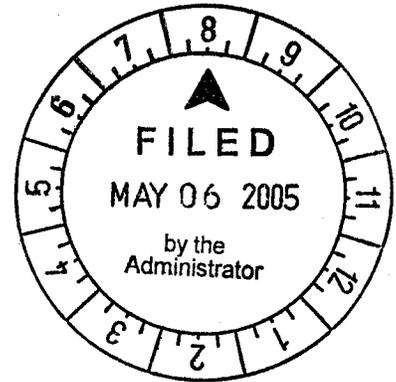


STATE OF OKLAHOMA
DEPARTMENT OF SECURITIES
THE FIRST NATIONAL CENTER, SUITE 860
120 NORTH ROBINSON
OKLAHOMA CITY, OKLAHOMA 73102



In the Matter of:

LifeTime Capital, Inc.

Respondent.

File No. ODS 03-073

AGREEMENT

THIS AGREEMENT is entered into between H. Thomas Moran, II, Receiver for the Assets of LifeTime Capital, Inc. ("LifeTime Capital") and the Administrator ("Administrator") of the Oklahoma Department of Securities ("Department") as of the effective date set forth below.

An investigation into the activities of LifeTime Capital was conducted by the Department pursuant to Section 405 of the Oklahoma Securities Act ("Act"), Okla. Stat. tit. 71, §§ 1-413, 501, 701-703 (2001 & Supp. 2003), concerning possible violations of the Act.

The Administrator, pursuant to the investigation, determined that LifeTime Capital is a Nevada corporation with its principal place of business in Miamisburg, Ohio.

The Administrator, pursuant to the investigation, determined that LifeTime Capital offered and sold unregistered securities in and/or from the State of Oklahoma in the nature of viatical investment contracts, in violation of Section 301 of the Act.

The Administrator, pursuant to the investigation, determined that LifeTime Capital employed unregistered agents in the State of Oklahoma, in violation of Section 201(b) of the Act.

The Administrator, pursuant to the investigation, determined that LifeTime Capital, in connection with the offer and/or sale of securities in the State of Oklahoma, omitted to state to investors material facts necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading, in violation of Section 101 of the Act.

The Administrator may impose any sanction authorized by Section 406 of the Act.

On February 20, 2004, a receiver was appointed for the assets of LifeTime Capital ("Receiver") by the United States District Court for the Southern District of Ohio, Western Division, in Civil Case No. 3:04cv0059. The authority of the Receiver was later expanded to include the assets of all entities by and through which LifeTime Capital conducted business. The

Receiver represents that there is currently no known officer or director of LifeTime Capital who has the authority to give consent to this Agreement on behalf of LifeTime Capital.

The Receiver represents that LifeTime Capital is not currently engaged in the issuance, offer or sale of securities under the Act. Further, the Receiver, without admitting or denying that LifeTime Capital engaged in any violation of the Act, desires to resolve the issues raised in the Department's investigation expeditiously and in a manner consistent with the purposes fairly intended by the policies and provisions of the Act.

NOW THEREFORE, the undersigned parties agree as follows:

1. **Permanent Order to Cease and Desist.** The Receiver consents to the Department's issuance of a Permanent Order to Cease and Desist in the form of *Exhibit A* attached hereto and made a part hereof.

2. **Consideration.** In consideration for the agreement set forth above, the Administrator agrees that no further action shall be taken by the Administrator or the Department against LifeTime Capital for violations of Sections 101, 201 and 301 of the Act through the effective date of this Agreement. However, should LifeTime Capital fail to comply with the terms of this Agreement in any material respect, or if the Receiver of the Assets of LifeTime Capital has made any false or misleading statements to the Department in connection with the Agreement, the Department will initiate action against LifeTime Capital as authorized by the Act or the Oklahoma Uniform Securities Act of 2004, Okla. Stat. tit. 71, §§ 1-101 – 1-701 (Supp. 2003).

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.** 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 hereto. No supplement, modification or amendment to this Agreement shall be binding unless executed in writing by each of the parties hereto.

5. **Headings.** The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

6. **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 properly constituted agency or authority commences any action in connection with any information obtained by the Administrator against LifeTime Capital, the Administrator may assist in such actions as authorized by law. This Agreement applies only to the activities of LifeTime Capital and the affiliated entities with respect to which the Receiver's

Order of Appointment as modified and expanded applies, and to no others, prior to the effective date of this Agreement. 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.

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

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

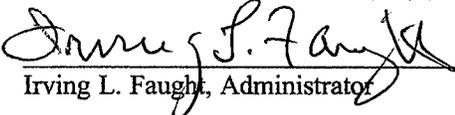
LIFETIME CAPITAL, INC.

By: 
H. Thomas Moran, II, Receiver of the Assets of
LifeTime Capital, Inc.

Date: 4/12/05

Address: Post Office Box 16338
Oklahoma City, Oklahoma 73113

OKLAHOMA DEPARTMENT OF SECURITIES

By: 
Irving L. Faught, Administrator

Date: May 6, 2005

Address: The First National Center, Suite 860
120 North Robinson
Oklahoma City, Oklahoma 73102

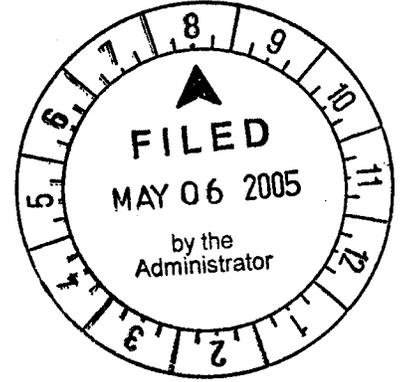


Exhibit A

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

In the Matter of:

LifeTime Capital, Inc.

Respondent.

File No. ODS 03-073

ORDER TO CEASE AND DESIST

The Oklahoma Department of Securities ("Department") conducted an investigation into the activities of LifeTime Capital, Inc. ("LifeTime Capital"), pursuant to Section 405 of the Oklahoma Securities Act ("Act"), Okla. Stat. tit. 71, §§ 1-413, 501, 701 – 703 (2001 & Supp. 2003).

In order to assist in the resolution of the issues raised in connection with the Department's investigation, and without admitting or denying any violation of the Act by LifeTime Capital, H. Thomas Moran, II, Receiver of the Assets of LifeTime Capital and certain affiliates, voluntarily executed the Agreement to which this Order is attached as *Exhibit A* and incorporated herein by reference.

IT IS HEREBY ORDERED that LifeTime Capital cease and desist from the offer and/or sale of securities in and/or from the State of Oklahoma.

Witness my Hand and the Official Seal of the Oklahoma Department of Securities this 6th day of May, 2005.

(SEAL)

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