





1 COPY of the foregoing mailed/delivered  
this 8th day of September, 2006 to:

2 Diane Garber  
3 Assistant General Counsel  
4 Receivership Supervisor  
5 Missouri Department of Insurance  
P.O. Box 690  
Jefferson City, MO 65102-0690

6 Tessa K. Jacob  
7 Senior Counsel  
8 Blackwell Sanders Peper Martin LLP  
4801 Main Street, Suite 1000  
Kansas City, MO 64112

9 Michael E. Surguine  
10 Executive Director  
11 Arizona Life and Disability Insurance Guaranty Fund  
1110 W. Washington, Suite 270  
Phoenix, Arizona 85007

12 Gerrie Marks, Deputy Director  
13 Steve Ferguson, Assistant Director  
14 Kurt Regner, Chief Financial Analyst  
15 Leslie Hess, Deputy Receiver  
16 Herbert Swafford, Legal Analyst  
17 Arizona Department of Insurance  
2910 North 44<sup>th</sup> Street, Suite 210  
18 Phoenix, AZ 85018

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23  


Curvey Walters Burton

## AGREEMENT FOR RELEASE OF DEPOSIT

This Agreement for Release of Deposit (the "Agreement") is entered into this 6th day of September 2006, among \_\_\_\_\_, W. Dale Finke, Director of the Missouri Department of Insurance in his capacity as Liquidator of International Financial Services Life Insurance Company ("Missouri Liquidator"), the Arizona Life and Disability Insurance Guaranty Fund (the "Arizona Fund"), and Christina Urias, Director of the Arizona Department of Insurance (the "Director" or "ADOI").

### Recitals

- A. In October 1998, International Financial Services Life Insurance Company ("IFSLIC"), the ADOI, and the Arizona State Treasurer entered into a Security Deposit, Assignment, and Trust Agreement for Sole Benefit of Arizona Policyholders and Claimants (the "Security Agreement") pursuant to which funds were deposited, in trust, as security for Arizona residents who were policyholders of and claimants against policyholders of IFSLIC and which deemed said policyholders and claimants to be "secured" claimants.
- B. On November 30, 1999, the Circuit Court of Cole County, Missouri, in Case No. CV199-623CC, entered an Order of Liquidation, placing IFSLIC in liquidation and appointing the Director of Insurance for the State of Missouri as Liquidator.
- C. The ADOI presently holds, through the Arizona State Treasurer, approximately \$206,138.00 (Two hundred six thousand one hundred thirty eight dollars and no cents) pursuant to the Security Agreement (the "Deposit").
- D. The Arizona Fund represents that it has paid Arizona residents who are policyholders of and claimants against policyholders of IFSLIC and has incurred loss adjustment and administrative expenses incident thereto which together total approximately \$137,619.16 (One hundred thirty seven thousand six hundred nineteen dollars and sixteen cents).
- E. The Arizona Fund and the Missouri Liquidator believe that all of the covered claims of Arizona residents who are policyholders of and claimants against policyholders of IFSLIC have been paid, and that there are no further obligations to or on behalf of such Arizona residents.
- F. The Security Agreement having served its purpose, the Missouri Liquidator wishes to provide the Arizona Fund early access to the Deposit by requesting the Director distribute \$137,619.16 (One hundred thirty seven thousand six hundred nineteen dollars and sixteen cents) of the Deposit ("Arizona Fund Reimbursement") to the Arizona Fund in payment of the IFSLIC obligations to Arizona residents.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the Missouri Liquidator, the Arizona Fund, and the ADOI hereby agree as follows:


1. Upon execution of this Agreement by all parties, the Director shall issue an Order releasing the Arizona Fund Reimbursement out of the Deposit held in trust with the Arizona State Treasurer to the Arizona Fund as an early access distribution of assets of IFSLIC in payment of IFSLIC's obligations to Arizona residents, and releasing the remaining balance of the Deposit to the Missouri Liquidator to become part of the general assets of the IFSLIC liquidation.

2. The Missouri Liquidator hereby acknowledges the right and obligation of the Arizona Fund to apply funds held in the Deposit to pay the covered claims of Arizona resident claimants and insured policyholders of IFSLIC together with loss adjustment and administrative expenses, and hereby consents to the transfer of the Arizona Fund Reimbursement to the Arizona Fund.

3. Should the Missouri Liquidator decide to make disbursements to guaranty associations under any early access plan which may be approved by the court supervising the liquidation of IFSLIC, the Arizona Fund agrees that the Arizona Fund Reimbursement will be credited against any distribution it may be entitled to receive and only the excess, if any, would be paid to the Arizona Fund.


IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed as of the date first written above.

**MISSOURI LIQUIDATOR**  
**International Financial Services Life Insurance**  
**Company in Liquidation**

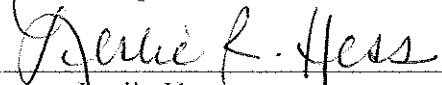


By: W. Dale Finke  
Title: Director of the Missouri Department of  
Insurance in his capacity as Liquidator of IFSLIC

**ARIZONA FUND:  
Arizona Life and Disability Insurance  
Guaranty Fund**

  
By: Michael Surguine  
Title: Executive Director

**ADOI:  
Arizona Department of Insurance**

  
By: Leslie Hess  
Title: Deputy Receiver