

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

**FILED IN THE DISTRICT COURT
OKLAHOMA COUNTY, OKLA.**

Oklahoma Department of Securities,)
ex rel. Irving L. Faught, Administrator,)
)
Plaintiff,)
)
vs.)
)
Accelerated Benefits Corporation, a Florida)
Corporation, *et al.*,)
)
Defendants.)

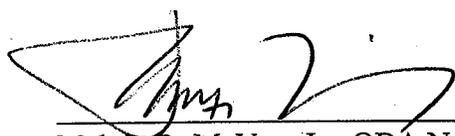
APR 20 2005
PATRICIA PRESLEY, COURT CLERK
by _____
Deputy

Case No. CJ-99-2500-66
Judge Daniel L. Owens

NOTICE OF HEARING

Please be advised that a hearing on Conservator's Notice of Default by Infinity Capital Services, Inc. and Termination of Infinity Purchase Contracts and Motion for Approval of Termination by Conservator of Infinity Purchase Contracts has been set for the 20th day of May, 2005, at 9:00 a.m., before the Honorable Judge Daniel L. Owens.

Respectfully submitted,



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ATTORNEYS FOR CONSERVATOR,
TOM MORAN

CERTIFICATE OF MAILING

The undersigned certifies that on the 20th day of April, 2005, a true and correct copy of the foregoing Notice of Hearing was mailed, first-class with postage prepaid, to:

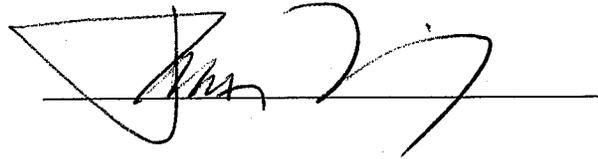
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A handwritten signature in black ink, appearing to read "John Benson", is written over a horizontal line. The signature is stylized and somewhat cursive.

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APR 20 2005

PATRICIA PRESLEY, CLERK
by _____ Deputy

Case No.: CJ-99-2500-66
Judge Daniel L. Owens

**CONSERVATOR'S NOTICE OF DEFAULT BY INFINITY
CAPITAL SERVICES, INC. AND TERMINATION OF INFINITY
PURCHASE CONTRACTS AND MOTION FOR APPROVAL OF
TERMINATION BY CONSERVATOR OF INFINITY PURCHASE CONTRACTS**

COMES NOW Tom Moran, Conservator of Certain Assets of Accelerated Benefits Corporation (the "Conservator") and hereby notifies the Court of the default by Infinity Capital Services, Inc. ("Infinity") under the Option Purchase Agreement (the "Infinity Option Purchase Agreement") and Service and Escrow Agreement (the "Infinity Service and Escrow Agreement") (collectively the "Infinity Purchase Contracts"), which became effective on March 17, 2003. The Conservator further notifies the Court of the termination of the Infinity Purchase Contracts and hereby respectfully moves the Court for approval of such termination. In support thereof, the Conservator would show the Court as follows:

1. This proceeding began as a fraud action commenced by the Oklahoma Department of Securities against Accelerated Benefits Corporation ("ABC") and its Oklahoma agents, who offered and sold Viatical Policies (as hereafter defined) to numerous investors on ABC's behalf.

2. On February 6, 2002, the Court entered its Order Appointing Conservator and Transferring Assets (the "Conservatorship Order"). See Exhibit "1," Order Appointing Conservator and Transferring Assets.

3. Under the Conservatorship Order, Tom Moran was appointed Conservator of certain assets of ABC and its agents, including American Title Company of Orlando and David Piercefield. The Conservatorship Order was agreed to by the parties and authorized the Conservator to:

take necessary steps to protect the ABC Investors' interests including, but not limited to, the liquidation or **sale of the Policies to institutional buyers . . .** (emphasis added)

See Exhibit "1," Order Appointing Conservator and Transferring Assets.

4. The Conservatorship assets consisted primarily of life insurance policies (the "Viatical Policies") with an aggregate face value in excess of \$140,000,000 on individuals who had been diagnosed with terminal illnesses, whose ownership and beneficiary interests were acquired by ABC in exchange for cash payments. Upon acquisition of the Viatical Policies, ABC solicited investments from various individual investors (the "ABC Investors"), who were promised significant returns on their investments by ABC, upon the maturity of the respective Viatical Policy to which they were matched. See Exhibit "2," Affidavit of H. Thomas Moran, ¶ 4.

5. In most cases, the insureds under the respective Viatical Policies (the "Viators") far outlived the projected life expectancies placed on them by ABC and insufficient funds were allocated by ABC for payment of future premiums. As a result, the Viatical Policies were in danger of lapsing, which would have resulted in the ABC Investors, many of whom were elderly and retired, losing their entire investments. See Exhibit "2," Affidavit of H. Thomas Moran, ¶ 5.

6. Pursuant to the directives of the Conservatorship Order, and as part of his duty to protect the interests of the ABC Investors, the Conservator sought offers to purchase the Viatical Policies from various institutional buyers. See Exhibit "2," Affidavit of H. Thomas Moran, ¶ 6.

7. On October 25, 2002, the Conservator filed his Motion for Order Approving Sale of Conservatorship Assets (the "Motion to Sell"). In the Motion to Sell, the Conservator presented offers from Infinity and various other proposed purchasers to the Court for consideration and approval. See Exhibit "2," Affidavit of H. Thomas Moran, ¶ 7.

8. On December 23, 2002, following hearings on the Motion to Sell, the Court granted the Motion to Sell and approved the sale of the Viatical Policies to Infinity. The Order Approving the Sale was entered by the Court on January 16, 2003, and subsequently modified by the Court on January 24, 2003 (the "Order Approving Sale"). See Exhibit "3," Order Modifying the Court's Order Approving Sale of Conservatorship Assets.

9. Following the Court's Order Approving Sale, the Conservator, HTM Conservator, LLC, a court approved entity created to hold title to the Viatical Policies, and Infinity negotiated the Infinity Purchase Contracts to evidence the terms of the approved sale. See Exhibit "2," Affidavit of H. Thomas Moran, ¶ 9.

10. On March 12, 2003, the Court approved the Infinity Purchase Contracts. The sale of the Viatical Policies closed on March 17, 2003.¹ See Exhibit "4," Option Purchase Agreement and Exhibit "5," Service and Escrow Agreement.

11. The Infinity Purchase Contracts required Infinity to pay (a) an aggregate of \$59,000,000 for the Viatical Policies (which represented the \$2,500,000 nonrefundable "Option Payment" and the \$56,500,000 "Purchase Price"); and (b) one hundred percent (100%) of all future premiums and servicing costs for the Viatical Policies. The aggregate payments under the Infinity Purchase Contracts were estimated to return to the ABC Investors approximately 55% of their initial

¹ On March 12, 2003, ABC filed an appeal of the District Court's order approving the sale of the Viatical Policies to Infinity. On July 20, 2004, the Court of Appeals affirmed the District Court's order approving the sale. On October 11, 2004, ABC filed a Petition for Certiorari seeking to have the Oklahoma Supreme Court review the decision

investments, and importantly, Infinity's payment of the premiums eliminated the need for the ABC Investors to make premium payments, and the Conservator to fund the premium shortfalls to keep the Viatical Policies in force. See Exhibit "2," Affidavit of H. Thomas Moran, ¶ 11.

12. Pursuant to the terms of the Infinity Purchase Contracts, Infinity paid to the Conservator at Closing the Option Payment of \$2,500,000.00. This Option Payment received by the Conservator was fully earned and non-refundable and represented approximately a year's worth of premium payments to be held by the Conservator to cover shortfalls in the event of a default by Infinity, or other termination of the Infinity Purchase Contracts. See Exhibit "2," Affidavit of H. Thomas Moran, ¶ 12.

13. The balance of the Purchase Price of \$56,500,000 under the Infinity Purchase Contracts was to be paid with an agreed percentage of the maturity proceeds from the Viatical Policies and the Earnest Money Deposit of \$200,000 which was paid at Closing. Under the Infinity Purchase Contracts, HTM Conservator, LLC was to hold and administer the Viatical Policies until the full payment of such Purchase Price was received by the Conservator, at which time, the remaining unmatured Viatical Policies were to be transferred to Infinity and only then would the Infinity Purchase Contracts be fully performed. See Exhibit "2," Affidavit of H. Thomas Moran, ¶ 13.

14. At the time of the execution of the Infinity Purchase Contracts, the stock in Infinity was owned by Scott E. Wolkhamer and Kelly Romp. Mr. Wolkhamer and Ms. Romp each owned one-half of the stock in Infinity. See Exhibit "2," Affidavit of H. Thomas Moran, ¶ 14.

of the Court of Appeals. On January 24, 2005, the Oklahoma Supreme Court denied ABC's Petition for Certiorari and mandate issued on February 4, 2005.

15. On or about June 23, 2003, Mr. Wolkhamer and Ms. Romp sold their stock in Infinity to ICFG, Ltd., which became the sole shareholder of Infinity. See Exhibit "2," Affidavit of H. Thomas Moran, ¶ 15.

16. On or about January 22, 2004, BGS World Capital Funding, LLC acquired all rights, title and interest in Infinity, which acquisition was affected through a foreclosure. See Exhibit "6," The Third Affidavit of Paul W. Verner, ¶ 1.

17. Between March, 2003, and October, 2004, Infinity tendered to the Conservator all sums due under the Infinity Purchase Contracts. Accordingly, the Investors have not had to pay any part of the policy premiums or servicing costs on the Viatical Policies since the closing of the sale. See Exhibit "2," Affidavit of H. Thomas Moran, ¶ 17.

18. Since the closing of the sale through October, 2004, the amount of the original Infinity Purchase Price remaining to be paid to the Conservator under the Infinity Purchase Contracts has been reduced from \$56,500,000 to approximately \$42 million dollars as a result of the Conservator's receipt of its share of the maturity proceeds of \$14,498,229.00. Accordingly, the Conservator has distributed payments of almost \$14.5 million to the ABC Investors. See Exhibit "2," Affidavit of H. Thomas Moran, ¶ 18.

19. Infinity failed to satisfy its November, 2004, and succeeding obligations under the terms of the Infinity Purchase Contracts by paying all sums due for premiums and servicing costs with respect to the Viatical Policies.² See Exhibit "2," Affidavit of H. Thomas Moran, ¶ 19.

20. The Conservator provided to Infinity written notice and demand that Infinity cure its defaults in accordance with the Infinity Purchase Contracts. See Exhibit "7," Letter from Tom Moran to Infinity Capital Services, Inc. dated October 21, 2004; Exhibit "8," Letter from Tom Moran

² A default initially occurred in October 2004, but was subsequently cured.

to Infinity Capital Services, Inc. dated November 8, 2004; Exhibit "9," Letter from Tom Moran to Infinity Capital Services, Inc. dated November 19, 2004; and, Exhibit "10," Letter from Tom Moran to Infinity Capital Services, Inc. dated November 23, 2004.

21. Despite notice and demand, Infinity failed to cure the defaults as required by the terms of the Infinity Purchase Agreement. See Exhibit "2," Affidavit of H. Thomas Moran, ¶ 21.

22. On November 30, 2004, the Conservator notified Infinity that the Conservator had exercised its option to terminate the Infinity Purchase Contracts as a result of Infinity's default which option was in accordance with the remedies expressly set forth under the Infinity Purchase Contracts. The Conservator reminded Infinity that jurisdiction of this matter, as also expressly set forth in the Infinity Purchase Contracts, was with this Court. However to date, Infinity has not filed any pleading with this Court regarding the termination of the Infinity Purchase Contracts. See Exhibit "11," Letter from Melvin R. McVay to Paul W. Verner dated November 30, 2004.

23. Since the Infinity default and through March, 2005, the Conservator has paid approximately \$798,373.95 to fund premiums and pay servicing costs with respect to the remaining Viatical Policies, which presently have an aggregate face value of approximately \$115 million dollars. Further, since Infinity's default and through March, 2005, the Conservator has received approximately \$544,500 of maturity proceeds from the Viatical Policies. In addition to the maturity proceeds actually received by the Conservator, as of April 1, 2005, there were approximately \$544,000 of pending maturities in which the insureds are deceased and claims upon the respective Viatical Policies are pending. See Exhibit "2," Affidavit of H. Thomas Moran, ¶ 23.

ARGUMENT

PROPOSITION: The Infinity Purchase Contracts Have Been Properly Terminated As A Result Of Infinity's Default.

Under the terms of the Infinity Purchase Contracts, Infinity is required to advance to the Conservator funds to pay premiums on the Viatical Policies, as well as reimburse HTM Conservator, LLC for servicing costs. Infinity defaulted under the terms of the Infinity Purchase Contracts as a result of its failure to advance sufficient funds to cover premium payments and servicing costs for the period of November, 2004, and thereafter.

The Infinity Option Purchase Agreement contains the following language:

13. Default Remedies. If either the Buyer or the Seller 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 the Buyer fails to comply with such written demand within thirty (30) days after receipt thereof, the Seller will have the option to** waive such default; to exercise any remedy available at law or in equity; or to **terminate this Agreement, and on such termination, the Seller will be entitled to retain the Earnest Money Deposit as liquidated damages arising from such default.** The Buyer agrees that the amount of actual damages which the Seller would suffer as a result of the Buyer's 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 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.

See Exhibit "5," Option Purchase Contract, ¶ 14 (emphasis added).

The Conservator provided notice of the default to Infinity as required by the terms of the Infinity Purchase Contracts. See Exhibits "7," "8," "9" and "10." Despite such notice and demand, Infinity failed to cure the default. As a result, the Conservator exercised its option to terminate the Infinity Purchase Contracts and accordingly, the Conservator (a) continues to hold the balance of the

Option Payment of \$2,500,000 (which was fully earned and non-refundable as of March, 2003), less the amounts thereof which have been used to fund premium payments and servicing costs for the remaining Viatical Policies since such default; (b) retains the \$200,000 Earnest Money Deposit as liquidated damages; and (c) continues to maintain the premium payments and receive the maturities from the remaining Viatical Policies. The Conservator believes that the termination of the Infinity Purchase Contracts was in the best interest of the ABC Investors and the Conservator should seek an alternate buyer for the remaining Viatical Policies or continue to hold and maintain the remaining Viatical Policies with the proceeds of the maturities and the remaining Option Payment and Earnest Money Deposit, as the Court may further direct.

Therefore, based upon the foregoing, the Conservator believes the Court should enter an order approving the termination of the Infinity Purchase Contracts.

WHEREFORE, premises considered, Conservator Tom Moran respectfully asks the Court to approve the termination of the Infinity Purchase Contracts.

Respectfully submitted,



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Thomas P. Manning, OBA No. 16117
Sally A. Hasenfratz, OBA No. 11853
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Facsimile: (405) 235-4133
ATTORNEYS FOR CONSERVATOR,
TOM MORAN

CERTIFICATE OF MAILING

The undersigned certifies that on the 20th day of April, 2005, a true and correct copy of the foregoing Application was sent postage prepaid by first-class mail, to:

Patricia A. Labarthe, Esq.
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Oklahoma Department of Securities)
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Accelerated Benefits Corporation, a Florida)
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Defendants.)

FEB - 7 2002

PATRICIA PRESLEY, COURT CLERK
By ~~DEPUTY~~

Case No. CJ-99-2500-66

ORDER APPOINTING CONSERVATOR AND TRANSFERRING ASSETS

This matter came on for hearing this 6th day of February, 2002, before the undersigned judge of the Oklahoma County District Court, State of Oklahoma, on the joint application of Plaintiff Oklahoma Department of Securities ("Department") and Defendant Accelerated Benefits Corporation ("ABC"), for this Order Appointing Conservator and Transferring Assets ("Conservatorship Order"). The Court, having reviewed all of the evidence offered, and being advised that the parties agree to the entry of this Conservatorship Order, finds that the following order should be entered in lieu of a judgment for restitution and in order to prevent potential irreparable loss, damage or injury to purchasers of interests in the right to receive the proceeds from the viatical and/or life settlement policies effectuated by ABC Purchase Request Agreements ("ABC Investors").

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Tom Moran of Oklahoma City, Oklahoma, ("Conservator") be and is hereby appointed Conservator of the following assets of ABC or its agents, including American Title Company of Orlando and David Piercefield ("Conservatorship Assets"):

EXHIBIT
tabbles
1

1. all life insurance policies owned or held beneficially, directly or indirectly, by or for the benefit of ABC and/or the ABC Investors, that were purchased from the date of inception of ABC through September 30, 2000 ("Policies");

2. all assets of ABC necessary to accomplish the objectives of the Conservatorship listed below including, but not limited to, computer hardware, databases, software, ABC Investor and viator files relating to the Policies, accounting and financial records pertaining to premium payments and receipt and distribution of proceeds on the Policies, any deposit of cash, bond or guarantee, filing cabinets, office supplies, the lease to office space at 105 East Robinson Street, Suite 320, Orlando, Florida 32801, and telephone systems;

3. all premium reserve accounts and bank accounts into which ABC Investor funds or proceeds from Policies have been deposited; and

4. the right to recoup from the proceeds of the Policies all funds advanced by ABC to finance the payment of premiums on the Policies.

IT IS FURTHER ORDERED that the Conservator is given directions and authority to accomplish the following:

1. to take custody, possession and control of the Conservatorship Assets as they are transferred to Conservator;

2. to manage all Conservatorship Assets pending further action by this Court including, but not limited to, the evaluation of the Policies, and to take the necessary steps to protect the ABC Investors' interests including, but not limited to, the liquidation or sale of the Policies to institutional buyers and the assessment to ABC Investors of future premium payments;

3. to receive and collect any and all sums of money due or owing on the Policies to ABC or its agents whether the same are due or shall hereinafter become due and payable;
4. to seek the return of any cash, bond or guarantee on deposit with any regulatory agency or other entity on behalf of ABC or its agents;
5. to make such payments and disbursements as may be necessary and advisable for the preservation of the Conservatorship Assets and as may be necessary and advisable in discharging his duties as Conservator including, but not limited to, the timely payment of all premiums for Policies that have not yet matured;
6. to monitor the viators of the Policies by tracking the location of the viators and periodically checking the health of the viators;
7. to receive notice of the death of viators, file death claims on the viators, and collect the proceeds paid on the Policies as such mature;
8. to disburse to each ABC Investor his proportionate share of the proceeds paid on matured Policies, which amount may be reduced by the total amount of any premium payments advanced by ABC or the Conservator on behalf of such ABC Investor;
9. to establish open communication with ABC Investors with proper disclosure of available options and consequences including, but not limited to, notice to ABC Investors of this Conservatorship Order within thirty (30) days of the entry of this Order;
10. to retain and employ attorneys, accountants, computer consultants and other persons as may be advisable or necessary to the exercise of the duties of the Conservator. Conservator may immediately retain or employ such persons, and compensate such persons, all subject to application to and approval by the Court;

11. to open and inspect any and all mail and/or deliveries if same relate to the existence, location, identity and/or collection, preservation, maintenance or operation of Conservatorship Assets, and to notify any insurance company or third party administrator and the United States Postal Service to effect the forward delivery of any mail related to the Conservatorship Assets to a mail depository under the control of the Conservator;

12. to institute, prosecute, defend, intervene in or become party to such actions or proceedings in any state court, federal court or United States bankruptcy court as may in the Conservator's opinion be necessary or proper for the protection, maintenance and preservation of the Conservatorship Assets, or the carrying out of the terms of this Conservatorship Order; and

13. to exercise those powers necessary to implement his conclusions with regard to disposition of this Conservatorship pursuant to the orders and directives of this Court.

IT IS FURTHER ORDERED that ABC and its agents, including American Title Company of Orlando and David Piercefield, shall immediately begin the process of transferring the ownership and beneficial rights to the Conservatorship Assets to the Conservator until all Conservatorship Assets have been transferred. The transfer process shall conclude within ninety (90) days of the execution of this Order. If for any reason any Conservatorship Asset has not been transferred on or before end of the ninety (90) day period, ABC and/or its agents, including American Title Company of Orlando and David Piercefield, shall provide a list to the Conservator of the Conservatorship Assets that have not been transferred and the reasons therefor.

IT IS FURTHER ORDERED that this order supercedes the order of this Court dated May 10, 2001, that prohibited the assessment or collection of future premium payments from ABC Investors.

IT IS FURTHER ORDERED that ABC pay and maintain all office expenses, salaries, and other costs of the Conservatorship until at least seventy-five percent (75%) of all Conservatorship Assets have been transferred to the Conservator.

IT IS FURTHER ORDERED that all persons and entities, including ABC, its subsidiaries, affiliates, officers, directors, agents, servants, employees, attorneys, and all persons acting on their behalf, under their direction and control, and/or in active concert or participation with them, and further including any banks or financial institutions, wherever chartered or located, life insurance companies, federal and state agencies, viators, viatical settlement providers, and viatical settlement brokers who receive actual notice of this Conservatorship Order, by personal service, facsimile transmission or otherwise, shall promptly deliver and surrender to the Conservator:

1. all Conservatorship Assets in the possession of or under the control of any one or more of them; and
2. all books and records of any kind pertaining to the Conservatorship Assets, to the ABC Investors, or to the viators whose lives are insured by the Policies.

IT IS FURTHER ORDERED that all persons and entities, including ABC, its subsidiaries, affiliates, officers, directors, agents, servants, employees, attorneys, and all persons acting on their behalf, under their direction and control, and/or in active concert or participation with them, and further including any banks or financial institutions, wherever chartered or located, life insurance companies, federal and state agencies, viators, viatical settlement providers, and viatical settlement brokers who receive actual notice of this Conservatorship Order, by personal service, facsimile transmission or otherwise, fully cooperate with and assist the Conservator and that they take no action, directly or indirectly, to hinder or obstruct the

Conservator in the conduct of his duties or to interfere in any manner, directly or indirectly, with the custody, possession or control exercised by said Conservator.

IT IS FURTHER ORDERED that the Conservator is authorized, without breaching the peace, to enter and secure any premises under the control of ABC or its agents, wherever located or situated, in order to take possession, custody or control of, or to identify the location or existence of, any Conservatorship Assets.

IT IS FURTHER ORDERED that the Conservator may apply to the Court for compensation, from time to time, in a reasonable sum to be determined by the Court and from such sources as approved by the Court and for reimbursement for reasonable expenses incurred in connection with his duties as Conservator. The fees and expenses of the Conservator shall have priority over any other claims made against ABC. The Conservator shall not be required to give any bond. The Oklahoma Department of Securities shall have the authority to seek removal of the Conservator for cause and upon approval of this Court.

IT IS FURTHER ORDERED that except by leave of Court during the pendency of this Conservatorship, all creditors and other persons seeking money, damages or other relief from ABC or its agents, including American Title Company of Orlando and David Piercefield, and all others acting on behalf of any such creditor or other persons, including sheriffs, marshals, and other officers and their deputies, and their respective attorneys, servants, agents, and employees, are hereby stayed and restrained from doing any act or thing whatsoever to interfere with ABC or its agents, including American Title Company of Orlando and David Piercefield, in the orderly transfer of the Conservatorship assets or the Conservator or to the possession of or management by the Conservator of the Conservatorship Assets, or to interfere in any manner during the pendency of this proceeding with the exclusive jurisdiction of this Court over ABC. This

Conservatorship Order shall not stay or restrain any pending or future action whatsoever by any government agency or any representative on behalf of any government.

IT IS FURTHER ORDERED that any Conservatorship Assets remaining at the conclusion of the Conservatorship shall be transferred to ABC.

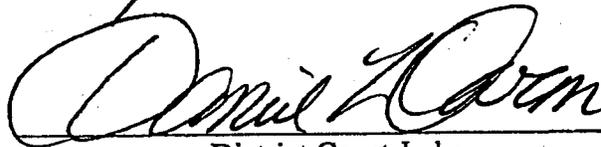
IT IS FURTHER ORDERED that ABC and its agents, including American Title Company of Orlando and David Piercefield, be held harmless from any and all liability, costs and damages arising in connection with each Conservatorship Asset after each such asset has been transferred to the Conservator.

IT IS FURTHER ORDERED that the Conservator be held harmless from any and all liability, costs and damages arising from acts of ABC and its agents, including American Title Company of Orlando and David Piercefield, before Conservatorship Assets have been transferred to the Conservator.

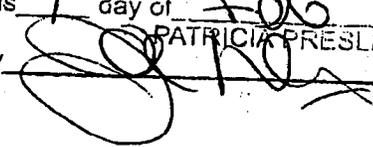
IT IS FURTHER ORDERED that the Conservator may rely on applicable exclusions or exemptions from registration under the Act in connection with the offer and/or sale of securities to institutional buyers in and/or from the state of Oklahoma.

IT IS FURTHER ORDERED that the Court shall retain jurisdiction over this matter and ABC for all purposes.

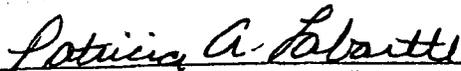
Dated this 6th day of February, 2002.



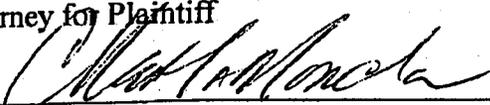
District Court Judge

I, PATRICIA PRESLEY, Court Clerk for Oklahoma County, Okla., hereby certify that the foregoing is a true, correct and complete copy of the instrument herewith set out as appears of record in the District Court Clerk's Office of Oklahoma County, Okla., this 7 day of Feb, 2002.
By  PATRICIA PRESLEY, Court Clerk Deputy

Approved as to form and substance:



Patricia A. Labarthe, OBA # 10391
Oklahoma Department of Securities
First National Center, Suite 860
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Oklahoma City, Oklahoma 73102
(405) 280-7700
Attorney for Plaintiff



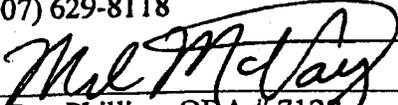
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David S. Piercefield

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faleibrock@phillipsmcfall.com
Attorneys for Conservator

acquired by ABC in exchange for cash payments. Upon acquisition of the Viatical Policies, ABC solicited investments from various individual investors (the "ABC Investors"), who were promised significant returns on their investments by ABC, upon the maturity of the respective Viatical Policy to which they were matched.

5. In most cases, the insureds under the respective Viatical Policies (the "Viators") far outlived the projected life expectancies placed on them by ABC and insufficient funds were allocated by ABC for payment of future premiums. As a result, the Viatical Policies were in danger of lapsing, which would have resulted in the ABC Investors, many of whom were elderly and retired, losing their entire investments.

6. Pursuant to the directives of the Conservatorship Order, and as part of my duty to protect the interests of the ABC Investors, I sought offers to purchase the Viatical Policies from various institutional buyers.

7. On October 25, 2002, I filed a Motion for Order Approving Sale of Conservatorship Assets (the "Motion to Sell"). In the Motion to Sell, I presented offers from Infinity and various other proposed purchasers to the Court for consideration and approval.

8. On December 23, 2002, following hearings on the Motion to Sell, the Court granted the Motion to Sell and approved the sale of the Viatical Policies to Infinity. The Order Approving the Sale was entered by the Court on January 16, 2003, and subsequently modified by the Court on January 24, 2003 (the "Order Approving Sale").

9. Following the Court's Order Approving Sale, the Conservator, HTM Conservator, LLC, a court approved entity created to hold title to the Viatical Policies, and Infinity negotiated the Infinity Purchase Contracts to evidence the terms of the approved sale.

10. On March 12, 2003, the Court approved the Infinity Purchase Contracts. The sale of the Viatical Policies closed on March 17, 2003.

11. The Infinity Purchase Contracts required Infinity to pay (a) an aggregate of \$59,000,000 for the Viatical Policies (which represented the \$2,500,000 nonrefundable "Option Payment" and the \$56,500,000 "Purchase Price"); and (b) one hundred percent (100%) of all future premiums and servicing costs for the Viatical Policies. The aggregate payments under the Infinity Purchase Contracts were estimated to return to the ABC Investors approximately 55% of their initial investments, and importantly, Infinity's payment of the premiums eliminated the need for the ABC Investors to make premium payments, and the Conservatorship to fund the premium shortfalls to keep the Viatical Policies in force.

12. Pursuant to the terms of the Infinity Purchase Contracts, Infinity paid to the Conservator at Closing the Option Payment of \$2,500,000.00. This Option Payment received by the Conservator was fully earned and non-refundable and represented approximately a year's worth of premium payments to be held by the Conservator to cover shortfalls in the event of a default by Infinity, or other termination of the Infinity Purchase Contracts.

13. The balance of the Purchase Price of \$56,500,000 under the Infinity Purchase Contracts was to be paid with an agreed percentage of the maturity proceeds from the Viatical Policies and the Earnest Money Deposit of \$200,000 which was paid at Closing. Under the Infinity Purchase Contracts, HTM Conservator, LLC was to hold and administer the Viatical Policies until the full payment of such Purchase Price was received by the Conservator, at which time, the remaining unmatured Viatical Policies were to be transferred to Infinity and only then would the Infinity Purchase Contracts be fully performed.

14. At the time of the execution of the Infinity Purchase Contracts, the stock in Infinity was owned by Scott Wolkhamer and Kelly Romp. Mr. Wolkhamer and Ms. Romp each owned one-half of the stock in Infinity.

15. On or about June 23, 2003, Mr. Wolkhamer and Ms. Romp sold their stock in Infinity to ICFG, Ltd., which became the sole shareholder of Infinity.

16. On or about January 22, 2004, BGS World Capital Funding, LLC acquired all rights, title and interest in Infinity, which acquisition was affected through a foreclosure.

17. Between March, 2003, and October, 2004, Infinity tendered to the Conservator all sums due under the Infinity Purchase Contracts. Accordingly, the Investors have not had to pay any part of the policy premiums or servicing costs on the Viatical Policies since the closing of the sale.

18. Since the closing of the sale, the amount of the original Infinity Purchase Price remaining to be paid to the Conservator under the Infinity Purchase Contracts has been reduced from \$56,500,000 to approximately \$42 million dollars as a result of the Conservator's receipt of its share of the maturity proceeds of \$14,498,229.00. Accordingly, the Conservator has distributed payments of almost \$14.5 million to the ABC Investors.

19. Infinity failed to satisfy its November, 2004, and succeeding obligations under the terms of the Infinity Purchase Contracts by paying all sums due for premiums and servicing costs with respect to the Viatical Policies.¹

20. I have provided to Infinity written notice and demand that Infinity cure its defaults in accordance with the Infinity Purchase Contracts.

21. Despite notice and demand, Infinity failed to cure the defaults as required by the terms of the Infinity Purchase Agreement.

¹ A default initially occurred in October 2004, but was subsequently cured.

22. On November 30, 2004, I notified Infinity that the Conservatorship had exercised its option to terminate the Infinity Purchase Contracts as a result of Infinity's default which option was in accordance with the remedies expressly set forth under the Infinity Purchase Contracts. The Conservator reminded Infinity that jurisdiction of this matter, as also expressly set forth in the Infinity Purchase Contracts, was with this Court. However to date, Infinity has not filed any pleading with this Court regarding the termination of the Infinity Purchase Contracts.

23. Since the Infinity default and through March, 2005, the Conservatorship has paid approximately \$798,373.95 to fund premiums and pay servicing costs with respect to the remaining Viatical Policies, which presently have an aggregate face value of approximately \$115 million dollars. Further, since Infinity's default and through March, 2005, the Conservator has received approximately \$544,500.00 in maturity proceeds from the Viatical Policies. In addition to the maturity proceeds actually received by the Conservator, as of April 1, 2005, there were approximately \$554,000 of pending maturities in which the insureds are deceased and claims upon the respective Viatical Policies are pending.

FURTHER, AFFIANT SAYETH NOT.


H. THOMAS MORAN

SUBSCRIBED AND SWORN TO before me this 12 day of April, 2005, by H. Thomas Moran.


Notary Public

My Commission No. NP031-03
Expires 12/15/06
[SEAL]

FILED IN THE DISTRICT COURT
OKLAHOMA COUNTY, OKLA.
IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

JAN 24 2003

Oklahoma Department of Securities
ex rel. Irving L. Faught, Administrator,

Plaintiff,

v.

Accelerated Benefits Corporation, a Florida
corporation, et al.,

Defendants.

PATRICIA PRESLEY, COURT CLERK
by _____
Deputy

Case No. CJ-99-2500
Judge Daniel L. Owens

ORDER MODIFYING THE COURT'S ORDER
APPROVING SALE OF CONSERVATORSHIP ASSETS

Pursuant to 12 O.S. §1031, the Court hereby modifies the Order Approving Sale of Conservatorship Assets filed herein on January 16, 2003 to read as follows:

This matter came on for hearing this 20th day of December, 2002 before the undersigned Judge of the District Court in and for Oklahoma County, State of Oklahoma, on Conservator's Motion for Order Approving Sale of Conservatorship Assets ("Conservator's Motion"). Conservator, Tom Moran, appeared in person and through counsel, Melvin R. McVay, Jr. and Thomas Manning of the law firm Phillips McFall McCaffrey McVay & Murrah, P.C. Defendants Accelerated Benefits Corporation and American Title Company of Orlando, appeared by and through counsel, Dino Viera and William Whitehill, Jr., of the law firm, Fellers, Snider, Blankenship, Bailey and Tippens, P.C. The Oklahoma Department of Securities, ex rel. Irving L. Faught, Administrator appeared by and through its attorney, Patricia A. Labarthe. Life Alliance, LLC appeared by and through its attorneys J. Angela Ables and Jeff L. Hartmann. Infinity Capital Services, Inc. appeared by and through its attorney Nabeel Hamameh. Investors, John C Hinkle and Wanda B Hinkle, appeared by and through their attorney Rebecca A Farris. Investor, Dr. Lawrence P. Deziel, appeared by and through his attorney, Robert A. Nance. Investors, Robert D. Stone and Larry W. Hanks, appeared by and through their attorneys James Slayton and Jon W. McLanahan.

EXHIBIT

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The Court, having reviewed all of the evidence offered, hearing argument of counsel, and being fully advised in the premises finds as follows:

- (a) The Conservator's Motion should be granted;
- (b) The offer of Infinity Capital Services, Inc., as modified by its letters of December 3, 2002 and December 12, 2002, which were admitted into evidence, should be approved;
- (c) That should the Conservator and Infinity Capital Services, Inc. be unable to consummate a purchase agreement, or should Infinity Capital Services, Inc. be unable to perform in any way, then the Court approves the offer Life Alliance, LLC, Option No. 2, as modified by its letter of December 10, 2002, which was admitted into evidence, and as further modified by representations of its counsel that title to the viatical policies will remain with the Conservatorship until all funds due the investors under the offer have been fully paid; and,
- (d) Policies which mature prior to the Court's approval of the motion to approve sale of Conservatorship assets should not be included in the sale.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:

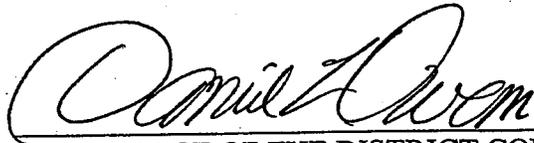
- (a) The Conservator's Motion is granted;
- (b) The offer of Infinity Capital Services, Inc., as modified by its letters of December 3, 2002 and December 12, 2002, which were admitted into evidence, is approved;
- (c) That should the Conservator and Infinity Capital Services, Inc. be unable to consummate a purchase agreement, or should Infinity Capital Services, Inc. be unable to perform in any way, then the offer of Life Alliance, LLC Option No. 2, is approved, as modified by its letter of December 10, 2002, which was admitted into evidence, and as further modified by representations of its counsel that title to the viatical policies will remain with the Conservatorship until all funds due the investors under the offer have been fully paid;

(d) Policies which matured prior to December 23, 2002, shall not be included in the sale; and,

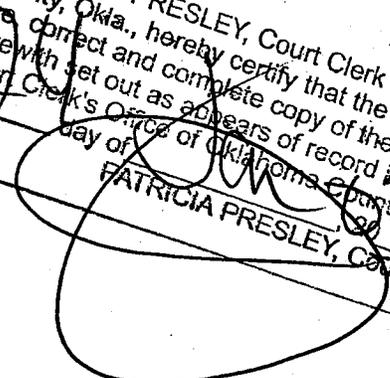
(e) Infinity Capital Services, Inc. shall deliver to the Conservator the amounts to be placed into escrow under the offer to purchase within 5 business days from the date of this order.

IT IS THEREFORE ORDERED ADJUDGED AND DECREED that pursuant to 12 O.S. §1031 the Court's Order Approving Sale of Conservatorship Assets is hereby modified as set forth above.

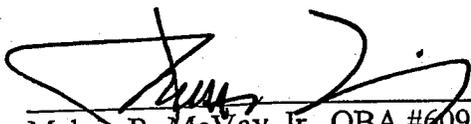
Dated this 24th day of January, 2003.



JUDGE OF THE DISTRICT COURT

I, PATRICIA PRESLEY, Court Clerk for Oklahoma County, Okla., hereby certify that the foregoing is a true, correct and complete copy of the instrument herewith set out as appears of record in the District Court Clerk's Office of Oklahoma County, Okla., this _____ day of _____, 2003.
By 
PATRICIA PRESLEY, Court Clerk Deputy

APPROVED:



Melvin R. McVay, Jr., OBA #6096
Thomas P. Manning, OBA #16117
PHILLIPS McFALL McCAFFREY
McVAY & MURRAH, P.C.
Twelfth Floor, One Leadership Square
211 N. Robinson
Oklahoma City, OK. 73102
Telephone: (405) 235-4100
Facsimile: (405) 235-4562
Attorneys for Conservator, Tom Moran

OPTION PURCHASE AGREEMENT

THIS OPTION PURCHASE AGREEMENT (the "Agreement") is made and entered into this 13th day of February, 2003, by and between INFINITY CAPITAL SERVICES, INC., a Michigan corporation (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, as more fully described in the Conservatorship Proceeding include certain 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. By specific order of the OK District Court dated January 16, 2003, the Conservator was directed to sell the Conservator Assets to one of two institutional investors, namely the Buyer or LifeAlliance, L.L.C., pursuant to terms and conditions generally described in and approved by the OK District Court's Order and the Conservator was further directed to distribute the proceeds thereof to the ABC Investors.

D. Buyer desires to acquire certain of the policies and related assets included in the Conservator Assets as more fully set forth herein upon terms and conditions hereof.

E. 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:



1. Grant and Exercise of Option. In consideration of the Option Payment of Two Million Five Hundred Thousand Dollars (\$2,500,000) 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 23, 2002 (the "Policy Cut-Off Date") and which have a face amount presently estimated to be One Hundred Forty One Million Dollars (\$141,000,000). 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. Further, any payments on and proceeds of the Policies received by Seller after the Policy Cut-Off Date, but with respect to those certain Policies which Seller had actual notice of the respective deaths of the Insureds thereof prior to the Policy Cut-Off Date, which Policies are identified on Exhibit "A-1" attached hereto, shall be retained by Seller and excluded from the Assets conveyed to Buyer.

3.2 ABC Investor Payments. Any payments received by the Seller, whether before or after the Closing Date, from the ABC Investors shall be excluded from the Assets to be conveyed to Buyer. Further, any payments received by the Seller from the ABC Investors which were used to pay premiums on the Policies for periods subsequent to the Policy Cut-Off Date shall be

prorated, reimbursed by Buyer to Seller under Paragraph 4 hereof and be deemed excluded from the Assets to be conveyed to Buyer.

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 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.

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 Interim Conveyance Date and Conveyance Date (as applicable and as defined in Paragraphs 5.3 and 5.5 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 Interim Conveyance Date and 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 accrued from and after the Policy Cut-Off Date 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 to the proration of premiums for Policies in which the premiums have been paid for periods subsequent to the Policy Cut-Off Date 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 three (3) business days after the complete execution of this Agreement and the Service and Escrow Agreement and the approval thereof by the OK District Court, 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 28th day of February, 2003, 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. 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 Interim Conveyance Date and the Conveyance Date, as applicable, have occurred.

6. Purchase Price. The purchase price for all of the Assets (the "Purchase Price") shall be the sum of Fifty-Six Million Five Hundred Thousand Dollars in United States currency (\$56,500,000). 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 Two Million Five Hundred Thousand Dollars (\$2,500,000) which Buyer will pay to Seller on or before the Closing Date under Paragraph 1 above as independent option consideration, Buyer will pay as earnest money, the additional amount of Two Hundred Thousand Dollars (\$200,000) which will be paid by Buyer to the Servicer by wire transfer on the Closing Date and such amount (\$200,000), 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. In partial payment of the Purchase Price, it is expressly agreed that the Buyer will have the option to purchase and pay to Seller on the "Interim Conveyance Date", as hereafter defined, an amount equal to the product of (a) thirty-five percent (35%); times

(b) the face amount of the "1-5 LE Policies", as hereafter defined which product will be the "1-5 LE Payment". The 1-5 LE Policies will be those certain Policies, exclusive of the Large Policies, which (a) are designated in a writing (the "LE Designation") provided by Buyer to Seller at any time during the twelve (12) month Buyer option period following the Closing Date; (b) are certified by two (2) of the five (5) underwriters identified on Exhibit "D" hereof (the "Approved Underwriters") as having insureds thereof with life expectancies between one (1) and five (5) years which life expectancies are determined as of the Closing Date and which certification is evidenced by such Approved Underwriters' certification and execution of the LE Designation; (c) have face amounts, in the aggregate, not exceeding the sum of Thirty-Five Million Dollars (\$35,000,000); and (d) have not matured prior to the Interim Conveyance Date. Upon Seller's receipt and approval of the LE Designation, the Servicer will prepare the appropriate assignment documents to cause the 1-5 LE Policies to be conveyed and transferred to Buyer. Upon the date (the "Interim Conveyance Date") in which (a) the Buyer and Seller have executed the assignment documents with respect to the 1-5 LE Policies; and (b) the Buyer has paid to Servicer on behalf of Seller the 1-5 LE Payment, which payment will be applied against the Purchase Price hereunder, then the Servicer will transmit the assignment documents to the insurance companies which issued the 1-5 LE Policies and deliver the viator files with respect to the 1-5 LE Policies to Buyer and thereafter the Seller will have no rights or obligations with respect to the 1-5 LE Policies (other than any rights which Seller may have under Paragraphs 3.3 and 3.4 hereof, which Seller expressly retains).

6.4 Remaining Policies. 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 and the 1-5 LE Policies subject to an approved LE Designation (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) seventy percent (70%); times (ii) the first Two Million Eight Hundred Fifty-Seven Thousand One Hundred Forty-Three Dollars (\$2,857,143) of the payments and proceeds received with respect to the Remaining Policies (not to exceed the respective face amounts thereof) during the Escrow Period; plus (b) the product of (x) sixty percent (60%); times (y) 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 \$141,000,000. 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 is greater than one hundred five percent (105%) of or less than ninety-five (95%) of the presently estimated face value of \$141,000,000, then the Purchase Price hereof will be adjusted to equal the product of (a) 41.85%; 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 Policies to be conveyed and transferred to 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 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 Service 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 Interim Conveyance Date and the Conveyance Date, as applicable, the following are and will be true and correct:

7.1 Authority. Subject to the approval 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 approval 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 Interim Operations. 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.

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 corporation duly organized, validly existing and in good standing under the laws of Michigan.

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 "E", no consents of, any governmental body, or any lenders, lessors, creditors, shareholders or others, is required on the part of the Buyer in connection with the valid execution and delivery of this Agreement or 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 Interim Conveyance Date and the Conveyance Date, respectively 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.

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.

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 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 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, 3.4 and 8.12.

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 the Buyer or the Seller 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 the Seller fails to comply with such written demand within thirty (30) days after receipt thereof, the Buyer will have the option to waive such default, to exercise any remedy available at law or in equity or to terminate this Agreement and, on such termination, the Earnest Money Deposit will be returned to the Buyer. If the Buyer fails to comply with such written demand within thirty (30) days after receipt thereof, the Seller will have the option to waive such default; to exercise any remedy available at law or in equity; or to terminate this Agreement, and on such termination, the Seller will be entitled to retain the Earnest Money Deposit as liquidated damages arising from such default. The Buyer agrees that the amount of actual damages which the Seller

would suffer as a result of the Buyer's 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 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.

13.1 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
3240 W. Britton Road
Oklahoma City, Oklahoma 73120
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: Infinity Capital Services, Inc.
800 N. Old Woodward Ave., Suite 102
Birmingham, MI 48009-3884
Attention: Scott Wolkhamer
Telephone: (248) 258-5658
Telefacsimile: (248) 203-6907
Email: oxfordinv@aol.com

With Copy To: Nabeel N. Hamameh, Esq.
800 N. Old Woodward Ave., Suite 102
Birmingham, MI 48009-3884
Telephone: (248) 258-5658
Telefacsimile: (248) 203-6907
Email: nmanamehesq@aol.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 parties mutually agree to indemnify and hold each other harmless from claims for commissions asserted by any party as a result of dealings claimed to give rise to such commissions.

14.5 Entire Agreement. This instrument 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

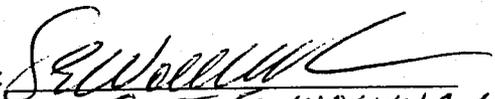
default under this Agreement and the exercise of any right or remedy by any party will not impair such party's standing to exercise any other right or remedy.

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.

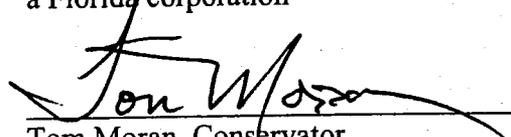
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

INFINITY CAPITAL SERVICES, INC.,
a Michigan corporation

By: 
Name: SCOTT E. WOLKHAMER
Title: PRESIDENT

(the "Buyer")

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


Tom Moran, Conservator

(the "Seller")

List of Exhibits:

- Exhibit A - List of Policies
- Exhibit A-1 Matured Policies (as Excluded Assets)
- Exhibit B - Service and Escrow Agreement
- Exhibit C - Large Policies
- Exhibit D - List of Underwriters
- Exhibit E - Consents, Approvals and Authorizations

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EXHIBIT "A"

List of Policies
(as of 12/23/02)

[Attached]

[to reflect face values and any known additions thereto]

February 14, 2003

ABC Portfolio

EXHIBIT A

EXHIBIT A		Insurance Company		Policy Number	Face Amount
Viator ID#	Last Name	First Name	Insurance Company	Policy Number	Face Amount
6310V	Abel	Robert	Primerica Insurance Company	411791409	\$100,000.00
4407V	Acevedo	Luis	American General Life Insurance Co. of New York	5008863480	\$46,013.00
6343V	Adams	Daryl	Valley Forge Life Insurance Company	1808434	\$50,000.00
7515V	Adams	John	Farmers New World Life Insurance Co.	4390281	\$100,000.00
4660V	Ainsworth	Sean	American Amicable Life Insurance Co. of Texas	001 235 623V	\$40,805.00
7799V	Albarado	Darryl	CGLIC	7036750	\$25,000.00
7029V	Albarado	Darryl	Jefferson-Pilot Life Insurance Co.	TP5015439	\$80,000.00
0997V	Alberding	John	Colonial Life & Accident	8102807840	\$10,000.00
0998V	Alberding	John	Colonial Life	8111150470	\$40,000.00
5084V	Aldecoa	Tony	Aetna Life Insurance Company	N39007330	\$43,000.00
4835V	Aldridge	Michael	Mutual of Omaha	DR-6472238	\$20,000.00
8569V	Alexander	Barry	U.S. Life Insurance Co. of NY	0948167L	\$23,581.81
6422V	Alexander	Barry	Preferred Life Insurance Company of New York	18540	\$25,000.00
6890V	Alexander	Glenn	The New York Life	AGL-1361	\$50,000.00
0911V	Alexander	James	National Travelers Life Co.	N00 768 068	\$50,000.00
0408V	Alexander	Roy	Legal General Assurance Society	UK55330005	\$46,452.00
7619V	Alfano	Steven	Prudential	62718491	\$50,000.00
7865V	Alicoa	Richard	Northwestern Mutual	13825927	\$100,000.00
7324V	Allernand	Troy	Lincoln National	104 244 710	\$25,000.00
8629V	Allers	Christopher	Allianz Life Ins. Company/Citicorp	08540 314	\$50,000.00
8633V	Allers	Christopher	United od Omaha	4262330	\$50,000.00
8631V	Allers	Christopher	All American Life Insurance Co.	9012000255	\$100,000.00
4492V	Allison	James	Old Line Life	2165607	\$80,000.00
6900V	Ambrose-Emundi	Thomas	Allstatal Life Insurance	779-672-182	\$100,000.00
6917V	Ambrose-Emundi	Thomas	Metropolitan Life	0094201 (501)	\$116,000.00
7864V	Amico	John	Philadelphia Life- CONSECO	60050690	\$25,000.00
21068V	Andersen	Lortann	American Family Life Ins. Co.	1397573-3	\$25,471.00
8796V	Anderson	Judson	Jefferson Pilot	VP0005222	\$25,000.00
8800V	Anderson	Judson	Jefferson Pilot	VP8682818	\$50,000.00
8798V	Anderson	Judson	Prudential	94 745 640	\$129,000.00
4877V	Andrews	Joseph	Central United Life Insurance	75 2061297	\$10,000.00
10202V	Andrews	Stanley	Philadelphia Life Insurance Company	5000010469	\$150,000.00
4581V	Anglea	Donald	State Farm Insurance Company	LF-1014-2429	\$61,925.86
5411V	Anglea	Donald	Metropolitan Life	973-205-488A	\$200,000.00
7807V	Artol	Bernard	FEGLI	CSA 8-096-593	\$88,000.00
7442V	Artol	Bernard	Metropolitan Life	977 112 390A	\$100,000.00
5197V	Armstrong	George	AmerUS Life Insurance Company	1609614	\$77,349.00
5398V	Arnold	Rolf	MONEY Life Insurance Company	1375-32-99	\$75,000.00

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ABC Portfolio

EXHIBIT A

851V	Arnold	Rolf	Life Ins. Co. of N. America	60014710	\$92,832.00
7158V	Arvizu	Zaragoza	Farmers New World Life	0055 308 95 P	\$75,000.00
8588V	Atkinson	La Tisha	Colonial Life & Accident	6035974100	\$44,445.00
7307V	Audette	Michael	Allmerica Financial Life Ins. Co.	L 396820	\$49,013.00
4777V	Austen	Edwin	Allianz/Citicorp	PCA 301	\$50,000.00
5338V	Auslin	James	National Guardian	471058	\$200,000.00
0509V	Avalo	Richard	Life Insurance Co. of Georgia	003 848 992	\$100,000.00
7601V	Axberg	Jeff	ING Life Insurance and Annuity Company	9G-1547736	\$34,627.00
0601V	Bachus	William	The Midland /Reassure America	T96350	\$300,000.00
7445V	Baker	Donald	Met Life/ Seabury & Smith	229063234	\$183,000.00
10052V	Baker	Phillip	Stonebridge Life	74L4722910	\$75,000.00
7813V	Ballam	Mark	John Hancock	66351305	\$110,051.92
21122V	Ballam	Mark	John Hancock	66351305	\$6,025.44
7026V	Bancori	Richard	Northwestern Mutual Life	9-958-586	\$89,744.00
7470V	Banning	Austin	American General Life Ins. Co.	A40012357L	\$150,000.00
7824V	Barakos	Keith	Commercial Union	002 697 38	\$85,000.00
1448V	Barakos	Keith	Cigna Group Insurance	M103520	\$120,000.00
0361V	Barao	Lawrence	Life Investors Insurance Co. of America	PXL5148633	\$140,000.00
7814V	Barber	Darlene	United of Omaha	DR-6385520	\$10,000.00
7902V	Barber	David	Life of Virginia	NO 2692369	\$50,000.00
7025V	Barnes	Peter	Security Life Insurance Co.	9106196	\$15,000.00
8851V	Barnes	Peter	Security Life Ins. Co. of America	75302	\$15,000.00
8154V	Barnes	Peter	Allianz	2510881	\$25,000.00
3797V	Barnes	Peter	Indianapolis Life	000 5015026	\$75,000.00
8258V	Barnes	Peter	Texas Life	825808	\$75,000.00
1280V	Barnes	Peter	Universal Guaranty	IC155801	\$80,000.00
0785V	Barnes	Peter	American Pioneer Life	14X315892	\$100,000.00
7929V	Barnum	Tim	Conseco	540332	\$145,000.00
1413V	Barton	Douglas	Fort Dearborn Life and Health Ins. company	110251608	\$50,000.00
1524V	Barton	Douglas	Group Life & Health Insurance Company	590895	\$50,000.00
5009V	Bates	Bruce	Manulife Financial (Manufacturers Life Insurance)	51 833 978 (GT97794)	\$38,000.00
3711V	Baugh	Andre	ING (Security Life)	1555579	\$300,000.00
3750V	Baugh	Andre	UNUM	368623-001	\$350,000.00
10075V	Bazinet	Robert	Hartford	LL1562219-32	\$16,078.00
0643V	Beane	Tony	Nationwide Insurance	L029591010	\$25,000.00
10502V	Beane	Tony	Allianz Life Co. of North America	2549061	\$25,000.00
5611V	Beauregard	David	Liberty Life Assurance Company of Boston	ISA3811-004257-01	\$43,000.00
4075V	Belcher	Gary	Jefferson Pilot	JP4352868	\$25,000.00
7030V	Benson	Robert	Continental General Ins. Co.	2775276	\$100,000.00
0362V	Benson	Robert	Prudential Insurance Co.	GO-14273	\$500,000.00

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ABC Portfolio

EXHIBIT A

20562V	Berlin	Ralph	WILLIAM PENN LIFE INSURANCE CO.	NYU0122070	\$375,000.00
9198V	Berrios	Felix	First Colony Life Insurance Company	5266906	\$200,000.00
0280V	Berry	Craig	Cigna	60017643	\$34,216.00
8379V	Bethart	Carlos	Allianz	16964517141	\$9,000.00
5686V	Bethart	Carlos	Trustmark Insurance Co.	AH9049	\$30,000.00
7068V	Bethart	Carlos	Metropolitan Life Insurance	982 9000 67A	\$31,000.00
11395V	Bevil	Timothy	FEGLI - POSTAL SERVICES	11028	\$67,000.00
0586V	Bezjian	John	Allstate Life	786-668-433	\$150,000.00
1015V	Bible	Kirby	United of Omaha	DR4297451	\$20,000.00
1013V	Bible	Kirby	Jackson National Life	001 030 599 0	\$160,000.00
10120V	Bideaux	Gary	Boston Mutual Life	Z19176	\$12,720.00
3700-2V	Blockton	Lander	MetLife	983 505 276 A	\$60,000.00
3700V	Blockton	Lander	MetLife Insurance Co.	983505278A	\$63,000.00
10229V	Bohlman	Daniel	Allianz Life	2538353	\$25,000.00
1436V	Bohlman	Daniel	Universal Guaranty	IG155994	\$50,000.00
4031V	Bomba	Edwin	Confederation Life Insurance Co.	GL22072	\$140,000.00
0070V	Boston	John	Aetna Life Insurance Co.	N3892252	\$10,000.00
0069V	Boston	John	Unum Life Insurance Co.	501470	\$202,000.00
6902V	Bowden	Terry	Colonial life & Accident Ins. Co.	6100588100	\$17,300.00
5187V	Bowers	Thomas	State Farm Insurance Company	LF-0983-2179	\$25,000.00
5185V	Bowers	Thomas	State Farm Life Insurance	7248466	\$50,000.00
5385V	Bowles	Joseph	Provident Life & Accident Insurance Co.	B3334719	\$10,000.00
6808V	Boylett	Richard	Aid Association for Lutherans	6375855	\$516,200.00
20947V	Boylett	Richard	Aid Association for Lutherans	6375855	\$19,765.00
20949V	Boykin	Stephen	New York Life	41-639-714	\$14,984.00
0581V	Boykin	Stephen	New York Life	llwlr0d41639714	\$50,000.00
10212V	Bradley	Bernard	Union Bankers Ins.	108114988	\$10,000.00
10194V	Bradley	Bernard	Allianz	2553121	\$25,000.00
3749V	Bradley	Bernard	Aetna/Delta Airlines	60110	\$34,992.00
3987V	Bradley	Bernard	Aetna/Delta Airlines	361458	\$210,000.00
4605V	Bradley	Paul	Ohio State Life Insurance Company	T1180951	\$50,000.00
7204V	Bradley	Paul	Nationwide Life Insurance	B110106000	\$50,000.00
8731V	Bradley	Paul	Allstate	64403146	\$75,000.00
7894V	Branan	Craig	UNUM Life Ins.Co. of America	7919	\$71,500.00
7863V	Branch	Deraux	Sun Life of Canada	20043485	\$62,000.00
1187V	Brier	Jeffrey	Ohio State Life Insurance Co.	T0893936	\$239,525.57
0949V	Brooks	Lane	UNUM Life Insurance Co. of America E&J Distributor	346358-001	\$22,000.00
4435V	Brooks	Stuart	Metropolitan Life	973003026UL	\$81,000.00
5591V	Brown	Carlton	IDS Insurance	909 0331 7010 3 004	\$58,750.00
7598V	Brown	David	Globe Life & Accident	00-C886969	\$10,000.00

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7361V	Brown	David	Allstate Life Insurance Company	64402465	\$100,000.00
5678V	Brown	Jeffrey	Hartford	DSL249175853	\$100,000.00
6270V	Brown	LeRoy	Life Investors Insurance CO. of America	JXP5236754	\$200,000.00
5933V	Brown	Michael	All American Life Insurance Co.	L1381232	\$80,000.00
21032V	Brown	Thomas	Mony Life Insurance Co of America	1348 34 29 Y	\$106,958.00
10049V	Bruce	Jolley	Transamerica Assurance Company	50423832	\$20,000.00
7618V	Brundage	David	Equitable Life Assur. Society of U.S.	402 393 27	\$2,000,000.00
7007V	Bryant	John	Provident	08D5197932	\$34,292.00
7141V	Bucciarelli	Anthony	State Farm Life Insurance	LF 13841080	\$50,000.00
0856V	Buonamano	Edward	FEGLI-OPMROC	021-38-0376	\$94,750.00
1055V	Buonamano	Edward	Met Life	1953 304 982 A	\$123,000.00
21123V	Buonamano	Edward	Met Life	953304982A	\$1,831.14
0491V	Burger	Ronnie	Prudential	A26985-G	\$74,000.00
1541V	Burke	Marin	MetLife	963-606-662-A	\$50,000.00
8950V	Burleson	Daryl	MetLife/Mellon Bank	983301357A	\$26,315.00
4339V	Burmaster	Robert	Transamerican Assurance Company	VTL70780197	\$60,000.00
6301V	Burns	Michael	Guarantee Reserve Life Insurance Company	4156172	\$11,000.00
6299V	Burns	Michael	North American Co. for Life & Hlth. Ins.	LW 0005 8895	\$100,000.00
4436V	Burns	Robert	Life Insurance Co. of North America	466191854A	\$25,000.00
1438V	Cabbell	James	MetLife Insurance Co.	945706278A	\$30,000.00
3589V	Calloway	Steven	Universal Guaranty	IC 153775	\$50,000.00
7150V	Calumn	William	New Era Life Insurance Company	236814	\$30,000.00
8482V	Calumn	William	Unum Life Ins. Co.	203996	\$30,000.00
8480V	Calumn	William	Transamerica Life companies	503 33 520	\$50,000.00
6342V	Camp	Alan	Guardian Life Insurance	301905	\$150,000.00
7882V	Campbell	Russell	Liberty National Life Insurance	A032273463	\$50,000.00
0429V	Cannon	Chapman	New York Life	44803480	\$300,000.00
0425V	Cannon	Chapman	New York Life	44776951	\$500,000.00
0835V	Cannon	Chapman	New York Life	41 316 292	\$1,272,688.00
20676V	Cannon	Chapman	New York Life	44776951A	\$12,019.00
20677V	Cannon	Chapman	New York Life	44803480a	\$3,631.00
20675V	Cannon	Chapman	New York Life	4136292A	\$124,988.00
21075V	Cannon	Chapman	New York Life	40913387a	\$30,658.00
0427V	Cannon	Chapman	New York Life	40913387	\$100,000.00
6269V	Cannon	Phillip	State Farm Life Insurance	1282-8064	\$25,000.00
1465V	Carballo-Diequez	Alex	Teachers Insurance & Annuity Association	2068	\$67,000.00
1469V	Carballo-Diequez	Alex	Long Island Savings Bank/SB Life Insurance Co.	63-G61	\$150,000.00
1652V	Carballo-Diequez	Alex	Liberty Life Assurance Company of Boston	SB3-831-92000001	\$150,000.00
9515V	Cardin	Virginia	United of Omaha	DR5346212	\$10,000.00
9519V	Cardin	Virginia	United of Omaha	DR6443148	\$10,000.00



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8646V	Cardin	Virginia	MelLife	98046	\$70,000.00
5923V	Carmichael	Wes	Cigna Group Insurance	2024602/	\$54,000.00
3669V	Carpenelo	Brian	United Services Life Insurance Company	00360409-5	\$20,000.00
4044V	Carrieri	Todd	Guarantee Life Insurance Co.	21832092	\$23,000.00
0308V	Carroll	David	Aetna Life	N3899277	\$99,000.00
9633V	Carter	John	Jackson National Life Ins. Co.	15105390	\$100,000.00
5067V	Cartus	Matthew	Connecticut General Life Insurance Company	525725	\$24,000.00
6121V	Caruso	Jeffery	Southwestern Life Insurance Company	1000025040	\$90,000.00
6907V	Caruso	Jeffrey	Protective Life Ins. Company	320532	\$100,000.00
7020V	Caruso	Michael	Primerica Life Insurance Company	0410 723 396	\$100,000.00
3674V	Cavender	Steven	Old Line Life	2113518	\$10,000.00
0472V	Chagnon	Michael	FEGLI/ ADMIN OFC. OF US COURTS	279664706	\$498,000.00
9002V	Chakraborty	Joydev	Prudential Insurance Co of America	68026215	\$50,000.00
9808V	Chambers	Patrick	Aetna	N39039750	\$150,000.00
5020V	Chapman	Todd	Monumental Life Insurance Company	IZ 4200691 /0000F	\$50,000.00
0351V	Chartrand	Ted	John Hancock Mutual Life	66870335	\$100,000.00
9763V	Chase	Stephen	Government Personnel Mutual	318560	\$50,000.00
4517V	Chatmon	Jeffery	Met Life	973105535 A	\$100,000.00
7638V	Chervony	Isaac	Jefferson Pilot	000 489 778 A	\$174,256.25
0891V	Chevette	Steven	Anchor National Life	AL203332	\$25,000.00
7411V	Chico	Gregory	Valley Forge (CNA)	1808518	\$65,000.00
8565V	Chidavaenzi	Lavy	Concord Heritage	L0671145	\$17,644.00
6798V	Chilwood	Gary	Medical Life Ins. co.	17926	\$142,000.00
4991V	Chrislian	Daniel	Great West	07T 231 7610	\$50,000.00
5055V	Christopher	James	CIGNA Group Insurance	2081523-01	\$133,000.00
1091V	Ciniero	Donald	Life Insurance Co. of Georgia	1274144	\$50,000.00
6176V	Ciniero	Donald	Southwestern Life Insurance Company	100 002 5042	\$70,000.00
5683V	Ciniero	Donald	Fortis Financial Group	T992670	\$75,000.00
6078V	Ciniero	Donald	Manhattan National Life Insurance Co	AA9518441	\$75,000.00
9611V	Ciniero	Donald	Commercial Union (CGU)	PT372939	\$80,000.00
1503V	Clack	Carl	United of Omaha	6+352470	\$30,000.00
20989V	Clark	Patrick	FEGLI	267922341	\$218,000.00
3849V	Clark	Tim	American Founders	1-0000033996-CSA	\$65,026.00
3852V	Clark	Timothy	Modern Woodmen of America	7021280	\$100,000.00
7732V	Clay	James	State Farm	LF 09736097	\$50,283.00
9303V	Cline	Paul	Met Life	94572	\$30,000.00
5321V	Clymer	Arnold	FEGLI	317-60-7188	\$43,000.00
7202V	Coates	Dwayne	Minnesola Mutual	2135766	\$50,000.00
5745V	Coates	Dwayne	Fortis Financial Group	W651032	\$54,000.00
7305V	Cocuzza	Peter	Primerica life Insurance Co.	420168010	\$150,000.00

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3771V	Cole	Sophie	Primerica Life Insurance Company	CM0000017926	\$25,000.00
8932V	Coleman	Garry	Melife	34707	\$51,000.00
10956V	Coleman	Lemeko	Travelers	4734046	\$100,000.00
0939V	Coleman	Leslie	Prudential	77325394	\$10,000.00
8279V	Collins	Danny	Melife	976 314 265 A	\$440,000.00
6276V	Collins	Robert	New York Life Insurance Company	43255873	\$25,000.00
6715V	Collins	Robert	Principal Mutual	3266622	\$50,000.00
20950V	Collins	Robert	New York Life	43255873A	\$5,537.00
6084V	Collins	William	Protectivo Life	C00545132	\$100,000.00
5928V	Colon	Wilfredo	MET Life Insurance Company	32900	\$173,000.00
11012V	Comeaux	Jules	Prudential	B5005656	\$112,905.00
3299V	Compton	Benjamin	Life Insurance Company of Georgia	1274143-5	\$50,000.00
9507V	Conn	Charles	Western & Southern Life Ins. Co	44357303	\$80,000.00
4358V	Cooke	Thomas	Aetna	G42250 NYL TO AETNA 721085 SEE NOTES	\$99,970.00
4360V	Cooke	Thomas	Jefferson Pilot	000 503 5766	\$114,000.00
20678V	Cooke	Thomas	Jefferson Pilot	0005035766A	\$12,000.00
5431V	Coop	James	American Amicable Life Insurance Company of Texas	8843480	\$30,000.00
9172V	Corbin	Michael	Consoco Life Insurance Company	230 009 9111	\$75,000.00
1005V	Cordoves	Bernardo	Jefferson Pilot	EXBM31937	\$100,000.00
5656V	Corea	Michael	Primerica Life Insurance Co.	411776724	\$150,000.00
1170V	Cornutt	Susan	Northwestern National Life	GL-4643-4	\$338,000.00
7036V	Cortez	Bo	American General Life & Accident	194395030	\$25,000.00
6702V	Costa	Jared	Equitable Variable Life Insurance	42608844	\$27,000.00
5225V	Cota	Edward	Southwestern Life Ins. Co	10009945630	\$238,150.00
3829V	Cottierman	John	Massachusetts Mutual	7630146	\$40,848.62
3404V	Cottierman	John	Banker's National Life	100605562	\$100,000.00
10012V	Cottrill	Robert	Great-West	4809767	\$32,000.00
1025V	Courtney	Wesley	Medical Life Insurance Co.	17332	\$18,000.00
9866V	Cowfrier	Kim	Pacific Life Insurance Company	026861800M	\$75,595.56
0766V	Cox	Raymond	Nationwide Life Insurance	LO31298640	\$75,000.00
4841V	Coxwell	Andrew	Old Line Life	2181460	\$100,000.00
9537V	Craig	Charles	Aetna Life Insurance Company	N39039650	\$40,000.00
5607V	Crain	Bradley	Principal Financial Group	3865590	\$203,947.00
4792V	Cravens	Barry	UNUM	LAL 129139	\$50,000.00
0974V	Crawford	Dan	Boston Mutual Life	Z68893	\$52,120.00
11620V	Cribiez	Robert	Lincoln Benefits Life Co.	100558785	\$60,000.00
9801V	Crimmlinger	Michael	State Farm Insurance	LF03202757	\$100,000.00
0400V	Quellar	David	New Era Life Insurance	232678	\$30,000.00
0640V	Cuevas	Hugo	Commonwealth Life Insurance Co.	PBC5253361	\$37,755.00
0902V	Cuevas	Hugo	Protective Life Insurance Co.	739024	\$45,000.00

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6599V	Culbertson	Key	BMA Insurance Company	4634006	\$25,000.00
4349V	Culliton	Phillip	United of Omaha	UA 7112902	\$100,000.00
3732V	Cummings	Mark	Life Investors Insurance Company of America	PXL3961707	\$400,000.00
7064V	Curran	Robert	Minnesola Mutual Life	27201-T	\$50,000.00
6985V	Daily	David	Connecticut General life Ins. Co	M103050	\$50,000.00
21124V	Dale	Kelvin	John Hancock	953304982A	\$2,823.50
3375V	Dale	Kelvin	John Hancock	62572301	\$25,698.74
1423V	Dalton	Robert	Met Life	968106534A	\$34,000.00
5670V	Daner	Inez	Gerber Life	V6975201	\$43,000.00
1155V	Darling	Bruce	MetLife	890 478 035 UL	\$51,267.34
9175V	Darling	Louis	Allstate Life	783021236	\$25,000.00
1074V	Daughtry	Bradley	Equitable Variable Life Insurance	34685476	\$27,000.00
8063V	Davis	Arnie	Johnson & Higgins	047 1447-16	\$40,000.00
8486V	Davis	Gavin	Allianz Life Company of North America	3256030	\$25,000.00
8485V	Davis	Gavin	Allianz	2695986	\$100,000.00
0592V	Davis	Jonathan	MetLife	972 901 850 LJM	\$138,000.00
8307V	Davis	Larry	American General Life Ins. Co.	A10013156L	\$50,000.00
8496V	Davis	Lester	Unum Life Insurance Co.	545823	\$48,435.00
10549V	Davis	Mark	SEtillers Life Insurance	1005736	\$30,000.00
0839V	Davis	Michael	Met Life - Linens -N-Things	1127036	\$207,000.00
0201V	Davis	Ronald	Mutual of Omaha	4208084	\$30,000.00
10577V	Day	Glen	Fegli U.S. Postal	459292225	\$146,000.00
0681V	Dean	Dennis	Prudential Insurance Co.	38638031	\$25,000.00
5906V	Dean	Rodney	ING Life Insurance and Annuity Company	G1410664	\$60,524.00
6023V	Debolt	Larry	Aetna Life Insurance	653363-19-002	\$132,000.00
0256V	DeFeo	William	Reliance Standard Life	RA0819194A	\$81,540.00
0325V	DeLao	Henry	MetLife	904 808274PR	\$100,000.00
7371V	DeLeon	Reynard	MetLife	987 606 349A	\$123,000.00
6795V	DeLery	Peter	SBLI Mutual Life Ins. Co. of New York	24-071850	\$100,000.00
1610V	DeMaria	Anthony	Franklin Life Insurance Co.	5582597	\$56,522.00
1611V	DeMaria	Anthony	Franklin Life Insurance Co.	5582596	\$100,000.00
9166V	Denney	Bradley	Fortis Financial Group	W651637	\$65,000.00
9804V	DeRogatis	Gabe	American United Life Ins. Co.	161575423	\$13,758.81
8010V	DeRogatis	Gabe	American United Life Ins.	161 794 950	\$490,000.00
1281V	DeWitler	Patrick	Universal Guaranty	IC155557	\$80,000.00
4236V	Dewberry	Brian	Primerica Life Insurance Co.	430063704	\$150,000.00
5951V	Diaz	Billy	Old Line Life	I2047242L	\$50,000.00
0612V	Diaz	Luis	American Amicable Life Ins. Co. of Texas	001315929 V	\$18,897.59
7681V	Dickerson	Chester	MONY Life Insurance Company	139 797 85CF	\$41,230.00
7003V	Dickerson	William	Columbia Universal Life Ins. Co	46099	\$75,000.00

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8271V	Dickerson	William	CNA	VIFB011929	\$500,000.00
5260V	Dill	Barry	Old Line Life	1520783	\$50,000.00
5263V	Dill	Barry	Old Line Life	1448411	\$50,000.00
3287V	Dillon	Paul	Federal Home Life	2406352788	\$100,000.00
6360V	Dittel	Mark	American Family Life Insurance Co.	1443264-4	\$35,000.00
5012V	Dixon	Winford	Pacificare life and health	LC-10095	\$20,000.00
4367V	Dobbins	Laura	Provident Life & Accident	3558467-G	\$63,000.00
9697V	Doby	Jean	FEGLI	422664892	\$194,000.00
1205V	Doctolero	James	Prudential Insurance Co.	67063634	\$14,250.00
6958V	Dominick	Barry	Aetna Life & Casualty	N3896850	\$33,000.00
4663V	Dominick	Barry	Met Life/Johnson & Higgins/Grke-Van Orsdel	98005	\$33,005.29
7096V	Donovan	Terrence	Phoenix Life Ins. Company	2761614	\$263,000.00
9677V	Doubleday	Owen	Sun Life of Canada	20048556	\$62,000.00
5285V	Downing	Daniel	American Insurance Administrators	A-900011	\$32,500.00
7516V	Drake	Gregory	New York Life	38300844	\$200,000.00
0562V	Drummond	Philip	Old Line Life Insurance Co.	1939493	\$100,000.00
1428V	Duarte	Jorge	Primerica Life Insurance Co.	421914927	\$90,000.00
0603V	Duffy	James	John Hancock Mutual Life	66547544	\$102,886.47
6094V	Dunadaway	Cyndee	State Farm Life Insurance	LF-1314-4291	\$10,000.00
6094V-A	Dunadaway	Cyndee	STATE FARM INSURANCE	LF 1823 4858	\$10,000.00
0348V	Dumas	Christopher	Aetna Life 1-877-665-6733	N38978510	\$183,000.00
4905V	Dunable	Danny	Medife Insurance Company	953 206 321 A	\$33,005.29
5061V	Dustlin	James	Allianz Life Insurance of North America	3300507	\$20,000.00
20951V	Eck	Robert	Equitable	87045601A	\$18,181.00
0490V	Eck	Robert	Equitable	87045601-RE	\$100,000.00
0575V	Edmonds	Jack	United Services Insurance Co.	00678645-9	\$25,000.00
0576V	Edmonds	Jack	Life Insurance Co. of Georgia	1272355	\$50,000.00
6074V	Edmonds	Jack	Fortis Financial Group	606303-AL	\$75,000.00
3648V	Edwards	George	New York Life Insurance Co.	38227832	\$50,000.00
21125V	Edwards	George	New York Life Insurance Co.	62572301	\$50,000.00
9722V	Elam	Michael	Allianz	254662000	\$1,687.62
9992V	Eldridge	Patrick	LIFE INS. CO. OF NORTH AMERICA	60015111	\$25,000.00
21126V	Eli	Russell	New York Life Insurance Co.	38227832	\$131,500.00
1430V	Eli	Russell	New York Life Insurance Co.	38235650	\$4,673.11
7890V	Elijah	Roy	First Colony Life Ins. Co.	5205602	\$200,000.00
9044V	Ellicott	Joseph	Fortis Financial Group	T979633	\$50,000.00
1029V	Ellicott	Joseph	Jefferson Pilot	TP4335855	\$11,000.00
3629V	Ellicott	Joseph	Jefferson-Pilot Life Insurance Co.	TP4353554	\$80,000.00
4504V	Ellicott	Joseph	SAFECO Life Insurance Co.	AA 06 913 83	\$80,000.00
6860V	Ellicott	Joseph	Life of Virginia	2676482	\$85,000.00



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1023V	Ellicott	Joseph	Pan American Assurance Company	1298-2970	\$90,000.00
1022V	Ellicott	Joseph	Fortis Financial Group	T979633	\$291,000.00
0158V-2	Embler	Mark	Equitable Variable Life Insurance Co.	37-605-209	\$10,000.00
0158V-5	Embler	Mark	Equitable Variable Life Insurance Company	37-605-209	\$10,000.00
0158V-3	Embler	Mark	Equitable Variable Life Insurance Company	37-605-209	\$10,000.00
0158V-4	Embler	Mark	Equitable Variable Life Insurance Company	37-605-209	\$10,000.00
0454V	Embrickson	Joseph	Aetna Life	361458	\$325,000.00
9007V	Emery	John	Security Life Insurance Company	9171851	\$15,000.00
0671V	Emery	John	Southwestern Life Insurance Co.	2000018917	\$25,000.00
9006V	Emery	John	United States Life Insurance Company	G-178,940	\$50,000.00
8517V	Emory	Jason	United of Omaha	UA7423027	\$200,000.00
8966V	Engler	Brien	CNA-Valley Forge Life	VIAC007936	\$1,000,000.00
9773V	English	Frank	Globe Life	D303590	\$10,000.00
5569V	English	Frank	United of Omaha	UA6544613	\$45,000.00
10673V	English	Frank	Reliastar	004413862-8	\$50,000.00
5316V	English	Frank	Texas Life Insurance Company	UL 079 3792	\$75,000.00
5740V	English	Frank	Jackson National Life Insurance Company	25450340	\$75,000.00
5593V	English	Frank	Life Investors Insurance Company of America	AX0103	\$200,000.00
10325V	Erwin	Mark	Northwestern Mutual	13389012	\$88,826.00
11582V	Estes	David	State Farm	LF09302656	\$50,000.00
7095V	Evans	Howard	Mass Mutual Life Insurance Company	152461432B	\$50,000.00
3838V	Faden	Leonard	William Penn Life Insurance Company	719302	\$100,000.00
0540V	Falchild	Linda	Colonial Penn Life	LC0016552-8	\$10,000.00
6633V	Falagan	Max	Zurich Life Insurance	ZL6354245	\$90,000.00
10944V	Fanner	Nelson	Globe Life & Accident	00-D589723	\$10,000.00
9889V	Farrar	David	Jackson National Life	20727680	\$200,000.00
9963V	Farrer	Robert	Reliance Standard Life	RA 0819183A	\$134,425.00
8520V	Ferguson	Jeff	Mutual of Omaha	5443690	\$104,000.00
3892V	Ferkel	William	Alistate Life Insurance Co.	763 260 839	\$50,000.00
1283V	Fernandes	Francis	Banner Life Insurance Company	10169318	\$50,000.00
1061V	Ferrer	Hector	Primerica	421890006	\$100,000.00
1092V	Ferris	David	Great west	770006450	\$50,000.00
1093V	Ferris	David	Great West	780004120	\$50,000.00
7294V	Fidella	Emily	Primerica Life	043 080 9115	\$110,000.00
1223V	Finnegan	James	Life Investors Insurance Co. of America	AX103	\$285,000.00
9822V	Finnegan	James	Life Investors Insurance Company of America	AX0103 (a)	\$15,000.00
8029V	Fiolek	Frank	Unum - KVI, a Division of Seabury	009 55 79	\$40,000.00
0480V	Fisher	Isaac	Allianz Life Insurance Co. of North America/Minnes	2625603	\$30,000.00
0926V	Fisher	Isaac	New England Insurance Company	0U0 637 16	\$50,000.00
6416V	Fisher	Timothy	New York Life	45510030	\$38,373.00

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20952V	Fitch	Timothy	Monumental Life Insurance Co.	MM3304771	\$25,000.00
0402V	Fitch	Timothy	Monumental Life	MM3105139	\$340,000.00
7032V	Fix	Jerry	Jefferson Pilot	L-6350	\$15,000.00
5845V	Fix	Jerry	Unum Life Insurance Co.	508373-001	\$34,000.00
0295V	Flores	Juan	John Hancock Insurance	65006922	\$100,000.00
20929V	Ford	Gerald	Allianz Life Company of North America	2606044	\$25,000.00
7772V	Ford	Gerald	Reliastar/ Insurance Specialists Inc.	GW4114-9	\$35,000.00
7769V	Ford	Gerald	Reliastar/ Insurance Specialist Inc.	GW 24263-2	\$110,000.00
0929V	Foreman	Gregg	The Union Central Life Insurance Co.	4059387	\$100,000.00
1195V	Fortier	Anthony	MetLife	983 405 508 A	\$149,609.95
7563V	Fortune	Oliver	Conseco Life Insurance Company	2300107644	\$100,000.00
0419V	Fowler	Glenn	Universal Guaranty	1C152706	\$100,000.00
7511V	Fowler	Robert	MetLife Insurance	982 905 474 A	\$26,000.00
9814V	Fox	James	National Guardian Life	481066	\$401,000.00
3316V	Fox	Thomas	CIGNA Group Insurance	M10226A	\$118,000.00
3788V	Francisco	Randall	American Income Insurance Company	4705351	\$26,508.00
4987V	Franklin	Thomas	Western Southern Life	W-556413	\$25,000.00
6901V	Franklin	Thomas	Golden State Mutual Life	91309577	\$35,000.00
7957V	Fraser	Douglas	Protective Life Ins. Co.	SD0757628	\$40,000.00
7271V	Frazier	Timothy	Connecticut General Life Ins. Co	M103520 2024602	\$31,000.00
7844V	Fraud	Kurt	LINA	FTL 384865563	\$159,000.00
6291V	Frey	Roger	New York Life	46051253	\$250,000.00
3845V	Friberg	Norman	Citicorp/Allianz	110233649	\$50,000.00
4239V	Friberg	Norman	Old Line Life	2123364	\$100,000.00
5001V	Fuller	Ronald	AAA Life Insurance company	2380040	\$75,000.00
7587V	Gaddy	Susan	Reliastar	234 0594	\$50,000.00
6860V	Gallassero	Bruce	Life Investors Ins. Co.	PXL4041833	\$200,000.00
5482V	Gammage	Gregory	Southwestern Life Insurance Company	2000021895	\$25,000.00
5483V	Gammage	Gregory	Security Life Insurance Company	SN004105	\$25,000.00
5939V	Gammage	Gregory	Jackson National Life Insurance Company	23951250	\$50,000.00
7880V	Garcia	Jorge	Globe Life & Accident	00C 905 804	\$10,000.00
6928V	Garcia	Raymond	New York Life Insurance Company	42600168	\$150,000.00
1036V	Gardner	David	Aetna Life Insurance Co.	N38947610	\$50,000.00
1109V	Garner	David	MetLife	963104495A	\$84,000.00
7847V	Garrett	Neil	Commercial Union Life	UL304051	\$50,000.00
9652V	Garrett	Joseph	Penn Mutual	8 065 801	\$51,951.00
8380V	Garrett	Joseph	Principal Financial	4452293	\$100,000.00
8404V	Gaulier	Jefferson	Pan American (RBC Liberty office)	00-0000-7000-20970	\$100,000.00
7735V	Geldmyer	Fredrick	Physicians Life Insurance Company	082 903 284	\$10,000.00
8749V	Gentry	Sam	Primerica life Insurance	10420 497 256	\$100,000.00

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8023V	George	Mark	Modern Woodmen of America	1697 44 12	\$50,000.00
7676V	Gibson	Recordo	First Colony Life Ins. Co.	5305178	\$200,000.00
3563V	Gibson	Tony	Jefferson Pilot	314717-000	\$38,000.00
3809V	Gillis	Justin	Prudential Insurance Company	30022	\$79,500.00
3836V	Gillis	Justin	Prudential Insurance Company	130022-A	\$319,000.00
7165V	Gillis	Mark	Reliastar Bankers Security	TBI 601018	\$48,300.00
1033V	Glasco	James	American General Life & Accident Ins. Co.	831602434	\$50,000.00
21047V	Glass	Joyce	Conseco Life Insurance Company	5000014979	\$100,000.00
3825V	Gleason	Bobby	Slate Farm Insurance	LF-1335-0341	\$50,000.00
7492V	Godwin	Russell	Fort Dearborn Life Ins. Co.	607893	\$57,000.00
0510V	Goforth	Paul	Sun Life of Canada	020045745 (26322)	\$76,649.00
21134V	Goforth	Paul	Sun Life of Canada	20045745	\$2,310.55
3794V	Goins	William	Jefferson Pilot Financial Ins. Co.	21621875	\$102,298.93
21127V	Goins	William	Jefferson Pilot Financial Ins. Co.	38235650	\$5,981.16
3783V	Gonynor	Kris	Connecticut General (Johnson & Higgins/Kirke)	201247-7	\$50,000.00
9183V	Gonzales	Robert	North American Co. for Life and Health	L009662680	\$100,000.00
0379V	Gonzalez	Mauricio	NEW YORK LIFE INS. CO.	G-9400-1	\$120,000.00
10382V	Goodnight	Douglas	American General Life & Accident Ins. Co.	188247308	\$12,500.00
7428V	Gordon	Robert	Allmerica financial Insurance Co.	L 269547-00	\$75,000.00
8004V	Gore	Esper	FEGLI- Office of Personnel Management	343 95 62	\$89,000.00
7667V	Goshorn		Woodmen of The world	458 636 7	\$163,331.00
4497V	Graber	David	MONY Life Insurance Company	1187-90-49	\$50,000.00
5178V	Grainger	George	Travelers	4704520	\$52,000.00
0411V	Grainger	George	Phoenix Life Insurance Co.	11118109	\$90,000.00
5175V	Grainger	R	New England Mutual Life	8769178	\$250,000.00
9743V	Graveley	William	American National	M13407056	\$25,000.00
8326V	Graves	Billy	Reliance Standard Life	GL16570	\$15,000.00
8329V	Graves	Billy	Reliance Standard Life Insurance Co.	VG-2448	\$30,000.00
4499V	Graves	James	New York Life Insurance Company	42082214	\$100,000.00
8406V	Greathouse	Joseph	Western Southern Life	44138828	\$50,000.00
0743V	Grech	Joseph	Park Avenue Life Ins. Co.	NA1147587	\$59,000.00
0106V	Griffey	Jeremy	Crown Life Insurance Co.	32898	\$56,000.00
7855V	Grogan	Terence	Metropolitan Life	992501116A--R	\$117,000.00
5021V	Guerra	Joseph	Great West Life & Annuity Insurance Company	4809582	\$84,000.00
7915V	Gunning	Edward	Allstate Life Ins. Co.	714144209	\$250,000.00
8108V	Haas	Diane	Prudential	79 893 390	\$31,000.00
4240V	Hafner	Carl	American General Life Insurance Co.of New York	5007297280	\$35,717.00
1115V	Hagan	Michael	Vulcan Life Insurance/Conseco Annuity	190030837	\$100,000.00
1114V	Hagan	Michael	FEGLI-US Dept. of Labor	400660180	\$450,000.00
0686V	Hall	Peter	Metropolitan Life Insurance	925-203-625	\$100,000.00

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0107V	Hall	Randall	United Insurance Company	614863	\$54,000.00
6760V	Hall	Rick	Jefferson Pilot	21826987	\$15,000.00
9223V	Hallman	Edward	Lincoln Life	10-4244833	\$20,000.00
0083V	Halter	Doug	MetLife	904 575 667 UL	\$50,000.00
9401V	Hamblen	Andrew	Prudential	62832554	\$80,000.00
7453V	Hammelt	Douglas	Met Life	967 806 687A	\$48,602.45
0679V	Hammond	Paul	Unum Life Insurance Co.	LAL127461	\$147,000.00
10183V	Hancock	Robert	Security American Fin	9127184	\$15,000.00
10416V	Hanna	Brian	United of Omaha	UA7448410	\$15,000.00
10412V	Hanna	Brian	United of Omaha	UA7448409	\$50,000.00
5476V	Hanson	Terrence	Security Connecticut Life	1007991R	\$250,000.00
0302V	Harden	John	CIGNA/United Airlines	70011100	\$200,000.00
0302V-2	Harden	John	Cigna Company	60016196	\$50,000.00
6147V	Hardy	Henry	Southern Farm Bureau	283 803 U	\$75,000.00
5985V	Hardy	Henry	Southern Farm Bureau	1803639	\$100,000.00
5979V	Hardy	Henry	Southern Farm Bureau	182-4859	\$200,000.00
70031V	Hardy	Robert	Minnesota Mutual Life	2-010-5520-A	\$18,000.00
0882V	Hardy	Robert	Minnesota Mutual Life	20105520	\$90,000.00
21131V	Hargrove	Billy	Guardian Life Insurance Co	3985290	\$115,000.00
0222V	Harris	Charles	American General Life Insurance	B45131289 G	\$100,000.00
4362V	Harris	Judith	Protective Life Insurance	PL0413557	\$100,073.00
0542V	Harris	Stephen	Reassure America Life Ins. Company	4109140	\$95,000.00
0539V	Harris	Stephen	AVMA/GHLIT (New York Life Insurance)	G-14884-0AVMA-GHLIT	\$100,000.00
0541V	Harris	Stephen	Conseco Life Ins. Co/Mass. Gen. Life Insurance Co.	10L0960530	\$100,000.00
0501V	Harrison	Richard	Security Life (ING Admin.)	1049935	\$20,000.00
8982V	Hart	Joe	Allianz Life	2520823	\$20,000.00
0721V	Harvey	Lorrie	Alistate	04-12651905	\$100,000.00
8660V	Haupt	Everett	UNLUM(Johnson and HIGGINS)	M103300	\$75,000.00
20953V	Haupt	Everett	UNLUM	MM103300	\$7,000.00
0869V	Hawkins	Manuel	Cigna/ UNLUM	CG12060571	\$100,000.00
3458V	Hawkins	Paul	All American Life Insurance Co.	9F5F500107	\$100,000.00
3459V	Hawkins	Paul	All American Life Insurance Co.	G724	\$100,000.00
5070V	Hayden	Rebecca	Stonebridge Life	25222	\$17,000.00
5112V	Hayden	Rebecca	Slate Farm Insurance Company	LF-1434-5877	\$25,000.00
0943V	Haymaker	Brendan	Midland National Life	015 827 09	\$75,000.00
7830V	Heath	William	UNLUM Life Ins.	LAL135813	\$100,000.00
4566V	Heberling	William	Cigna Group Insurance	M600610	\$65,000.00
6895V	Heiss	Brent	United of Omaha Life Insurance Co.	UA 734 0136	\$200,000.00
6098V	Henderson	William	Aetna Life & Casualty	N39016850	\$99,000.00
4950V	Henry	Craig	Massachusetts Mutual Life	7656533	\$100,000.00

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7603V	Hensley	Robert	Life Investors Ins. Co of America	PXL5013172	\$200,000.00
1410V	Hernandez	Jose	Life Insurance Co. of Georgia	12742661	\$50,000.00
0549V	Hernandez	Ruperto	Trustmark Insurance Co.	AM 554-2	\$21,092.00
3430V	Herring	Jimmy	John Hancock	67176410	\$100,000.00
6535V	Herring	Thomas	Life Insurance Co. of Georgia	3870285	\$132,000.00
7130V	Hewlett	Barry	Jefferson Pilot	16-N000 747	\$10,000.00
7274V	Hewlett	Barry	Trans General Life (NOW HIGHMARK)	900368	\$41,000.00
5097V	Hicks	Jr	Met Life	973305762-A	\$200,000.00
1264V	Hiers	Randall	Universal Guaranty	IC154248	\$80,000.00
0908V	Hiers	Randall	North American Company	LD10455610	\$140,000.00
6390V	Higgins	John	Connecticut General Life Ins. Co.	M101500	\$50,000.00
3576V	Hill	Leonard	Guardian Life Insurance Co.	230886	\$46,000.00
10132V	Hillenmeyer	Ernest	United of Omaha	BU1062730	\$450,000.00
5193V	Hillyard	Donald	Mellife Insurance Company	982600728A	\$200,000.00
8743V	Hilton	Yvonne	Midland National	U 15S9207921	\$50,000.00
0365V	Hinson	John	Hartford Life Insurance Co.	GL33608	\$104,000.00
4666V	Hilte	Wyman	Universal Guaranty	IC155416	\$35,000.00
7050V	Hiza	Kevin	ITT Hartford Life and Annuity	LU 1007119	\$83,764.00
5502V	Hoagland	Belinda	New York Life Insurance Company	42 665 160	\$100,000.00
4531V	Hochstedler	Darren	Academy Life	479529182	\$100,000.00
4713V	Hochstedler	Darren	John Hancock Mutual Life/AFBA	112546	\$150,000.00
5762V	Hock	Timothy	Mutual of New York	GUM-02	\$31,720.00
5647V	Hodgkins	Blair	Mellife	28611-G	\$150,000.00
5646V	Hodgkins	Blair	USAA Life Insurance co,	180142001	\$232,699.00
5425V	Hoffman	Jerry	State Farm Mutual Insurance Co.	2745-632	\$62,000.00
4270V	Hogan	Craig	Old Line Life Insurance Co.	1801169	\$50,000.00
9356V	Holland	Jimmy	Mellife	95083	\$33,000.00
5633V	Holley	Dino	Aetna Life Insurance Company	N38852030	\$50,000.00
8461V	Holley	Joe	Life Investors Co. of America	PXL3879689	\$100,000.00
5062V	Hollingsworth	Clayton	Mid-West National Life of TN	200012410	\$125,000.00
6464V	Hoover	Eddie	Protective life/Phoenix	02C0002429	\$100,000.00
6462V	Hoover	Eddie	Conseco	1090145755	\$150,000.00
8112V	Horsl	Conrad	UNUM- Life Ins. Co. of America	LAL 130980	\$228,840.00
0843V	Howard	Mark	Sun Life of Canada	20031959	\$15,000.00
0404V	Hubbard	Chester	American General Life	A10005233L	\$80,000.00
20954V	Hubbard	Chester	Farmers New World Life	50731637	\$5,388.42
0405V	Hubbard	Chester	Farmers New World Life	5073163T	\$50,000.00
0300V	Hugerich	Joseph	Bankers Security Life Insurance Society	G81214207	\$150,000.00
0666V	Hukill	Kelly	State Mutual Insurance Co.	202137	\$45,514.00
1021V	Hull	Ronald	Farmers New World Life Insurance	5342410P	\$90,000.00

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(Handwritten initials)

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627V	Human	Glenn	Prudential	911071	\$190,000.00
6873V	Humphreys	Eugene	Sun Life of Canada	UB8139726	\$75,000.00
8321V	Humphreys	Eugene	Crown Life	2323439	\$100,000.00
3564V	Humphreys	Larry	National Guardian Life Insurance Co.	462404	\$50,000.00
7306V	Hurst	Robert	Allianz Life company of North America	1001487401	\$50,000.00
7255V	Hurst	Robert	New England Mutual Life Ins. Co.	8334983	\$102,712.00
7254V	Hurst	Robert	New England Mutual Life Ins. Co.	8246725	\$103,622.00
7657V	Hurst	Victor	Wausau Insurance Company (fnld life	2277-02-053282	\$37,000.00
6905V	Hutchins	Randy	Southland Life	600028804	\$80,000.00
9394V	Hutchins	Randy	Continental General	2791951	\$100,000.00
5478V	Inabinet	Paula	CNA	3386696	\$100,000.00
7663V	Isaac	J	Pacific Mutual Life Ins. Co.	1A23234350	\$100,000.00
9229V	Island	John	Metropolitan Life Insurance Company	890 831 252A	\$500,000.00
0374V	Isom	Richard	Universal Guaranty	IC155577	\$50,000.00
9812V	Jacobs	Arturo	United Home Life Insurance Co.	123044	\$30,000.00
6095V	Jacobs	Arturo	Protective Life Insurance Company	315360	\$25,000.00
1628V	James	AL	North American Company	86278249487	\$50,000.00
0617V	James	Damion	Settlers Life Insurance Co.	1017572	\$20,000.00
0558V	James	Damion	USBA	G-5393-0	\$100,000.00
5974V	James	Harry	Modern Woodmen of America	6881526	\$25,000.00
6776V	James	Robert	Greater Georgia Life	2987-03	\$40,060.00
10074V	Jamieson	Deborah	Indianapolis Life	1219871	\$150,000.00
8049V	Jamieson	James	Indianapolis Life	11250908	\$100,000.00
8045V	Jamieson	James	Indianapolis Life	100073069	\$250,000.00
8047V	Jamieson	James	Indianapolis Life	2090337	\$250,000.00
8048V	Jamieson	James	Indianapolis	1219713	\$250,000.00
7481V	Jamison	Gregory	New York Life	G- 11008-0	\$100,000.00
3436V	Jaso	Douglas	Massachusetts Mutual Life	8-917-472	\$15,000.00
3832V	Jaso	Douglas	Massachusetts Mutual	9657322	\$15,000.00
21135V	Jaso	Douglas	Gurdian Life Insurance	2766310	\$3,363.00
21136V	Jaso	Douglas	Massachusetts Mutual	5170923	\$3,080.78
3437V	Jaso	Douglas	Guardian Life Insurance	2766310	\$33,222.00
3435V	Jaso	Douglas	Massachusetts Mutual	5-170-923	\$26,244.61
6358V	Jaxon	Ronald	CIGNA Group Insurances	M102850	\$96,000.00
0701V	Jensen	Carl	Ururn Life Insurance Co.	203996	\$50,000.00
5631V	Johnson	Bryant	Primerica Life Insurance Co.	421077088	\$100,000.00
3943V	Johnson	Jack	SBLI Mutual Life Ins. Co. of New York	12-146643	\$190,000.00
8297V	Johnson	James	Safeco Life Ins.	010-99999-10	\$50,000.00
7486V	Johnson	Johnnie	Valley Forge Life Ins. Co.	1808610	\$67,000.00
3526V	Johnson	Phearis	New York Life	38236103	\$50,000.00

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8514V	Joiner	Cleo	Aetna	N38892870	\$25,000.00
8519V	Joiner	Cleo	CNA	1810867	\$45,000.00
6712V	Jolliffe	David	International Benefit Services Corporation	60011243	\$10,000.00
6713V	Jolliffe	David	Reliastar Bankers	TBL037102	\$70,400.00
6671V	Jolliffe	David	Life Ins. Co. of North America	FLX-1243	\$330,000.00
10813V	Jones	Ernest	Jefferson Pilot Life Insurance Co.	VPA871332	\$50,000.00
8924V	Jones	Jamey	American National	M12589247	\$25,000.00
0957V	Jordan	Melvyn	FEGLI	579022561	\$20,000.00
5441V	Kaplan	Robert	Fortis Financial Group	103292741	\$50,000.00
8087V	Kaplan	Robert	Manulife	54 291 034 (GLT 400054)	\$57,000.00
20955V	Kaufell	Lester	Guardian Life Insurance	3425148	\$23,411.00
0220V	Kaufell	Lester	Guardian Life Insurance	3425148/24729	\$300,000.00
1340V	Kawamura	Hiroyuki	Alistate Life Insurance	785260206	\$113,220.20
0416V	Keane	Christopher	Massachusetts Mutual Life	626 6953	\$125,000.00
5771V	Keenlyside	Janet	Cigna Group Insurance	442359	\$64,000.00
5162V	Keller	Barry	Principal Life Insurance Co.	4414824	\$1,500,000.00
0609V	Kelley	Ronald	Protective Life Insurance Co.	800039511	\$50,000.00
4338V	Kelley	Ronald	John Hancock Mutual Life	67189800	\$50,000.00
5751V	Kelly	Anthony	Melife	957607788A	\$69,013.67
4381V	Kelly-Williams	Gloria	Metropolitan Life Insurance Company	923110307A	\$25,044.03
7839V	Kelsey	Gary	Boston Mutual Life	E36681	\$20,985.00
11467V	Kendricks	Maikia	Physicians Mutual Insurance Co	83107602	\$10,000.00
11468V	Kendricks	Maikia	United of Omaha Life	DR7142071	\$10,000.00
5115V	Kesling	James	Hartford	LL1776889-02	\$350,000.00
6110V	Keyes	Carlton	Equitable Life Insurance Society of the U.S.	34 507 920	\$50,000.00
1060V	Keyes	Roger	Lincoln Financial Group	2033238	\$82,400.00
1165V	Keyes	Roger	Metropolitan Life	262903328	\$110,000.00
1136V	Keyes	Roger	Cigna	M100970	\$275,000.00
1396V	Kieper	Kenneth	Northwestern Mutual Life Ins. Co.	10-619-037	\$120,000.00
3985V	Kircade	Kevin	CNA - New York Team	87006465	\$15,000.00
1484V	Kinnelt	Steven	Northwestern National Life	112 643 69	\$70,000.00
1487V	Kinnelt	Steven	Northwestern Mutual	I12603971	\$82,421.00
9938V	Kirkpatrick	Scott	Prudential	93185337	\$60,000.00
10853V	Klitchen	John	American General	0.2061171	\$75,000.00
4871V	Knight	Laforri	Jefferson Pilot	3424695	\$15,041.00
0291V	Knoit	Ronald	FEGLI	332621887	\$256,000.00
0850V	Knox	Harry	Boston Mutual Life	Z78782	\$45,322.00
7387V	Koenig	Roger	American General Life & Accident Ins. Co.	194 301 558	\$25,000.00
1447V	Kolehmainen	Keith	National Guardian Life Insurance Co.	461927	\$200,000.00
8927V	Kolsky	David	Security Life	9167800	\$15,000.00



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8658V	Kovacs	Kevin	Equitable Life Assur. Society Of the U.	L87016026	\$100,000.00
8075V	Kozman	James	Manhattan National Life Insurance Co.	AA9518235	\$75,000.00
9494V	Kremer	John	Mellite	963005773A	\$40,000.00
6434V	Krom	John	Canada Life	2639685	\$10,000.00
6287V	Kuczynski	Ron	Illinois Mutual	150384	\$80,000.00
9304V	Lafont	Phillippe	The Midland	W33758	\$75,000.00
7219V	Lambert	Robin	American Insurance Administrators	8762-001	\$71,000.00
0976V	Land	Cliff	Primamerica Life Insurance	431285451	\$50,000.00
7555V	Langford	Philip	Conseco Life Insurance Company	233077374P	\$200,000.00
9724V	Langston	Cary	Jackson National Life	20654650	\$150,000.00
4154V	Laskowski	Matthew	MetLife Insurance Co.	924-701-050-PR	\$100,000.00
4155V	Laskowski	Matthew	John Hancock Mutual Life Insurance Co.	66932105	\$100,000.00
20397V	Laspala	Charles	Mutual of New York	MB 302	\$51,070.00
6766V	Laufman	James	Primerica Life Insurance Co.	430915843	\$165,000.00
8899V	Laurienti	Nicholas	Metropolitan Life Insurance Co.	874 975 208 UL	\$50,000.00
10841V	Lavoy		First Colony Life Ins.	973162	\$79,999.00
5042V	Lea	John	State Farm Life Insurance Company	1107-0125	\$50,000.00
3792V	Leachman	Brian	Staten Island Savings Bank	32-G61	\$100,000.00
3854V	Leachman	Brian	Reliastar Bankers Security Life Insurance Company	1206093	\$100,000.00
4138V	Leachman	Brian	Equitable Variable Life Insurance	87055644	\$200,000.00
0338V	Lee	Robert	Lincoln Natl (Cigna/United Allines)	7057963 (34777G)	\$40,400.00
0392V	Lee	Robert	Cigna	2213050103	\$43,000.00
0338V-3	Lee	Robert	Cigna	70010368	\$40,400.00
0338V-4	Lee	Robert	Cigna	70010875	\$40,400.00
0392V-2	Lee	Robert	Cigna	60016626	\$77,400.00
5420V	Legamato	Ronald	International Benefit Services	60013222	\$30,000.00
5417V	Legamato	Ronald	Life Insurance Company of North America	CWL-2000	\$45,000.00
10241V	Lemons	Melvin	Transamerica Assurance	4920800042	\$55,197.00
0263V	LeNoble	Thomas	Connecticut General (UNUM)	TB267131769	\$245,000.00
0654V	Leone	Richard	Columbia Universal Life Insurance Co.	510980	\$25,000.00
0470V	Leone	Richard	Universal Guaranty	HAIC153657	\$100,000.00
0580V	Leone	Richard	Prudential Insurance	62-787-300	\$100,000.00
0312V	Leone	Richard	Conseco Life Ins. Co /Massachusetts General Life	109 0135 746	\$150,000.00
6239V	Leuci	Ronald	Trustmark Insurance Co.	LB - 9148	\$50,000.00
7629V	Lavine	David	Canada Life Assurance Co.	2299201	\$10,000.00
11004V	Lewis	Brent	American General Life	500D02225C	\$25,060.00
1496V	Lewis	Fred	Union Labor Life Insurance	UL106037	\$10,000.00
7810V	Lillard	Herbert	Tennessee Farmers Life Insurance Company	TR0016821	\$25,000.00
3967V	Lind	Steven	UNUM Life Insurance Co. of America	LAL125032	\$29,000.00
5374V	Lindsey	Bill	Globe Life & Accident	00B9933608	\$15,000.00

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8484V	Lindsey	Yvette	Fegli	577726599	\$35,000.00
0133V	Lipsih	Donald	New York Life Insurance	37630362	\$65,000.00
0132V	Lipsih	Donald	Manhattan National Life	89221	\$200,000.00
21133V	Lipsih	Donald	New York Life Insurance	37630362	\$34,014.91
21013V	Lobell	Ian	Universal Guaranty	HAIC 151553	\$100,000.00
3416V	Lockett	Anita	Gerber Life	5507619	\$5,000.00
7072V	Lockwood	Paul	Protective Life Ins. Company	B00052871	\$25,353.00
7081V	Lockwood	Paul	Insurance Service- Division of Protective Life Ins	RA0820463A	\$43,680.00
4032V	Lockwood	Paul	Dime Savings Bank of New York Insurance Co.	07-0300501	\$50,000.00
5548V	Logan	Brian	State Farm Insurance	LF-1477-6349	\$25,000.00
6194V	Lonteen	Daniel	Primerica Life Insurance Co.	430768267	\$55,000.00
3549V	Lorenzetti	Dominic	Minnesota Mutual Life	258380	\$100,000.00
6579V	Loucks	Roger	Metropolitan Life Insurance Company	973604994M	\$15,000.00
0685V	Loudermilk	Michael	Globe Life & Accident	9398175	\$10,000.00
6338V	Loutchaninoff	Nicolai	New York Life Insurance Company	45 678 995	\$25,000.00
7491V	Love	Lester	American United Life Insurance Company	16-1850944	\$70,000.00
6823V	Lucas	Ian	Prudential	62822419	\$15,000.00
4309V	Lynn	Lary	Phoenix Life Insurance	2-662-796	\$75,839.17
6718V	Madden	Timothy	Provident Life & Accident Ins. Co.	R3407153	\$91,900.00
4509V	Magliocco	Joseph	Mutual of Omaha	UA6998372	\$20,000.00
1145V	Magliocco	Joseph	Equitable Assurance	96019764	\$45,000.00
4511V	Magliocco	Joseph	Mutual of Omaha	UA6998371	\$50,000.00
4468V	Main	Lonny	Great West	780 009 700	\$69,000.00
1460V	Maloney	Randy	Manufacturer's Life Insurance Co.	15122883	\$300,000.00
5822V	Marani	Adam	Universal Guaranty	HA 1 C153643	\$100,000.00
6242V	Marchione	Joe	Metropolitan Life Insurance Company	956810061A	\$40,014.70
8988V	Marcoite	Brian	United of Omaha Life Insurance Co.	UR1020137	\$10,000.00
8987V	Marcoite	Brian	AAA Life Insurance	AAA-6328378	\$20,000.00
8986V	Marcoite	Brian	Unum	LAL122489	\$94,000.00
8942V	Markle	Richard	Transamerica	93024539	\$85,060.00
8941V	Markle	Richard	Transamerica	40269015	\$100,000.00
8940V	Markle	Richard	Transamerica Occidental	40621465	\$125,000.00
6924V	Markle	Richard	Metropolitan Life Ins. Co.	982 503 875 A	\$230,000.00
10852V	Marriner	Thomas	Aetna Life 7 Casualty	698443	\$52,000.00
4582V	Martin	Anthony	Colonial Penn Life	LC00182678	\$10,000.00
0958V	Martin	Daniel	ReliaStar Life Insurance Company	91277-8-1212	\$20,000.00
7829V	Martin	Eduardo	Northwestern National Life	S7-032-063	\$76,460.57
9624V	Martinez	Orlando	Security Life	9199506	\$10,000.00
8253V	Martinez	Orlando	Pioneer Life	PL9634421	\$20,000.00
1250V	Martinez	Ron	Jackson National Life	17017110	\$50,000.00

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1608V	Martinez	Ron	Jackson National	15435840	\$50,000.00
8410V	Marx	Walter	Primerica	.0410 573 474	\$200,000.00
7849V	Mason	Linda	Midland National Life Insurance Company	150 189 2781	\$30,000.00
4479V	Mason	Meredith	Old Line Life	1885955	\$50,000.00
3581V	Mason	Ronald	Teachers Insurance and Annuity Association	0-458398-5	\$139,400.00
20958V	Mason	Ronald	Teachers Insurance and Annuity Association	0-458398-5	\$9,600.00
6498V	Mathenia	Dennis	Pacific Guardian Life	GL-40059-000	\$44,000.00
6813V	Matos	Jeffery	Aetna	S0042580	\$40,876.00
7497V	Matos	Jeffrey	HCC Life Insurance Company	U080927	\$58,000.00
5531V	Mattingly	Thomas	Cigna Group Insurance	GL001 8049 000 093	\$150,000.00
9017V	Mays	Marco	United of Omaha	UA7453397	\$200,000.00
7071V	McAfee	Earl	Life of Virginia	NO02141146	\$300,000.00
1126V	McAuley	Roger	Cigna Group Insurance	M102600	\$30,000.00
9010V	McCafferty	Phillip	UNUM	LAL 131374	\$118,000.00
1107V	McCarroll	Thomas	Prudential	GT07824	\$170,000.00
7765V	McClain	Steven	American General	100 185 180 028	\$118,975.00
4671V	McCord	Verna	John Hancock	66363349	\$15,000.00
0544V	McCoy	Levie	American Fidelity Life Insurance Co.	555700	\$10,000.00
0488V	McCoy	Levie	FEGLI - US Postal Service	261983704	\$234,000.00
1056V	McCoy	Thomas	Conseco Life Insurance Company	232056918P	\$9,377.00
4350V	McDaniels	Jerry	Prudential Insurance Co. of America	B4 051 518	\$200,000.00
1279V	McDevitt	Paul	Reliastar	912778-309	\$90,000.00
0407V	McFarland	Marty	Jackson National Life	22714570	\$250,000.00
6721V	McFarland	Marty	CNA-VFL	ULBA000097	\$400,000.00
0760V	McGee	Clarence	Northwestern Mutual Life	11842957	\$54,308.10
0733V	McGee	Clarence	Northwestern Mutual Life	10766783	\$54,968.00
0557V	McGee	Clarence	Provident Life & Health Insurance	010XB67763	\$70,000.00
20779V	McGee	John	Hartford Life	LL 1568453-32	\$53,000.00
0122V	McKenzie	Gary	MeLife Insurance	937011096A	\$200,000.00
4673V	McKoy	Irene	William Penn Life Insurance Company	NYUJ0120200	\$55,000.00
9892V	McManis	Michael	American Family Life Insurance Co.	1438385-8	\$50,000.00
7390V	McManus	Karen	United Services Life	00694484-7	\$70,000.00
5060V	McMillan	Marty	Metropolitan Life Insurance Company	973305566A	\$200,000.00
9311V	McMillen	Jacques	Primerica Life Ins. Co.	410519782	\$200,000.00
3762V	McNiece	Timothy	Cigna	070010805 (0799)	\$94,800.00
4683V	McRoberts	Raymond	Guardian	5031530	\$20,000.00
9686V	Mead	Roy	Allianz Life Ins. Co. of North America	2535003	\$25,000.00
1177V	Medeiros	Steven	John Hancock	FVI 003054963	\$100,000.00
4057V	Meeker	Ernest	United of Omaha	UA7109037	\$200,000.00
4886V	Mehlich	Bruce	FEGLI	CSA 363 377 98	\$206,000.00

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20941V	Melton	Daniel	Conseco life Ins. Company	2300141240	\$50,000.00
9114V	Metcaif	Mark	United Services Life Insurance Co.	00409330-4	\$50,000.00
0308V	Metcaif	Robert	Massachusetts Mutual Life	7257129	\$250,000.00
20959V	Metcaif	Robert	Massachusetts Mutual Life	7257729	\$20,636.00
3639V	Metro	Joseph	Aon Insurance Services	GO-14273	\$300,000.00
1605V	Miarecki	Michael	Slate Farm Insurance Co.	LF-0959-4170	\$50,000.00
6945V	Michel	Troy	Metropolitan Life Insurance	890-631-082 PR	\$100,000.00
5044V	Miller	Brinton	Mellife Insurance Company	973-006-590M	\$5,000.00
0456V	Miller	James	Stonebridge Life	25071	\$50,000.00
4701V	Miller	Jeffrey	CNA	3424629	\$50,000.00
4704V	Miller	Jeffrey	CNA	3427639	\$50,000.00
8282V	Miller	Lawrence	Monumental Life	2127187	\$50,000.00
9711V	Miller	Lawrence	Provident	B3339197	\$55,000.00
9710V	Miller	Lawrence	Provident Life Ins. Co.	B3339108	\$150,000.00
9504V	Milosevic	Frank	State Life Insurance Company	8815310	\$25,000.00
3529V	Miner	James	Metropolitan Life	967 012 984A	\$200,000.00
8185V	Mitchell	Permon	Southwestern Life	002 986 9370	\$50,000.00
4948V	Monson	Merle	Allianz Life Ins. Co. / A. H. Wohlers & Co.	8717 see notes for account #	\$25,000.00
5872V	Montalbano	Michael	ITT Hartford	AGL-1281	\$125,000.00
7514V	Moon	Steven	The College Life Ins Co of America	4082090	\$25,000.00
7748V	Moon	Steven	State Farm Ins. Company	LF 1415 7272	\$50,000.00
6125V	Moore	Dale	Valley Forge Life Insurance Company	1808432	\$50,000.00
0165V	Moore	John	Life Insurance Co. of North Am./Cigna	060015752 (FLX1004)	\$74,000.00
5366V	Moore	LeRoy	Mellife/Johnson & Higgins/Kirke-Van Orsdel, Inc.	27969-G	\$92,800.00
5492V	Moore	LeRoy	Metropolitan Life/Mobil Benefits Resources Corporal	23200-G	\$92,800.00
6920V	Moore	Robert	Southwestern Life Ins. Co.	3200000058	\$50,000.00
6762V	Moore	Robert	Southwestern Life Insurance Co.	2000034222	\$90,000.00
0923V	Moore	Robert	Conseco, Life Ins. /Massachusetts General Life	1090162787	\$150,000.00
7825V	Moore	Steven	The Midland	W39658	\$75,000.00
11337V	Moore	Toronto	American General Life & Accident Ins. Co	122327441	\$5,000.00
11344V	Moore	Toronto	American General Life & Accident	118455523	\$10,000.00
6003V	Moore-Scott	Jeanette	Primerica Life Insurance Co.	:0421740236	\$130,000.00
20961V	Moore-Scott	Jeanette	Primerica Life Insurance Co.	421740236	\$10,000.00
6647V	Mora	Marco	Life Ins. Co. of North America	60014160	\$17,000.00
6510V	Mora	Marco	Johnson & Higgins Kirke-Van Orsdel, Inc.	120124-7	\$200,000.00
7286V	Morejan	Pedro	Continental General Insurance Company	2775283	\$100,000.00
1191V	Morgan	Joseph	Southwestern Life	2315444	\$300,000.00
6228V	Morgan	Landy	Kansas City Life Insurance Company	2429826	\$25,000.00
3380V	Moroy	Mark	Metropolitan Life Insurance Co.	963400029A	\$80,000.00
3381V	Moroy	Mark	Protective Life Insurance Co.	B00133688	\$81,000.00

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6064V	Morris	Darryl	State Farm	LF-1436-651B	\$50,000.00
21128V	Morris	David	New England Mutual Life	41639013	\$9,055.38
4526V	Morris	Vincent	New England Mutual Life	8282695	\$50,000.00
4237V	Morris	Vincent	Modern Woodmen of America	7117177	\$57,704.41
7979V	Morrison	Raymond	Aetna	N 3 902 984	\$22,000.00
4634V	Moya	Joseph	Aetna Life & Casualty	PL0301000	\$38,000.00
4625V	Moya	Joseph	Sun Life of Canada	96569-G	\$114,000.00
0366V	Moye	James	Garden Life Insurance	5151771	\$100,000.00
0526V	Moyer	Jeffrey	Aetna Life Insurance Co.	609736	\$56,000.00
8959V	Mullens	Kenneth	Mutual of Omaha	6786140	\$20,000.00
0898V	Mullins	Michael	Lincoln National	1004230452	\$15,000.00
0896V	Mullins	Michael	Ohio State Life Insurance Company	T0990199	\$60,000.00
3607V	Muniz	Dierro	Cigna/Connecticut General Life Insurance Co.	506577	\$92,000.00
9529V	Munoz	Joseph	Farmers New World	004313289T	\$100,000.00
20962V	Munoz	Joseph	Farmers New World	004313289T	\$6,104.00
6312V	Murphy	Michael	Old Line Life	2220592	\$50,000.00
6432V	Murphy	Michael	State Farm Ins. Co.	LF14417968	\$50,000.00
3592V	Murphy	Richard	Metropolitan Life Ins.	972701888A	\$73,000.00
6835V	Murphy	Robert	Lincoln National Insurance	104244473	\$15,000.00
8099V	Murphy	Travis	Melife/Johnson & Higgins/Kirke-Van Orsdel	33278	\$70,000.00
3684V	Murray	Matthew	Melife GE	663-G	\$85,400.00
3663V	Murray	Robert	Monumental Life Insurance Co.	4200691/0000	\$50,000.00
9852V	Myers	John	CNA	1809131	\$50,000.00
9534V	Myers	John	CNA- Valley Forge	UJLC100 0028	\$150,000.00
0678V	Nakken	Ronald	Allianz-Citicorp	110082988	\$50,000.00
8177V	Narvaez	Henry	Melife/Mellon Bank	963404087A	\$50,000.00
9406V	Nathans	Robert	Monumental Life Insurance	MZ09095533H0000A	\$90,000.00
7310V	Navarette-Soto	Robert	Equitable Assurance	88054413	\$92,501.00
21137V	Navarette-Soto	Robert	Equitable Assurance	88054413	\$4,505.00
4668V	Needham	William	Life of Virginia	N01810249	\$174,572.50
5330V	Neil	Owen	Kansas City Life Insurance Company	2610338	\$40,000.00
7524V	Nelson	Gregory	Cigna / Johnson & Higgins/Marsh@Work Solutions	0471 447-16	\$50,000.00
7544V	Nelson	Michael	Jackson Natl. Life Ins. Co.	17053160	\$500,000.00
11138V	Ness	Sherril	Farmers New World	4075893	\$98,497.00
7519V	Nelo	Jaime	Farmers New World life Insurance	00352 5258 U	\$75,000.00
7520V	Nelo	Jaime	Allstate life	725 849 129	\$75,000.00
6488V	Newell	Michael	American National Insurance Company	M13-289-835	\$25,000.00
6489V	Newell	Michael	American National Insurance Company	hallerM13-246-972	\$25,000.00
8085V	Newsom	Gary	Paul Reverse	151829150	\$31,000.00
9876V	North	Lydia	MelLife	111880G	\$17,500.00

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8390V	Nuzzo	Robert	Unum	rittersteinLAL130280	\$50,000.00
7558V	Oakes	Alvin	Transamerica	502 985 74	\$80,000.00
0265V	Obinabo	Uchenna	MetLife Insurance Co.	895 244 196 UL	\$100,000.00
4553V	O'Brien	Edward	FEGLI	071-54-2404	\$41,000.00
4553V-2	O'Brien	Edward	MetLife	973 006 705 A	\$195,000.00
0306V	Oby	Clarence	FEGLI/US Postal Svc.	357462724	\$167,000.00
8767V	Oden	Robert	Monumental Life Insurance Company	MM2127188	\$50,000.00
7424V	Ogle	Phillip	AIG life Insurance Co.	0429 60384	\$100,000.00
9023V	Oglesby	Eric	Monumental Life	MM1538515	\$50,000.00
7529V	Okerstrom	Todd	MetLife/Johnson & Higgins/Kirke-Van Orsdel	91018	\$70,000.00
5612V	Olash	Donald	MetLife/Johnson & Higgins-Van Orsdel Inc.	A28064-G	\$80,000.00
9606V	Olmedo	Carlos	Liberty National life Insurance	31523532	\$50,000.00
7328V	O'Malley	Brian	USBA	G-5393-0	\$100,000.00
11394V	Omayas	Cecilio	FEGLI	575489887	\$62,000.00
7431V	Oneal	John	Prudential	93210253	\$100,000.00
5628V	Orlando	Michael	Reliastar Bankers Security	1199093	\$50,000.00
6027V	Orlando	Michael	Lincoln Benefit Life Company	604261	\$75,000.00
6974V	Orlando	Michael	CNA	87030313	\$75,000.00
4620V	Orlowski	Robert	United States Life Insurance Company	1107919	\$50,000.00
5513V	Orscheln	Gerald	Reassure America	IN0114613	\$4,000,000.00
5514V	Orscheln	Gerald	Reassure America	IN0139566	\$9,200,000.00
4065V	Ortega	Samuel	Sun Life of New York	A 0149	\$28,000.00
8372V	Owens	Kevin	American Heritage	0504246U	\$25,000.00
8439V	Owens	Michael	Jackson National Life	002 222 5020	\$100,000.00
6275V	Owens	William	Fort Dearborn Life Insurance	CF0000621560	\$25,000.00
3335V	Owensby	Billy	Cigna Group Insurance	M103160	\$13,000.00
8692V	Palmer	Coburn	Phoenix Life Ins. Co	2703553	\$71,071.91
0625V	Palmer	Coburn	Phoenix Life Insurance	2191540	\$100,000.00
6159V	Pangborn	Kathy	FEGLI U.S. Postal Service	149406997	\$175,000.00
9040V	Paris	William	First Colony Life	LLTSOL2753391	\$52,919.00
0463V	Parker	Curtis	MetLife Insurance Co.	982 905 749 UL	\$60,000.00
9098V	Parker	Richard	American General Life	FL0650990	\$300,000.00
8423V	Patterson	Kenneth	Prudential Insurance Co of America	94506547	\$60,000.00
6952V	Patterson	Steven	Protective Life Ins. Company	PL 0568116	\$70,000.00
6688V	Paulino	Vincente	Mutual of New York	MB322	\$37,637.00
10146V	Pearl	Joseph	FEGLI	131281579	\$30,250.00
0857V	Pena	Baldemar	Jefferson Pilot Financial (Chubb)	652 118 145	\$100,000.00
4142V	Perry	Donald	All American Life Insurance Company	D0061755	\$63,000.00
8148V	Perry	Donald	Conseco Life Insurance Company	2300110075	\$100,000.00
7414V	Perry	Ira	Globe Life and Accident	00 C 813876	\$15,000.00

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1267V	Perry	James	American General Life Ins. Co. of NY	500964356C	\$25,034.00
3403V	Perry	James	Transamerica Life Company of New York	765044550	\$103,740.00
4841V	Perry	Johnathan	National Guardian	471008	\$200,000.00
4541V	Phengsavanh	Chanthalang	United of Omaha	UA7105077	\$100,000.00
4624V	Phillips	Christopher	FEGLI - USPS	214-86-2391	\$218,000.00
6398V	Pickrell	Marc	United of Omaha	GLG 51A	\$111,000.00
11489V	Pierce	Bernard	Reassure America Life Ins. Co.	:31JUL001783	\$500,000.00
4134V	Pinero	Angel	Prudential	64-333-209	\$100,735.37
21138V	Pinero	Angel	Prudential	64-333209	\$4,629.16
8442V	Pittman	Gregory	Mellife	963601599A	\$46,732.94
5104V	Plant	B	Life Insurance Company of Georgia	3639007	\$80,000.00
6237V	Plaster	Roger	Great West Life & Annuity Ins. Co.	4809660	\$300,000.00
8598V	Pletcher	Richard	Life Ins. co. of North America/ IBS	CWL-2000	\$10,000.00
9122V	Pletcher	Richard	Federated Life Insurance Co.	160159	\$20,000.00
9176V	Pletcher	Richard	Allianz	2543494	\$25,000.00
0637V	Pletcher	Richard	Cincinnati Life Insurance	L2354384	\$50,000.00
3519V	Ploskonka	Jeff	Universal Guaranty	IC149889	\$70,000.00
5854V	Ploskonka	Jeffery	CNA	1808332	\$50,000.00
4677V	Poe	Edgar	National Guardian	0467957 (345-60-7287)	\$100,100.00
21132V	Poe	Edgar	National Guardian	467957	\$38,100.00
5017V	Poe	Rodney	Provident Life and Accident Insurance Co	3542701-G	\$25,000.00
1014V	Poling	James	First Colony Life Insurance Company	432871	\$50,000.00
1464V	Polk	James	Allstate Life	729 470 874	\$200,000.00
3516V	Pompei	Christopher	New York Life	38 235670	\$200,000.00
3584V	Porat	Gary	Universal Guaranty	IC 151050	\$70,000.00
3665V	Porter	Gary	MelLife	963 606 585A	\$49,600.00
0927V	Potts	Anthony	MelLife	955-302-380A	\$76,116.00
5587V	Proffit	Christopher	Equitable Life Ins. Co. of Iowa	N-87-016818	\$200,000.00
4853V	Provenzano	Mark	Unum Life Insurance Company of America	LAL128739	\$282,000.00
10889V	Pruski	Keith	United of Omaha	2778786	\$10,000.00
7238V	Pruski	Keith	United World Life Insurance	UW0609796	\$10,000.00
7885V	Pruski	Keith	National Benefit Life Insurance	1547272	\$22,125.00
1019V	Pryor	Steven	Allstate Life Insurance	772881377	\$75,000.00
0547V	Puckell	Ricky	Texas Life Insurance Co.	UL0710997	\$25,000.00
1209V	Puckett	Ricky	Sun Life of Canada	20031205	\$52,000.00
1625V	Puckett	Ricky	Old Line Life	2123897	\$100,000.00
1624V	Puckett	Ricky	John Hancock Mutual Life	MV 00 700 3906	\$150,000.00
21121V	Puckett	Ricky	Transamerica Life	50449861	\$300,000.00
0364V	Pulis	Robert	SAFECO Life Insurance Co.	1600231900	\$196,000.00
6067V	Pyte	William	Mutual of Omaha	GLG-8F65	\$19,000.00

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6061V	Pyle	William	United of Omaha Life Insurance Co.	GVTL-8F66	\$95,000.00
1004V	Quarantaro	Steffi	Allianz Life Insurance Co. of North America	1001494024	\$50,000.00
3345V	Quill	Robert	FEGLI	221383260	\$152,000.00
5742V	Quinn	Jeffery	National Guardian Life Insurance Company	429994	\$50,000.00
3670V	Quinn	Jeffery	FEGLI/Retirement Operations Center	8082121	\$156,000.00
0600V	Quinn	Joseph	Prudential Insurance Co.	61 097 782	\$100,000.00
1276V	Radford	Larry	State Farm Ins.	LI 12970172	\$50,000.00
6340V	Raggio	Mark	Great West	03G0001057	\$81,000.00
5684V	Ragland	Ronald	Zurich Federal Kemper	FL1461797	\$100,000.00
5680V	Ragland	Ronald	Provident Life & Accident Ins. Co.	89-GL-41251	\$160,598.00
9374V	Rains	Theodore	Jefferson Pilot	652056977	\$3,000,000.00
7654V	Ramey	Mark	Fortis Financial	WMH 744 23 00	\$690,000.00
9327V	Ramirez	Paul	MetLife	972 605 516A	\$96,000.00
4640V	Ramos	Refugio	Met Life	1117755-G	\$30,400.00
0344V	Ramos-Diaz	Nixa	Equitable Variable Life	35766076	\$86,392.00
3494V	Randolph	Laurance	Metropolitan Life	29055	\$121,800.00
4157V	Ratliff	Freeman	Phoenix Life Ins. co/GE GROUP LIFE	036-3231	\$93,000.00
0589V	Raven	Michael	Southwestern Life Ins. Co.	29934200	\$75,000.00
0561V	Raven	Michael	Allianz Life Ins. Co	3239161	\$100,000.00
0711V	Raven	Michael	Madison National Life Insurance Company, Inc.	424396	\$100,000.00
0560V	Raven	Michael	Conseco Life Ins. /Massachusetts General Life	1090156354	\$150,000.00
0152V	Rawson	Michael	Life Investors Insurance Co. of America	HXL3955793	\$100,000.00
20963V	Rawson	Michael	Allmerica Financial Life	L385326-00	\$11,364.00
0153V	Rawson	Michael	Allmerica Financial Life	L385326-0	\$75,000.00
7388V	Ray	Alan	Veterans life ins. Co.	400-YH-24203	\$60,000.00
5406V	Raymond	Kirk	Gerber Life	1165628	\$37,500.00
6163V	Reeb	Michael	American General Life & Accident Ins. Co.	194375725	\$25,000.00
7156V	Reeb	Michael	STATE FARM	LF-1372-5616	\$25,000.00
10341V	Reed	Barry	Unicare Life & Health Ins. Co	28461	\$36,000.00
4895V	Reed	Brett	Aetna Life Insurance Co.	658234	\$14,000.00
4894V	Reed	Brett	CIGNA Group Insurance	M100860	\$28,000.00
7564V	Reed	Clyde	American National Insurance Company	M1110280	\$30,000.00
9274V	Reed	Jonathan	Globe Life	00B191764	\$10,000.00
9313V	Reed	Jonathan	MetLife	933110196M	\$10,000.00
10726V	Reed	Jonathan	Allianz Life Comp of America	2566780	\$25,000.00
5856V	Reed	Mark	Monumental Life Insurance	6170	\$76,605.00
4703V	Reed	Thomas	Principal Mutual	4 487 278 6	\$50,000.00
10587V	Reid	Lisa	Gerber Life Insurance Co.	6609552	\$20,000.00
9113V	Reid	Lisa	Gerber Life Insurance Co.	6898087	\$20,000.00
6547V	Reimenc	Scott	American General Life	500598585C	\$44,179.20



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5063V	Renfro	Gregory	MetLife	9937777	\$14,806.00
4518V	Rensted	Paul	American Life	200090568	\$58,200.00
7278V	Reynolds	Richard	Met Life	95084 & 95085	\$395,000.00
6654V	Rhoden	Bernard	Hartford	LL1569203-02 (GL-33904)	\$81,000.00
8563V	Rhoden	Paul	Massachusetts General Life Ins.	1090344550	\$100,000.00
5704V	Richard	Aaron	Teachers Insurance & Annuity Assoc.	7518962	\$88,000.00
11293V	Richard	Johnny	American General Life Insurance Co.	195032089	\$25,000.00
6000V	Richardson	Robert	Northwestern Mutual Life Ins. Co.	13598535	\$74,265.00
5998V	Richardson	Robert	Principal Mutul Life	3764809	\$191,646.00
20681V	Richardson	Robert	Principal Mutual Life	3764809a	\$57,494.00
0728V	Richmond	Craig	UNUM - California Medical Association	379505	\$55,000.00
5437V	Riddle	John	UNUM Provident	W526	\$33,000.00
5622V	Rleman	Chris	Peoples Benefit Life Insurance	MP00244	\$20,000.00
4878V	Rleman	Chris	Mass Mutual Life Insurance	7-379-271	\$24,213.56
1630V	Rlerson	Michael	Minnesota Mutal Life	15906180	\$173,000.00
3754V	Rlerson	Michael	Minnesota Mutal Life	159 061 80-A	\$35,000.00
20679V	Rlerson	Michael	Minnesota Mutal Life	15906180A	\$42,000.00
6913V	Rike	James	Liberty National Life Insurance	A003116720	\$100,000.00
3378V	Riley	Robin	Central United Life Insurance	2061579	\$7,000.00
5893V	Ringen	Mark	AGIA - CIGNA - NRA INSURANCE SERVICES	AGL-1068	\$50,000.00
7426V	Ritterstein	William	All American life Ins. Co.	L 1395617	\$85,000.00
7425V	Ritterstein	William	Monumental Life	MZ 909 5331 / 9998	\$100,000.00
7427V	Ritterstein	William	Reliastar (assumed the policy)	GL-61462-9	\$250,000.00
6872V	Riveiro	Ivo	State Farm Life Insurance Company	LF-0947-7609	\$50,000.00
7440V	Riveiro	Ivo	Allstate Insurance Company	644 024 65	\$50,000.00
8369V	Rivera	Gilbert	Farmers New World	4287927	\$50,000.00
0964V	Rivera	Luis	American Heritage Life	400 469 929 U	\$98,700.00
8224V	Rivera	Richard	MONY life Insurance Company	13724648CF	\$100,000.00
6550V	Robbins	Clarence	Valley Forge Life Insurance Company	ULBA 000 057	\$100,000.00
0149V	Roberts	Jimmy	Southern Farm Bureau	2256419	\$25,000.00
20680V	Roberts	Jimmy	Southern Farm Bureau	2821992	\$25,000.00
20998V	Robinette	Travis	Tennessee Farmers life Insurance Co	161923	\$50,000.00
6670V	Robinson	Daniel	Prudential /AICPA/AON Insurance	318829	\$300,000.00
4219V	Robinson	John	Lincoln Benefit Life Company	U0159907	\$100,000.00
1508V	Robinson	Joseph	MetLife	972 503 454A	\$200,000.00
4468V	Robinson	Maurice	American General Life Insurance Co. of New York	5008919240	\$24,460.00
7330V	Robinson	Robert	United Presidential Life Ins.	10412473	\$100,000.00
8054V	Rodgers	Ronald	Met Life Ins	1164281-G	\$69,000.00
9609V	Rodgers	Ronald	Aetna Life Insurance	GL-15407	\$69,000.00
5723V	Rodgers	William	Jackson National	23406850	\$50,000.00

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7960V	Rodriguez	Antonio	Baltimore Life	A0967614	\$250,000.00
6368V	Rodriguez	Jose	Prudential Insurance Co.	62 796 273	\$200,000.00
5085V	Rodriguez	Jose'	American General Life	E 500 699268 C	\$91,799.00
3813V	Rodriguez	Teodorico	ING Life Insurance Company	G1473793	\$275,000.00
6485V	Rodriguez	Raymond	Principal Mutual	4261575	\$70,200.00
1123V	Rogers	Timothy	American Insurance Administrators	101-144682	\$72,500.00
1179V	Rogers	Timothy	Allmerica Financial Life Insurance Co.	188870100	\$75,000.00
1194V	Rogers	Timothy	American Insurance Admin.	101-170-414	\$100,000.00
3582V	Roper	Ronald	Aetna Life Insurance Company	329050	\$168,000.00
3524V	Rorick	Michael	National GuardianLife Insurance Co.	462458	\$200,000.00
5328V	Rose	Charles	Great West Life & Annuity Insurance Company	53799GL	\$12,500.00
6548V	Rosenthal	Robert	Protective Life Ins. Company	315942	\$50,000.00
8434V	Ross	Benny	Provident Life & Accident	(334 65) D5351 660	\$28,338.00
5549V	Ross	Mervyn	Old Republic	567872	\$1,000,000.00
5334V	Roy	Adam	Farmers New World Life Insurance	6008366	\$100,000.00
0378V	Rozell	Richard	Aetna Life Insurance Co.	N38978540/ 699814 10	\$108,000.00
11576V	Russo	Frank	Prudential	74567004	\$36,688.10
6364V	Ryan	Gary	Fordis- John Alden Life Insurance Company	MG0200358L	\$55,000.00
0243V	Sabatino	Christopher	Trustmark Insurance Co.	L62212	\$25,000.00
6393V	Sabatino	Christopher	Protective Life Insurance	B00202971	\$30,000.00
1034V	Sabalino	Christopher	Life Ins. Co. of Ga.	1273889	\$50,000.00
6396V	Sabalino	Christopher	Protective Life	B00202970	\$66,000.00
1407V	Sabalino	Christopher	UNUM Life Insurance Co.	203996 - 001	\$100,000.00
0242V	Sabalino	Christopher	United Services/ReliaStar	00672632-5	\$25,000.00
6120V	Sabatino	Gary	Jefferson Pilot	TP4393504	\$75,000.00
3553V	Salamanca	Miguel	All American Life	L1378646	\$95,000.00
6300V	Sandoval	Harold	Globe Life & Accident	3607259	\$33,000.00
11477V	Sands	John	FEGLI	157366301	\$624,000.00
7022V	Saunders	Kenneth	Principal Financial Group	4505189	\$36,000.00
5314V	Sawyer	William	All American Life Insurance Company	L1371668	\$75,000.00
6752V	Schaaf	Gloria	Stonebridge	25223	\$15,540.00
6769V	Schaaf	Gloria	American Home Life Insurance Company	157165	\$30,000.00
0881V	Scherrer	Roy	Balboa Life	519232363	\$15,000.00
6375V	Scherrer	Roy	BMA Insurance Company	40079892	\$40,000.00
6185V	Schmidt	Michael	Valley Forge Life Insurance Co.	1808424	\$50,000.00
7893V	Schuldt	Shawn	Metropolitan Life Insurance Company	983 202 89M	\$15,000.00
4689V	Schulz	Ira	State Mutual	L561-402	\$50,000.00
5075V	Schumacher	Steven	Massachusetts Mutual Life	7457759	\$7,448.00
1400V	Schwab	Wm	John Hancock	67178885	\$200,000.00
1434V	Scott	Henry	Metropolitan Life	956706526A	\$610,000.00

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0704V	Scutt	Paul	Allstate Life Insurance Co.	792409629	\$50,000.00
9941V	Seabolt	Michael	Globe Life	009622512	\$10,000.00
6799V	Seals	Carmela	American United	601 959 08	\$119,500.00
0082V	See	Thomas	Alta	G40267	\$147,000.00
1325V	Shamer	Dave	Connecticut General Life Insurance Co.	220901	\$55,000.00
0385V	Sharp	Benjamin	FEGLI - U.S. Postal Service	CSA8005390	\$31,000.00
5725V	Shaitan	Scott	Gerber Life	25790	\$25,000.00
6308V	Shaw	Donnell	Veterans Life Insurance Company	MP1553	\$50,000.00
0702V	Shea	Michael	FEGLI - U.S. Post Office	32488989	\$180,000.00
8100V	Shea	Paul	Old Line Life	979435	\$100,000.00
7354V	Shelley	Eric	Life of Georgia	3891586	\$50,000.00
6150V	Shelley	Eric	Manhattan National Life Insurance Co.	AA9519825	\$75,000.00
6193V	Shelley	Eric	Southwestern Life Insurance Company	1000025046	\$90,000.00
8685V	Shelley	Eric	Commercial Union	PT368703	\$97,477.00
6192V	Shelley	Eric	Continental General Insurance Co.	2771727	\$100,000.00
1409V	Shelley	Eric	John Hancock	67170499	\$200,000.00
3384V	Shepard	Jerry	American Heritage Life	9000 523 45U	\$51,369.28
1265V	Sherer	Robert	New York Life Insurance Company	38167574	\$112,719.00
10140V	Sica	Nicholas	Equitable	89029052	\$200,000.00
21129V	Sica	Nicholas	Equitable	89029052	\$6,476.00
3385V	Siller	Amador	Allstate Life Insurance Co.	797351122	\$50,000.00
6686V	Simmons	Robert	Monumental Life	MM3047572	\$50,000.00
5475V	Simons	Dorothy	Mutual of Omaha	UA7189915	\$100,000.00
5900V	Sims	Ambrose	Provident Life and Accident Insurance Co.	D 5339979	\$76,599.00
21130V	Sims	Ambrose	Provident Life and Accident Insurance Co.	5339979D	\$8,950.00
1594V	Singleton	Lacey	Aetna Life Insurance Co.	R25082510	\$25,000.00
4486V	Slaton	Cynthia	UNUM Life Insurance Company	LAL124374	\$20,000.00
3706V	Sloane	Gregory	National Guardian Life Insurance Co.	462422	\$200,000.00
1001V	Smaiske	Gary	Old Line Life	620878	\$80,000.00
21141V	Smith	Anthony	Sunset Life	U-0057002	\$4,688.00
8373V	Smith	Daniel	Unum	510312	\$40,000.00
5503V	Smith	David	Colonial Penn Life(conseco)	TR10432174	\$6,652.00
0315V	Smith	David	FEGLI - Dept. of Vet. Affairs	17000-G	\$22,000.00
4814V	Smith	David	United Services Life Insurance Company	00678720-8	\$25,000.00
4816V	Smith	David	Monumental Life Ins. Co.	FAC0001022	\$50,000.00
4815V	Smith	David	Southwestern Life Ins. Co	29944080	\$75,000.00
0294V	Smith	David	Universal Guaranty	ICIS2509	\$100,000.00
0384V	Smith	David	Madison National Life	80042060	\$100,000.00
4830V	Smith	David	Manhattan Life Insurance Company	ML94027170	\$100,000.00
0315V-A	Smith	David	John Hancock Mutual Life Insurance Co.	67161926	\$110,000.00

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7088V	Smith	Lary	American General Life & Accident	185292649	\$46,283.00
4744V	Smith	Perry	Southwestern Life Insurance Company	900122684	\$25,000.00
6068V	Smith	Shirley	Transamerica Life Companies	92014498	\$100,000.00
0786V	Smoot	Rory	Stonebridge	25189	\$75,000.00
6641V	Soltz	Maurice	Transamerica Company Data	93014766	\$100,000.00
6640V	Soltz	Maurice	Transamerica Life	93014672	\$150,000.00
20965V	Soltz	Maurice	Transamerica Life	93014672	\$6,467.46
5429V	Souby	Ralph	SAFECO Life Insurance Company	AA653256	\$500,000.00
4359V	Sparks	Ned	Aetna	392672 10 001	\$114,000.00
5541V	Spivey	Linda	ITT Hartford	LL1546684-02	\$16,500.00
8661V	Spigle	Roger	Security Life	9162371	\$15,000.00
0386V	Squillante	Edward	Jefferson Pilot Insurance Co.	VPA 967246	\$25,000.00
3735V	Stafford	John	Transamerica Life Companies	50226990	\$53,926.00
8228V	Stafford	Lowell	United Insurance Co. of America	RP1048340	\$50,000.00
0481V	Stamback	John	American Family Life	11718767	\$10,000.00
0706V	Stamback	John	Provident Life and Accident	G 3556847 (G91300)	\$27,000.00
0369V	Stanford	James	Hartford Life Insurance	LL1547319-02	\$93,000.00
5358V	Starkes	Curtis	Colonial Life	609 870 6130	\$107,500.00
0697V	Steadman	Thomas	Monumental Life Insurance Co.	MZA100087-0066F	\$100,000.00
8037V	Stein	Sam	Trans America	41118876	\$500,000.00
1178V	Steinberg	Jeff	Southland Life	051 947 9350	\$80,000.00
0487V	Stellato	Michael	Life of Virginia	2437810	\$350,000.00
5682V	Stephens	John	State Farm Insurance Co.	AS-0032-4995	\$50,000.00
4604V	Sterglu	Steve	FEGLI	CSA-8-026-944	\$30,000.00
5046V	Sterglu	Steve	Prudential Insurance Company	72713457	\$50,000.00
8311V	Sterill	Nicholas	Canada Life Assurance Co.	GH 13041	\$62,000.00
4292V	Stern	Patricia	CUNA Mutual Life	1156151	\$30,216.78
1012V	Stewart	John	Nationwide Insurance Co.	B101516730	\$50,000.00
7297V	Stewart	Perry	Principal Life Insurance Co.	4506779	\$23,000.00
6261V	Stiefel	Robert	Travelers	717 5140	\$100,000.00
1416V	Strong	Douglas	Metropolitan Life	936805730A	\$50,000.00
1559V	Strozler	John	John Hancock Mutual Life Ins. Co.	67 179 606	\$200,000.00
5205V	Sutton	Robert	Life Insurance Co of North America	VTL4374	\$70,000.00
10328V	Swan	Joyce	Farmers New World	4521347U	\$150,000.00
4918V	Swayze	Roger	FEGLI	II431274336	\$186,000.00
6283V	Swindell	Robert	Allstate Life	714 279 659	\$450,000.00
7484V	Tabar	Andrew	FEGLI/U.S. Postal Service	290468792	\$224,000.00
6246V	Tambeau	Mark	Primerica Life Ins. Company	420154804	\$10,000.00
6370V	Tambeau	Mark	United Presidential	407685	\$100,000.00
7280V	Tambeau	Mark	Old Line Life	2268507	\$100,000.00

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7725V	Tant	Frank	Harford Insurance Company	UF0870902	\$25,000.00
0414V	Tate	Ronald	FEGLI/RS	460 272 078	\$175,000.00
8178V	Taube	Marvin	Zurich Kemper Life Ins. Co.	FK 1691062	\$100,000.00
0992V	Taylor	Craig	Zurich Life Insurance Co. of America	ZL 32 5079	\$91,803.47
8885V	Taylor	Richard	Midland National Life	2500831065	\$30,000.00
1656V	Taylor	Rodney	MetLife	973000019A	\$200,000.00
8873V	Temple	Randy	MetLife c/o Mellon Bank	983 502 137A	\$150,000.00
0884V	Tessel	Jack	William Penn Life	NYU 005 99 99	\$106,878.04
0699V	Tessel	Jack	ReliaStar Bankers Security	1130952	\$200,000.00
0883V	Tessel	Jack	Savings Bank Life Ins. fund	60-00-26698	\$200,000.00
5794V	Theetge	David	United Services Life Insurance Company	100679026-7	\$25,000.00
5796V	Theetge	David	Security Life Ins. company	SN004162	\$25,000.00
7517V	Thomas	Arnall	Federal Kemper Life Assurance Company	FK 5087492	\$250,000.00
6794V	Thomas	Larry	Horace Mann Life Insurance Co.	0510 168 320	\$173,000.00
1387V	Thomas	Reginald	Cigna/ connecticut	7060081	\$36,000.00
4826V	Thomas	Ronald	National Guardian	429062	\$50,000.00
8686V	Thomas	Threston	United of Omaha	UA7431661	\$100,000.00
4269V	Thomas	Timothy	Metropolitan Life	98047	\$148,000.00
1081V	Thomas	William	Globe Life and Accident	B375089	\$10,000.00
3933V	Thomas	William	Globe Life & Accident	00-B903278	\$10,000.00
0936V	Thomas	William	Globe Life & Accident	AQUB360865	\$15,000.00
3932V	Thomas	William	Globe Life & Accident	B881238	\$15,000.00
3931V	Thomas	William	Allstate Life Insurance Co.	64403142	\$50,000.00
0956V	Thomas	William	Starmount Life Insurance Co.	L11116760	\$99,000.00
11485V	Thome	Dale	Allianz Life Insurance Co of N. America	2573129	\$25,000.00
6679V	Thompson	Scott	Colonial Life	606 029 3200	\$27,861.00
0831V	Thompson	Wayne	Boston Mutual Life	8492-417	\$10,000.00
6080V	Thornon	Lester	Fortis Financial Group	T606304	\$75,000.00
6925V	Thornon	Lester	United Prsidential Ins. Co.	10407639	\$100,000.00
4653V	Throne	James	Met Life	973205461 A	\$200,000.00
1475V	Thruaman	Jesse	MetLife	963 505 239A	\$200,000.00
6629V	Tinglof	Robert	Fortis-Time Insurance Company	T606302	\$75,000.00
6630V	Tinglof	Robert	Valley Forge Insurance Co.	VIFB008490	\$500,000.00
21139V	Tinglof	Robert	Fortis-Time Insurance Company	T606302	\$4,000.00
7318V	Tolsby	Tracy	PacificCare Life and Health	1000	\$19,000.00
8437V	Toney	Anthony	MetLife	x1342-G	\$80,000.00
5748V	Tosiado	Juan	Modern Woodmen of America	7185025	\$65,000.00
4140V	Townley	Stephen	Harford life Insurance	G11560	\$55,000.00
7392V	Tribble	Kenneth	Globe life & Accident	00C813312	\$15,000.00
10701V	Tribble	Kenneth	Globe Life & Accident	00C813312	\$5,000.00

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7975V	Tsolias	Costa	AAA Life Ins. Co.	2438763	\$100,000.00
0689V	Tucker	Robert	Aetna Life Insurance Co.	656045	\$122,000.00
5955V	Tucker	Shannon	All American Life Insurance Company	L2078985	\$15,000.00
5213V	Tuthill	Peter	MetLife	29900	\$131,400.00
7548V	Tyler	Kenneth	State Farm Life Ins. Co.	lizahra15860694	\$10,000.00
9672V	Tyree	David	New England Life Insurance Company	28095414	\$65,000.00
6562V	Tyrrell	Kevin	MetLife	942608707A	\$76,036.10
5926V	Umbrino	Joseph	Jackson National Life Insurance Company	25347310	\$90,000.00
6903V	Umbrino	Joseph	Franklin life Ins.	6236397	\$90,000.00
6430V	Umbrino	Joseph	Old Line Life	2238043	\$100,000.00
3590V	Underwood	Garth	Alistate Life Insurance Co.	748-753-226	\$49,527.00
21140V	Underwood	Garth	Alistate Life	748753226	\$3,530.00
3587V	Underwood	Garth	New York Life Insurance Company	43561538	\$57,470.00
9143V	Urrego	Mauricio	Prudential	62-922-194	\$135,000.00
6044V	Valenta	Mark	Universal Guaranty	HAIC147956	\$100,000.00
5133V	Valero	Richard	Woodmen Of The World Life Insurance Society	CHRIS3488117	\$5,719.32
9802V	Vann	Gerald	MetLife / B & A	996108128A	\$350,000.00
5461V	Vanucci	Stephen	Equitable Life Assur. Soc. U.S.	89 091 873SV	\$51,636.00
5462V	Vanucci	Stephen	Hghmark life Insurance	1800-PA	\$150,000.00
7574V	Varnado	Louis	All america life Insurance	A-900463-591308-0201002	\$66,000.00
7575V	Varnado	Louis	Veterans Life Insurance company	400 YK 517 50	\$100,000.00
4544V	Varnalopoulos	Milton	Aetna Life Insurance	393566	\$52,000.00
4299V	Velez	Jose	Sun Life of New York	A0150	\$50,000.00
4881V	Verdi	Ronald	Equitable Life Assurance Society of the U.S.	N 84 045 295	\$28,192.00
10274V	Vickers	Robert	New York Life	38236186	\$100,000.00
9703V	Viens	Edward	New York Life Insurance Co	46009869	\$30,500.00
8639V	Vinal	Clifton	Old Line Life	2277716	\$50,000.00
6327V	Visconti	Michael	Great West Life	4809642	\$30,000.00
6626V	Visosky	James	ING - Reliastar	912778-1212	\$104,000.00
3695V	Vizcarondo	Jose	Hartford	U01517654	\$50,000.00
7959V	Voges	Trent	Franklin Life Insurance Company	626 2038	\$50,000.00
6286V	VonRohr	Tamara	American General Life Ins. Co (Texas)	B001183560	\$5,000.00
6836V	VonRohr	Tamara	Union Fidelity Life Ins. Co.	L 705615	\$5,000.00
7051V	Vrahmos	Steven	Security Life Ins. Co. of America	9177189	\$15,000.00
8189V	Wade	John	Provident Life Ins.	245 886 22404	\$14,444.00
5913V	Wade	John	Provident Life and Accident Insurance Co.	245 886 224 03	\$15,258.00
5235V	Wald	Christopher	Jackson National	239034150	\$50,000.00
3725V	Walters	Rodney	Connecticut General/Johnson&Higgins/KirkVanOrsdel	56940	\$190,000.00
10156V	Walters	Rodney	Universal Life Insurance Trust	56940(a)	\$10,000.00
6346V	Walden	Carse	Philadelphia Life Insurance Company	230 003 3490	\$50,000.00

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6336V	Walden	Carse	Life Investors Life	B130421	\$150,000.00
6501V	Walker	Gary	Old Line Life	2247916	\$100,000.00
1257V	Walker	John	Citicorp/Allianz Insurance Company	8540-001	\$50,000.00
3720V	Walker	Michael	Slate Farm Insurance Co.	LF09290225	\$100,381.75
4985V	Walker	Rita	SBLI USA Mutual	63-0005101	\$5,000.00
8444V	Walker	Steven	Cincinnati Life	2264662	\$23,146.00
0780V	Walrod	Mark	USAA Life Insurance Co.	214293201	\$50,000.00
0782V	Walrod	Mark	New York Life	G-5393-0	\$65,000.00
0781V	Walrod	Mark	USAA Life Insurance Co.	2142932U1	\$101,218.71
1659V	Walrod	Mark	Met Life	976-106-013A	\$200,000.00
10626V	Walters	Fred	Valley Forge Life Ins. Company	IULC1000066	\$200,000.00
1082V	Walters	Ralph	Globe Life & Accident	OO-B634640	\$10,000.00
1083V	Walters	Ralph	Fortis Financial Group	T985420	\$80,000.00
7961V	Walther	Bruce	Attorney Group Ins. Trust	G-178940	\$40,000.00
5721V	Walz	Arthur	Aetha Life Insurance	658260	\$10,000.00
7304V	Wampler	Douglas	American General Life Insurance Co. (Texas)	B100219320	\$15,000.00
0320V	Ward	Larry	USAA Life Insurance Co.	2148994	\$100,000.00
1009V	Ward	Steve	Northwestern National Life/Reliastar	GL24964-5	\$50,000.00
6779V	Warren	Mark	Southwestern Life	2000016867	\$25,000.00
5995V	Washington	Jane	FEGLI Dept. of Defense Civilian	A8103100	\$34,000.00
11623V	Watkins	Bryan	Farmers New World Life	6019488	\$10,000.00
5739V	Watson	Steven	State Farm Ins. Company	8440766	\$50,516.00
5497V	Watson	Steven	All American Life/Nursing Svc. Organization	G-539	\$60,000.00
6220V	Watters	Daniel	Valley Forge Life Ins. Co.	1808401	\$50,000.00
9673V	Watts	Jackson	UNUM	LAL124604	\$43,000.00
5744V	Weatherley	Ernest	All American Life/ Nursing Svc. Organization	G-639	\$75,000.00
5087V	Webb	Michael	FEGI-United States Postal Service	528-15-7925	\$30,000.00
6996V	Webster	Walter	Medical Life	TN 48070	\$20,000.00
4535V	Webster	Zachary	Met Life Insurance Company	976612599A	\$100,000.00
7832V	Wedman	Joe	Jackson National Life	12124630	\$100,000.00
7451V	Weiss	John	General American Life Insurance Co.	39356639	\$75,000.00
7452V	Weiss	John	Illinois Mutual	335832	\$75,000.00
7450V	Weiss	John	Travelers	4475521	\$100,000.00
6742V	Wells	Kenneth	Commonwealth Life Insurance Company	CPC136363	\$25,000.00
8001V	Wentworth	Steven	American Republic Life	10481276	\$98,291.00
1138V	Wert	Douglas	UNUM Life Insurance	453079	\$36,000.00
8690V	Westerberg	Kent	PM Group Life Ins. Co.	1886	\$44,000.00
6332V	Wheeler	Gary	United States Letter Carriers Mutual Benefits Asso	106924	\$25,000.00
9798V	Whisman	Bryan	Allianz Life Company of North America	2518504	\$25,000.00
6797V	White	Charles	Lincoln National	100424464	\$110,000.00

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9789V	White	Stephen	Provident Life	34000-4750899	\$47,538.00
3661V	Whitley	Stephen	United Services Life Insurance Co.	00668398-2	\$25,000.00
6953V	Whitley	Stephen	Valley Forge Life Ins. Company	ULBA 0000 75	\$200,000.00
0307V	Whitman	Scott	MeLife Insurance Co./Johnson & Higgins	G444555	\$160,000.00
0776V	Whitten	Barry	Jefferson Pilot Life Insurance Co.	VPB 793 663	\$65,000.00
0632V	Wibbanks	Kent	Franklin Life Insurance Co.	5633948	\$32,320.29
0632V-A	Wibbanks	Kent	Franklin Life Ins.	6365672	\$35,749.00
21043V	Wilbanks	Rodney	Allianz Life Company of North America	2665230	\$25,000.00
4755V	Wilkins	Michael	AIG Life Insurance Co.	L98403724 (GL998)	\$54,000.00
1041V	Wilkins	Sherry	American General Life & Accident Insurance Co.	190170019	\$25,000.00
1039V	Wilkins	Sherry	Jefferson Pilot Life Insurance Co.	JP4318526	\$50,000.00
1040V	Wilkins	Sherry	Jefferson Pilot Life Insurance Co.	PO8951475	\$5,000.00
9112V	Willard	Frank	Wisconsin National	L00459849	\$150,000.00
7539V	Williams	Clint	L.I.N.A.	FLX 1218	\$50,000.00
4977V	Williams	Dexter	Met Life	976911913-A	\$100,000.00
3798V	Williams	Gordon	General American Life Insurance Co.	3343406	\$25,000.00
6404V	Williams	Gordon	UNUM	LAL129705	\$56,300.00
5555V	Williams	Marty	John Hancock Mutual Life/AFBA	94762	\$50,000.00
6780V	Williams	Marty	United of Omaha	UA7308569	\$200,000.00
6149V	Williams	Rodney	Valley Forge Life Insurance Company	1808419	\$50,000.00
7540V	Williams	Stulson	John Hancock Mutual Life Ins. Co.	67213631	\$50,000.00
7648V	Williams	Tyrone	Primerica	0412 314 040	\$100,000.00
1495V	Willingham	John	New York Life	42570489	\$100,000.00
7870V	Wilson	Scott	Jackson Natl. Life Ins. Co.	0022 868 360	\$100,000.00
7884V	Wilson	Scott	Prudential/AICPA Insurance Trust	CPA 7527531-3 (G14273)	\$200,000.00
0114V	Wilson	William	FEGLI	CSA8026431	\$28,000.00
8213V	Werner	Ester	Lincoln Benefits - Client Services	U0221915	\$200,000.00
6229V	Winston	Lloyd	Mutual of Omaha	GLG 1F60	\$50,000.00
7631V	Wirkus	Leonard	Jackson National Life Ins. Co.	21915550	\$150,000.00
1560V	Wise	Reginald	John Hancock Mutual Life	67173037	\$200,000.00
3936V	Wishon	David	Southland Life	1-80-066-3790	\$5,000.00
3941V	Wishon	David	AMEX	9000-0208175	\$5,000.00
3939V	Wishon	David	Sun america	7623074A	\$55,321.60
3944V	Wishon	David	AUSA Life Insurance Company	LXP3518411	\$150,000.00
5301V	Wojohn	Gregory	Liberty National Life Insurance	6289544	\$31,852.00
4636V	Wolf	Steven	Life of Virginia	233-78-4144	\$66,000.00
3391V	Wollert	Steven	Minnesota Mutual Life	20879200	\$221,000.00
4739V	Worden	James	Life Insurance Company of North America	VTL195623846	\$50,000.00
5155V	Workman	Robert	Guarantee Reserve	4032448	\$10,000.00
8332V	Worham	Kenneth	Prudential	BA-002 262	\$150,000.00

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9909V	Woyan	Gregg	New York Life Ins	44324294	\$41,339.00
8626V	Wright	Dagne	MetLife	983 006 435 A	\$100,000.00
7554V	Wright	Earnest	Reliable Life Insurance Co.	013 3105281	\$10,000.00
5494V	Wright	Raymond	Security Life Insurance Company	SN003825	\$25,000.00
5495V	Wright	Raymond	United Services Life	00678635-8	\$25,000.00
5493V	Wright	Raymond	Universal Guaranty	IC156399	\$80,000.00
11632V	Yarbro	Christopher	Hartford Life & Annuity	LL1568223-32	\$26,000.00
6214V	Yates	Worth	Met Life/ Johnson & Higgins/ Kirke-Van Orsdel, Inc	A28064-G	\$670,000.00
0301V	Young	Charles(Eddie)	General American Life	5549	\$250,000.00
6244V	Young	Ward	United of Omaha	6594394	\$10,000.00
8145V	Yurek	Wayne	State Farm Insurance Company	LF7220071	\$75,000.00
4275V	Zambrano	Guillermo	Aetna	14008	\$95,000.00
0940V	Zasadzinski	Ronald	ING Life Insurance and Annuity Company	9G1209410	\$34,126.00
7798V	Zigler	Kim	Principal Financial Group	3291029	\$124,555.00
7794V	Zirkelbach	James	Midland National	180610869U	\$75,000.00
4889V	Burks	Anthony	Guarantee Life	51541465	\$75,000.00
4499V	Graves	James	New York Life	42082214	\$100,000.00
1057V	Mizesko	Phillip	Continental Assurance	101701807	\$205,000.00
4486V	Slaton	Cynthia	Unum	LAL124374	\$20,000.00
750V	Thompson	Tryone	Occidental	21007782104	\$95,896.00
SUBTOTAL - ACTIVE POLICIES					\$131,315,558.66

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LP - Pending Transfer from Third Party			Insurance Company	Policy Number	Face Amount
Viator ID#	Last Name	First Name			
0753V	Aguirre	Francisco	Acacia Mutual/National Life Ins. Co.	71209993	\$100,000.00
0828V	Brown	Richard	Primerica Life Insurance Co.	430199985	\$100,000.00
1411V	Colwell	Robert	Aetna Life Insurance Co.	U1381324	\$53,515.00
0919V	Gilbert	Cliff	Prudential	G07824	\$38,000.00
0754V	Hall	Anna	Chubb Sovereign Life Insurance Co.	290178	\$50,000.00
0550V	Horne	Larry	Phoenix Life Insurance Co.	048-0282	\$35,000.00
1052V	Hurst	Ill	Prudential	71181214	\$59,722.00
0988V	Jess	Richard	Life Investors Life Insurance Co.	PXL 3734713	\$100,000.00
0752V	Jorge	Jr	First Fortis Life Insurance Co.	80598-0-0	\$69,000.00
0713V	Karluk	John	New England Life	882735	\$50,000.00
0690V	Kays	James	Jackson National Life	16745400	\$100,000.00
0691V	Kemp	Thad	MellLife	A28064-G	\$200,000.00
0915V	Kristopher	Lawrence	Life of Georgia	1272504	\$50,000.00
0918V	Leopold	Guy	John Alden	2903181	\$75,000.00
0692V	Levy	Harry	Greatwest	G-1116-2328	\$50,000.00
0703V	Lindley	Robert	Metropolitan Life	G-130312	\$150,000.00
0730V	McAuley	William	FHP Life Insurance Company	LC-10079	\$30,000.00
1057V	Mizesko	Phillip	Continental Assurance Co.	101701807	\$205,000.00
0688V	O'Toole	Jimmie	John Hancock	67045474	\$100,000.00
1046V	Patrick	David	John Hancock Mutual Life Insurance	5846-G	\$160,000.00
0827V	Philbeck	Christopher	Primerica Life Insurance Co.	430198850	\$100,000.00
0725V	Pineo	Strider	Northwestern Mutual	11911420	\$20,643.00
0716V	Snyder	Dennis	State Farm	LF1126-6415	\$50,000.00
0750V	Thompson	Tyrone	Occidental	21007782104	\$95,896.00
1010V	van Limburg	Ronald	Commercial Life Insurance	ULG0062432	\$250,000.00
0917V	Vanech	Louis	Allstate Life Insurance Co.	784438795	\$73,000.00
1050V	Zillinger	Michael	Metropolitan Life	968 107 309A	\$135,000.00
SUBTOTAL - BEING TRANSFERRED FROM THIRD PARTY					\$2,499,776.00

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ABC Portfolio

EXHIBIT A

Policies with Irrevocable Beneficiaries					
Viator ID#	Last Name	First Name	Insurance Company	Policy Number	Face Amount
0193V	Akin	Jean/	Prudential Life Insurance Co.	61018766	\$2,000,000.00
0064V	Arnold	Lynda	Reliance Standard Life	RA0818310A	\$57,000.00
0068V	Bach	James	Lincoln Benefit Life	U0125764	\$50,000.00
0845V	Bradford	Richard	Primerica Life Ins. Co.	410133922	\$57,800.00
0398V	Brown	David	Columbia Universal Life Ins. Co.	492210	\$25,000.00
0934V	Buiter	Charlie	Colonial Life & Accident Insurance Co.	9763360	\$33,335.00
0144V	Chase	Keith	Franklin Life Insurance Co.	5208151	\$25,000.00
0890V	Chevrette	Steven	State Life Insurance Co.	874155	\$25,000.00
0109V	Chrisco	Richard	Connecticut General Life	511938	\$150,000.00
0063V	Christian	James	Occidental Life Of NC	220770423M	\$48,000.00
0200V	Davis	Ronald	Mutual of Omaha	5958474	\$30,000.00
0161V	Dean	Dennis	Prudential Insurance Co.	61396786	\$25,000.00
5662V	Dewberry	Brian	Stonebridge	25184	\$75,000.00
0100V	DiTore	Mike	Northwestern National Life	GL 179 82-51912778 1206	\$49,000.00
0060V	Dobbins	Laura	State Farm Life	LF-1289-9323	\$25,000.00
0158V	Embler	Mark	Equitable Variable Life	37-605-209	\$50,000.00
0139V	Freeman	Stanley	Texas Life Insurance Co.	UL0724734	\$38,554.00
0602V	Gaston	Randy	New York Life Insurance Co.	G-16314	\$60,000.00
0742V	George	Wendell	Lincoln National	6100765800	\$45,000.00
0077V	Graham	Eric	Principal Life Insurance Co.	4288624 2	\$214,000.00
0390V	Grainger	George	Life Insurance Co. of Virginia/now GE Life & Annui	T02611143	\$90,000.00
0507V	Hanley	John	Northwestern National Life/Reliastar	0091277-8	\$52,000.00
0186V	Hanna	Thomas	United Services Life Insurance/Reliastar	1L01541130	\$100,000.00
0079V	Hart	Sharon	Bankers Security RELIASTAR	VLB 040 286	\$50,000.00
0080V	Hart	Sharon	Protective Life	R10000033A	\$64,000.00
0221V	Harvey	Lonnie	Allstate Life Insurance Company	792001744	\$50,000.00
0675V	Hemby	Paul	Great Southern Life	159 29 99	\$28,987.00
0071V	Hernandez	Jose	Allianz Life Insurance Co. of North America	1001493541	\$50,000.00
0072V	Hernandez	Jose	Citicorp/Allianz	T90-0193052	\$50,000.00
0127V	Hess	Terri	Continental Assurance Insurance Companies	3263953	\$400,000.00
0128V	Hess	Terry	Primerica Life	410545195	\$100,000.00
0338V-2	Lee	Robert	Cigna	7040678	\$40,400.00
0380V	Leone	Richard	Jackson National Life	23171300	\$90,000.00
0134V	Lipsih	Donald	New York Life Insurance	37487615	\$100,000.00
0375V	Lyman	Richard	Prudential Insurance Co.	97000	\$128,000.00
0115V	Mans	Stephen	Primerica Life Insurance	421431432	\$150,000.00
0624V	McFarland	Marty	John Hancock	FV 003166214	\$100,000.00

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0763V	Moore	Robert	Commonwealth Life Insurance Co.	X03740671	\$50,000.00
0062V	Morris	David	New York Life	41-639-013	\$95,500.00
0324V	Morris	Joe	Cigna	M101960	\$80,000.00
0546V	Oneto	Albert	American Centurion Life	842-LXP 3515013	\$100,000.00
0124V	Pugh	Allen	New York Life Insurance Co.	38211092	\$72,000.00
0164V	Quinn	Joseph	Hartford life and accident Ins. Co.	9599-001	\$50,000.00
0239V	Quinn	Joseph	Central Security Life	CU0031442	\$40,000.00
0359V	Quinn	Joseph	Life Investors Insurance Co.	JXP3686536	\$200,000.00
0157V	Rickman	Tracy	Cigna	GL13957	\$65,000.00
0137V	Roberts	Jimmy	Southern Farm Bureau	1421875	\$50,000.00
0148V	Roberts	Jimmy	Southern Farm Bureau	1641799	\$25,000.00
0317V	Robinson	Robert	Jackson National Life	22827840	\$75,000.00
0321V	Robinson	Robert	Allianz Life Insurance	3229420	\$75,000.00
0129V	Samaniego	Ruben	Paragon Life Insurance	1409522	\$37,482.00
0705V	Scutt	Paul	Lincoln National	10-4243424	\$150,000.00
0618V	Simpson	Samuel	Monumental Life	U00303417	\$25,000.00
0597V	Smith	Anthony	Sunset Life Insurance	U0057002	\$88,698.00
0205V	Sprague	Joseph	Universal Guaranty	HAIC153406	\$70,000.00
0767V	Stone	Danny	Security Connecticut Life	342364W	\$100,000.00
0067V	Wynkoop	Eric	Prudential Life Insurance	67022189	\$318,000.00
SUBTOTAL - IRREVOCABLE BENE'S (possible transfer)					\$6,492,756.00
Exhibit A Totals					
Exhibit A					\$ 131,315,558.66
Exhibit A (Being Transferred from Third Party)					\$ 2,499,776.00
Exhibit A (Irrevocable - Possible Transfer)					\$ 6,492,756.00
GRAND TOTAL OF ALL POLICIES					\$ 140,308,090.66

EXHIBIT "A-1"

Matured Policies
(prior to 12/23/02)

The following Policies are Excluded Assets as a result of Seller's knowledge of the death of the Insureds thereof prior to the Policy Cut-Off Date.

MATURITIES

Notified Prior to 12/23/02 - Will be paid directly to investors

Viator ID#	Last Name	First Name	Insurance Company	Policy Number	Face Amount	Date of Death	Date Notified
65	CLARK	Aweta	Bankers Security Life	TBL552854	\$45,710.00	6/20/2002	11/13/2002
86	HUTSON	Garland	National Farmers Union	84VPB13706	\$25,000.00	12/11/2002	12/13/2002
87	HUTSON	Garland	Prudential	R6008154	\$100,000.00	12/11/2002	12/13/2002
125	ROSMINI	Gary	Jackson National Life	16425050	\$100,000.00	10/31/2002	12/9/2002
126	ROSMINI	Gary	Cigna	GL15459	\$40,000.00	10/31/2002	12/9/2002
1260	FARRELL	Michael	Life Investors Co. of America	PXL4052570	\$250,000.00		10/29/2002
7146	RILES	Linda	Lincoln Benefits	100615439	\$100,000.00	12/11/2002	12/10/2002
7178	HUTSON	Garland	United of Omaha	UR1015448	\$20,000.00	12/11/2002	12/13/2002
7808	HUTSON	Garland	United of Omaha	DR8866931	\$10,000.00	12/11/2002	12/13/2002
10445	HUTSON	Garland	Conseco Direct	TR13865900	\$11,928.00	12/11/2002	12/13/2002
10578	HUTSON	Garland	Guarantee Reserve	Cert.# 7556330	\$10,000.00	12/11/2002	12/13/2002

Irrevocable Beneficiaries - Proceeds will be Paid Directly to the Investors/Beneficiaries

113	RAND	Corey	Alliaz-Citicorp	Cert.# T900019468	\$50,000.00	12/22/2002	1/30/2003
401	WOOLEY	Douglas	ING	2596	\$63,200.00	1/5/2003	1/13/2003

Total not included in sale:

\$712,638.00

Note: The above listed policies are excluded from the sale.

NOTIFIED AFTER 12/23/02 - Pending Payment as of 2-5-03

Viator ID#	Last Name	First Name	Insurance Company	Policy Number	Face Amount	Date of Death	Date Notified
4889	BURKS	Anthony	Guarantee Life	51541465	\$75,000.00	12/26/2002	1/17/2003
4499	GRAVES	James	New York Life	42082214	\$100,000.00	11/24/2002	1/13/2003
1057	MIZESKO	Phillip	Continental Assurance	101701807	\$205,000.00	10/8/2002	1/27/2003
4486	SLATON	Cynthia	Unum	LAL124374	\$20,000.00	11/28/2002	1/29/2003
750	THOMPSON	Tryone	Occidental	21007782104	\$95,896.00	12/8/2002	1/27/2003

TOTAL POLICIES AFTER 12/23/03

\$495,896.00

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ABC Portfolio



Exhibit A-1

Note: This is just a listing of policies. All policies included in the sale are listed in Exhibit A.

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EXHIBIT "B"

Service and Escrow Agreement

[Attached]

SERVICE AND ESCROW AGREEMENT

THIS SERVICE AND ESCROW AGREEMENT (the "Agreement") is made and entered into this 13 day of February, 2003, by and between INFINITY CAPITAL SERVICES, INC., a Michigan corporation (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 specific order of the OK District Court dated January 16, 2003, the Conservator was directed to sell the Conservator Assets to one of two institutional investors, namely the Buyer or LifeAlliance, L.L.C., pursuant to terms and conditions generally described in and approved by the OK District Court's Order and the Conservator was further directed to distribute the proceeds thereof to the ABC Investors.

C. 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 and the OK District Court Order.

D. 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.

E. 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:

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 5.3.2 (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 whereabouts of each Insured, in accordance with the following:

2.1.1 Physician Contact. On a periodic basis, not less frequently than semi-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 (a) the health status of each such Insured; and (b) the date of the Insured's last appointment and if scheduled, the date of the next appointment.

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 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.

2.2 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 Service 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 Service 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 accounting records applicable to each respective Policy to the extent possessed by or prepared by the Servicer.

2.6 Conveyance Duties. Upon the Interim Conveyance Date and the Conveyance Date, as applicable, the Servicer will take the necessary acts (collectively, the "Conveyance Duties") to cause the unmatured 1-5 LE Policies and the 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 unmatured 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.

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 an initial budget and Servicer will hereafter provide to Buyer and Seller, at least thirty (30) days prior to the end of each calendar year, a budget (each a "Premium Budget") which reflects, on a monthly basis and for each period 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 initial Premium Budget, which is attached hereto as Schedule "1".

3.1.2 Initial Proration and Deposit. The initial Premium Budget includes the proration of premium payments as of the Policy Cut-Off Date, which Buyer will pay to Servicer on the Closing Date in accordance with Paragraphs 3.2 and 4 of the OPA. Such prepaid premiums will be deposited by Servicer in an account designated as the "Premium Refund Account" to be held and distributed to the ABC Investors on the terms hereafter set forth.

3.1.3 Monthly Invoices. Servicer has provided an initial monthly invoice and Servicer will hereafter provide to Buyer and Seller, at least twenty-five (25) days prior to the end of each calendar month, an invoice (each a "Monthly Invoice") which reflects Buyer's obligations, payable in advance, for premiums due under the Policies and the monthly amount of Buyer's Servicer Fees, as hereafter defined. It is expressly agreed that Buyer and Seller approve the initial Monthly Invoice which is attached hereto as "Schedule 2". Buyer will pay to Servicer by wire transfer to Servicer's account designated "Premium Service Account" on the Closing Date and thereafter at least ten (10) days prior to the first day of each succeeding 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 Service Account, which reserve will not exceed the average Monthly Payment reflected on the applicable Premium Budget. Provided that Buyer is not in default hereunder, any reserve held in the Premium

Service Account in excess of the applicable average Monthly Payment will be refunded to Buyer or credited against the next Monthly Invoice 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 such maturity resulted in a Purchase Price adjustment under Paragraph 6.5 of the OPA and the amount of such adjustment; and 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. Servicer will, within fifteen (15) days after receipt of the LE Designation pursuant to Paragraph 6.3 of the OPA, submit to Buyer and Seller a report (the "LE Report") which (a) identifies the 1-5 LE Policies; (i) confirms the face amounts of each 1-5 LE Policy and that the aggregate amounts thereof do not exceed Thirty-Five Million

Dollars (\$35,000,000); (ii) reflects any necessary adjustments to the Purchase Price under Paragraph 6.5 of the OPA and the amount of any such adjustments; (iii) confirms that none of such 1-5 LE Policies have matured; (b) determines the 1-5 LE Payment which will be paid by Buyer to Servicer on behalf of Seller within fifteen (15) days following the Servicer's delivery of the LE Report. Upon Servicer's receipt of the 1-5 LE Payment; the completion of the Servicer's Conveyance Duties with respect to the 1-5 LE Policies and the satisfaction of all requirements under the OPA applicable to the Interim Conveyance Date, the Servicer will reflect the 1-5 LE Payment as applied to the Purchase Price due under the OPA.

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, whether by virtue of the maturity proceeds described in Paragraph 3.2.1 hereinabove or the 1-5 LE Payment under Paragraph 3.2.2 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 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 mutually approved by Buyer and Seller as reflected by their 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"); (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"); and (z) the amount of each ABCI Investment which was paid to service premiums from and after the 6th day of February, 2002 (such amount for each ABC Investor, the "ABCI Post-Conservatorship Payment" and the aggregate amount thereof for all ABC Investors, the "Cumulative Post-Conservatorship Payments"). 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 Premium Refund Account and the Policy Maturity Account, as applicable, 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. The Investor Proceeds shall first be paid to satisfy and return to the ABC Investors on a pro rata basis their respective ABCI Post-Conservatorship Payments. Accordingly, it is specifically agreed that each ABC Investor who made an ABCI Post-Conservatorship Payment will be paid an amount equal to the product of (a) the Investor Proceeds reflected on the applicable Investor Proceeds Report; times (b) a fraction, the numerator of which is such ABCI Post-Conservatorship Payment and the denominator of which is the Cumulative Post-Conservatorship Payments. At such time as the Cumulative Post-Conservatorship Payments have been fully paid and satisfied, all subsequent Investor Proceeds shall be distributed as hereafter set forth.

4.3.2. Payment of Pre-Conservatorship Investments. After the payments set forth in Paragraph 4.3.1. above have been made, all remaining 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 minimus 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 minimus 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. That certain account to deposit the proceeds from Buyer for the proration of premium payments as of the Policy Cut-Off Date.

5.1.3 Premium Service 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 Suspense Account. That certain account in which Servicer elects to maintain as a reserve account.

5.2 Tax Statements. Servicer will use reasonable efforts to issue the appropriate tax statements, including without limitation, issuing IRS Forms 1099 to the Buyer with respect to maturity proceeds paid to Buyer and the ABC Investors with respect to the Investor Proceeds paid to such ABC Investors. It is expressly recognized and agreed that Servicer will rely on the advice 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. The Buyer will pay to Servicer the Buyer's Servicer Fees of Thirty-Nine Thousand Five Hundred Eighty-Three and 33/100 (\$39,583.33) per month (\$475,000 annually), payable in advance as part of the Buyer's Monthly Payment in accordance with the Monthly Invoices. 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 without limitation: (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 133% 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 the defaulting party fails to comply with such written demand within thirty (30) days after receipt thereof, 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.

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
3240 W. Britton Road
Oklahoma City, Oklahoma 73120
Telephone: (405) 753-9100
Telefacsimile: (405) 753-9397
Email: tmoran@coxinet.net

To the Servicer:

HTM Conservator, L.L.C.
c/o Tom Moran
3240 W. Britton Road
Oklahoma City, Oklahoma 73120
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:

Infinity Capital Services, Inc.
800 N. Old Woodward Ave., Suite 102
Birmingham, MI 48009-3884
Attention: Scott Wolkhamer
Telephone: (248) 258-5658
Telefacsimile: (248) 203-6907
Email: oxfordinv@aol.com

With Copy To:

Nabeel N. Hamameh
800 N. Old Woodward Ave., Suite 102
Birmingham, MI 48009-3884
Telephone: (248) 258-5658
Telefacsimile: (248) 203-6907
Email: nmanamehesq@aol.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. 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.

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.

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.

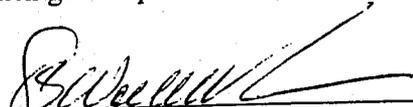
10.15 Fiduciary Status of Conservator and Servicer. Notwithstanding anything herein or in the OPA the contrary, it is expressly acknowledged and agreed that Tom Moran as Conservator and as manager on behalf of Servicer is executing all documents related hereto in his fiduciary capacity only and neither 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.

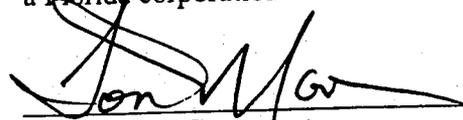
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

INFINITY CAPITAL SERVICES, INC.,
a Michigan corporation

By: 
Name: SCOTT E. LOCKHAMER
Title: PRESIDENT

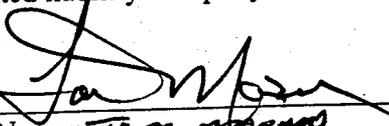
(the "Buyer")

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


Tom Moran, Conservator

(the "Seller")

HTM CONSERVATOR, LLC, an Oklahoma
limited liability company

By: 
Name: TOM MORAN
Title: MANAGER

(the "Servicer")

List of Schedules:

- Schedule 1 - Initial Premium Budget
- Schedule 2 - Initial Monthly Invoice

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SCHEDULE "1"

Initial Premium Budget

[Attached]

PREMIUM BUDGET BY MONTH

PREMIUMS BREAKDOWN BY MONTH

Policy No.	Schedule	Annual	Quarterly	Monthly	Yearly	
168	February-03	\$ 56,014.78	\$ 3,376.53	\$ 25,959.76	\$ 59,214.16	\$ 144,565.23
188	March-03	\$ 78,375.61	\$ 10,435.57	\$ 38,407.56	\$ 59,333.33	\$ 186,552.07
192	April-03	\$ 48,420.65	\$ 27,428.21	\$ 22,813.39	\$ 59,350.09	\$ 158,012.34
147	May-03	\$ 68,899.78	\$ 4,173.01	\$ 26,805.33	\$ 59,393.43	\$ 159,271.55
161	June-03	\$ 47,000.41	\$ 3,625.19	\$ 38,407.56	\$ 59,393.43	\$ 148,426.59
184	July-03	\$ 66,373.99	\$ 32,968.27	\$ 23,040.34	\$ 59,393.43	\$ 181,176.03
164	August-03	\$ 95,910.58	\$ 4,111.09	\$ 26,805.33	\$ 59,393.43	\$ 186,220.43
166	September-03	\$ 71,673.81	\$ 10,435.57	\$ 38,923.98	\$ 59,393.43	\$ 180,426.79
192	October-03	\$ 45,965.67	\$ 27,829.13	\$ 23,040.34	\$ 59,393.43	\$ 156,228.57
105	November-03	\$ 13,268.28	\$ 4,173.01	\$ 26,805.33	\$ 59,393.43	\$ 103,640.05
139	December-03	\$ 30,258.47	\$ 3,625.19	\$ 39,395.00	\$ 59,393.43	\$ 132,672.09
163	January-04	\$ 17,824.96	\$ 32,368.27	\$ 23,190.62	\$ 59,393.43	\$ 132,777.28
1969		\$ 639,986.99	\$ 163,949.04	\$ 353,594.54	\$ 712,438.45	\$ 1,869,969.02

SCHEDULE "2"

Initial Monthly Invoice

[Attached]

Schedule "2"

H. Thomas Moran, Conservator

Invoice

Date	Invoice #
2/25/2003	22814

Bill To
INFINITY CAPITAL SERVICE 800 N. OLD WOODWARD AVENUE SUITE 102 BIRMINGHAM, MI 48009

P.O. Number	Terms	Project

Quantity	Description	Rate	Amount
1	DECEMBER 23, 2002 THROUGH DECEMBER 31, 2002 PORTFOLIO SERVICING FEE PER SERVICE AND ESCROW AGREEMENT.	11,712.24	11,712.24
Total			\$11,712.24

YOUR PAYMENT IS DUE UPON RECEIPT. THANK-YOU FOR YOUR PROMPT ATTENTION.

H. Thomas Moran, Conservator

Invoice

Date	Invoice #
2/17/2003	22810

Bill To
INFINITY CAPITAL SERVICE 800 N. OLD WOODWARD AVENUE SUITE 102 BIRMINGHAM, MI 48009

P.O. Number	Terms	Project

Quantity	Description	Rate	Amount
1	MONTHLY PORTFOLIO SERVICING FEE PER SERVICE AND ESCROW AGREEMENT.-JANUARY, 2003	39,584.00	39,584.00
1	REIMBURSEMENT OF PROJECTED MONTHLY PREMIUMS.-JANUARY, 2003	168,413.33	168,413.33
YOUR PAYMENT IS DUE UPON RECEIPT. THANK-YOU FOR YOUR PROMPT ATTENTION.		Total	\$207,997.33

H. Thomas Moran, Conservator

Invoice

Date	Invoice #
2/18/2003	22811

Bill To
INFINITY CAPITAL SERVICE 800 N. OLD WOODWARD AVENUE SUITE 102 BIRMINGHAM, MI 48009

P.O. Number	Terms	Project

Quantity	Description	Rate	Amount
1	MONTHLY PORTFOLIO SERVICING FEE PER SERVICE AND ESCROW AGREEMENT.-FEBRUARY, 2003	39,584.00	39,584.00
1	REIMBURSEMENT OF PROJECTED MONTHLY PREMIUMS.-FEBRUARY, 2003.	144,565.23	144,565.23
YOUR PAYMENT IS DUE UPON RECEIPT. THANK-YOU FOR YOUR PROMPT ATTENTION.		Total	\$184,149.23

H. Thomas Moran, Conservator

Invoice

Date	Invoice #
2/18/2003	22812

Bill To
INFINITY CAPITAL SERVICE 800 N. OLD WOODWARD AVENUE SUITE 102 BIRMINGHAM, MI 48009

P.O. Number	Terms	Project

Quantity	Description	Rate	Amount
1	MONTHLY PORTFOLIO SERVICING FEE PER SERVICE AND ESCROW AGREEMENT.-MARCH, 2003.	38,584.00	38,584.00
1	REIMBURSEMENT OF PROJECTED MONTHLY PREMIUMS.-MARCH, 2003.	186,552.07	186,552.07
YOUR PAYMENT IS DUE UPON RECEIPT. THANK-YOU FOR YOUR PROMPT ATTENTION.		Total	\$225,136.07

EXHIBIT "C"

List of Large Policies

[Attached]

P

Viator ID#	Last Name	First Name	Insurance Company	Policy Number	Face Amount
0193V	Aldn	Jean/	Prudential Life Insurance Co.	61018766	\$2,000,000.00
7618V	Brundage	David	Equitable Life Assur. Society of U.S.	402 393 27	\$2,000,000.00
0835V	Cannon	Chapman	New York Life	41 316 292	\$1,272,688.00
8966V	Engler	Brien	CNA-Valley Forge Life	VIAC007936	\$1,000,000.00
5162V	Keller	Barry	Principal Life Insurance Co.	4414824	\$1,500,000.00
5513V	Orscheln	Gerald	Reassure America	IN0114613	\$4,000,000.00
5514V	Orscheln	Gerald	Reassure America	IN0139566	\$9,200,000.00
9374V	Rains	Theodore	Jefferson Pilot	652056977	\$3,000,000.00
5549V	Ross	Mervyn	Old Republic	567872	\$1,000,000.00

Total Million + Policies

\$24,972,688.00

Note: This is a listing only. These policies are represented in Exhibit A.

EXHIBIT "D"

List of Underwriters

1. AVS
Phil Loy
230 Heritage Walk
P.O. Box 696
Woodstock, GA 30188
(770) 926-8880
2. Fasano Associates
1015 18th Street NW, Suite 204
Washington, DC 20036
(202) 457-8188
3. ALI
Carter Crews
10010 San Pedro, Suite 650
San Antonio, TX 78216
(800) 876-2991
4. 21st Services
Steve Walker
401 2nd Avenue South, Suite 820
Minneapolis, MN 55401
(612) 371-3008
5. EMSI
[approved underwriter to be identified and address provided]

EXHIBIT "E"

Consents, Approvals and Authorizations

None

SERVICE AND ESCROW AGREEMENT

THIS SERVICE AND ESCROW AGREEMENT (the "Agreement") is made and entered into this 13th day of February, 2003, by and between INFINITY CAPITAL SERVICES, INC., a Michigan corporation (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:

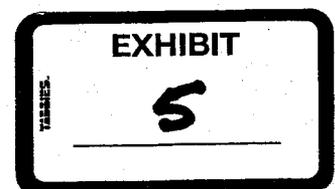
A. The Seller is the Conservator of certain assets (the "Conservator Assets") of ABC and its agents, including American Title Company of Orlando and David Piercefield under Case Number CJ-99-2500-66 (the "Conservatorship Proceeding") in the District Court of Oklahoma County, State of Oklahoma (the "OK 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 specific order of the OK District Court dated January 16, 2003, the Conservator was directed to sell the Conservator Assets to one of two institutional investors, namely the Buyer or LifeAlliance, L.L.C., pursuant to terms and conditions generally described in and approved by the OK District Court's Order and the Conservator was further directed to distribute the proceeds thereof to the ABC Investors.

C. 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 and the OK District Court Order.

D. 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.

E. 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:

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 5.3.2 (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 whereabouts of each Insured, in accordance with the following:

2.1.1 Physician Contact. On a periodic basis, not less frequently than semi-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 (a) the health status of each such Insured; and (b) the date of the Insured's last appointment and if scheduled, the date of the next appointment.

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 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.

2.2 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 Service 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 Service 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 accounting records applicable to each respective Policy to the extent possessed by or prepared by the Servicer.

2.6 Conveyance Duties. Upon the Interim Conveyance Date and the Conveyance Date, as applicable, the Servicer will take the necessary acts (collectively, the "Conveyance Duties") to cause the unmatured 1-5 LE Policies and the 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 unmatured 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.

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 an initial budget and Servicer will hereafter provide to Buyer and Seller, at least thirty (30) days prior to the end of each calendar year, a budget (each a "Premium Budget") which reflects, on a monthly basis and for each period 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 initial Premium Budget, which is attached hereto as Schedule "1".

3.1.2 Initial Proration and Deposit. The initial Premium Budget includes the proration of premium payments as of the Policy Cut-Off Date, which Buyer will pay to Servicer on the Closing Date in accordance with Paragraphs 3.2 and 4 of the OPA. Such prepaid premiums will be deposited by Servicer in an account designated as the "Premium Refund Account" to be held and distributed to the ABC Investors on the terms hereafter set forth.

3.1.3 Monthly Invoices. Servicer has provided an initial monthly invoice and Servicer will hereafter provide to Buyer and Seller, at least twenty-five (25) days prior to the end of each calendar month, an invoice (each a "Monthly Invoice") which reflects Buyer's obligations, payable in advance, for premiums due under the Policies and the monthly amount of Buyer's Servicer Fees, as hereafter defined. It is expressly agreed that Buyer and Seller approve the initial Monthly Invoice which is attached hereto as "Schedule 2". Buyer will pay to Servicer by wire transfer to Servicer's account designated "Premium Service Account" on the Closing Date and thereafter at least ten (10) days prior to the first day of each succeeding 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 Service Account, which reserve will not exceed the average Monthly Payment reflected on the applicable Premium Budget. Provided that Buyer is not in default hereunder, any reserve held in the Premium

Service Account in excess of the applicable average Monthly Payment will be refunded to Buyer or credited against the next Monthly Invoice 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 such maturity resulted in a Purchase Price adjustment under Paragraph 6.5 of the OPA and the amount of such adjustment; and 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. Servicer will, within fifteen (15) days after receipt of the LE Designation pursuant to Paragraph 6.3 of the OPA, submit to Buyer and Seller a report (the "LE Report") which (a) identifies the 1-5 LE Policies; (i) confirms the face amounts of each 1-5 LE Policy and that the aggregate amounts thereof do not exceed Thirty-Five Million

Dollars (\$35,000,000); (ii) reflects any necessary adjustments to the Purchase Price under Paragraph 6.5 of the OPA and the amount of any such adjustments; (iii) confirms that none of such 1-5 LE Policies have matured; (b) determines the 1-5 LE Payment which will be paid by Buyer to Servicer on behalf of Seller within fifteen (15) days following the Servicer's delivery of the LE Report. Upon Servicer's receipt of the 1-5 LE Payment; the completion of the Servicer's Conveyance Duties with respect to the 1-5 LE Policies and the satisfaction of all requirements under the OPA applicable to the Interim Conveyance Date, the Servicer will reflect the 1-5 LE Payment as applied to the Purchase Price due under the OPA.

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, whether by virtue of the maturity proceeds described in Paragraph 3.2.1 hereinabove or the 1-5 LE Payment under Paragraph 3.2.2 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 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 mutually approved by Buyer and Seller as reflected by their 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"); (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"); and (z) the amount of each ABCI Investment which was paid to service premiums from and after the 6th day of February, 2002 (such amount for each ABC Investor, the "ABCI Post-Conservatorship Payment" and the aggregate amount thereof for all ABC Investors, the "Cumulative Post-Conservatorship Payments"). 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 Premium Refund Account and the Policy Maturity Account, as applicable, 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. The Investor Proceeds shall first be paid to satisfy and return to the ABC Investors on a pro rata basis their respective ABCI Post-Conservatorship Payments. Accordingly, it is specifically agreed that each ABC Investor who made an ABCI Post-Conservatorship Payment will be paid an amount equal to the product of (a) the Investor Proceeds reflected on the applicable Investor Proceeds Report; times (b) a fraction, the numerator of which is such ABCI Post-Conservatorship Payment and the denominator of which is the Cumulative Post-Conservatorship Payments. At such time as the Cumulative Post-Conservatorship Payments have been fully paid and satisfied, all subsequent Investor Proceeds shall be distributed as hereafter set forth.

4.3.2. Payment of Pre-Conservatorship Investments. After the payments set forth in Paragraph 4.3.1. above have been made, all remaining 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 minimus 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 minimus 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. That certain account to deposit the proceeds from Buyer for the proration of premium payments as of the Policy Cut-Off Date.

5.1.3 Premium Service 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 Suspense Account. That certain account in which Servicer elects to maintain as a reserve account.

5.2 Tax Statements. Servicer will use reasonable efforts to issue the appropriate tax statements, including without limitation, issuing IRS Forms 1099 to the Buyer with respect to maturity proceeds paid to Buyer and the ABC Investors with respect to the Investor Proceeds paid to such ABC Investors. It is expressly recognized and agreed that Servicer will rely on the advice 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. The Buyer will pay to Servicer the Buyer's Servicer Fees of Thirty-Nine Thousand Five Hundred Eighty-Three and 33/100 (\$39,583.33) per month (\$475,000 annually), payable in advance as part of the Buyer's Monthly Payment in accordance with the Monthly Invoices. 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 without limitation: (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 133% 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 the defaulting party fails to comply with such written demand within thirty (30) days after receipt thereof, 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.

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
3240 W. Britton Road
Oklahoma City, Oklahoma 73120
Telephone: (405) 753-9100
Telefacsimile: (405) 753-9397
Email: tmoran@coxinet.net

To the Servicer: HTM Conservator, L.L.C.
c/o Tom Moran
3240 W. Britton Road
Oklahoma City, Oklahoma 73120
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: mrmevay@phillipsmcfall.com
sahasenfratz@phillipsmcfall.com

To the Buyer: Infinity Capital Services, Inc.
800 N. Old Woodward Ave., Suite 102
Birmingham, MI 48009-3884
Attention: Scott Wolkhamer
Telephone: (248) 258-5658
Telefacsimile: (248) 203-6907
Email: oxfordinv@aol.com

With Copy To:

Nabeel N. Hamameh
800 N. Old Woodward Ave., Suite 102
Birmingham, MI 48009-3884
Telephone: (248) 258-5658
Telefacsimile: (248) 203-6907
Email: nmanamehesq@aol.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. 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.

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.

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.

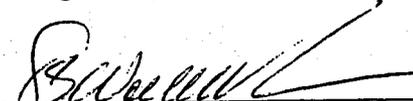
10.15 Fiduciary Status of Conservator and Servicer. Notwithstanding anything herein or in the OPA to the contrary, it is expressly acknowledged and agreed that Tom Moran as Conservator and as manager on behalf of Servicer is executing all documents related hereto in his fiduciary capacity only and neither 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.

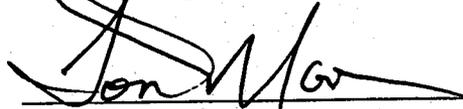
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

INFINITY CAPITAL SERVICES, INC.,
a Michigan corporation

By: 
Name: SCOTT E. WOLKHAMER
Title: PRESIDENT

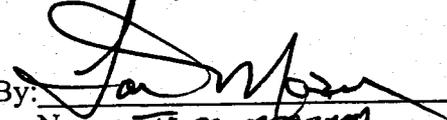
(the "Buyer")

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


Tom Moran, Conservator

(the "Seller")

HTM CONSERVATOR, LLC, an Oklahoma
limited liability company

By: 
Name: TOM MORAN
Title: MANAGER

(the "Servicer")

List of Schedules:

- Schedule 1 - Initial Premium Budget
- Schedule 2 - Initial Monthly Invoice

G:\WPDOC\TP\ACCELERATED BENEFITS\Service Escrow Agmt\Service Escrow Agmt v3.doc

SCHEDULE "1"

Initial Premium Budget

[Attached]

SCHEDULE "2"

Initial Monthly Invoice

[Attached]

Schedule "2"

Thomas Moran, Conservator

Invoice

Date	Invoice #
2/25/2003	22814

Bill To
INFINITY CAPITAL SERVICE 800 N. OLD WOODWARD AVENUE SUITE 102 BIRMINGHAM, MI 48009

P.O. Number	Terms	Project

Quantity	Description	Rate	Amount
1	DECEMBER 23, 2002 THROUGH DECEMBER 31, 2002 PORTFOLIO SERVICING FEE PER SERVICE AND ESCROW AGREEMENT.	11,712.24	11,712.24
YOUR PAYMENT IS DUE UPON RECEIPT. THANK-YOU FOR YOUR PROMPT ATTENTION.		Total	\$11,712.24

Thomas Moran, Conservator

Invoice

Date	Invoice #
2/17/2003	22810

Bill To
INFINITY CAPITAL SERVICE 800 N. OLD WOODWARD AVENUE SUITE 102 BIRMINGHAM, MI 48009

P.O. Number	Terms	Project

Quantity	Description	Rate	Amount
1	MONTHLY PORTFOLIO SERVICING FEE PER SERVICE AND ESCROW AGREEMENT.-JANUARY, 2003	39,584.00	39,584.00
1	REIMBURSEMENT OF PROJECTED MONTHLY PREMIUMS.-JANUARY, 2003	168,413.33	168,413.33
OUR PAYMENT IS DUE UPON RECEIPT. THANK-YOU FOR YOUR PROMPT ATTENTION.		Total	\$207,997.33

L. Thomas Moran, Conservator

Invoice

Date	Invoice #
2/18/2003	22811

Bill To
INFINITY CAPITAL SERVICE 800 N. OLD WOODWARD AVENUE SUITE 102 BIRMINGHAM, MI 48009

P.O. Number	Terms	Project

Quantity	Description	Rate	Amount
1	MONTHLY PORTFOLIO SERVICING FEE PER SERVICE AND ESCROW AGREEMENT.-FEBRUARY, 2003	39,584.00	39,584.00
1	REIMBURSEMENT OF PROJECTED MONTHLY PREMIUMS.-FEBRUARY, 2003.	144,565.23	144,565.23

YOUR PAYMENT IS DUE UPON RECEIPT. THANK-YOU FOR YOUR PROMPT ATTENTION.

Total

\$184,149.23

I. Thomas Moran, Conservator

Invoice

Date	Invoice #
2/18/2003	22812

Bill To
INFINITY CAPITAL SERVICE 800 N. OLD WOODWARD AVENUE SUITE 102 BIRMINGHAM, MI 48009

P.O. Number	Terms	Project

Quantity	Description	Rate	Amount
1	MONTHLY PORTFOLIO SERVICING FEE PER SERVICE AND ESCROW AGREEMENT.-MARCH, 2003.	38,584.00	38,584.00
1	REIMBURSEMENT OF PROJECTED MONTHLY PREMIUMS.-MARCH, 2003.	186,552.07	186,552.07

YOUR PAYMENT IS DUE UPON RECEIPT. THANK-YOU FOR YOUR PROMPT ATTENTION.

Total

\$225,136.07

VERNER SIMON, P.C.

Irwin F. Simon (Retired)

THE HERALD SQUARE BUILDING
1350 BROADWAY, NEW YORK, NEW YORK 1001
PHONE: (212) 502-5500 FACSIMILE (212) 502-5400

PAUL W. VERNER
EXT. 230
pwverner@vernersimon.com

111 DUNNELL ROAD, MAPLEWOOD, NEW JERSEY 07040
TELEPHONE (973) 761-8300 FACSIMILE (973) 761-0800

REPLY TO NEW YORK OFFICE

March 17, 2004

Phillips McFall McCaffrey, McVay & Murrah, P.C.
One Leadership Square, Twelfth Floor
211 North Robinson
Oklahoma City, Oklahoma 73102

Attention: Melvin R. McVay, Esq.

Dear Mr. McVay:

This is the third Affidavit you requested.

PAUL W. VERNER, an attorney duly licensed to practice law in the State of New York, under penalty of perjury, states as follows:

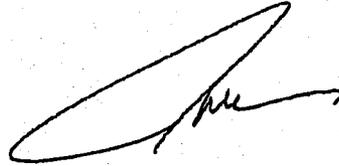
1. On or about, January 22, 2004, the company known as BGS World Capital Funding, LLC., acquired all rights, title and interest in and to the company known as Infinity Capital Services Inc., A Viatical Settlements Company. This acquisition was effected through a foreclosure.
2. I am engaged by BGS and its company, Infinity, to hold in escrow all issued and outstanding stock of Infinity pending the satisfaction of underlying liens as against said corporate stock.
3. I am personally aware that the duly authorized representative of ICFG Limited, Mr. Paul Saffron, has set forth in letter form his ratification and corroboration of the foregoing facts (copy attached).
4. The authorized officers of BGS World Capital Funding LLC are: (1) Yvonne Hoang - Controlling Member; and (2) Gordon Dunlop, Executive Consultant. Attached are Minutes of Special Meeting, Tax Identification Number and a Certificate of Good Standing relevant these issues.
5. The authorized officers of Infinity Capital Services, Inc. are: (1) Yvonne Hoang - President and CEO; and (2) Gordon Dunlop, Executive VP and Director of Asset Management. Attached are Minutes of Special Meeting of Infinity Capital Services, Inc.

EXHIBIT
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VERNER SIMON, P.C.

March 17, 2004
Page 2 of 2

FURTHERMORE, this affiant says not.



PAUL W. VERNER, ESQ.

Sworn to before me this 17th
day of March 2004.


NOTARY PUBLIC

ALEC SAUCHIK
Notary Public, State of New York
No. 02SA6088856
Qualified in Kings County
Commission Expires March 17, 2007

Mar 17 04 10:01a

16:04:05:33p

11:10 UT UT:33P

Mar 16 04 04:51p

Gordon Dunlop

949 263-0569

p. 4

p. 1

p. 1

p. 2

INFINITY CAPITAL SERVICES, INC.

Minutes of Special Meeting

- Date:** March 16, 2004.
- Attendance:** Yvonne Hoang, Chairman and CEO, BGS World Capital Funding, LLC - 100% shareholder Infinity Capital Services, Inc.
Gordon Dunlop, Executive Consultant, to BGS.
- Special Meeting:** To confirm both the formal transfer of 60,000 shares of Infinity Capital Services Inc. to BGS on or about January 29, 2004 and amendments to executive positions on the Infinity Board of Directors that occurred as a result of said share transfer.
- Point of Order:** Yvonne Hoang, President and CEO BGS World Capital Funding, LLC, duly evidenced that 100% of the shares of Infinity Capital Services, Inc (that being all 60,000 of the issued stock) is now being held in the name of BGS at the law offices of Verner Simon, P.C. in New York City, New York, and moved that the shareholders confirm that the past Executive Representative be replaced by parties of BGS choosing.
- Paul Saffron, the past Interim President of Infinity Capital Services, Inc, was contacted by telephone and confirmed that this was the only formal Executive Position as at the time of share transfer, he confirmed that this position and power of instruction were dissolved upon transfer of shares (letter attached).
- The Shareholders of Infinity Capital Services Inc. immediately moved to appoint Yvonne Hoang to the position of President and CEO of Infinity Capital Services, Inc. with Mr. Gordon Dunlop also being appointed to Executive VP and Director of Asset Management for the Company. Appointments were confirmed with unanimous voting of shares by the shareholder.
- The newly appointed Board of Directors gave their unanimous approval for both Yvonne Hoang and Gordon Dunlop to manage all aspects of the investment in Infinity Capital Services, thereby confirming both parties are now duly authorized to communicate with and offer their signature to instruct Mr. Tom Moran and his staff, Managers of the Infinity portfolio of insurance contracts, in the operation of the interest in the ABC Viatical Portfolio held by Infinity. The Board acknowledged that Mr. Dunlop is authorized by the parent company to engage the assistance of outside consultants as and when required to ensure he is afforded every opportunity to maximize the performance of the subject asset.
- Additional Note:** The Board of Directors duly noted that the mailing address and contact details for Infinity Capital Services would be amended to that of BGS in lieu of accessing professional advice relative to the possible relocation of Infinity from Michigan to another domicile state within the United States.
- Next Meeting:** Special Meeting adjourned with all Directors agreeing to meet as required.

Signed: Yvonne Hoang
Yvonne Hoang, President and CEO, Infinity Capital Services, Inc.

Mar 17 04 10:01a

949 263-0569

p.2 p.c p.5

p.1

16/04 05:33p

16 04 04:55p

gordon dunlop

Mar 16 04 04:51p

PACIFIC MARKETING INVESTMENTS LLC.

16 March 2004.

Infinity Capital Services, Inc.
C/- BGS World Capital Funding
2233 Martin Road, #304A
Irvine, CA 92629

Attention: Gordon Dunlop

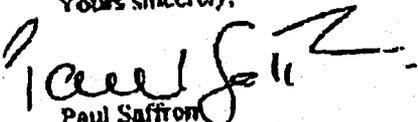
By Fax: (949) 263-8569

Dear Mr. Dunlop,

Re: Infinity Capital Service, Inc.

Further to our telephone conversation of even date, I confirm that my position of Interim President of Infinity Capital Services Inc. was the only formal executive position in place at the time that I understood 100% of the Infinity shares (60,000 in total) were transferred to BGS. I confirm that this position was dissolved (resigned) as at the time of share transfer and I accordingly ceased all contact with parties associated with Infinity assets from that date.

Yours sincerely,



Paul Saffron
President and CEO
Pacific Marketing Investments, LLC.

Mr. Tom Moran, Conservator
of certain assets for Accelerated Benefits Corporation
3240 W. Britton Rd., Suite 202
Oklahoma City, Oklahoma 73120
405-753-9100

October 21, 2004

VIA EMAIL and FAX (949) 263-0569

Infinity Capital Services, Inc.
c/o BGS World Capital Funding, LLC
2233 Martin Street, Suite 304A
Irvine, CA 92629

Attention: Gordon Dunlop

Re: Notice of Application of Funds Under Option Purchase Agreement and Service and Escrow Agreement, both dated February 13, 2003 (collectively, the "Agreements").

Dear Mr. Dunlop:

Please be advised that Infinity Capital Services, Inc. ("Infinity") has failed to timely meet its obligation to fully pay the November 2004 Monthly Invoice. As referenced by the November 2004 Monthly Invoice, the sum of \$111,317.50 should have been wired to the Servicer on or before October 20, 2004, but to date the Servicer has not received such amount.

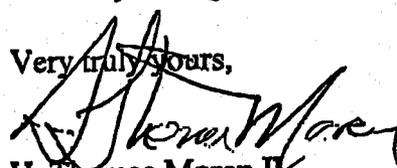
Please wire the funds to the following account immediately:

Kirkpatrick Bank
15 E. 15th Street
Edmond, OK
(405) 341-8222

Account: ASG Infinity Trust
Routing Number: 103001469
Account Number: 0010224536

Please feel free to call me with any questions you might have.

Very truly yours,


H. Thomas Moran II

cc: Paul Verner, Esq.
Mel R. McVay, Esq.
Sally A. Hasenfratz, Esq.

EXHIBIT

7

tabbles

Tom Moran, Conservator
of certain assets for Accelerated Benefits Corporation
3240 W. Britton Rd., Suite 202
Oklahoma City, Oklahoma 73120

November 8, 2004

VIA EMAIL and FAX
949-263-0569

Infinity Capital Services, Inc.
c/o BGS World Capital Funding, LLC
2233 Martin Street, Suite 304A
Irvine, CA 92629

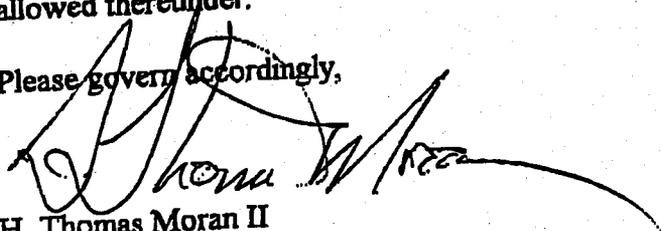
Re: Notice of Application of Funds Under Option Purchase Agreement and Service and Escrow Agreement, both dated February 13, 2003 (collectively, the "Agreements").

Dear Mr. Dunlop:

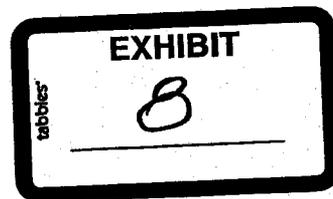
Please be advised that Infinity Capital Services, Inc. ("Infinity") has failed to timely meet its obligation to fully pay the November 2004 Monthly Invoice. As referenced by our written notice of October 21, 2004, the sum of \$111,317.50 should have been wired to the Servicer on or before October 20, 2004. As of this date the Servicer has not received such amount nor has Infinity approved the request to use \$25,433.87 of cash currently in the ASG Infinity Trust account. Conservator has not received any response to the November Invoice or the October 21, 2004 Notice.

As per the Service and Escrow Agreement, Infinity has 30 days to cure any default. Accordingly Infinity should cure the default by November 21, 2004. Failure to cure the default by November 21, 2004, will allow the Conservator to exercise any and all remedies available at law or in equity. Please also be advised that a default by Infinity under the Service and Escrow Agreement constitutes a default under the Option Purchase Agreement, which likewise allows the Conservator to exercise all right and remedies allowed thereunder.

Please govern accordingly,


H. Thomas Moran II

cc: Paul Verner, Esq. (via email and fax)
Mel R. McVay, Esq.
Sally A. Hasenfratz, Esq.



Mr. Tom Moran, Conservator
of certain assets for Accelerated Benefits Corporation
3240 W. Britton Rd., Suite 105
Oklahoma City, Oklahoma 73120

November 19, 2004

VIA EMAIL and FACSIMILE

Infinity Capital Services, Inc.
c/o BGS World Capital Funding, LLC
2233 Martin Street, Suite 304A
Irvine, CA 92629

Attention: Gordon Dunlop

Re: Notice of Default Under Option Purchase Agreement (the "Option") and Service and Escrow Agreement (the "Service Agreement"), Response to November 16, 2004 Letter.

Dear Mr. Dunlop:

In response to your letter dated November 18, 2004, please be advised as follows:

1. Infinity Capital Services, Inc. ("Infinity") has failed to timely pay its November 2004 Monthly Invoice (the "November Invoice") under the Option and Service Agreement. By written notice dated October 21, 2004, the Conservator made demand upon Infinity to pay the November Invoice. By letter dated November 8, 2004, the Conservator notified Infinity of its failure to pay the November Invoice and of the 30 day cure period under the Option and Service Agreement, which expires November 21, 2004.
2. By your letter dated November 10, 2004, Infinity advised the Conservator that steps were being taken to cure the default.
3. By your letter dated November 18, 2004, Infinity (a) proposed to assign to the Conservator the future right to receive maturity proceeds with respect to the policies on the lives of Ralph Berlin, Phearis Johnson and Michael Reeb as a means to cure the default with respect to the November Invoice; and (b) advised that Infinity will settle the December Invoice by wire transfer.
4. The Conservator hereby provides Infinity written notice that to the extent maturity proceeds with respect to the three (3) policies described above or any other life insurance policies subject to the Option and Service Agreement have been (a) received by the Conservator; and (b) have cleared the Conservator's account, then the Conservator will allow Infinity's share

EXHIBIT

9

Mr. Dunlop
November 19, 2004
Page 2

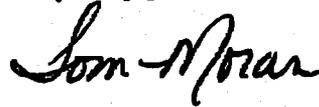
of such proceeds to be applied against present obligations under the Option and Service Agreement.

5. Please be advised that the Conservator's records reflect the amount owed with respect to the November Invoice is \$136,751.37, and such sum must be paid on or before Monday, November 22, 2004.

6. Please be advised that the sum of \$159,121 with respect to the December Invoice is also due on Monday, November 22, 2004. If maturities are received and cleared by such date, then Infinity's share thereof will be applied against this present obligation.

7. The Conservator requires strict performance under the Option and Service Agreement. Please govern yourself accordingly by wiring the sum of \$295,872.37 to the Conservator on or before Monday, November 22, 2004. Otherwise, the Conservator intends to exercise its rights and remedies under the Option and Service Agreement.

Very truly yours,



Tom Moran

cc: Paul Verner, Esq.
Mel R. McVay, Esq.
Sally A. Hasenfratz, Esq.

00074408.DOC

Mr. Tom Moran, Conservator
of certain assets for Accelerated Benefits Corporation
3240 W. Britton Rd., Suite 202
Oklahoma City, Oklahoma 73120
405-753-9100

November 23, 2004

VIA EMAIL and FAX

Infinity Capital Services, Inc.
c/o BGS World Capital Funding, LLC
2233 Martin Street, Suite 304A
Irvine, CA 92629

Attention: Gordon Dunlop

Re: Notice of Application of Funds Under Option Purchase Agreement and Service and Escrow Agreement, both dated February 13, 2003 (collectively, the "Agreements").

Dear Mr. Dunlop:

Please be advised that Infinity Capital Services, Inc. ("Infinity") has failed to timely meet its obligation to fully pay the December 2004 Monthly Invoice. As referenced by the December 2004 Monthly Invoice, the sum of \$159,121.37 should have been wired to the Servicer on or before November 20, 2004, but to date the Servicer has not received such amount.

Please wire the funds to the following account immediately:

Kirkpatrick Bank
15 E. 15th Street
Edmond, OK
(405) 341-8222

Account: ASG Infinity Trust
Routing Number: 103001469
Account Number: 0010224536

Please feel free to call me with any questions you might have.

Very truly yours,

H. Thomas Moran II

cc: Paul Verner, Esq.
Mel R. McVay, Esq.
Sally A. Hasenfratz, Esq.

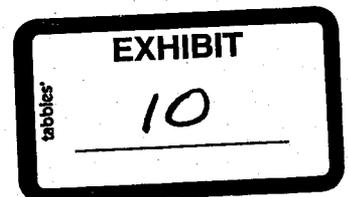


EXHIBIT COPY

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November 30, 2004

**VIA FACSIMILE and
FEDERAL EXPRESS**

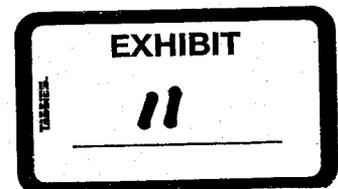
Mr. Paul W. Verner
Verner Simon, P.C.
The Herald Square Building
1350 Broadway, Suite 818
New York, New York 10018

Re: Tom Moran, Conservator (the "Conservator"); Default by Infinity Capital Services, Inc. ("Infinity") under that certain Option Purchase Agreement (the "Option") and Service and Escrow Agreement (the "Service Agreement"); Our File No. 21165.92002

Dear Mr. Verner:

On behalf of the Conservator, please be advised that the Conservator is hereby exercising his option under Paragraph 13 of the Option and Paragraph 8 of the Service Agreement to terminate the Option and Service Agreement as a result of Infinity's failure to pay the November, 2004 Monthly Invoice. The capitalized terms used herein and not otherwise defined will have the meanings set forth in the Option.

Infinity has failed to pay the November, 2004 Monthly Invoice within the curative period set forth in the Option and Service Agreement, notwithstanding the Conservator's demand for payment by its letters dated October 21, 2004 and November 8, 2004, as well as our letters dated November 19, 2004 and November 23, 2004. Accordingly, the Conservator hereby terminates the Option and Service Agreement, retains the Earnest Money Deposit as liquidated damages and retains the previously earned and completely non-refundable Option Payment.



Mr. Paul Verner
November 30, 2004
Page 2

We note that your letter dated November 26, 2004 raises certain alleged defaults by the Servicer under Paragraphs 5.1.4 and 5.2 of the Service Agreement related to the purported failure of the Servicer to provide certain bank statements and IRS forms. However, such allegations are directly contrary to the correspondence of Gordon Dunlop dated November 18, 2004 which states that Infinity has received all bank statements and has prepared its 2003 tax returns. Accordingly, the allegations of default are contrary to your client's correspondence and do not excuse the failure of Infinity to timely pay its obligations under the Option and Service Agreement.

We further note that as expressly set forth in the Option and Service Agreement, exclusive jurisdiction of all matters relative to the Option and Service Agreement rests with the Oklahoma County District Court under Case No. CJ 99-2500-66.

Yours very truly,

A handwritten signature in black ink, appearing to read "Mel R. McVay", is written over a horizontal line.

Mel R. McVay
For the Firm

cc: Tom Moran, Conservator
Sheri Townsend
Sally A. Hasenfratz, Esq.