

## CONSENT TO TRANSFER AGREEMENT

\_\_\_\_\_ (the "Transferor") has given notice to Marty Steinberg as Receiver for Lancer Offshore, Inc., a British Virgin Islands international business company (the "Company") of its intent to enter into a transaction (the "Transaction") pursuant to which it will sell, assign or otherwise transfer all right, title and interest in all of the interests or securities (whether debt or equity) of the Company held by the Transferor (the "Interests"), represented by \_\_\_\_\_ shares of the Company, to \_\_\_\_\_ (the "Transferee"). In connection with the consummation of the Transaction, and as a condition precedent to the Company's consent of the consummation of the Transaction pursuant to and in accordance with the Memorandum and Articles of Association of the Company (collectively, the "Governing Documents"), each of the Company, the Transferor and the Transferee has agreed to execute and deliver this Consent to Transfer Agreement (this "Consent Agreement"), and hereby agrees as follows:

**1. Compliance with Governing Documents.** Each of the Transferor and Transferee has complied with all of the requirements necessary for the transfer of the Interests in accordance with the terms and conditions contained in the each of the Governing Documents. Each of the Transferor and the Transferee hereby covenants, acknowledges and agrees that neither the consummation of the Transaction, nor the Transferee's ownership of the Interests, will conflict with or violate any of the Governing Documents.

**2. Compliance with Law.** Each of the Transferor and Transferee have complied with all of the requirements necessary for the transfer of the Interests in accordance with any order, writ, injunction, decree, statute, rule or regulation applicable to such Transferor or Transferee, the Company or any of such person's or entity's properties or assets (collectively, "Laws"). Each of the Transferor and the Transferee hereby represent and warrant that neither the consummation of the Transaction, nor the Transferee's ownership of the Interests, will conflict with or violate any Laws. The proposed transfer of the Interests from the Transferor to the Transferee is being effected without registration of the Interests under the Securities Act of 1933, as amended (the "33 Act"), and in reliance on an exemption from such registration under the 33 Act and any applicable state securities laws.

**3. Adoption of Governing Documents; Interests Subject to Company Claims.** By execution of this Consent Agreement, the Transferee hereby acknowledges that the Transferee has received and reviewed the Governing Documents and agrees to become a party to, and be bound by, each and every valid and binding provision contained in the Governing Documents (as may be amended, supplemented or otherwise modified from time to time) in the same manner as if the Transferee were an original party to such, and agrees to become a Member thereunder (as such term is defined in the Governing Documents). The Transferee further acknowledges and agrees that the terms and conditions contained in the Governing Documents may from time to time be amended, supplemented, modified or deemed unenforceable in, or as a result of, the Receivership (as defined in Section 8 hereto) pending before the United States District Court for the Southern District of Florida. Subject to any such amendments, supplements, modifications or unenforceability in, or resulting from, the Receivership, Transferee shall have all the valid and binding rights, and shall observe all of the valid and binding obligations, applicable to a Member under the Governing Documents. The Transferee further acknowledges and agrees that it accepts and is acquiring the Interests subject to any and all rights, defenses, setoffs, claims, actions, suits and causes of action of any nature whatsoever, whether known or unknown, held by the Company.

**4. Reliance by the Company and the Receiver on Representations, Warranties and Covenants of the Transferor and the Transferee.** Each of the Transferor and the Transferee acknowledges and agrees that each of the Company and Marty Steinberg, as Receiver or the party in control of each of the Lancer Entities, as defined below (the “Receiver”), is relying on the truth and accuracy of the representations, declarations, warranties and covenants made by the Transferor and the Transferee as contained herein in consenting to the Transaction.

**5. Due Execution and Delivery.** Each of the Transferor and Transferee hereby covenants, acknowledges and agrees that this Consent Agreement has been duly executed and delivered by the Transferor or Transferee and constitutes the valid and binding obligation of the Transferor and Transferee, enforceable against each of them in accordance with its terms.

**6. Authorization.**

(a) Each of the Transferor and Transferee hereby covenants, acknowledges and agrees that it has full legal right and power and all authority and approval required to execute and deliver, or authorize execution and delivery of, this Consent Agreement.

(b) The Transferee hereby covenants, acknowledges and agrees that it has full legal right and power and all authority and approval required to consummate the Transaction and hold the Interests.

**7. No Reliance by Transferee.** In evaluating the suitability of an investment in the Company and its acquisition of the Interests, the Transferee hereby covenants, acknowledges and agrees it has not relied upon any representations or other information (whether written or oral) from the Company and/or the Receiver, including, among other things, any representations or warranties of any kind whatsoever with respect to the Company’s business and financial condition, or with respect to the Interests (including, without limitation, the number of Interests being acquired by the Transferee and the value of the interests). The Transferee also covenants, acknowledges and agrees that the Transferee has relied solely upon independent investigations made by the Transferee in making the decision to consummate the Transaction and invest in the Company.

**8. Risk of Investment; Receivership Proceedings Regarding Lancer Entities.** THE TRANSFEREE IS AWARE THAT AN INVESTMENT IN THE COMPANY INVOLVES A HIGH DEGREE OF RISK AND THAT THE TRANSFEREE MAY LOSE SOME OR ALL OF SUCH INVESTMENT. THE TRANSFEREE IS AWARE THAT LANCER PARTNERS, LP IS IN BANKRUPTCY (THE “BANKRUPTCY”). THE TRANSFEREE IS ALSO AWARE THAT THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE “SEC”) HAS SUCCESSFULLY SOUGHT THE APPOINTMENT OF THE RECEIVER (THE “RECEIVERSHIP”) FOR LANCER OFFSHORE, INC., OMNIFUND, LTD., LSPV, INC., LSPV, LLC, LANCER MANAGEMENT GROUP, LLC (“LANCER I”), LANCER MANAGEMENT GROUP II, LLC (“LANCER II”), G.H. ASSOCIATES, LLC AND ALPHA OMEGA GROUP, INC. (COLLECTIVELY, WITH LANCER PARTNERS, LP, THE “LANCER ENTITIES”). THE TRANSFEREE IS AWARE THAT THE SEC HAS ALLEGED THAT MICHAEL LAUER, THE FORMER PRINCIPAL OFFICER AND CONTROL PERSON OF LANCER I AND LANCER II, CAUSED LANCER I AND LANCER II TO ENGAGE IN A MANIPULATIVE SCHEME TO INFLATE THE PERFORMANCES AND NET ASSET VALUE OF LANCER OFFSHORE, INC., OMNIFUND, LTD., LANCER PARTNERS, LP, LSPV, INC. AND LSPV, LLC. THE TRANSFEREE IS AWARE THAT THE RECEIVER HAS TAKEN CONTROL OF THE LANCER ENTITIES AND HAS INDICATED

THAT THE BOOKS AND RECORDS OF THE LANCER ENTITIES RECOVERED BY THE RECEIVER ARE INCOMPLETE AND IN DISARRAY. THE TRANSFEREE IS ALSO AWARE THE COMPANY IS NOT CURRENTLY PROVIDING REPORTS REGARDING THE NET ASSET VALUE OF THE COMPANY TO INVESTORS AND THAT THE COMPANY HAS NOT BEEN AUDITED IN RECENT YEARS.

**9. Qualified Purchaser.** The Transferee represents and warrants that the statements initialed below are true and correct.

\_\_\_\_(initial) (a) The Transferee certifies that he or she is a natural person who owns not less than \$5,000,000 in investments (including any investments held jointly with his or her spouse and investments shared with his or her spouse through a community property or similar shared ownership interest).

\_\_\_\_(initial) (b) The Transferee certifies that it is a company that was not formed for the specific purpose of acquiring interests in the Company, and that owns not less than \$5,000,000 in investments and is owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organizations, or trusts established by or for the benefit of such persons.

\_\_\_\_(initial) (c) The Transferee certifies that it is a trust that is not covered by item (b) and that was not formed for the specific purpose of acquiring interests in the Company, as to which the trustee or other person authorized to make decisions with respect to the trust, and each settlor or other person who has contributed assets to the trust, is a person described in one or more of items (a), (b) or (d).

\_\_\_\_(initial) (d) The Transferee certifies that the undersigned is a natural person or company that was not formed for the specific purpose of acquiring interests in the Company, acting for its own account or the accounts of other qualified purchasers, who in the aggregate own and invest on a discretionary basis not less than \$25,000,000 in investments.

\_\_\_\_(initial) (e) The Transferee certifies that it is a “qualified institutional buyer” as defined in Rule 144A under the Securities Act of 1933, acting for its own account, the account of another qualified institutional buyer, or the account of a “qualified purchaser.”

\_\_\_\_(initial) (f) The Transferee certifies that it is a company all of the outstanding securities of which are beneficially owned by persons each of whom is a person or entity described in one or more of items (a)-(e).]

**10. Business and Financial Experience.** The Transferee represents that it has such knowledge and experience in financial and business matters such that the Transferee is capable of

evaluating the merits and risks of an investment in the Company and of making an informed investment decision in connection with its acquisition of the Interests.

**11. Transfer of Interests.** The Transferee is aware that it cannot sell or otherwise transfer the Interests in the United States without registration under applicable federal or state securities laws, or without an exemption therefrom, and is aware that the Transferee will be required to bear the financial risks of the purchase of the Interests for an indefinite period of time because, among other reasons, the Interests have not been and are not anticipated to be registered with the SEC or any regulatory authority of any state and, therefore, cannot be transferred or resold unless they are subsequently registered under applicable federal and state securities laws or an exemption from such registration is available. The Transferee also understands that the Company is under no obligation to register the Interests on the Transferee's behalf or to assist the Transferee in complying with any exemption from registration under applicable federal or state securities laws other than as may be set forth in this Agreement. The Transferee agrees and acknowledges that the Interests are subject to transfer restrictions pursuant to the Governing Documents and applicable law and, as such, the Transferee will be required to bear the financial risks associated with the inability to transfer the Interests for an indefinite period of time.

**12. No Recommendation.** The Transferee recognizes that no government agency has recommended or endorsed the acquisition of the Interests or passed upon the adequacy or accuracy of the information provided by the Transferor to the Transferee.

**13. Public Market for the Interests.** The Transferee recognizes that there is no public market for the Interests, and that it is extremely unlikely that there will be such a market in the future since the Company is under no obligation to register the Interests under any applicable law, including the 33 Act, or to comply with any exemption available for the resale of the Interests without registration. The transferability of the Interests will also be restricted pursuant to the provisions of the Governing Documents which the Transferee agrees to adopt hereby. Thus, the Transferee realizes that the Transferee cannot expect to be able to liquidate the Transferee's investment in the Company readily or at all in case of an emergency.

**14. Purchase for Own Account.** The Transferee is purchasing the Interests for investment for the Transferee's own account and not with a view to or for sale in connection with any distribution of the Interests to or for the accounts of others. The Transferee agrees that the Transferee will not dispose of the Interests hereby subscribed for, or any portion thereof or interest therein, unless and until counsel for the Transferee (who shall be reasonably satisfactory to the Company) shall have determined that the intended disposition is permissible and does not violate the provisions of any applicable securities laws, or any rules or regulations thereunder or the provisions of the Governing Documents.

**15. Certificates.** The Transferee acknowledges and understands that the certificates, if any, representing the Interests to be purchased by such Transferee will bear, by imprint or endorsement, appropriate legends reflecting the status of the Interests under the Securities Act (or other applicable securities laws) and applicable state securities laws and such other legends, if any, as may be required by the Governing Documents. The Transferee understands that the Interests shall bear a restrictive legend if such legend or legends are reasonably required by the Company to comply with any other applicable U.S. federal or state law or other applicable securities laws. The Transferee agrees, that so long as the restrictive legends described herein in this Consent Agreement remain on the certificates representing the Interests, the Company may maintain appropriate "stop

transfer” orders with respect to the Interests, or any portion thereof, on its stock books and ledger and with its registrar and transfer agent, if any.

**16. Affiliate Status.** Each of the Transferor and the Transferee hereby represents and warrants that it is not an Affiliate (as such term is defined below) of Michael Lauer or any of the Lancer Entities. For purposes of this Consent Agreement, an “Affiliate” of a person or entity includes (i) with regard to any natural person, such person’s parents, parents-in-law, husbands, wives, brothers or sisters, brothers- or sisters- in law, sons- or daughters-in-law, and children, plus anyone else who is supported, directly or indirectly, by the person, (ii) with regard to any entity, any person who, directly or indirectly, has the power to vote, or to direct the voting of, more than five percent of the aggregate voting securities of such entity, (iii) with regard to any entity, any person who, directly or indirectly, has the power to dispose, or to direct the disposition of, more than five percent of the equity securities of such entity (iv) with regard to any entity, any officer, employee, and/or director of such entity; and (v) an insider or affiliate as such terms are defined in IIV.S.C.§101.

**17. Indemnification.** Each of the Transferor and the Transferee shall jointly and severally indemnify and hold the Company and its shareholders, officers, directors, agents and employees, including, without limitation, the Receiver, and each of them, harmless from and against any and all loss, damage, liability or expense, including reasonable attorneys’ fees and costs, which the Company or the Receiver may incur by reason of or in connection with any breach of the Transferor’s and Transferee’s representations and warranties or the failure of the Transferor or Transferee to fulfill any of the Transferor’s or Transferee’s covenants or agreements under this Consent Agreement, the Governing Documents or applicable law.

**18. Assignment of Claims.** The Transferor hereby assigns, conveys, sells, transfers, delivers and sets over onto the Transferee, its successors and assigns, all of the Transferor’s right, title and interest in and to all rights, claims, controversies, investigations, demands, damages, judgments, executions, rights to indemnification, attorneys’ fees, actions, suits and causes of action of any nature whatsoever, whether known or unknown, direct or indirect, including, but not limited to, claims for rescission, restitution, specific performance, accounting, tort, breach of contract, breach of fiduciary duty, negligence and fraud, whether arising at law or in equity, under the laws of the British Virgin Islands and the state or federal laws of the United States, as may be applicable, which the Transferor may have had, may now have or may in the future have or claim to have had against the Company, any Lancer Entity, or the Receiver and each of their respective agents and assigns, or any of them, by reason of, arising out of, or based upon, any act, omission, occurrence, matter, transaction, event or thing of any nature whatsoever.

**19. Binding Agreement.** This Consent Agreement and the representations and warranties contained herein shall be binding upon and inure to the benefit of any heirs, executors, administrators, successors and assigns of each party hereto, and shall survive the consummation of the Transaction.

**20. Amendment and Modification.** Neither this Consent Agreement nor any provisions hereof shall be modified, discharged or terminated except by an instrument in writing executed by the parties hereto.

**21. Counterparts.** This Consent Agreement may be executed through the use of separate signature pages or in any number of counterparts, and each of such counterparts shall, for all

purposes, constitute one agreement binding on all the parties, notwithstanding that all parties are not signatories to the same counterpart.

**22. Entire Agreement.** This Consent Agreement contains the entire agreement of the parties, and there are no representations, covenants or other agreements except as stated or referred to herein.

**23. Assignment.** This Consent Agreement is not transferable or assignable by either party without the express written consent of the other party.

**24. Governing Law.** This Consent Agreement shall be governed in all respects by the laws of the State of Florida [and, to the extent applicable, Title 11 of the United States Bankruptcy Code.]

**25. Dispute Resolution.** Any disputes relating to or arising under this Consent Agreement shall be considered proceedings ancillary to the receivership action styled *Securities and Exchange Commission v. Lauer et al.*, Case No. 03-80612-CIV-ZLOCH (the "Receivership Action"), currently pending before the United States District Court for the Southern District of Florida (the "District Court"). The District Court presiding over the Receivership Action shall have original and exclusive jurisdiction over any such disputes. The parties hereby irrevocably submit in any suit, action or proceeding arising out of or relating to this Consent Agreement to the exclusive jurisdiction of the District Court and waives any and all objections to such jurisdiction or venue that it may have under the laws of any state or country, including, without limitation, any argument that jurisdiction, situs and/or venue are inconvenient or otherwise improper. The parties further agree that process may be served upon it in any manner authorized under the laws of the United States or Florida, and waives any objections that it otherwise have to such process.

**26. Section Headings.** The titles and subtitles used in this Consent Agreement are used for convenience only and are not to be considered in construing or interpreting this Consent Agreement.

**27. Notices.** Unless otherwise provided, any notice required or permitted under this Consent Agreement shall be given in writing and shall be deemed effectively given upon personal delivery to the party to be notified by hand or professional courier service or two (2) business days after deposit with the United States Post office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address indicated for such party on the signature page hereof, or at such other address as such party may designate by ten (10) calendar days' advance written notice to the other parties.

**28. Effective Date of Consent by the Company.** Notwithstanding anything contained herein to the contrary, the consent of the Company to the consummation of the Transaction as herein provided shall not be effective unless and until the Company has executed this Consent Agreement.

**[Next page is the signature page]**

**IN WITNESS WHEREOF**, each of the parties hereto has executed this Consent Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

**THE TRANSFEROR**

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

with copies to:

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_, 2004

\_\_\_\_\_

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

Name:

Title:

**THE TRANSFEREE**

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

with copies to:

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dated: \_\_\_\_\_, 2004

\_\_\_\_\_

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

Name:

Title:

**THE COMPANY**

Name: Lancer Offshore, Inc.

with copies to:

Address for Notices:  
Marty Steinberg  
Hunton & Williams LLP  
1111 Brickell Avenue, 25<sup>th</sup> Floor  
Miami FL 33131  
(305) 810-2500

Craig V. Rasile, Esq.  
Hunton & Williams LLP  
1111 Brickell Avenue, 25<sup>th</sup> Floor  
Miami FL 33131  
(305) 810-2500

**Lancer Offshore, Inc.**

Dated: \_\_\_\_\_, 2004

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

Marty Steinberg, Receiver for Lancer Offshore, Inc.

