

**Exhibit B**

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (the “**Agreement**”) dated as of December 30, 2004, is by and between **LONG TERM PREFERRED CARE, INC.**, a Tennessee corporation (“**LTPC**”) and **TWG CAPITAL, INC.**, a Delaware corporation (“**TWG**”).

**WHEREAS**, LTPC has entered into that certain Commission Purchase Agreement of even date herewith between LTPC and LION 2004 Receivables Trust (the “**Trust**”), a copy of which is attached hereto as Exhibit A (the “**Commission Purchase Agreement**”) pursuant to which the Trust acquired the Assigned Commission Rights (defined below);

**WHEREAS**, TWG has a direct interest in the transactions described in the Commission Purchase Agreement and TWG and LTPC desire to enter into this agreement to facilitate the transactions contemplated by the Commission Purchase Agreement; and

**WHEREAS**, TWG acknowledges that LTPC would not enter into the Commission Purchase Agreement unless and until TWG entered into this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing, other good and valuable consideration and the mutual terms and covenants contained herein, the parties hereto agree as follows:

### ARTICLE I

#### CERTAIN DEFINITIONS

As used in this Agreement, the following terms shall, unless the context otherwise requires, have the following meanings (such meanings to be equally applicable to the singular and plural forms of the terms defined):

“**Administrative Services Agreement**” shall mean that certain Administrative Services Agreement of even date herewith between Progeny Marketing Innovations Inc. (“**PMI**”) and TWG, as the same may be amended from time to time.

“**Affinity Agreements**” shall mean all contracts and arrangements between LTPC and any Person, other than a Carrier, an Agent, or the Trust, under which LTPC owes any compensation or has any other payment obligations to such Person or any other Person in any way relating to Assigned Commission Rights and the Policies.

“**Affinity Partner**” shall mean any Person that is a counterparty to any Affinity Agreement.

“**Agent**” shall mean an insurance agent, broker, underwriter or insurance agency, other than a Carrier.

“**Agent Agreements**” shall mean all sales agreements and other contracts and arrangements between LTPC and an Agent in any way relating to Assigned Commission Rights and the Policies.

“**Applicable Law**” shall mean all laws, rules and regulations applicable to the Person, conduct, transaction, covenant, agreement, document, instrument, or contract in question, including all applicable common law and equitable principles; all provisions of all applicable state, federal and foreign constitutions, statutes, rules, regulations and all orders, judgments and decrees of all arbitrators, courts, and Governmental Bodies.

“**Assigned Commission Rights**” shall have the meaning ascribed to such term in the Commission Purchase Agreement.

“**Assigned Assets**” shall have the meaning set forth in Section 2.1 of this Agreement.

“**Assumed Obligations**” shall have the meaning set forth in Section 2.1 of this Agreement.

“**Carrier**” shall mean an insurance company which is the issuer of any of the Policies.

“**Closing**” and “**Closing Date**” shall have the meaning ascribed to such terms in the Commission Purchase Agreement.

“**Database**” shall mean the current Paradox 4.02 relational database software which has been and is used by LTPC to manage insurance, agent and commission information related to operating the business which is related to the Policies, the Assigned Commission Rights and the Residual Business, Records that populate the relational fields in the Database, and the selection, coordination and arrangement of such Records.

“**Governmental Body**” shall mean the government of the United States of America or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“**Insurance Contracts**” shall have the meaning ascribed to such term in the Commission Purchase Agreement.

“**Knowledge**” shall have the meaning ascribed to such term in the Commission Purchase Agreement.

“**Lien**” shall mean any pledge, hypothecation, assignment, security interest, lien (whether statutory or otherwise), charge, claim or encumbrance, or preference, priority, or other security agreement or preferential arrangement held or asserted in respect of any asset of any kind or nature whatsoever, including, without limitation, any conditional sale or other title retention agreement, any lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement under the Uniform Commercial Code or comparable law of any jurisdiction.

“**Person**” means any individual, corporation, estate, partnership, joint venture, association, joint stock company, trust, limited liability company, unincorporated organization, or government or any agency or political subdivision thereof.

“**Policies**” shall mean the policies of long term care insurance that relate to the Assigned Commission Rights.

“**Records**” shall mean all documents, instruments and records (including, without limitation, policy expiration information, customer lists and mailing lists, correspondence and other information and records) owned, used or maintained by or for LTPC in any way relating to the Assigned Commission Rights, Policies, the Agent Agreements, or the Affinity Agreements, including without limitation the data used to populate the Database, regardless of whether they are maintained in hard copy, electronic media or otherwise, other than any of the above that relate exclusively to the Residual Business.

“**Residual Business**” shall mean all assets, rights, liabilities, and obligations comprising that portion of LTPC’s long term care insurance business which does not relate to the Assigned Commissions Rights.

“**Transaction Agreements**” shall mean, collectively, this Agreement and the Commission Purchase Agreement.

“**Trust Agreement**” shall have the meaning ascribed to such term in the Commission Purchase Agreement.

## ARTICLE II

### ASSIGNMENT AND ASSUMPTION

#### Section 2.1 Assignment and Assumption

Effective as of the Closing Date, and subject only to the consummation of the transactions contemplated by the Commission Purchase Agreement:

(a) LTPC hereby sells, assigns, transfers, sets over, and otherwise conveys and delivers to TWG, and TWG hereby accepts the sale, assignment, transfer, set over, conveyance and delivery of, the following (the “**Assigned Assets**”):

(i) all of LTPC’s rights, title, and interest under the Insurance Contracts (excluding the Assigned Commission Rights and any other rights which are sold or otherwise conveyed to the Trust pursuant to the Commission Purchase Agreement);

(ii) all of LTPC’s rights, title, and interest under the Agent Agreements and the Affinity Agreements, to the extent that such rights, title, and interest relate to the Policies, excluding LTPC’s rights to receive payments of amounts owed to LTPC by Agents under the Agent Agreements; and

(iii) all Records;

provided, however, that TWG shall provide LTPC, upon request from time to time, access to Records to the extent necessary to enable LTPC to continue to operate the Residual Business and to allow PMI to perform its obligations pursuant to the Administrative Services Agreement; and

(b) TWG hereby assumes, and agrees to pay or perform the following obligations (the "Assumed Obligations"):

(i) all obligations of LTPC under the Insurance Contracts, including obligations to administer and service the Policies and the insureds thereunder, solely to the extent such obligations arise from and after or relate to the period following the Closing Date;

(ii) all obligations of LTPC under the Affinity Agreements to pay to any Person the percentage of commissions specified therein in accordance with the terms of the Affinity Agreements, solely to the extent such obligations arise from and after the Closing Date and arise from and relate to the Assigned Commission Rights and the Policies; and

(iii) all obligations of LTPC under the Agent Agreements to pay commissions (excluding all such commissions that are paid directly to the Agents by the Carriers) to the Agents who are parties thereto in accordance with the terms thereof, solely to the extent such obligations arise from and after the Closing Date and arise from and relate to the Assigned Commission Rights and the Policies.

## **Section 2.2 Excluded Rights and Obligations**

(a) Notwithstanding any other provision in this Agreement to the contrary, the Residual Business is expressly excluded from the Assigned Assets and the Assumed Obligations.

(b) Except for the Assumed Obligations, no obligations, debts, taxes, operating expenses, rent, utilities, and other liabilities of LTPC of any kind, character or description, whether accrued, absolute, contingent or otherwise, shall be assumed by TWG, and all of the same (the "**Excluded Obligations**") shall be retained and performed by LTPC. The Excluded Obligations include, but are not limited to (i) all obligations and liabilities of LTPC under the Insurance Contracts, the Agent Agreement and the Affinity Agreements that arose prior to or relate to periods preceding the Closing Date, (ii) all obligations and liabilities of LTPC under the Insurance Contracts, the Agent Agreements, and the Affinity Agreements that arise from or relate to amounts received by LTPC in respect of Commissions Rights (as defined in the Commission Purchase Agreement) other than the Assigned Commission Rights, (iii) all obligations and liabilities of LTPC under the Affinity Agreements other than those expressly described in Section 2.1(b)(ii), regardless of when such obligations and liabilities arise or to what period they relate. The covenant regarding confidential information made by TWG in Section 3.3(b) of this Agreement is not an Excluded Obligation.

## **Section 2.3 Database License**

. Effective as of the Closing Date, and subject only to the consummation of the transactions contemplated by the Commission Purchase Agreement: LTFC grants to TWG, its affiliates, successors and assigns, a perpetual, unlimited, sub-licensable, non-exclusive license to access, use, reproduce, modify, prepare derivative works based upon, display, and distribute the Database.

### ARTICLE III

#### REPRESENTATIONS, WARRANTIES AND COVENANTS

##### Section 3.1 Representations and Warranties of TWG

. TWG hereby represents and warrants as follows to LTFC as of the Closing Date:

(a) ***Organization and Good Standing***

. TWG is duly organized and validly existing as a corporation in good standing under the laws of the State of Delaware, with all requisite power and authority to own its properties and to conduct its business as such properties are currently owned and such business is currently conducted.

(b) ***Due Qualification***

. TWG is duly qualified to do business as a foreign limited liability company in good standing, and has obtained all necessary licenses and approvals in all jurisdictions where the failure to do so would materially and adversely affect TWG's ability to acquire the Assigned Assets or to perform the Assumed Obligations.

(c) ***Power and Authority***

. TWG has the corporate power and authority to execute, deliver, and perform this Agreement. The execution, delivery, and performance of this Agreement have been duly authorized by TWG by all necessary corporate action.

(d) ***Binding Obligation***

. This Agreement constitutes a legal, valid, and binding obligation of TWG, enforceable against TWG in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganization, or similar laws now or hereafter in effect relating to or affecting creditors' rights generally and to general principles of equity (whether applied in a proceeding at law or in equity).

(e) ***No Violation***

. The execution, delivery, and performance by TWG of this Agreement (i) do not and will not violate any provision of any Applicable Law, or any provision of the articles of incorporation or the bylaws of TWG, or (ii) constitute a breach of any mortgage, indenture, contract, or other agreement to which TWG is a party or by which TWG may be bound or result

in the creation or imposition of any lien upon any of TWG's properties pursuant to any such mortgage, indenture, contract, or other agreement.

(f) ***No Proceedings***

. There are no proceedings or investigations pending, or, to TWG's knowledge, threatened against TWG before any court, regulatory body, administrative agency, or other governmental instrumentality having jurisdiction over TWG or its properties (i) asserting the invalidity of this Agreement, (ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement, or (iii) seeking any determination or ruling that might materially and adversely affect the performance by TWG of its obligations under, or the validity or enforceability of, this Agreement.

(g) ***No Consents; Licensure Matters***

. TWG is not required to obtain the consent of any other Person or any consent, license, approval, registration, authorization, or declaration of or with any Governmental Body in connection with the execution, delivery, performance, validity, or enforceability of this Agreement that has not already been obtained. TWG has obtained all licenses and approvals including, without limitation, those issuable by state insurance regulatory authorities, necessary in order for TWG to conduct its business with respect to the Assigned Assets and the Assumed Obligations after the Closing Date.

**Section 3.2 Representations and Warranties of LTPC**

. LTPC hereby represents and warrants to TWG as of the Closing Date, as follows:

(a) ***Organization and Good Standing***

. LTPC is a corporation duly organized, validly existing and in good standing under the laws of the State of Tennessee, and has the power to own its assets and to transact the business in which it is currently engaged and as contemplated by the Transaction Agreements. LTPC is duly authorized to transact business and has obtained all necessary licenses and approvals, and is in good standing in each jurisdiction in which the character of the business transacted by it or any properties owned or leased by it requires such authorization, except where failure to obtain such licenses or approvals or maintain such good standing could not reasonably be expected to materially and adversely affect LTPC's ability to perform its obligations under the Transaction Agreements. Without limitation of the foregoing, LTPC has, and at all relevant times had, the power and authority to acquire, own, administer and transfer the Assigned Commission Rights and Assigned Assets, except where the lack of such power or authority could not reasonably be expected to have a material adverse impact on TWG, the Assigned Commission Rights, or the Assigned Assets, or LTPC's ability to perform its obligations under this Agreement..

(b) ***Power and Authority***

. LTPC has the corporate power and authority to make, execute, deliver, and perform the Transaction Agreements and to carry out their respective terms. The execution,

delivery, and performance of the Transaction Agreements has been duly authorized by LTPC by all necessary corporate action. The Transaction Agreements constitute legal, valid, and binding obligations of LTPC enforceable in accordance with their respective terms, except as enforcement of such terms may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally and by the availability of equitable remedies and except as enforcement of such terms may be limited by receivership, conservatorship and supervisory powers of bank or insurance regulatory agencies generally.

(c) ***No Violation***

The execution, delivery, and performance by LTPC of the Transaction Agreements (i) do not and will not violate any provision of any Applicable Law, or any provision of the articles of incorporation or the by-laws of LTPC, or (ii) constitute a breach of any mortgage, indenture, contract, or other agreement to which LTPC is a party or by which LTPC may be bound or result in the creation or imposition of any lien upon any of LTPC's properties pursuant to any such mortgage, indenture, contract, or other agreement, which breach or lien could reasonably be expected to have a material adverse impact on TWG, the Assigned Commission Rights, the Assigned Assets, or LTPC's ability to perform its obligations under this Agreement.

(d) ***No Proceedings***

There are no proceedings or investigations pending or, to LTPC's Knowledge, threatened against LTPC before any court, regulatory body, administrative agency, or other governmental instrumentality having jurisdiction over LTPC or its properties (i) asserting the invalidity of either of the Transaction Agreements, (ii) seeking to prevent the consummation of any of the transactions contemplated by the Transaction Agreements, or (iii) seeking any determination or ruling that might materially and adversely affect the Assigned Commission Rights, the Assigned Assets, the validity or enforceability of the Transaction Agreements, or the ability of LTPC to perform its obligations under the Transaction Agreements.

(e) ***No Consents***

LTPC is not required to obtain the consent of any other Person or any consent, license, approval, registration, authorization, or declaration of or with any Governmental Body in connection with the execution, delivery, performance, validity, or enforceability of the Transaction Agreements, except to the extent its failure to obtain such consent, license, approval, registration, authorization, or declaration would not materially and adversely affect TWG, the Assigned Commission Rights, the Assigned Assets, or the ability of LTPC to perform its obligations under the Transaction Agreements.

(f) ***Solvency***

LTPC is not insolvent, nor will LTPC be made insolvent by the transfer of the Assigned Commission Rights and the Assigned Assets. LTPC is not disposing of the Assigned Commission Rights or the Assigned Assets with any intent to hinder, delay, or defraud any of its creditors.



(g) ***Legal Compliance***

LTPC is not in violation of any Applicable Law, which violation could reasonably be expected to materially and adversely affect TWG, the Assigned Commission Rights, the Assigned Assets, or the ability of LTPC to perform its obligations under the Transaction Agreements. LTPC has not received any written or oral notice of alleged violation of any Applicable Law that has not been remedied in the ordinary course of business and that could not reasonably be expected to have a material adverse effect on TWG, the Assigned Commission Rights, the Assigned Assets, or the ability of LTPC to perform its obligations under the Transaction Agreements.

(h) ***Lawful Assignment***

To LTPC's Knowledge, no Assigned Commission Rights or Assigned Asset is subject to the laws of any jurisdiction the laws of which would make unlawful, void, or voidable the sale, transfer, and assignment of such Assigned Commission Right under the Commission Purchase Agreement or of such Assigned Asset under this Agreement.

(i) ***Agent Agreements***

Exhibit C attached to this Agreement is an accurate and complete list of all Agent Agreements, and the copies thereof delivered to TWG are accurate and complete. Subject to interpretations regarding the enforceability of certain non-competition provisions contained in the Agent Agreements, the Agent Agreements are in full force and effect and are enforceable by LTPC in accordance with their respective terms, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies, regardless of whether such enforceability is considered in a proceeding in equity or at law. Each Agent Agreement contains the entire agreement between LTPC, the Carrier, and the Agent party thereto in respect of commissions and other amounts payable to such Agent in respect of the Policies. There are no renegotiations of, attempts to renegotiate, or outstanding rights to renegotiate any material amounts paid or payable to or by LTPC under the Agent Agreements and no Person has made written demand for such renegotiation. All commissions and other amounts payable to the Agents under the terms of the Agent Agreements prior to the Closing Date have been paid in full. No event has occurred that may contravene, conflict with, or result in a material violation or breach of, or give LTPC, any Carrier, any Agent, or any other Person the right to declare a default or exercise any remedy under, or to cancel, terminate, or modify, any Agent Agreement, nor has there been any waiver of any such event, condition, or circumstance (other than with respect to enforcement of certain non-competition provisions). Except with respect to notices that could not reasonably be expected to have a material adverse impact on TWG, LTPC has not given to or received from any other Person at any time any written notice regarding any actual, alleged, possible, or potential violation or breach of, or default under, any Agent Agreement. Each Agent Agreement complies in all material respects with all requirements of Applicable Law.

(j) ***Affinity Agreements***

Exhibit B attached hereto is an accurate and complete list of all Affinity Agreements, and the copies thereof delivered to TWG are accurate and complete. The Affinity Agreements are in full force and effect and are enforceable by LTPC and, to the Knowledge of LTPC, the Affinity Partner party thereto, in accordance with their respective terms, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies, regardless of whether such enforceability is considered in a proceeding in equity or at law. Each Affinity Agreement contains the entire agreement between LTPC and the Affinity Partner in respect of the payment of compensation or other monetary consideration to the Affinity Partner or any other Person in respect of the Policies, and LTPC has no obligations or liabilities to any such Affinity Partner in respect of the Policies other than those expressly set forth in the Affinity Agreements. There are no renegotiations of, attempts to renegotiate, or outstanding rights to renegotiate any amounts paid or payable by LTPC under the Affinity Agreements and no Person has made written demand to LTPC for such renegotiation. Other than LTPC's winding down of active marketing activities under the Affinity Agreements pursuant to notices previously given to the Affinity Partners which could not reasonably be expected to have a material adverse effect on TWG, (i) all obligations of LTPC that under the terms of the Affinity Agreements are required to be paid, performed, or satisfied on or before the Closing Date have been paid, performed, and satisfied in full; and (ii) no event has occurred that may contravene, conflict with, or result in a violation or breach of, or give LTPC or, to LTPC's Knowledge, any Affinity Partner or any other Person, the right to declare a default or exercise any remedy under, or to cancel, terminate, or modify, any Affinity Agreement, nor to LTPC's Knowledge has there been any waiver of any such event, condition, or circumstance. LTPC has not given to or received from any other Person at any time any written notice regarding any actual, alleged, possible, or potential violation or breach of, or default under, any Affinity Agreement, which alleged violation or breach remains uncured. To LTPC's Knowledge, each Affinity Agreement complies in all material respects with all requirements of Applicable Law.

(k) *Insurance Contracts*

LTPC has delivered to TWG accurate and complete copies of the Insurance Contracts. Each Insurance Contract is in full force and effect and constitutes a legal, valid and binding agreement between LTPC and the applicable Carrier, enforceable in accordance with its terms against each party thereto. LTPC is not, and, to the Knowledge of LTPC, no Carrier is, in violation or breach of or default under any Insurance Contract (or with notice or lapse of time or both, would be in violation or breach of or default), other than violations or breaches which were subsequently remedied in the ordinary course of business and which have not had, and will not have, a material adverse effect on TWG, the Assigned Commission Rights, the Assigned Assets, or the ability of LTPC to perform its obligations under the Transaction Agreements. Each Insurance Contract has not been materially amended or modified (including by any prior practice or course of dealing). The Insurance Contracts provided to TWG are the only contracts or agreements that are or were in effect between LTPC and the Carriers with respect to the Assigned Commission Rights and the Policies. There are no advances, loans, or extensions of credit by any Carrier to LTPC or any Agent or otherwise for which LTPC is or may become responsible for payment. In addition, no advance, loan or extension of credit has been made by any Carrier to LTPC that has not been repaid in full.

(l) ***Commission File.***

On or about November 17, 2004, LTPC provided TWG with a CD created on November 17, 2004, containing an electronic file entitled "poldata.xls" consisting of certain information with respect to the Policies and the Assigned Commission Rights. All information contained in said electronic file is true, correct and complete in all material respects. The information in the file accurately and fully identifies all commissions, payments, compensation, and other amounts payable to Agents, Affinity Partners and any other Persons under and pursuant to the Agent Agreements and the Affinity Agreements that relate to the Policies.

(m) ***Title***

No Assigned Asset and no interest in any Assigned Asset has been sold, transferred, assigned, or pledged by LTPC to any Person other than to TWG pursuant to this Agreement. LTPC has not done anything to convey any right to any Person that would, to LTPC's Knowledge, result in such Person having a right to any of the Assigned Assets or otherwise to impair the rights of TWG in any Assigned Asset. Immediately prior to the transfers and assignments herein contemplated, LTPC owns all the rights to the Assigned Assets free and clear of all Liens. Upon consummation of the transactions contemplated by the Commission Purchase Agreement, the Trust will be the owner of the Assigned Commission Rights free and clear of all Liens other than any Liens created by or through the Trust.

(n) ***Database***

LTPC owns or otherwise possesses the right to make the grant of rights in the Database and the Records that populate the Database as set forth in this Agreement. The Database and the Records populating the Database do not violate or infringe the rights of any third party or any applicable license and the Records populating the Database have been gathered and maintained in accordance with all laws, rules and regulations that apply to the collection and maintenance of such data. LTPC has obtained any third-party licenses necessary for TWG to exercise its rights in the Database (including the software) under this Agreement.

(o) ***Information Provided by LTPC***

All information relating to LTPC, the Assigned Commission Rights, the Assigned Assets, the Assumed Obligations, or the transactions contemplated by the Transaction Agreements provided by LTPC to TWG was appropriately and accurately responsive to TWG's written inquiries, and copies of all documents provided in connection therewith are true, correct and complete in all material respects. All such information did not, as of its date, and does not, as of the date hereof, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at such dates, not misleading. Notwithstanding anything in the foregoing to the contrary, LTPC makes no representation as to the accuracy or feasibility of any forward looking statements, projections, or any forecasts of future results that may have been provided to TWG, including but not limited to any such statements contained in that certain Projection of Long Term Preferred Care Commission Stream Report prepared for Progeny Marketing Innovations, Inc. prepared by Milliman USA Consultants and Actuaries (a Milliman Global Firm) dated 4/15/03.

### **Section 3.3 Covenants**

#### **(a) *Right of First Offer***

If, within eighteen (18) months after the Closing Date (the “Right of First Offer Period”) LTPC decides to sell or solicit offers to purchase the Residual Business, LTPC shall deliver notice of its intention (a “Notice of Intent”) to TWG in writing, setting forth the terms and conditions upon which LTPC intends to offer the Residual Business for sale in the marketplace (the “Proposed Sale Terms”). TWG shall then have twenty (20) days to notify LTPC (“Offer Notice”), of TWG’s desire to negotiate with LTPC to attempt to reach an agreement for the purchase and sale of the Residual Business, in which event each party shall negotiate in good faith to attempt to enter into a written contract (the “Contract”), for the sale of the Residual Business consistent with the Proposed Sale Terms or such other terms as LTPC and TWG may agree in their sole and absolute discretion. The right to negotiate with LTPC for the purchase of the Residual Business during the period of twenty (20) days following the giving a Notice of Intent and the period of thirty (30) days following the date of TWG’s Offer Notice shall be exclusive, and neither LTPC nor any of its Affiliates shall market or solicit or entertain offers for the Residual Business during such periods. In the event that a Contract is not entered into within thirty (30) days from the date of TWG’s Offer Notice after good faith negotiation, then LTPC shall have the right to market the Residual Business to third parties. This Section 3.3(a) shall not apply to any transfer by LTPC of the Residual Business in any transaction in which LTPC retains voting control of or has more than fifty percent (50%) ownership in the transferee after completion of the transfer. Notwithstanding anything contained in this Agreement to the contrary, the rights of TWG under this Section 3.3(a) shall not be triggered by a transaction which constitutes a Change in Control (as such term is defined in the Administrative Services Agreement) of PMI or a Change in Control of any entity which, directly or indirectly, owns a controlling interest in PMI, unless at the time such change of control occurs PMI has no substantial assets other than its equity interest in LTPC.

#### **(b) *Compliance by TWG***

TWG will exercise the Assigned Assets and perform the Assumed Obligations in compliance Applicable Law. TWG will prevent unauthorized dissemination or disclosure of the confidential information of any Affinity Partner during and after the term of the relevant Affinity Agreement, to the same extent that LTPC is obligated to do so thereunder. TWG will not use such confidential information for any purpose that LTPC is prohibited to use the confidential information under such Affinity Agreement, or to make any marketing mailings or solicitations using the confidential information .

#### **(c) *Trust Agreement***

TWG agrees that the sections of the Trust Agreement and of a related agreement relating to the definition of “Senior Payments” and the payment thereof (as such sections are set forth in Exhibit VIII of the Commission Purchase Agreement) shall not be amended without the prior written consent of LTPC, which consent shall not be unreasonably withheld or delayed.

#### **(d) *Non-Solicitation***

For a period of five (5) years from the date hereof, (i) LTPC shall not solicit or otherwise encourage, or cause or direct any other Person to solicit or encourage, or provide to any Person any information for such Person's use in soliciting or encouraging any insured under any of the Policies to cancel or cause the lapse of any Policy, and (ii) LTPC shall not market, or cause or direct any other Person to market, or provide to any Person any information for such Person's use in marketing, any other long term care insurance product to any insured under any Policy. For a period of five (5) years from the date hereof, (i) TWG shall not solicit or otherwise encourage, or cause or direct any other Person to solicit or encourage, or provide to any Person any information for such Person's use in soliciting or encouraging any insured under any of the policies included in the Residual Business to cancel or cause the lapse of any policy, and (ii) TWG shall not market, or cause or direct any other Person to market, or provide to any Person any information for such Person's use in marketing, any other long term care insurance product to any insured under any such policy.

(e) *Further Assurances*

At any time and from time to time after the Closing, each party shall, at the reasonable request of the other party, and without further consideration, execute and deliver any further bills of sale, endorsements, assignments, and other instruments of conveyance and transfer, and take such other actions as the other party may reasonably request in order (a) to more effectively transfer, convey, assign, and deliver to TWG, and to place TWG in actual possession and operating control of, and to vest, perfect or confirm, of record or otherwise, in TWG all right, title, and interest in, to and under the Assigned Assets and the Assumed Obligations, (b) to assist in the reduction to possession of any and all of the Assigned Assets or Assumed Obligations or to enable TWG to exercise and enjoy all rights and benefits with respect thereto, or (c) to otherwise carry out the intents and purposes of this Agreement.

(f) *Notices Received*

TWG will as promptly as practicable (but in no event later than five (5) Business Days after the date of TWG's receipt) forward to LTPC all correspondence, reports, and other communications (whether electronic or paper format) received from any Carrier relating to (i) the Residual Business, and (ii) the Policies, the Insurance Contracts, the Agent Agreements or the Affinity Agreements, to the extent such correspondence, report, and other communication relates in whole or in part to the period preceding the Closing Date. LTPC will as promptly as practicable (but in no event later than five (5) Business Days after the date of LTPC's receipt) forward to TWG all correspondence, reports, and other communications (whether electronic or paper format) received from any Carrier relating to (i) the Assigned Commission Rights, Residual Business, and (ii) the Policies, the Insurance Contracts, the Agent Agreements or the Affinity Agreements, to the extent such correspondence, report, and other communication relates in whole or in part to the period from and after the Closing Date.

(g) *Debt to Carriers*

TWG will not incur any new obligations to, or liabilities in favor of, any of the Carriers after the Closing Date, other than any obligation or liability that occurs in the ordinary course of business between TWG and a Carrier.

## ARTICLE IV

### INDEMNIFICATION

#### Section 4.1 Indemnification by LTPC

LTPC shall protect, defend, indemnify and hold TWG and its officers, members, managers, partners, shareholders, directors, affiliates, attorneys, employees, agents, successors, and assigns (each a "**TWG Indemnified Party**" and, together, the "**TWG Indemnified Parties**") harmless from and against all losses, liabilities, claims, and damages of every kind and character, including any legal or other expenses reasonably incurred, as incurred, resulting from or relating to or arising out of (i) any material inaccuracy, nonfulfillment, or breach of any representation, warranty, covenant, or agreement made by LTPC in this Agreement, and (ii) the Residual Business and/or the Excluded Obligations.

#### Section 4.2 Indemnification by TWG

TWG shall protect, defend, indemnify and hold LTPC and its officers, members, managers, partners, shareholders, directors, affiliates, attorneys, employees, agents, successors, and assigns (each a "**LTPC Indemnified Party**" and, together, the "**LTPC Indemnified Parties**") harmless from and against all losses, liabilities, claims, and damages of every kind and character, including any legal or other expenses reasonably incurred, as incurred, resulting from or relating to or arising out of (i) any material inaccuracy, nonfulfillment, or breach of any representation, warranty, covenant, or agreement made by TWG in this Agreement, (ii) the Assumed Obligations and/or the Assigned Assets, and (iii) Section 6.01(b) of the Commission Purchase Agreement, to the extent such losses, liabilities, claims, damages or expenses are

incurred by LTPC as a result of the enforcement by the relevant Carrier of a Specified Lien (as defined in the Commission Purchase Agreement) for the purpose of collecting any debt or obligation of TWG.

### **Section 4.3 Notice and Control of Litigation**

If any claim or liability is asserted in writing against a Person entitled to indemnification under this Agreement (the "Indemnified Party") that would give rise to a right of indemnification under Section 4.1 or 4.2, the Indemnified Party shall notify the Person giving the indemnity ("Indemnifying Party") or its appointed representative in writing of the same. If within 20 days following the receipt of such notice, the Indemnifying Party acknowledges in writing its obligations to indemnify the Indemnified Party pursuant to this Agreement, then the Indemnifying Party shall have the right to defend (including by administrative appeal) any such claim, select the counsel, and control the defense, settlement, and prosecution of any litigation, unless the Indemnified Party notifies the Indemnifying Party that such defense will present a conflict of interest. If the Indemnifying Party so undertakes such defense, the Indemnified Party shall cooperate in all reasonable respects with the Indemnifying Party in the investigation, trial and defense of any such lawsuit or action and any appeal arising therefrom; provided, however, the Indemnified Party may, at its own cost, participate in the investigation, trial and defense of such lawsuit or action and appeal arising therefrom. If the Indemnifying Party fails to acknowledge its indemnification obligation as provided in the preceding sentence, or if Indemnified Party has notified the Indemnifying Party that its defense of such claim will present a conflict of interest, then the Indemnified Party will have the right to undertake the defense, compromise or settlement of such claim with counsel of its choosing, on its own behalf and on behalf of and for the account and risk of the Indemnifying Party; provided, however, that such claim shall not be compromised or settled without the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed. The parties shall cooperate with each other in any notifications to insurers.

### **Section 4.4 Limitations**

With respect to any claims for indemnification pursuant to Section 4.1(i) or 4.2(i), the Indemnified Party shall not be entitled to seek indemnification pursuant to this Article IV unless and until the aggregate indemnifiable losses and damages of such Indemnified Party exceed One Hundred Twenty-five Thousand Dollars (\$125,000) and shall be entitled to indemnification pursuant to such provisions only for the amount of such excess. Notwithstanding any other provision herein, no party shall be liable to any other party for punitive, contingent or special damages including, without limitation, damages with respect to damage to reputation, or to the extent that the party making a claim shall be eligible or shall receive insurance proceeds with respect to the circumstances surrounding the claim. Notwithstanding any provision or inference to the contrary in this Agreement, (i) LTPC makes no guaranty of collection as to any specific amount of Assigned Commission Rights (as defined in the Commission Purchase Agreement) after the Closing Date, and (ii) LTPC shall not be obligated to indemnify TWG pursuant to this Agreement for losses, liabilities, claims, or damages, including any legal or other expenses related thereto, if and to the extent that the Trust has been indemnified therefor pursuant to the

Commission Purchase Agreement and has made distributions to TWG as compensation for or reimbursement of such losses, liabilities, claims, damages, and expenses.

#### **Section 4.5 Mitigation**

The Indemnified Party shall take all commercially reasonable steps to mitigate all liabilities and claims, including availing itself as reasonably directed by Indemnifying Party (when the Indemnifying Party has undertaken the defense of such matter pursuant to Section 4.3) of any defenses, appeals, limitations, rights of contribution, claims against third parties and other rights at law, and shall provide such evidence and documentation of the nature and extent of any liability as may be reasonably requested by the Indemnifying Party (when the Indemnifying Party has undertaken the defense of such matter pursuant to Section 4.3). Each party shall act in a commercially reasonable manner in addressing any liabilities that may provide the basis for an indemnifiable claim. Any request for indemnification of specific costs shall include invoices and supporting documents containing reasonably detailed information about the costs and/or damages for which indemnification is being sought.

### **ARTICLE V**

#### **MISCELLANEOUS PROVISIONS**

##### **Section 5.1 Amendment**

This Agreement may be amended from time to time by a written amendment duly executed and delivered by LTPC and TWG, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement.

##### **Section 5.2 Waivers**

No failure or delay on the part of TWG or LTPC in exercising any power, right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy.

##### **Section 5.3 Notices**

All demands, notices and communications under this Agreement shall be in writing, personally delivered, or mailed by certified mail, return receipt requested, and shall be deemed to have been duly given upon receipt (a) in the case of TWG, to TWG Capital, Inc. 6666 East 75th Street, Suite 500, Indianapolis, Indiana 46250; and (b) in the case of LTPC, Long Term Preferred Care, Inc. at 400 Duke Drive, Franklin, Tennessee 37067, Attn: General Counsel; and to Cendant Corporation at One Sylvan Way, Parsippany, New Jersey 07054, Attn: Eric Bock, Executive Vice President-Legal; or, as to each of the foregoing, at such other address as shall be designated by written notice to the other parties.

##### **Section 5.4 Costs and Expenses**



. Except as expressly otherwise provided in this Agreement, LTPC and TWG shall each pay their respective expenses incident to the performance of its obligations under and enforcement of this Agreement.

### **Section 5.5 Headings and Cross-References**

. The various headings in this Agreement are included for convenience only and shall not affect the meaning or interpretation of any provision of this Agreement. References in this Agreement to section names or numbers are to such Sections of this Agreement.

### **Section 5.6 Governing Law**

. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TENNESSEE, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER OR THEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS EXCEPT THAT DISPUTES REGARDING TRADEMARK, COPYRIGHT OR PATENT ISSUES SHALL BE CONSTRUED UNDER THE LAWS OF THE UNITED STATES.

### **Section 5.7 Counterparts**

. This Agreement may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

**[Remainder of page intentionally left blank]**

Dec 29 2004 18:29 P.04

Dec-29-04 08:19pm From-WYNDHAM RESORT & SPA

954-964-1418

T-908 P.03

F-920

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed by their respective duly authorized officers as of the date and year first above written.

**LONG TERM PREFERRED CARE, INC.**

By: Thomas J. Smith  
Name: THOMAS J. SMITH  
Title: EXECUTIVE VICE PRESIDENT

**TWG CAPITAL, INC.**

By: \_\_\_\_\_  
Name: Melanie Otto  
Title: President

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed by their respective duly authorized officers as of the date and year first above written.

**LONG TERM PREFERRED CARE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TWG CAPITAL, INC.**

By: Melanie Otto  
Name: Melanie Otto  
Title: President

**EXHIBIT A**

**Commission Purchase Agreement**

**EXHIBIT B**

**[Listing of Affinity Agreements]**

LTFC is party to an Affinity Agreement with each of the following:

1st Pacific Federal CU  
AAA - Bluegrass Automobile Club Insurance Services, Inc.  
AEDC Federal Credit Union  
AGIA  
Albin B. Campbell  
Alliance Mortgage Company  
Allied Solutions, LLC  
Am Soc of Industrial Society  
American Legion, Texas  
American Nurses Association  
American Welding Society  
Anheuser-Busch Employees C/U  
BancorpSouth (MS)  
BancorpSouth (TN)  
Bank United (mortgage)  
Bank United (retail)  
Bank United (retail-TX)  
Bay Gulf Credit Union  
Belco Credit Union  
Broward Schools Credit Union (BSCU Services Corp)  
Burlington Credit Union  
Cal State 9 Credit Union  
California Assoc. of Realtors  
Capitol Federal Savings Bank  
CCB Investor Services (AmFed)  
Centra Credit Union  
Charter One  
Christian Community C U  
Commonwealth Central C/U and Commonwealth Member Services, Inc.  
Community America Financial Solutions  
Credit Union West (Luke Federal Credit Union)  
Custom Financial Resource, Inc.  
Dallas Postal Credit Union  
DM Federal Credit Union  
DuPage Credit Union  
EBTEL Credit Union  
Educational Employees C/U a/k/a Educator Financial Ins. Services  
Educators Credit Union  
Electra Credit Union  
Elkhart County Farm Bureau CU  
Emory W. White & Associates

Enterprise First Financial Services  
F&A Federal Credit Union  
Financial Affiliates Ins Svcs  
First Charter Bank  
First Citizens Referral Prog  
First Entertainment CU  
First Federal of Michigan  
First Financial Credit Union  
First United Bank & Trust  
Fleet Insurance Services  
FLS Services, Inc.  
FORUM Financial Group  
Gates Credit Union  
Gold Coast Federal CU  
Golden 1 CU  
GTE Federal Credit Union  
Havasu Community Credit Union (fka CRFCU Financial & Insurance Services)  
Heritage Community CU f/k/a Mather Federal C/U  
Honeywell Aerospace FCU  
Huron River Area Credit Union (Members First Financial)  
IBM Southeast Employees FCU  
Insurance Center  
Johnson Insurance  
Kaiperm Federal Credit Union (KPO Financial Services)  
Kennedy Space Center FCU  
Kern Schools Federal C/U & KSF Insurance Services  
Keypoint Credit Union  
Knights of Pythias  
Knoxville TVA Employees C.U.  
L&N Federal Credit Union  
LeHigh Valley/Vitality Plus  
Liberty Bank  
Magna Bank Customer  
Marine Corps League  
Member Plans, Inc.  
Members Heritage Federal CU  
Members Insurance, Inc.  
MIDFLORIDA Fed Credit Union  
Multi-Products Credit Union (See Financial Resource Advisors)  
National Bank of Commerce  
National CU Services, Inc.  
National Notary Association  
National Officers Association  
North Island Federal Credit Union  
Northern MA Telephone Workers  
NorthWest Plus Credit Union

NW Federal Credit Union  
Ohio State Grange  
Old Hickory Credit Union  
Oregon Telco Community C.U. (Telco Services Insurance Agency, Inc.)  
Patelcorp, Inc. aka Patelco C/U  
Pentagon Federal Insurance Services, Inc.  
PFA/Podiatry Ins Co of America  
PFF Bank & Trust  
Power 1 Credit Union  
Provident Central Credit Union  
QSO Inc.  
Qualstar Financial Services  
QuoteAdvantage.com  
Randolph Brooks Services Group  
RCU Services Group f/k/a Redwod C/U  
Redstone Federal Credit Union  
United Seniors Association, Inc. (Revenue Development Corporation)  
Riverside County Credit Union  
S.A. Van Dyk, Inc.  
San Diego County Credit Union  
San Gabriel Valley CU  
Santa Clara County Federal Credit Union  
SCE Federal Credit Union (EDCO)  
Seabury and Smith  
Shell Employees FCU  
SouthTrust Bank  
Southwest IBM Employees FCU  
Suffolk Federal Credit Union  
SunTrust Insurance Services  
SunTrust Insurance Services  
Technology C/U f/k/a Executronics Financial Insurance Services  
Telesis Federal C/U / Partnership Planning  
Tennessee Teachers Credit Union  
The Dime Savings Bank of NY  
The Seniors Coalition  
The Yonkers S&L Association  
Trigon/MidAmerica Ins Co  
Truliances, LLC, a wholly owned subsidiary of Truiliant Federal Credit Union  
Univ. of Washington Alumni Assoc  
United Heritage Credit Union  
United Seniors Assoc MN  
UniTrust Financial Services  
University Credit Union  
USA Federal Credit Union (MI)  
Vandenberg FCU  
Ventura County Credit Union

Watermark CU f/k/a Seattle Telco Financial Services  
Wescom Credit Union  
Western Federal Credit Union  
Wood Products Credit Union  
Wright-Patt Financial Group



**EXHIBIT C**

**[Listing of Agent Agreements]**

LTPC is party to an Agent Agreement with each of the following:

Backus, David  
Baker, Robert  
Blakey, Mark  
Boraas, Bruce  
Bradle, Doug  
Bradle, Robert  
Brady, Patty  
Briandi, John  
Brown, Barry  
Brown, Berry  
Burg, William (Doug)  
Campbell, Ron  
Christopher, Jon  
Cohn, Bari  
Connor, Andy  
Cotter, Ed  
Davidson, John F.  
Dexter, Marcus  
Edwards II, Lyle  
Elliott, Steve  
Everton, Christopher  
Findling, Michael  
Fritz, Bradley  
Goostree, Doug  
Haycraft, Scott  
Heath-Hazlett, Todd  
Herdt, Bryan  
Hill, Bert  
Horning, Mark  
Howard, Kathleen  
Howle, Morgan  
Hughes, Joe  
Iannucci, Emil  
Jackson, Jerome  
Johnson, Stephen Robert  
Kaisershot, Dale  
Kappauf, Robert  
Kieser, Dwight  
King, Gary  
Landis, Bruce  
Layne, Kayce

LeClair, Ken  
Leiter, Mike  
Leonard, Mark  
Magee, Robert  
Marcus, Harry  
McCants, Dan  
McCarthy, Deb  
Mullins, John  
O'Beirne, Elizabeth  
Onopa, Ron  
Ott, Marilyn  
Parisi, Tom  
Patton, John  
Rash, Nikki  
Redmond, Richard  
Rew, Chris  
Robb, Alice  
Robbins, Brooke  
Rodriguez, Benjamin  
Rosenblat, Jacob  
Royer, Anthony  
Rule, Sigrid  
Runde, Chris  
Rupp, William  
Salter, James  
Scott, Gerel  
Shaw, Jane  
Shulimson, Bernie  
Tape, Bill  
Titus, Scott  
Veenstra, Joseph  
Weiner, Scott  
Wilbar, Dave  
Willinger, Carol  
Wolters, Brent  
Zanker, James

Acker, Mike  
Adams, Jimmy  
Adams-Waye, Glynes  
Adlesperger, Michael  
Anderson, John  
Ayers, Jeff  
Azus, Ryan  
Baker, Diane  
Bardonaro, August

Barenholtz, Allen  
Belcher, Jeff  
Black, Jay  
Bouchard, Daniel  
Bowlin, Beverly  
Brown, Tim  
Celano, Joseph  
Christensen, Eunis  
Cochran, Paul  
Collins, Steve  
Combs, Josh  
Cory, Sherrie  
Crenshaw, Clay  
Crist, Jack  
Davidson, Keith  
Davis, Chip  
Decker, David  
Dewitz, Tim  
Ermlick, Dave  
Falvo, Jeff  
Farris, Lynn  
Fauglid, Carol  
Figueroa, Manny  
Fox, Don  
Gabal, Jr., William  
Garbus, Edward  
Gholson, Neil  
Gonzalez, Gus  
Goodwin, Jon  
Goodwin, Sarah  
Gordon, Danny  
Graham, Carolyn  
Greenhut, David  
Gregory, Judy  
Grist, Lucy  
Gutoskey, Tom  
Hallmark, Paul  
Hanke, Mike  
Hartmann, L. John  
Hartung, Dave  
Harvey, Michael  
Heffel, Dave  
Heimbuck, Larry  
Henrichs, Paul  
Hess, Tim  
Huisman, John

Humphreys, Danny  
Hunter, Paul  
Ide, Gerald  
Jasko, Mike  
Johnson, Ken  
Johnson, Tony  
Josey, John  
Katz, Martin  
Kaupa, Sue  
Keaton, Michael  
Keith, Gary  
Kemp, Carl  
Kindle, Cathy  
Kinningham, Jack  
Kirk, Mary Pillow  
Knaflec, Greg  
Kriz, Jeffrey  
Krohn, John  
Lane, Dewayne  
Long, Frank  
Long, Jim  
Lyon, Georgia  
MacDonald, V.J.  
Malinee, Dan  
Maxwell, Pamela  
McKenzie, Frank  
McMillen, Nili  
McMinn, Willy  
Meyer, Don  
Miller, Troy  
Moioffer, Shirley  
Murray II, Mick  
Nickel, Roger  
O'Grady, Michael  
Park-Haynes, Yoanna  
Patterson, Greg  
Peck, Dale  
Pepper, Alan  
Pletch, Cyndi  
Portney, Marvin  
Posa, Emilio  
Prager, Dean  
Ramsay, Scott  
Read, Scott  
Resnick, Al

Rhoades, Don  
Rodgers, Gary L.

Ross, Gary  
Ross, Jim  
Samango, Nick  
Sanders, Steve  
Scarborough, Dan  
Schaub, Matt  
Schmitz, Galen  
Schneider, Morton  
Schork, Lisa  
Schultz, Richard  
Scofield, Gary  
Scott, Rhoda  
Sevier, Michelle  
Shreve, Theo  
Singer, Don  
Smith, David  
Smith, David J.  
Smithson, Mike  
Staton, Scott  
Stearns, Dave  
Stokes, Bert  
Stuebe, Thomas  
Thornburg, Susan  
Thrasher, Steve  
Timmons, David  
Tisdale, Brad  
Titus, Jim  
Tjugum, Susan  
Traub, Jean Marie  
Valentine, Paul  
Voss, Jack  
Walsh, Jack  
Walters, Wesley  
Weisiger, Dirk  
Wolfson, Ken  
Yankowski, John

1st Financial Of Washington  
2046-000 Flinn  
Access Care, Inc.  
Agency Services, Inc.  
Ahoy Incorporated  
Alan Riggs

Alexander C. Kohl  
Alfred Rettenmier  
Alvin McGill  
Anna Sinnett  
Anthony Decicco  
Approved Health And Life Serv.  
Ark Insurance Agency, Inc.  
Arlene J. Rudek  
Associated Independent Agency  
Audrey P. Caldwell  
B&B Insurance  
B. J. Associates, Inc.  
Bain-Wise Agency  
Barry Folsom  
Bernth & Associates  
Bert M. Tribble  
Bert Reames Ins. Services, Inc  
Bette J. Dedrick  
Betty Norris  
Betty Paulsen  
Bonnie S Kern  
Borden/Hamman Agency, Inc.  
Brent Wolf  
Brian A. Anderson  
Brian S. Grodin  
Bruce B. Bamford  
Bruce Clampett  
Burnley Wilson Associates  
C.L. Frates And Company  
Capital Conclusions Corp  
Capital Enhancement Group  
Carl A Catania & Assoc.  
Carletta M. Taylor  
Carmel Chartrand-Henken  
Carol A Sandstrom  
Carol Hooper  
Carol Sharfstein  
Cascade Financial Services, Inc  
CCB Investment & Ins.Ser. Corp  
Ceasor Insurance Consultants  
Charles Bancroft  
Charles E Naman  
Charles M. Fergus  
Charles Royer  
Chatalas & Associates  
Cheri S. Gillfillan

Cheryl S. Mizen  
Chester B. Nichols  
Choice Insurance Services Inc.  
Clarence Ayer  
Corporate Planning Systems

Creative Financial Concepts  
CUE Financial Group, Inc.  
Dale E. Hein  
Dale R. Sands  
Dale Shigaki  
Daniel I. Dixon  
Daniel N. Talcott  
David Bitter  
David C. Keel  
David Duane Tait  
David Dunn  
David E. Witthuhn  
David E. Kimbler  
David Fagerstrom  
David Kennedy  
David Kansa  
Dean J. Jarski  
Della Moher  
Dennis Carlton  
Dennis Clavin  
Dennis V. Clavin  
Dexil C Rold  
Dodds & Scott Insurance, Inc  
Dominick L. Sarno  
Don Knipe  
Don R. Schrock  
Donald B. Singer  
Donald G. Neidhart  
Donald Johnson  
Donald Shea  
Donald Smith  
Donald W. Fox  
Donna Randall  
Duane R. Zutz  
Dwight Gowan  
Dwight Hammack  
Edgar A. McAvoy  
Edward B. Ward  
Edward J. Panfili  
Edward J. Pritzkau

Edward Ross  
Edwin Srebnik  
Elaine Barlin  
Elaine L. Aston  
Elisabeth E. Kelleher  
Elizabeth C. Epps  
Elsie F. Gaertner

Emilio Posa  
Ervin Alperin  
Fidelity Capital Corporation  
Financial Concepts, Inc.  
Financial Insurance, Inc.  
First Insurance Brokerage Svcs  
Fleury Investment Management  
Florida Insurance Capital Org.  
Forman & Associates  
FPS, Incorporated  
Fred Sharfstein Agency  
Frederick J. Pfarrer  
Fredericka Perry  
Gail Hardman  
Gary Blazek  
Gary L. Graham  
Gary Martinez  
Gary Meagher  
Gary P. Rosenhamer  
Gebco, Inc.  
George B. Butler  
George Cuthill  
George M Knebel, Jr.  
Gerald H. Hamilton  
Geraldine T Hayes  
Gladys Hanks  
Glen Thiessen  
Glenn Mars  
Golden Years Ins. Agency, Inc.  
Goodrich & Associates, Inc.  
Graham Benson  
Grant Andersen  
Group Services  
H & R Insurance Planners, Inc.  
H. Clayton Poole  
H. Dean Reece  
Hal Quinby  
Halela & Associates



Hamilton C. Scharff  
Hanne Jeppesen  
Harborstone Insurance Agency  
Harry H. Ward  
Health & Pension Services, Inc  
Hildreth L. Williams  
HLC FINANCIAL INC.  
Holli Mcmann  
Howard J. Kelly  
Hugh D. Blane  
Hutchens - Shank  
Independence Protection Planne  
Insurance & Financial  
Insurance Advocates  
Insurance Marketing Partners  
Insurance Resource Associates  
Insurance Risk Mgrs. Agency In  
Investment & Estate Strategies  
Irene Prince  
J. Casey Smith  
J.P. Perry Insurance Inc.  
Jack Gannon  
James B. Twinning  
James Batten  
James D. Hallett, CFP, ChFC  
James F. Schlager  
James Finneran  
James Furrow  
James Hansen  
James Howard  
James J. Porter  
James L Akin  
James M. Bresnahan  
James M. Raabe  
James P. Mailhes  
James R. Loosemore  
James S. Falcone  
James Spencer  
James W Giddens  
Jamie D. Chandler  
Jane C. Kirkendoll  
Janie Easter  
Jasco Marketing  
Jay A. Pandaleon  
Jay D. Kaiser  
Jay Pandaleon

Jeff Smith  
Jeffrey Ayers  
Jeffrey Kugler  
Jeffrey Ross  
Jennifer I. Jones  
JER Corp  
Jimmie L. Gaertner, Jr.  
Jimmie R. Carter  
Joan C. Butler  
Joe Widden  
Johan W. Scholdstrom

John B. Weber  
John C. Werner  
John Chrismer  
John Cooper  
John D Schnurr  
John Domit  
John Dunstan  
John E. Casella  
John E. Marcus  
John Esparzo  
John Hames  
John Hames Corporation  
John James  
John P. Dewald, Jr.  
John Paik  
John R. Breazeale  
John R. Davis  
John S. Yankowski  
Joseph B. Aiken, Jr.  
Joseph D. Nelson  
Joseph E. Davis  
Joseph E. Hill  
Joseph N. Novielli, Jr  
Joseph R. Misiuda  
Joseph Rych  
Judd A. Durner  
Judith A. Snyder  
Judy Joe  
Judy Lynn Rettenmier  
Kane Insurance Services, Inc.  
Karen Beck  
Karen E. Briggs  
Karen L. Beck  
Karen Sloss

Karin J. Morrison  
Kay Agency  
Keith Clark  
Kelli Young  
Ken Christensen  
Kenneth May  
Kenney L. Bailey  
Kerry Hennessey  
Kevin J. Cameron  
Kevin Kent  
Kevin M. Rotchford  
Kevin Rotchford Insurance  
Klaus Roggenkamp

KMS Financial Services  
Kraft Insurance Agency  
Lana Fischl  
Lance Kamstra  
Larry Dineen  
Larry Mulcock  
Larry S. Profitt  
Laura Gregg  
Laura Kokesh  
Laurence Flinn  
Lawrence H. Lite  
Lee J. Whittles  
Lee Martin  
Lehmann-Wood & Associates, Inc  
Lenz Financial Group  
Leonard Rickey  
Lessie Woodruff  
LeVeque Financial Services, Inc  
Linda D. Weinstein  
Linda Jaeger  
Linda Oliver  
Linda R. Lancaster  
Lindig Senior Benefits  
Lisa K. Grodin  
Lloyd Bankson  
Lloyd Galbraith  
Lloyd Jeffrey Galbraith  
Lois Feinberg  
Long Term Care & Retirement Pl  
Long Term Care Planning, Inc.  
LongTerm Care & Retire. Plnng.  
Loren C. Davidson

Louise Auslander  
LTC Solutions, Inc.  
LTC, Inc.  
LTPC Buyout 65+ Ins Svcs  
LTPC Buyout 65+ Ins Svcs,Speea  
LTPC Buyout#2-Linda Oliver  
LTPC Buyout-Linda Oliver  
Lucy C. Grist  
Luke Gjurasic  
Luke K Gjurasic  
Lynn Cameron  
Lynne Munson  
M. J. Kahn & Associates, Inc.  
Magna Insurance Agency  
Main Line Retirement Plan. Inc

Marc Bouchard  
Marcia A. Rigel  
Margaret Horn  
Marika Dalesandro  
Marilyn Clark  
Mark D. Caplan  
Mark L. Lodinger  
Mark Stryzewski  
Marketing General Agents, Inc.  
Marlene Gates  
Marti Lee  
Maryanita C. Bernstein  
Master Care, Inc.  
Master Financial Group  
Max Premsele  
McGowan & Associates, Inc.  
McQuary Financial Services,Inc  
Melanie Upchurch  
Melvin Barlin  
Melvin G. Torkelsen  
Melvin R. Hibbard  
MG Insurance Services  
Michael A Zingale  
Michael A. Fanto  
Michael A. Knox  
Michael B. Reetz  
Michael D. Herron  
Michael D. Matlock  
Michael Gordon  
Michael Hanke

Michael J. McBride  
Michael J. Rosci  
Michael L. Crifasi  
Michael L.E. King & Assoc.  
Michael Miller  
Michael P. Schultz  
Michael R. Jasko  
Michael S. McCranie  
Monique Roggenkamp  
Morris B. Leonard  
Mosley Agency Inc.  
Myron Hammond  
Nancy C. Tattersal  
Nate Ross  
National HealthCare L.P.  
National HealthCorp L.P.  
Neil Ross

Nevin A. Beagle  
Nicole Taylor  
NorCoast Life Ins. Agency, Inc  
Nord Advertising, Inc  
Northwest Benefit Alliance Inc  
Northwest Insurance Exchange  
Northwest Insurance Service  
Northwest Planning Inc.  
Northwestern Financial Svcs.  
Northwestern Marketing  
NW Senior Resources  
Omega Resources, L.P.  
Organiz America  
Our Town Insurance & Financial  
Pacific Estate Group  
Pacific Estate Group, Inc.  
Pacific Estate Resources, Inc.  
Pacific Northwest Insurance  
Pacific Rim Insurance Group  
Palmer & Cay Of Florida, Inc.  
Paradigm Financial Services  
Patricia Cozine Cole  
Patricia L. Laramore  
Patricia Muntz  
Patrick Carley  
Patrick Culligan  
Patrick Mcdonnell  
Paul B. Redlich

Paul E. Dinkelocker  
Paul Ried Financial Services  
Pauline Clayton  
Pauline M. Clayton  
Peggy A. Laine  
Penelope Haase  
Penny Sutton  
Perry A Proffitt Insurance  
Persing,Dyckman & Toynbee,Inc  
Personal Invest. Management  
Petra Insurance Agency, Inc.  
Phil Castell  
Phil Farron  
Phyllis K. Ramsay  
Pioneer Planning Assoc, Inc  
Planning Resources Corporation  
Preferred Benefit Services  
Preferred Broker Services, LLC  
Prism Marketing Group

Puget Sound Benefit Services  
R. L. Evans Company, Inc.  
Rachael F. Roberts  
Rachel Sapoznik  
Rainbow Health Agency  
Ralph H. Peterson  
Ralph Robbins  
Ralph Seyer  
Ramsey, Krug, Farrell & Lensin  
Rance Bennett  
Randall T. Becker  
Randall Visser  
Randy L. Peugh  
Raymond R. LeCompte  
Retirement Financial Services  
Reynolds Insurance Agency  
Rhoda Scott  
Rhonda Mcmartin  
Richard D. Scheyer  
Richard D. Scott  
Richard Van Hollebeke  
Robert A. Dewart  
Robert C. Kovich  
Robert E Nichols  
Robert E. Wilson  
Robert Floyd

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Robert J. Green  
Robert Jurcan  
Robert L. Dwonch  
Robert Lanier  
Robert M. Halligan  
Robert S. Cooper  
Robert Shindell  
Robert Smeeton  
Robert T. Poletti, Jr.  
Rocky Weatherbee  
Rodney Steckler  
Roger L. Wolfe  
Ron Jacques  
Ronald A. McClain  
Ronald D. Coate  
Ronald Leviloff  
Ronald Lewis  
Ronald McClain  
Rosenberry Austin And Assoc  
Runcie L. Tatnall Jr.

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Senior Care Associates  
Senior Estate Planning Group  
Senior Independence Inc.  
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Senior Insurance Agency Inc.  
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Seniors' Insurance Svcs Ltd.  
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Sherwood Insurance Agency  
Speer Insurance, Inc  
Stanley J. Styner  
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Stephen D. Cush  
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Steve Temple

Steve Young  
Steven P. Farley  
Steven Roupe  
Susan Hurley  
Susan L. Schimmelpfenning  
Susan L. Tjugum  
Suzanne H. Pfister  
Tamotsu Hoshikawa  
Taylor, Clifton & Graham  
Terry Cole  
The Hawaii Financial Store  
The Heritage Group  
The Insurance Center  
The Keal Group, Inc.  
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The Swanson Agency Inc.  
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Thomas E. Deichert  
Thomas F. Sadler  
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Wall & Associates, Inc.  
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Washington - Alaska Group  
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