

EXHIBIT O

FORM OF DISTRIBUTEES AGREEMENT

1. PARTIES

This Acknowledgement Agreement is entered into by the Distributees as defined in Section 1.2 below for the benefit of the Released Parties defined in Section 1.1. below, and are collectively referred to as the "Parties."

1.1 Released Parties

"Released Parties" shall mean and include all of the persons and entities identified on Exhibit A.

1.2 Distributees

"Distributees" shall mean and include all of the persons and entities identified on Exhibit B.

2. RECITALS

2.1 CCL Agreement

The Released Parties have participated with several other individuals and entities in negotiating a settlement agreement relating to litigation resulting from the financial collapse of Capital Consultants, LLC ("CCL"). That settlement agreement shall be referred to hereafter as the "CCL Agreement," and a copy of the CCL Agreement is attached hereto as Exhibit C.

2.2 CCL Loans

CCL loaned substantial sums of money it obtained from Claimants (as defined in the CCL Agreement) to Capital Wilshire Holdings, Inc. (*i.e.*, Old WCC), among others. Claimants and Distributees have contended that damages as a result of those loans are the responsibility of one or more of the Released Parties and others, as more specifically alleged in Claimants' Actions (as defined in the CCL Agreement). The Released Parties individually and separately deny those contentions and allegations.

The Parties to this Acknowledgement Agreement now desire to resolve any disputes among them arising out of or related to the Claimants' Actions, and further agree as follows:

3. **RELEASES AND COVENANTS BY DISTRIBUTEES**

In exchange for valuable consideration paid by the Released Parties pursuant to the CCL Agreement and received by Distributees, Distributees, and each of them agree that they are bound by the terms, conditions, releases (including releases of unknown claims) and obligations of the CCL Agreement and the Claims Bar Order and Injunction referred to therein as if they were Claimants thereunder.

Distributees hereby agree to file a dismissal of all actions against any of the Released Parties, if any, that are based on or related to the Released Claims. Such dismissal shall be with prejudice and contain a waiver of costs.

4. **DISTRIBUTEES REPRESENTATIONS**

4.1 **No Assignment or Transfer of Claims**

Each Distributee warrants and represents that it has not assigned or otherwise transferred any interest in its claims against any Released Party, other than to one or more other Claimants that are bound by CCL Agreement.

4.2 **Authority to Extinguish Claims**

The persons and entities signing this Acknowledgement Agreement on behalf of any trust, fund, plan, or other organization warrant and represent that they have the authority to bind the party for whom they are signing and extinguish the claims of the trust, fund, plan or other organization, and that the execution, delivery and performance of this Acknowledgement Agreement does not contravene or violate the terms of any trust or other agreement, contract or plan to which such trust, fund, plan or other organization is party or by which it is bound.

4.3 **Prudence**

The persons and entities signing this Acknowledgement Agreement on behalf of any trust, fund, plan, or other organization warrant and represent that they have concluded that this settlement is reasonable, prudent and in the best interest of the beneficiaries, participants, members, shareholders, and employees to whom they owe any fiduciary duty or other duty of care. Said persons and entities also warrant and represent that they have engaged in all actions and procedures required by law, agreement, or governing principle to reach the conclusion that this settlement is reasonable, prudent, and in the best interest of the beneficiaries, participants, members, shareholders, and employees to whom they owe any fiduciary duty or other duty of care.

4.4 **Independent Counsel**

Distributees, and each of them, represent and warrant that in executing this Acknowledgement Agreement they rely solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently

selected counsel, concerning the nature, extent and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof, and that, except as provided herein, they have not been influenced to any extent whatsoever in executing this Acknowledgement Agreement by any representations, statements or omissions pertaining to any of the foregoing matters by any party or by any person or entity representing any party to this Acknowledgement Agreement. Each Distributee assumes the risk of mistake as to facts or law.

4.5 Independent Investigation

Distributees, and each of them, warrant and represent to each other that he, she or it has carefully read the contents of this Acknowledgement Agreement, and this Acknowledgement Agreement is signed freely by each person or entity executing this Acknowledgement Agreement on behalf of each of Distributees.

Distributees, and each of them, further represent and warrant to each other that he, she or it has made such investigation of the facts pertaining to the settlement, this Acknowledgement Agreement and all of the matters pertaining thereto, as it deems necessary.

5. CONTINUING JURISDICTION

The United States District Court for the District of Oregon shall retain exclusive jurisdiction to resolve any dispute which may arise regarding the validity, enforceability, performance, interpretation, administration or enforcement of this of this Acknowledgement Agreement.

LIST OF EXHIBITS

- A – Released Parties
- B – Distributees
- C – CCL Agreement