

**EXHIBIT B**

**OAK POINT AGREEMENT**

## **PURCHASE AGREEMENT AND ASSIGNMENT OF CLAIMS AND INTERESTS**

**THIS PURCHASE AGREEMENT AND ASSIGNMENT OF CLAIMS AND INTERESTS** (this "Agreement"), dated as of April \_\_, 2010 is between the **POST-CONSUMMATION ESTATE OF THE FINANCE COMPANY DEBTORS** ("CFC Post-Consummation Estate" or "Seller") and **OAK POINT PARTNERS, INC.** ("Purchaser").

### **WITNESSETH:**

**WHEREAS**, Conseco Finance Corp. and certain of its affiliates (the "Debtors") filed petitions for relief under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Northern District of Illinois (the "Bankruptcy Court"), which cases are jointly administered under Case No. 02-49675 (the "Bankruptcy Case"); and

**WHEREAS**, Seller owns the rights to a claim or claims filed for sales tax refunds from the state of Michigan and any proceeds thereof, net of certain contingency fees (the "Net Sales Tax Refund"); and

**WHEREAS**, at the time of the execution of this Agreement and continuing into the future, there may be property of the CFC Post-Consummation Estate remaining, consisting of known or unknown assets or claims which have not been previously sold, assigned, transferred, encumbered or resolved (the "Remnant Assets"); and

**WHEREAS**, Remnant Assets specifically **excludes** a) cash held at the time of this Agreement by Seller in bank accounts earmarked for distribution to creditors, payment of professional fees, distribution to charity and/or any other purpose; and b) the Purchase Price (as hereinafter defined) to be delivered pursuant hereto; and

**WHEREAS**, subject to approval of the Bankruptcy Court, Seller has the power and authority to sell and assign all right, title and interest in and to the Net Sales Tax Refund and Remnant Assets (the Net Sales Tax Refund and Remnant Assets are collectively referred to herein as the "Accounts") to Purchaser, including, but not limited to the proceeds thereof.

**NOW THEREFORE**, in consideration of the promises and mutual undertakings herein contained, Seller and Purchaser agree as follows:

1. **Purchase Price.** The Purchase Price shall be good funds in the amount of Twenty-Five Thousand Dollars (\$25,000), payable within 3 business days after approval of this Agreement by the Bankruptcy Court.
2. **Assignment of Accounts.** Seller hereby irrevocably and unconditionally sells, assigns, transfers and conveys to Purchaser all of the Seller's right, title and interest under, in and to the Accounts only, as well as any and all claims and rights related to the Accounts, including, without limitation, all cash, securities, instruments and other property that may be paid or issued in satisfaction of the Accounts and all amounts, interest, costs due under the Accounts.
3. **Copies of Documentation.** At or before closing, Seller will provide to Purchaser copies of available back-up documentation for the Accounts.
4. **Authority to Sell.** The sale of the Accounts shall be made pursuant to an order of the Bankruptcy Court approving this Agreement.

5. **Payments Received on Accounts.** Seller further agrees that any payments received by Seller on account of any Accounts shall constitute property of the Purchaser to which the Purchaser has an absolute right, and that Seller will promptly deliver such payment to Purchaser at Purchaser's offices set forth below. Seller agrees to forward to Purchaser all notices received with respect to any Accounts assigned herein and to take such action with respect to the Accounts, as Purchaser may from time to time reasonably request. Notwithstanding the foregoing or anything herein to the contrary, any amounts received by Purchaser in excess of \$100,000 shall be paid 30% to charitable organizations of which 15% is allocated by the Purchaser and 15% allocated by the Seller as listed in Appendix A and 70% to Purchaser.

6. **Seller's Representations and Warranties.** In consideration of Purchaser's agreements herein and to induce Purchaser to enter into this Agreement, Seller represents and warrants to Purchaser that a) Seller has full lawful right, title, power and authority to enter into this Agreement and to convey Seller's interest to Purchaser in the Accounts as is set forth in this Agreement; and b) the Accounts are held by Seller free of any liens or other encumbrances.

**EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE SELLER SELLS, ASSIGNS, AND TRANSFERS THE ACCOUNTS TO THE PURCHASER "AS IS, WHERE IS" WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR IMPOSED BY LAW.**

7. **Mail Forwarding.** To the extent that the Seller utilizes a dedicated P.O. Box or other mailing address which receives mail exclusively for the CFC Post-Consummation Estate (and not also for other unrelated entities or persons), then Seller agrees that subsequent to the closing of the Bankruptcy Case and when all work has been wrapped up for the CFC Post-Consummation Estate, the Seller or a representative will file a change of address form with the U.S. Postal Service so mail sent to such dedicated address for the CFC Post-Consummation Estate will be forwarded by the U.S. Postal Service to Purchaser's P.O. Box. If requested by the Seller or its representatives, Purchaser will agree to monitor incoming mail and to use its reasonable efforts to forward to the Seller or its representatives such mail that Purchaser believes may require the attention of the Seller or its representatives.

8. **Documents of Assignment.** From time to time upon request from Purchaser, Seller shall execute and deliver to Purchaser such documents reasonably requested by Purchaser to evidence and effectuate the transfer contemplated by this Agreement in a form reasonably acceptable to the parties hereto. However, Purchaser shall reimburse Seller for its reasonable costs associated with such compliance.

9. **Limited Power of Attorney.** Solely with respect to the Accounts, Seller hereby irrevocably appoints Purchaser as its true and lawful attorney and authorizes Purchaser to act in Seller's stead, to demand, sue for, compromise and recover all such amounts as now are, or may hereafter become, due and payable for or on account of the Accounts herein assigned. Seller grants unto Purchaser full authority to do all things necessary to enforce the Accounts and its rights thereunder pursuant to this Agreement.

10. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between Seller and the Purchaser and supersedes any and all prior agreements and understandings with respect to the subject matter hereof. This Agreement may not be amended or in any manner modified unless such amendment or modification is in writing and signed by both parties.

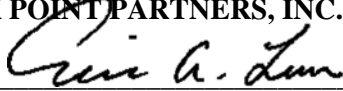
11. **Benefits and Binding Effect.** All provisions contained in this Agreement or any document referred to herein or relating hereto shall inure to the benefit of and shall be binding upon the respective successors and assigns of Seller and the Purchaser.

12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the

internal laws of the State of Illinois, without giving effect to choice of law principles of the State of Illinois.

**THIS AGREEMENT** has been duly executed as of the day and year first above written.

**OAK POINT PARTNERS, INC.**

By: 

Name: ERIC LINN

Its: President

Address (*for regular mail and mail forwarding*): PO Box 8338, Rolling Meadows, IL 60008

Address (*for overnight delivery*): 1540 E. Dundee Rd., Suite 240, Palatine, IL 60074

tel (847) 577-1269 fax (847) 655-2746

**POST-CONSUMMATION ESTATE OF THE FINANCE COMPANY DEBTORS**

By: \_\_\_\_\_

Name:

Its:

Address:

Attention:

tel ( )

fax ( )

**Appendix A – Charitable Organizations**

**Designated by Seller:** *The Vision 21 Foundation*

**Designated by Purchaser:** *Memorial Sloan-Kettering Cancer Center - Cycle for Survival*

Charitable Purpose: Cycle for Survival was founded in 2007 to build awareness and raise research funding for rare cancers, which consist of hundreds of different types of cancers that collectively affect millions of people. Cycle for Survival began as a small single-venue fundraiser and has since expanded to become a national event that has raised more than \$4 million for research on rare cancers at Memorial Sloan-Kettering Cancer Center. Additional information can be found at [www.cycleforsurvival.org](http://www.cycleforsurvival.org).

Connections: Cycle for Survival was founded by cancer patient Jennifer Goodman Linn, along with her husband David Linn, who is a Principal at Oak Point Partners.