

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

JAN 15 2025
RICK WARREN
COURT CLERK

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IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

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

Case No. CJ-99-2500-66
Judge Sheila Stinson

**ORDER GRANTING MOTION TO CLOSE AND TERMINATE THE
CONSERVATORSHIP AND REQUEST FOR RELEASE AND DISCHARGE ORDER**

NOW on this 13 day of January 2025, the Motion to Close and Terminate the Conservatorship and Request for Release and Discharge Order (the "Motion") of Assistant Conservator, Sherri Townsend (the "Assistant Conservator"), came on for consideration before the undersigned Judge.¹ The Court having reviewed the Motion, finds that the relief requested in the Motion is proper, necessary and in the best interests of all parties in interest, that the Assistant Conservator's notice of the Motion was appropriate under the circumstances, that no objections were filed to the Motion, and that the Motion should be granted for good cause shown.

IT IS THEREFORE ORDERED ADJUDGED AND DECREED that:

1. The Motion and all relief requested therein is hereby GRANTED.
2. The Motion is proper and establishes the grounds to close the Conservatorship as a result of the Conservator's and Assistant Conservator's discharge of their duties under the Order establishing the Conservatorship.

¹ Capitalized terms not otherwise set forth herein shall have the meanings given in the Motion.

3. The Final Distribution to investors in the approximate amount of \$2,072,633.45 as proposed by the Assistant Conservator is approved and authorized. The Assistant Conservator shall make payment of the Final Distribution in accordance with the *pro rata* percentages and amounts for each Investor as set forth in Exhibit A to the Motion, which percentages and amounts may change between today and the date the Final Distribution is made. Any funds from the Final Distribution not claimed, including Final Distribution checks not cashed, within ninety (90) days shall be further administered as Unclaimed Distributions, pursuant to the Motion to Approve Procedures and this Motion.

4. All of the acts and transactions of the Conservator, Assistant Conservator, HTM, and ASG, including those of their agents, employees, members, officers, directors, independent contractors, insurers, attorneys and representatives during the duration of this Conservatorship are hereby ratified, confirmed, and approved as being necessary, proper and in the best interest of the Conservatorship.

5. All claims or potential claims of any kind or nature against the Conservator, Assistant Conservator, HTM, ASG, and their agents, employees, members, officers, directors, independent contractors, insurers, attorneys, and representatives are disallowed entirely and forever barred.

6. The Conservatorship is hereby terminated and the Conservator, Assistant Conservator, HTM, ASG, and their agents, employees, members, officers, directors, independent contractors, insurers, attorneys and representatives are hereby discharged and released from any and all claims, liabilities, duties, responsibilities, and obligations held by or owed to any person or entity arising from, related to, derived from or defined in this Conservatorship proceeding, including, but not limited to, the Order Appointing Conservator and Transferring Assets, the

Order Appointing Assistant Conservator, or any other Order entered by the Court during the course of the Conservatorship, provided, however, that the foregoing provision shall have no effect on the liability of any person or entity that results from any such act or omission that is determined in a final order to have constituted gross negligence or willful misconduct. Further, the Conservator, Assistant Conservator, HTM, ASG, and their agents, employees, members, officers, directors, independent contractors, insurers, attorneys and representatives shall not be liable for compliance with any order, including, but not limited to, order of this Court, or any rule, law or decree except upon a finding by this Court that they have acted or failed to act as a result of gross negligence or willful misconduct.

7. Notwithstanding the conclusion and termination of the Conservatorship, the Assistant Conservator is granted authority to perform certain tasks for the termination of the Conservatorship, including, but not limited to, all further action necessary to implement the Order granting Motion to Approve Procedures (the "Procedures Order") and this termination Order. Notwithstanding the termination of the Conservatorship, the Assistant Conservator is hereby authorized to take such acts and conduct such business, including the payment of the Final Distribution, and execute and deliver such instruments, agreements and other documents that the Assistant Conservator deems necessary and appropriate to conclude the Conservatorship and implement the terms of the Procedures Order and this termination Order.

8. Notwithstanding the foregoing, this Court shall retain exclusive jurisdiction over any and all claims or issues arising out of or relating to the Conservatorship, including, but not limited to, any transactions occurring during the course of the Conservatorship and any act or omission by the Conservator, Assistant Conservator, HTM, ASG, or their agents, employees, members, officers, directors, independent contractors, insurers, attorneys and representatives, in

the discharge of their duties and responsibilities during this Conservatorship; and no party shall file in any court, administrative tribunal, or other adjudicatory forum, against the Conservator, Assistant Conservator, HTM, ASG, their agents, employees, members, officers, directors, independent contractors, insurers, attorneys and representatives, any claim arising out of or relating to this Conservatorship, including, but not limited to, any transactions occurring during the course of the Conservatorship and any act or omission by the Conservator, Assistant Conservator, HTM, or ASG during this Conservatorship, unless the filing party first (a) makes a showing of why the claim is not, or would not be, in violation of this termination Order; (b) makes a showing of good cause why the claim has colorable and good faith merit subject to the terms of Section III, paragraphs 3, 4 and 5 of the Motion; and (c) demonstrates financial ability to indemnify the Conservator, Assistant Conservator, HTM and ASG, or their agents, employees, members, officers, directors, independent contractors, insurers, attorneys and representatives, should any action be filed and ultimately be unsuccessful.

9. This termination Order shall constitute a final order adjudicating all claims, rights, and liabilities of all parties and claimants arising out of or relating to the Conservatorship, including, but not limited to, the matters addressed in the Motion Approving Procedures and this Motion. Pursuant to 12 Okla. Stat. §994(A), the Court hereby determines that there is no just reason for delay, and therefore directs that the Termination Order be filed as a final judgment, decree and order.

10. Nothing herein shall prejudice or be deemed a waiver of the Assistant Conservator's right to seek additional relief, including amendment of any procedures set forth herein.

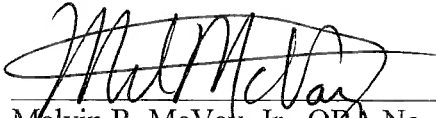
11. The Assistant Conservator, ASG, and any retained professionals or attorneys are authorized to take or refrain from taking such acts as are necessary and appropriate to implement and effectuate the relief granted herein.

Signed this 13 day of January, 2025.

SHEILA D. STINSON

SHEILA STINSON
JUDGE OF THE DISTRICT COURT

APPROVED:



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RICK WARREN COURT CLERK
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