



RELEASE AND TRANSFER AGREEMENT

This Release and Transfer Agreement (“**Agreement**”) is entered into this ____ day of _____, 20____, between _____ (“**Transferor**”) and _____ (“**Transferee**”).

RECITALS

- 1. **Transferor's** current address is _____
_____.
- 2. **Transferee's** current address is _____
_____.

3. On February 6, 2002, the District Court of Oklahoma County, State of Oklahoma, entered the Order Appointing Conservator and Transferring Assets (“**Conservatorship Order**”), by which Tom Moran was appointed conservator of certain assets of Accelerated Benefits Corporation (“**Conservator**”), and ownership of the portfolio of life insurance policies in which Accelerated Benefits Corporation (“**ABC**”) investors had an interest was transferred to the Conservator.

4. To protect the investments of the ABC investors and prevent the policies from lapsing, the Conservator filed a Motion for an Order Approving the Sale of the Assets on October 25, 2002. After notice and hearing, the Court approved the Conservator’s Motion and the sale of the ABC portfolio (the “**Sale**”).

5. **Transferor** is a holder of an interest in a pro rata share of future distributions generated by policies maturing after the Sale (“**Pro Rata Interest**”).

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

6. **Transferor** agrees to relinquish and transfer to **Transferee** any and all rights and entitlements to Transferor’s **Pro Rata Interest**.

7. **Transferee** agrees to accept assignment of all rights and entitlements to the **Pro Rata Interest** owned by **Transferor**, along with all rights and responsibilities thereunder.



P.O. Box 14541
Oklahoma City, OK 73113

Phone: (405) 418-5710
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Email: investorrelations@asgllc.us
www.abccconservator.com

COVENANTS OF TRANSFEROR

8. **Transferor** shall execute any and all documents necessary to accomplish the transfer of the **Pro Rata Interest** described herein.

9. **Transferor** hereby directs the Conservator to reflect the assignment of all rights of **Transferor** in said Transferor's **Pro Rata Interest** to **Transferee**, and to direct all future correspondence, notices, and payments pertaining to said **Pro Rata Interest** to **Transferee** at the address listed above, or at such other address as **Transferee** may hereafter designate.

10. **Transferor** hereby acknowledges that the Conservator has made no representations or warranties regarding the **Pro Rata Interest** referred to herein.

11. **Transferor**, on behalf of himself, his agents, employees, representatives, heirs, successors and assigns, does hereby unconditionally release, acquit and forever discharge the Conservator, his agents, employees, representatives, successors, and assigns, of and from any and all claims, debts, accountings, damages, costs, expenses, causes of action, suits, proceedings, contracts, agreements, and liabilities whatsoever, whether at law, under statute, in equity or otherwise, which **Transferor** may have, or hereinafter acquire, whether known or unknown, relating to the **Pro Rata Interest** being transferred.

COVENANTS OF TRANSFEE

12. **Transferee** hereby acknowledges that the Conservator has made no representations or warranties regarding the **Pro Rata Interest** referred to herein.

13. **Transferee**, on behalf of himself, his agents, employees, representatives, heirs, successors and assigns, does hereby unconditionally release, acquit and forever discharge the **Transferor** and Conservator, their agents, employees, representatives, successors, and assigns, of and from any and all claims, debts, accountings, damages, costs, expenses, causes of action, suits, proceedings, contracts, agreements and liabilities whatsoever, whether at law, under statute, in equity or otherwise, which may have existed as of the date of execution of this Agreement, whether known or unknown, relating to the **Pro Rata Interest** being transferred.

ADDITIONAL TERMS

14. The parties agree that they are entering into this **Agreement** of their own free will, have read and understood its contents, and have been afforded the opportunity to consult with counsel.



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15. This **Agreement** shall be binding upon and inure to the benefit of the parties hereto and their successors, assigns, heirs and personal representatives.

16. The validity, construction, and enforcement of this **Agreement** shall be governed by the laws of the State of Oklahoma, with venue in Oklahoma County, Oklahoma.

17. This **Agreement** embodies the entire agreement between the parties hereto with respect to the matters involved herein, and supersedes any previous negotiations or agreements between the parties with respect to such matters. This **Agreement** was not executed in reliance upon any statement or representation by either party other than those set forth above. This **Agreement** may not be modified except by a subsequent agreement in writing signed by both parties. No amendment or modification of this **Agreement** shall be effective unless executed in writing by the parties hereto.

EXECUTED this _____ day of _____, 20____.

Signature of Transferor: _____

Subscribed and Sworn to before me this _____ day of _____, 20____,
by _____ .

(SEAL)

Notary Public

My Commission Expires: _____

My Commission Number: _____

Signature of Transferee _____

Transferee SS# or FEIN: _____

Subscribed and Sworn to before me this _____ day of _____, 20____,
by _____ .

(SEAL)

Notary Public

My Commission Expires: _____

My Commission Number: _____