiums is due and payable on or before March 20, 2006. An itemized list is stated below:

April 2006 Portfolio Servicing Fee (per Service and Escrow Agreement)	\$ 39,160.08
April 2006 Monthly Premiums	\$ 105,613.47
TOTAL DUE FOR APRIL 2006	\$144,773.55

Your timely remittance will ensure that premiums are paid in a timely manner and will protect the value of the portfolio.

Thank you for your prompt attention and cooperation.

Lisa A. Harrell, Manager

"Specializing in Receiverships & Conservatorships for Viatical and Life Settlement Companies."



Florida Branch Office
2804 St. John's Bluff Rd S.
Jacksonville, FL 32246;
P.O. Box 3552
Ponte Vedra Bch, FL 32004
Ofc: (904) 645-5010
Fax: (904) 645-5686

April 7, 2006

H. Thomas Moran, Conservator
P. O. Box 14541
Oklahoma City, OK 73113

Reference: ABC Portfolio

Dear Mr. Moran,

Your May 2006 portfolio servicing fee, per the Service and Escrow Agreement, along with your May 2006 payment of Projected Monthly Premiums is due and payable on or before April 20, 2006. An itemized list is stated below:

May 2006 Portfolio Servicing Fee (per Service and Escrow Agreement)	\$ 39,160.08
May 2006 Monthly Premiums	\$101,488.89
TOTAL DUE FOR MAY 2006	\$140,648.97

Your timely remittance will ensure that premiums are paid in a timely manner and will protect the value of the portfolio.

Thank you for your prompt attention and cooperation.

Lisa A. Harrell, Manager

"Specializing in Receiverships & Conservatorships for Viatical and Life Settlement Companies."



Corporate Headquarters
Executive Office
948 W. Hefner Road
Oklahoma City, OK 73114
Phone: 405.753.9100
Fax: 405.753.9397

Florida Branch Office
2804 St. John's Bluff Rd S.
Jacksonville, FL 32246
P.O. Box 3552
Ponte Vedra Beach, FL 32004
Phone: (904) 645-5010
Fax: (904) 645-5686

May 5, 2006

H. Thomas Moran, Conservator
P. O. Box 14541
Oklahoma City, OK 73113

Reference: Accelerated Benefits Portfolio

Dear Mr. Moran,

Your June portfolio servicing fee, per the Service and Escrow Agreement along with your June payment of Projected Monthly Premiums is due and payable on or before May 20, 2006. An itemized list is stated below:

June 2006 Portfolio Servicing Fee (per Service and Escrow Agreement)	\$39,160.08
June 2006 Projected Monthly Premiums	\$96,513.85
TOTAL DUE FOR JUNE 2006	\$135,673.93

Your timely remittance will ensure that premiums are paid in a timely manner and will protect the value of the portfolio.

Thank you for your prompt attention and cooperation.

Tom Russell, Accounting Manager

"Specializing in Receiverships and Conservatorships for Viatical and Life Settlement Companies."

SCHEDULE "3"

Buyer's Servicer Fees

With respect to the period commencing on January 1, 2006 and continuing thereafter throughout the Term of this Agreement, the Buyer's Servicer Fees under Paragraph 6.1 of the Agreement shall equal the "Monthly Base Fee"; plus the "Incentive Fee", as hereafter set forth.

1. Monthly Base Fee. The "Monthly Base Fee" with respect to each month during the Term of this Agreement commencing from and after January 1, 2006 will equal the product of (a) the number of Policies which remain in force and in which the Servicer has not received maturity proceeds with respect thereto; times (b) the "Base Rate" (as hereafter defined).

For the purpose of computing the Monthly Base Fee, the number of Policies shall initially be determined as of January 1, 2006 (it is agreed that there are 1,172 Policies as of January 1, 2006) and thereafter, the number of Policies shall be adjusted semi-annually as of the first day of each succeeding six (6) months period (each such July 1 and January 1, an "Adjustment Date"). The number of Policies deemed to be in effect on each Adjustment Date will be the number of Policies held by the Servicer for which maturity proceeds have not been received as of the 1st day of the month preceding each such Adjustment Date.

For the purposes of computing the Monthly Base Fee, the Base Rate for the period commencing January 1, 2006 and continuing thereafter through June 30, 2006 will equal the sum of Thirty-Two Dollars and 88/100 (\$32.88) and such Base Rate will be the "Initial Rate" hereunder. The Base Rate will thereafter be adjusted annually effective on each January 1 throughout the Term of this Agreement and such adjustment will be determined with reference to the Consumer Price Index, United States, All Urban Consumers, All Items (1967-100) ("CPI"), as published by the United States Department of Labor, Bureau of Labor Statistics (the "Index"). In determining each annual January 1 CPI adjustment, the "Beginning Index" shall be the Index published as of January, 2006 and the "Adjustment Index" shall be the Index published as of January, for each succeeding year during the Term of the Agreement. The Base Rate for each twelve (12) month period commencing with each January 1 Adjustment Date will equal the product of (i) the Initial Rate; times (ii) a fraction, the numerator of which is the Adjustment Index for the next preceding January and the denominator of which is the Beginning Index. In no case, however, should the Base Rate determined with respect to any Adjustment Date be less than the Base Rate determined with respect to any prior Adjustment Date. If the Index is hereafter revised or discontinued, the Servicer will select a similar index to be used thereafter. The Monthly Base Fee described herein will be paid by Buyer with respect to the period described hereinabove, monthly in advance as part of Buyer's Monthly Payment in accordance with the Monthly Invoices.

2. Incentive Fee. With respect to the period commencing on January 1, 2006 and continuing thereafter throughout the Term of this Agreement, the Incentive Fee will include the "Annual Incentive Fee" and the "Termination Fee", determined as follows:

2.1 Annual Incentive Fees. The "Annual Incentive Fee" with respect to each calendar year (or partial calendar year) during the Term of this Agreement will equal the product of (a) the Buyer's "Net Profits" (as hereafter defined) with respect to the preceding calendar year (or partial calendar year); times (b) the "Applicable Percent" (as hereafter defined). The Annual Incentive Fee described herein will be paid by Buyer with respect to the preceding calendar year (or partial calendar year) described hereinabove, in arrears, in accordance with an annual statement provided by Servicer to Buyer.

For purposes of computing the Annual Incentive Fee, the Buyer's "Net Profits" will equal, with respect to each preceding calendar year or partial calendar year, the portion of the maturity proceeds actually received by the Buyer, less the premiums, aggregate Monthly Base Fees and Extraordinary Expenses paid by Buyer with respect to such period.

For purposes of computing the Annual Incentive Fee, the Applicable Percent, will be as follows with respect to the corresponding portion of the Term of this Agreement.

<u>Term</u>	<u>5/1/05-12/31/06</u>	<u>1/1/07-12/31/08</u>	<u>1/1/09- Conveyance Date</u>
Applicable Percent	6%	7%	8%

2.2 Termination Fee. The "Termination Fee" will equal the product of (a) eight percent (8%); times (b) all rights, payments and proceeds with respect to all unmatured Policies received by Buyer on the Conveyance Date. The Termination Fee with respect to the unmatured Policies received by the Buyer on the Conveyance Date will be satisfied by the designation of the Servicer, or the Servicer's designated assignee, as an irrevocable beneficiary entitled to eight percent (8%) of all payments and proceeds received with respect to each of the unmatured Policies transferred to the Buyer on the Conveyance Date. In the event Buyer sells or otherwise transfers the Policies or the Buyer's interest herein (whether directly or indirectly), the Termination Fee will nevertheless be retained by Servicer with respect to the Policies or the proceeds thereof.

Notwithstanding anything in this Schedule "3" or the Agreement to the contrary, all Buyer's Servicer Fees will be paid by the Buyer, it being expressly agreed that the Incentive Fees payable hereunder will be paid from and/or charged to the portion of the payments and proceeds payable to Buyer under the Agreement and the OPA. In no event will any of the Buyer's Servicer Fees, including the Incentive Fees, be payable from or reduce the amount received by Seller or the Investors under the OPA or this Agreement. The Servicer's determination of Buyer's Service Fees hereunder will be binding and conclusive, absent manifest error.

EXHIBIT "C"

List of Large Policies

[Attached]

ABC Active Policies 12-27-5 revised.xls
Policies \$1 million +

Viator ID#	Last Name	First Name	Insurance Company	Policy Number	Face Amount
0835V	Cannon	Chapman	New York Life	41316292	\$ 1,000,000.00
8986V	Engler	Brien	Valley Forge Life Insurance Co.	VIAC007936	\$ 1,000,000.00
5162V	Keller	Barry	Principal Life	6000183	\$ 1,500,000.00
5549V	Ross	Menwyn	Old Republic	567872	\$ 1,000,000.00
					\$ 4,500,000.00

EXHIBIT "D"

Consents, Approvals and Authorizations

None

EXHIBIT "E"

Example Closing Statement
(December 27, 2005)

	<u>Debit</u>	<u>Credit</u>
Purchase Price (¶6).		\$38,050,000.00
Option Payment.	\$800,000.00	
Earnest Money.	<u>50,000.00</u>	
	<u>\$850,000.00</u>	
Seller's Share of Maturities (60%) after Cut-off Date of December 27, 2005 through May 11, 2006 that are applied against the Purchase Price.		(\$394,797.60)
Buyer's Share of Maturities (40%) After Cut-off Date of December 27, 2005 through May 11, 2006 that are paid to Buyer.	(\$263,198.40)	
Buyer's Share of policy proceeds above face amounts (25%) after the Cut-Off Date of December 27, 2005 through May 11, 2006 that are paid to Buyer.	(\$10,642.38)	
Adjusted Purchase Price.		<u>\$37,655,202.40</u>
Buyer assumes Premiums, Service Fees and Extraordinary Costs from and after January 1, 2006:		
January, 2006, Premiums and Service Fee	130,564.66	
February, 2006, Premiums and Service Fee	135,204.69	
March, 2006, Premiums and Service Fee	139,810.23	
April, 2006, Premiums and Service Fee	144,773.55	
May, 2006, Premiums and Service Fee	140,648.97	
June, 2006, Premiums and Service Fee	<u>135,673.93</u>	
Buyer's presently estimated net payment at Closing.	<u>\$1,402,835.25</u>	

SCHEDULE 7.4

Loans Against the Policies and Exceptions to Title

Schedule 7.4
Loans Against the Policies

Prepared: 5-1-06

Viator ID#	Insurance Company	Loan Amount	Loan Last Updated
6370V	CONSECO	\$7.00	
1484V	NORTHWESTERN MUTUAL	\$8.77	5/1/2006
1025V	Fort Dearborn Life Insurance Company	\$129.96	10/18/2005
8258V	TEXAS LIFE	\$302.34	10/9/2003
0315V-A	JOHN HANCOCK	\$788.70	
8010V	AMERICAN UNITED	\$8,072.80	1/4/2006

ABC Portfolio
Policies in "Legal"

Seller makes no representations about title to the following Policies.
Buyer will not be required to incur any costs or expense associated with correcting title to any of the following Policies.

Viator ID#	First Name	Last Name	Insurance Company	Policy Number	Face Amount
0408V	Roy	Alexander	LEGAL GENERAL	UK55330005	\$46,452.00
0106V	Jeremy	Griffey	CROWN LIFE	32898	\$56,000.00
0180V	Craig	Hogan	GOLDEN RULE	L52086753	\$100,000.00
6023V	Larry	Debolt	AETNA	65336319002	\$132,000.00
4544V	Milton	Varnalopoulos	AETNA	393566	\$52,000.00
3494V	Laurance	Randolph	METROPOLITAN LIFE	29055	\$121,800.00
5063V	Gregory	Renfro	AETNA	657242	\$14,806.00
5611V	David	Beauregard	LIBERTY LIFE OF BOSTON	SA381100425701	\$43,000.00
8029V	Frank	Fiolek	UNUM [KVI, a Division of Seabury]	95579	\$40,000.00