

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

FILED IN THE DISTRICT COURT
OKLAHOMA COUNTY, OKLA.

MAR 12 2003

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

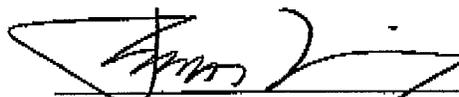
PATRICIA PPESELY, COURT CLERK
by _____
Deputy

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

**SUPPLEMENT TO CONSERVATOR'S APPLICATION
FOR APPROVAL OF PURCHASE CONTRACT
WITH INFINITY CAPITAL SERVICES, INC.**

COMES NOW the Conservator, Tom Moran, and supplements his Application for Approval of Purchase Contract with Infinity Capital Services, Inc. As a result of changes requested by the Oklahoma Department of Insurance and counsel for ABC to the Option Purchase Agreement and Service and Escrow Agreement previously submitted by the Conservator for the Court's approval, the Conservator offers the First Amendment to Option Purchase Agreement and Service and Escrow Agreement attached hereto as Exhibit "A." In addition, the Conservator submits his proposed closing statement for the transaction. See Exhibit "B", Closing Statement.

Respectfully submitted,



Melvin R. McVay, Jr., OBA No. 6096
Thomas P. Manning, OBA No. 16117
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ATTORNEYS FOR CONSERVATOR,
TOM MORAN

CERTIFICATE OF MAILING

The undersigned certifies that on the 12th day of March, 2003, a true and correct copy of the foregoing document was sent postage prepaid by first-class mail, to:

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Attorney for Defendants,
Accelerated Benefits Corporation and
American Title Company of Orlando

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Attorney for Infinity Capital Services, Inc.

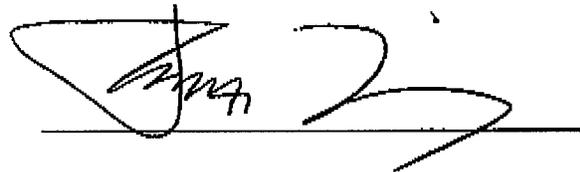
James Slayton, Esq.
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-and -

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Larry W. Hanks

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Attorney for Lawrence Deziel

Rebecca A. Farris, Esq.
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Attorney for John C. Hinkle and
Wanda B. Hinkle



FIRST AMENDMENT
TO
OPTION PURCHASE AGREEMENT
AND
SERVICE AND ESCROW AGREEMENT

THIS FIRST AMENDMENT is made and entered into effective the 12th day of March, 2003, by and between INFINITY CAPITAL SERVICES, INC., a Michigan corporation ("Buyer"); TOM MORAN OF OKLAHOMA CITY, OKLAHOMA, AS CONSERVATOR ("Seller"), of certain assets of ACCELERATED BENEFITS CORPORATION, a Florida corporation ("ABC"); and HTM CONSERVATOR, LLC, an Oklahoma limited liability company ("Sevicer").

RECITALS:

A. The Buyer executed that certain Option Purchase Agreement and Service and Escrow Agreement as of February 13, 2003, and the Seller and Sevicer will execute such Agreements, as applicable, upon approval thereof by the specific order of the OK District Court in the Conservatorship Proceedings.

B. In anticipation of the hearing on the order to approve the sale of certain Conservatorship Assets, the parties have agreed to amend the Option Purchase Agreement and Service and Escrow Agreement on the terms hereafter set forth.

C. Unless otherwise defined herein, the capitalized terms used herein will have the meanings set forth in the Option Purchase Agreement and the Service and Escrow Agreement.

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 parties agree as follows:

1. Revised Exhibit A-1. Exhibit "A-1" to the Option Purchase Agreement is hereby deleted and in lieu thereof the "First Revised Exhibit A-1" attached hereto shall be substituted therefor, and such Policies listed thereon will be Excluded Assets.

2. Closing. The reference to the "28th day of February, 2003" in line 8 of Paragraph 5 of the Option Purchase Agreement is hereby deleted and in lieu thereof "March 17, 2003" shall be substituted therefor.

3. Buyer's Representations and Warranties. In addition to the Buyer's representations and warranties under Section 8 of the Option Purchase Agreement, Buyer additionally represents and warrants the following which shall be added as new Paragraph 8.12 to the Option Purchase Agreement:

8.12. License. Buyer agrees that within ninety (90) days following the Closing Date of the Option Purchase Agreement, Buyer will apply with the

EXHIBIT

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Oklahoma Insurance Commission for a license as a Viatical Settlement Provider in accordance with the provisions of 36 O.S. §4041, et. seq.

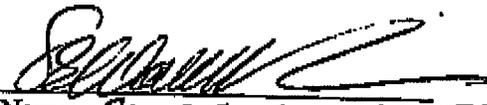
4. 1-5 LE Policies. In interpreting Paragraph 6.3 of the Option Purchase Agreement and Paragraph 3.2.2 of the Service and Escrow Agreement, it is expressly recognized and agreed that the Buyer's option to purchase the 1-5 LE Policies shall be a "one-time" option whereby Buyer will be provided a "one-time" right to make an LE Designation in accordance with terms and provisions of such respective paragraphs.

5. Seller's Servicer Fee. Paragraph 6.2 of the Service and Escrow Agreement is hereby amended by the deleting the reference to "133%" in line 2 thereof and in lieu thereof "100%" shall be substituted therefor.

6. Binding Effect. The Option Purchase Agreement and Service and Escrow Agreement shall, upon approval by the OK District Court and Closing Date thereof, be binding upon the terms and conditions set forth therein, as modified herein.

Dated effective the 12th day of March, 2003.

INFINITY CAPITAL SERVICES, INC.,
a Michigan corporation

By: 
Name: SCOTT E. WOLKHAMMER
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: _____
Title: _____

("Servicer")

Exhibit A-1 (First Revised)

ABC Portfolio

March 12, 2003

MATURITIES
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	Awetta	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	DR886931	\$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	Cart.# 7556330	\$10,000.00	12/11/2002	12/13/2002
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	10/6/2002	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

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

113	RAND	Corey	Alliaz-Citicorp	Cart.# 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: \$ 1,246,734.00

*Notwithstanding the provisions of Paragraph 3.1 and Exhibit A of the Option Purchase Agreement, the referenced Policies shall constitute Excluded Assets; provided that any Policies which Seller receives notice of the death of an insured after Closing Date shall be included in the assets to be conveyed to Buyer.

CLOSING STATEMENT
Closing Date: 2/25/2003

Option Purchase Agreement dated February 13, 2003 between Infinity Capital Services, Inc. ("Buyer") and Tom Moran, Conservator ("Seller") for certain assets of Accelerated Benefits Corporation ("ABC").

	Debit	Credit
Purchase Price (16)		\$56,500,000.00 ¹
Option Payment (11)	\$2,500,000.00 ²	
Earnest Money Deposit (16.1)	\$200,000.00	
Balance of Purchase Price to be paid by Buyer from proceeds of Large Policies and Remaining Policies as well as consideration for 1-3 LE Policies.		\$56,300,000.00

Buyer's Assumption of Liabilities (14)

Proportion for Prepaid Premiums as of Policy Cut-Off Date (12/23/02). \$379,668.44

Reimbursement of Premiums and Service Fees from Policy Cut-Off Date to Closing Date and First month obligations:³

December 24-31, 2002	\$11,712.24
January, 2003	\$207,997.33
February, 2003	\$184,149.23
March, 2003	\$225,136.07

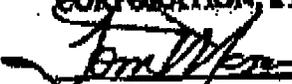
Total Payments by Buyer on Closing Date \$1,208,663.31, which will be made by wire transfer to Seller's Account within three (3) business days after the Oklahoma County District Court's approval of the Option Purchase Agreement and Service and Escrow Agreement.

+ Approved this 25th day of FEBRUARY, 2003.

INFINITY CAPITAL SERVICES, INC.
a Michigan corporation

By: 
Name: SCOTT E. VOLKMAN
Title: PRESIDENT

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


Tom Moran, Conservator

¹ Purchase Price of \$56,500,000 plus Option Payment, which is fully earned, non-refundable and not applied against the Purchase Price results in consideration, exclusive of assumed liabilities of \$59,000,000; provided the Purchase Price may be adjusted if aggregate face value of Policies is not within +/- 5% of \$141,000,000.

² Received per Escrow Agreement (short form) dated February 12, 2003 and such amount will fund Option Payment on Closing Date, at which time \$2,500,000 will be fully earned and non-refundable.

³ Successive monthly payments to be made in accordance with Service and Escrow Agreement.

EXHIBIT
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