

**GENERAL RELEASE, SUBROGATION, ASSIGNMENT AND INDEMNITY AGREEMENT**  
**FOR CLAIMS PENDING AS OF OCTOBER 22, 2008**  
**[FOR USE IN MISSOURI ONLY]**

**FUNERAL SERVICE PROVIDER IDENTIFYING INFORMATION:**

Name: \_\_\_\_\_  
(referred to as "Releasor" in this Agreement)

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Release

In consideration of the provision of coverage by the Missouri Life & Health Insurance Guaranty Association (the "Association") with respect to funeral service claims submitted in proper form on or before October 22, 2008, by Releasor to the Special Deputy Receiver of Lincoln Memorial Life Insurance Company ("Insurer") with respect to any life insurance policies ("Policies") issued by Insurer providing a Death Benefit Amount payable to Releasor, and other good and valuable consideration, Releasor and Releasor's heirs (if any), personal representatives, guardians, assigns, successors, agents, and all other persons claiming by or through Releasor do hereby release and discharge the Association, its members, affiliates, agents, attorneys, employees, successors and assigns (collectively the "Association and Related Parties") of and from any and all actions, causes of action, claims, demands, costs, expenses, compensation and any and all consequential or special damage or other damage, past, present or future, whether known or unknown, on account of or in any way arising out of said Policies. This release is not intended in any way to release or discharge any person or entity other than the Association and Related Parties as set forth herein.

Subrogation, Transfer and Assignment

In further consideration of the provision of coverage set forth herein, in accordance with §376.733 R.S. Mo., to the extent of the Death Benefit Amount received (including payments of or on account of contractual obligations, continuation of coverage or provision of substitute or alternative coverages), Releasor hereby sells, transfers and assigns any and all of Releasor's past, present and future claims, rights, demands, actions and causes of action against Insurer to the Association (and its successors and assigns) which shall be subrogated to all of Releasor's rights under said Policies and which may bring any action or suit for the recovery of any damages or losses sustained by Releasor as deemed best or appropriate by the Association in its sole and absolute discretion.

Further, up to the Death Benefit Amount, Releasor hereby sells, transfers and assigns to the Association, its successors and assigns, any and all past, present and future claims, demands, actions, rights and/or causes of action Releasor may have against Insurer and any other persons or entities related in any way to said Policies and/or any losses arising under, resulting from, or otherwise relating to said Policies and the Association (and its successors and Assigns) shall have full power and authority for its own use and benefit, at no cost to Releasor, to ask, demand, collect, prosecute, dismiss or settle any suit or proceedings at law or in equity against Insurer or any other persons or entities in Releasor's name. Releasor further agrees to cooperate with the Association (and its successors and Assigns) in its prosecution of any suits

or proceedings against Insurer and all other persons or entities, and will voluntarily testify on behalf of the Association (and its successors and Assigns), if asked.

Indemnity

In further consideration of the provision of coverage by the Association, with respect to said Policies and other good and valuable consideration, Releasor agrees to indemnify, defend, and hold harmless

(a) the Association, in its individual and official capacity, its board of directors, officers, employees, predecessors, successors, assigns, member insureds, third party administrators, consultants, legal representatives, and attorneys;

(b) the National Organization of Life and Health Insurance Guaranty Associations (NOLHGA) in its individual and official capacity, its board of directors, officers, employees, predecessors, successors, assigns, member Associations, task force members, third party administrators, consultants, legal representatives, and attorneys; and

(c) Mike Geeslin, permanent receiver, his predecessors and successors, including but not limited to the Special Deputy Receiver for Lincoln Memorial Life Insurance Company, Memorial Service Life Insurance Company and National Prearranged Services, Inc.,

from any and all claims, liens, demands, damages, actions, causes of action, suits in equity, of whatever kind and nature, that may be alleged by any Insured and Insured's heirs (if any), personal representatives, guardians, assigns, successors, agents, and all other persons claiming by or through any Insured relating to Association's coverage to Insured and/or Releasor. For the purpose of this indemnity, "Insured" means those persons for whom funeral services or merchandise was provided by Releasor and for which claims have been made by the Releasor in proper form on or prior to October 22, 2008.

Releasor has carefully read the foregoing Agreement and knows the contents hereof and has signed this Agreement voluntarily and with full knowledge of its contents.

The undersigned is legally authorized to sign this Agreement and bind Releasor. Releasor represents and warrants that it has no knowledge or information that any prerequisites to the payment of death benefits including but not limited to the payment of all premiums to the Insurer have not been satisfied.

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title (if any): \_\_\_\_\_

Signature: \_\_\_\_\_