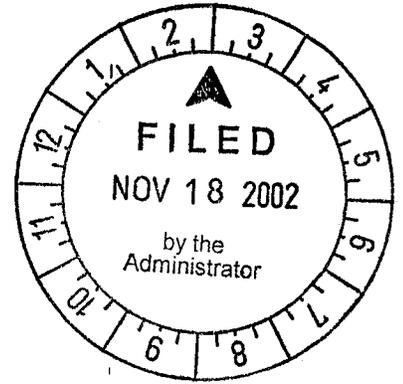


STATE OF OKLAHOMA  
DEPARTMENT OF SECURITIES  
THE FIRST NATIONAL CENTER, SUITE 860  
120 NORTH ROBINSON  
OKLAHOMA CITY, OKLAHOMA 73102



In the Matter of:

Dedicated Resources, Inc. and  
Michael D. Zadoff,

Respondents.

File No. ODS 01-107

**AGREEMENT**

**THIS AGREEMENT** is entered into among Dedicated Resources, Inc. ("Dedicated Resources"), Michael D. Zadoff ("Zadoff") (collectively, "Respondents") and the Oklahoma Department of Securities ("Department"); and

**WHEREAS**, pursuant to Section 405 of the Oklahoma Securities Act ("Act"), Okla. Stat. tit. 71 §§1-413, 501, 701-703 (2001), the Department conducted an investigation into the offer and sale by Respondents of Dedicated Resources viatical investment contracts in and from the state of Oklahoma; and

**WHEREAS**, pursuant to the investigation, the Enforcement Division of the Department made a recommendation to the Administrator of the Department ("Administrator") to issue an order to cease and desist alleging that Respondents engaged in violations of Sections 101, 201, 301 and 402 of the Act ("Recommendation"); and

**WHEREAS**, Respondents were provided with an opportunity for hearing on the Recommendation; and

**WHEREAS**, Respondents, without admitting or denying any violation of the Act, desire to resolve the issues raised in the Department's investigation, and voluntarily execute this Agreement.

**NOW THEREFORE**, the undersigned parties hereto agree as follows:

1. **Compliance with the Act.** Respondents agree to comply with all provisions of the Act and the Rules of the Oklahoma Securities Commission and the Administrator of the Department of Securities ("Rules"), in connection with offers and sales of securities in and/or from the state of Oklahoma.

2. **Permanent Order to Cease and Desist.** Respondents consent to the issuance of a Permanent Order to Cease and Desist in the form of *Exhibit A* attached hereto and made a part hereof (the "Order") and voluntarily waive their right to hearing under the Act, the Rules, and the Oklahoma Administrative Procedures Act, Okla. Stat. tit. 75, § 250 *et. seq.*

3. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of each party hereto and their respective successors and permitted assigns. Except as provided herein, nothing in this Agreement, express or implied, is intended or shall be construed to give to any person other than the parties hereto any right, remedy or claim under or by reason of this Agreement.

4. **Entire Agreement; Amendment.** Other than the Order, this writing constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by each of the parties hereto.

5. **Limitation on Agreement.** Nothing in this Agreement shall prohibit the Administrator from furnishing information to any other properly constituted agency or authority. In the event any other agency or authority commences any action in connection with any information obtained by the Administrator against any Respondent, the Administrator may assist in such actions as authorized by law. It is further agreed that the execution of this Agreement does not mean that the Administrator has passed in any way upon the merits or qualifications of, or recommended or given approval to, the transactions to which it relates.

6. **Effective Date.** This Agreement shall be effective as of the date on which it is signed by the Administrator as set forth below his signature hereto.

7. **Consideration.** In consideration for this Agreement, the Administrator will not take further action against Respondents in connection with the offers and sales of Dedicated Resources viatical investment contracts.

8. **Applicability.** This Agreement applies only to the activities of Respondents and to no others.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year set forth below their signature hereto.

**DEDICATED RESOURCES, INC.:**

By: Michael D. Zadoff, President  
Title:

Date: 10/31/02

**MICHAEL D. ZADOFF:**

Michael D. Zadoff

Date: 10/31/02

**OKLAHOMA DEPARTMENT OF SECURITIES:**

By: Irving L. Faught  
Irving L. Faught, Administrator

Date: 11/18/02

STATE OF OKLAHOMA  
DEPARTMENT OF SECURITIES  
FIRST NATIONAL CENTER, SUITE 860  
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OKLAHOMA CITY, OKLAHOMA 73102

In the Matter of:

Dedicated Resources, Inc. and  
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Respondents.

File No. ODS 01-107

**PERMANENT ORDER TO CEASE AND DESIST**

The Oklahoma Department of Securities ("Department") conducted an investigation into the activities of the named Respondents pursuant to Section 405 of the Oklahoma Securities Act ("Act"), Okla. Stat. tit. 71, §§ 1-413, 501, 701-703 (2001). On June 10, 2002, the Enforcement Division of the Department made a recommendation to issue an order to cease and desist ("Recommendation") against Dedicated Resources, Inc. ("Dedicated Resources") and Michael D. Zadoff ("Zadoff") and a Notice of Opportunity for Hearing on the Recommendation was issued by the Administrator of the Department ("Administrator").

In order to resolve the issues raised in connection with the Department's investigation, and without admitting or denying any violation of the Act, Dedicated Resources and Zadoff voluntarily executed the Agreement which is attached hereto and incorporated herein by reference.

**IT IS HEREBY ORDERED THAT** Dedicated Resources and Zadoff cease and desist from engaging in violations of the Act and from doing any act in furtherance thereof.

Witness my Hand and the Official Seal of the Oklahoma Department of Securities this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

(SEAL)

\_\_\_\_\_  
IRVING L. FAUGHT, ADMINISTRATOR  
OF THE OKLAHOMA DEPARTMENT OF SECURITIES

501-495-9080

Exhibit A