

## EXHIBIT A

### SERVICING AGREEMENT

This SERVICING AGREEMENT, dated as of \_\_\_\_\_ 2009 (the same, as amended or supplemented from time to time, the "Agreement"), is made and entered into by and between VSI Acquisition Services, LLC, a Delaware limited liability company (the "Servicer"), and \_\_\_\_\_ as Trustee (the "Trustee") of the Mutual Benefits Keep Policy Trust (the "Trust"), under Trust Agreement dated \_\_\_\_\_, 2009 (hereinafter referred to as the "Trust Agreement").

#### WITNESSETH:

WHEREAS, Roberto Martinez (the "Receiver") was appointed as receiver for Mutual Benefits Corp., a Florida corporation ("MBC"), Viatical Services, Inc., a Florida corporation ("VSI"), and Viatical Benefactors, LLC, a Delaware limited liability company ("VBLLC" and together with MBC and VSI, the "Receivership Entities"), pursuant to the Order Appointing Receiver entered by the United States District Court for the Southern District of Florida (the "Court") on May 4, 2004 (the "Receivership Order");

WHEREAS, pursuant to the Receivership Order, the Receiver was authorized to take possession of all of the assets of the Receivership Entities, including the Purchased Assets and the Trust Assets, and was vested with all power and authority to, among other things, administer and manage the assets and business affairs of the Receivership Entities under Case No. 04-60573 CIV-MORENO (the "Receivership Proceeding") in the Court;

WHEREAS, the Trust was established by the Receiver, as Settlor, pursuant to the Purchase and Servicing Agreements and Bidding Procedures Order;

WHEREAS, pursuant to the Trust Assignment and Assumption Agreement dated the date hereof, and the Sale of Assets, Servicing and Transfer Order, the Receiver has assigned and transferred the Trust Assets to the Trustee;

WHEREAS, pursuant to the Asset Purchase Agreement dated March 31, 2009 by and between the Receiver and the Servicer (the "Asset Purchase Agreement"), and the Sale of Assets, Servicing and Transfer Order, the Receiver has sold and transferred on the date hereof to the Servicer the Purchased Assets; and

WHEREAS, the Sale of Assets, Servicing and Transfer Order authorized and directed the Trustee to enter into this Agreement, pursuant to which the Servicer would agree to manage the portfolio of Keep Policies and the Policy Files, collect funds necessary to service the Keep Policies, and pay premiums due on the Keep Policies;

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Definitions. Capitalized terms used and not defined herein shall have the meanings set forth in the Asset Purchase Agreement.

“CPI” means the Consumer Price Index, All Urban Consumers, All Items, Miami - Fort Lauderdale Metropolitan Area (published by the United States Department of Labor. All reference prices mentioned in this agreement are on a 2008 basis.

“Keep Policy Investment Interest” means each Keep Policy Investor’s individual whole or fractional interest in a Keep Policy managed by the Servicer on behalf of the Trust. Each Keep Policy Investor’s various interests in Keep Policies covering the lives of more than one insured shall each be counted hereunder as a separate Keep Policy Investment Interest.

“Overpayment Balance” means the cash held by the Trustee in its Operating Account and representing initially services charges and fees billed by the Receiver to the Keep Policy Investors as authorized pursuant to the September 17, 2005 Order of the Court.

“Policy Administration Orders” means the *Order Granting Receiver’s Motion to Authorize Procedures for Re-Designation of Beneficial Interests in Insurance Policies* entered by the Court on January 30, 2007 (D.E. 1837), *Order Regarding Future Administration of Certain Insurance Policies Subject to this Proceeding* entered by the Court on April 30, 2007 (D.E. 1887), the *Order Granting Motion for Clarification and Amendment* entered by the Court on January 3, 2008 (D.E. 2010), and the *Order Granting Receiver’s Motion for Amendment of Beneficial Interests Order* entered by the Court on August 18, 2008 (D.E.2142).

2. Appointment and Term. The Trustee hereby engages Servicer as an independent contractor to provide the Policy Services, Insured Tracking Services, Death Claim Management Services, other miscellaneous customer service functions, Policy Change Services, Accounting and Reporting Services, Disposition Services, and Conveyance Services all as hereafter defined in sections 3 through 9 hereof and such other services as herein provided (the “Services”). Servicer shall employ procedures to perform the Services with reasonable care and diligence and in compliance with applicable law, including all applicable guidelines of state insurance commissioners. All Services performed by Servicer shall be conducted consistent with the terms of the Policy Administration Orders, subject, however, to the rights and responsibilities of the Receiver as described in the Policy Administration Orders having been delegated to the Trustee pursuant to the Trust Agreement. The Term of this Agreement shall commence on the Closing Date of the Asset Purchase Agreement and shall end on the date which is Five (5) years following such date (the “Initial Term”). Thereafter either the Trustee or the Servicer may elect to renew this Agreement for an additional period or periods of Two (2) years each (each a “Renewal Term”), by providing written notice of such intent to renew not later than Ninety (90) days prior to the end of the Initial Term or any Renewal Term then in effect in each case on terms to be agreed upon by the parties, subject to the provisions of Section 12.2 below, provided,

however that unless otherwise mutually agreed by the parties, there shall not be more than Five (5) Renewal Terms, or an aggregate of Fifteen (15) years for the Initial Term and all Renewal Terms. As used in this Agreement, the Initial Term, together with any and all Renewal Terms shall hereinafter be referred to collectively as the “Term”).

3. Policy Services. During the Term of this Agreement, Servicer will provide on behalf of Trustee and the Keep Policy Investors the following services (collectively, the “Policy Services”):

3.1 Premium/Funds Management. The Servicer will perform the following premium funds management services: (a) ordering policy illustrations and premium schedules from insurance carriers for universal and term policies, (b) collecting premiums from Keep Policy Investors, (c) posting such collections to the Servicer’s general ledger system, (d) transferring collected premiums to the Trustee’s VSI Policies Account, and (e) auditing policies for billing purposes, and auditing “case files” following the reallocation of whole or fractional interests in life insurance policies held by the Keep Policy Investors due to non-payment of premium invoices in order to verify and confirm that Keep Policy Investors are correctly invoiced, during the next billing cycle;

3.2 Policy Premium Payment Services. The Servicer will prepare check requests on a periodic basis to effect a transfer from the VSI Policies Account held by the Servicer for the benefit of the Trustee into a premium payment account held by the Servicer for its own account, for the payment of premiums to insurance carriers, account for such checks in the general ledger system maintained by the Servicer for and on behalf of the Trustee, mail its own checks to the insurance carriers from such premium payment account, and confirm with the insurance carriers that the Servicer’s checks have been received and credited; and

3.3 Accounting and Reporting Services The Servicer will perform accounting and reporting services related to the foregoing, including (a) preparing premium budgets, (b) preparing invoices for the Keep Policy Investors’ respective share of premiums and Administrative Fees, (c) processing bank deposits, both with respect to the accounts maintained on behalf of the Trust and on its own behalf, (d) posting collections to the general ledger system of the Trust, and to its own general ledger system, (e) posting premium payment transfers from the Trust accounts to the Servicer’s accounts in to the general ledger system of the Trust, and its own general ledger system, and (f) reconciling amounts actually collected from Keep Policy Investors against premium amounts billed and owing under the Keep Policies and the Administrative Fees;

4. Insured Tracking Services. With respect to the insured under each of the Keep Policies (each an “Insured” and collectively the “Insureds”) the Servicer will use reasonable efforts to monitor the whereabouts of each Insured. On a periodic basis, not less frequently than semiannually, not more frequently than allowed under applicable law, Servicer will: (a) contact each insured or their respective nominee(s), if applicable, to determine the address or other whereabouts of each such Insured, and (b) run database searches to determine whether the insured remains alive.

5. Death Claim Management.

5.1 Claim Processing. With respect to Keep Policies in which the Insured is deceased or hereafter dies, the Servicer will use reasonable efforts to obtain all necessary information and documentation, including death certificates and claim packages, necessary to submit claims to collect the Keep Policies benefits in accordance with the following procedure: (a) upon actual knowledge or notification of death, the Servicer will obtain a certified copy of the Insured's death certificate or other appropriate evidence of death from the appropriate agency; (b) the Servicer will obtain from the respective insurer any and all forms or other documentation necessary to submit the claim; (c) the Servicer will calculate the death benefit distribution amounts and payees, (d) the Servicer will apply for all applicable death benefits under the Keep Policies applicable to such Insured; (e) the Servicer will perform follow-up correspondence with insurance carriers in connection with such claims (f) the Servicer will distribute benefits to holders of beneficial interests in applicable policies; (g) the Servicer will perform additional correspondence with such holders including tax reporting; and (h) the Servicer will perform accounting and tax services in connection with such claims.

5.2 Maturities. The Servicer will provide the Trustee with a report (the "Maturity Report") which identifies on a monthly and annual basis, as applicable: (a) the Keep Policies, including the names of the insurer and insured, the policy number and closing number, which were discovered during the preceding calendar month and calendar year to have matured, as applicable; (b) the date of death; (c) the face amount and net death benefit of each such Policy; and (d) the dates upon which Servicer discovered the death and upon which Servicer provided to the Trustee a complete claim package necessary for the Servicer to submit the claim for death benefits for and on behalf of the Trust.

6. Customer Service Functions. The Servicer shall perform miscellaneous customer service functions, including responding to inquiries from Keep Policy Investors with respect to the claims process, billings, distributions, record keeping matters, and the status of death claims on matured policies.

7. Policy Change Services. The Servicer shall process policy change requests from Keep Policy Investors with respect to: (a) address of the beneficial owner; (b) ownership of beneficial interest; (c) updating of policy database for policy conversion changes; (d) updating of policy database for increases/decreases in death benefits; and (e) updating of policy interests to reflect investor changes due to IRA distributions, investor deaths, divorces, dissolution of trusts and other changes to Keep Policy Investment Interests.

8. Accounting and Reporting Services. During the Term of the Agreement, to the extent not otherwise described above, the Servicer will maintain full and adequate books and accounts and such other records as might be appropriate to reflect (a) the premium payments associated with the whole and fractional interests in Keep Policies; and (b) the obligations of the Keep Policy Investors in such policies and policy interests.

8.1 Viator Files. The Trustee shall provide to the Servicer a copy of each Keep Policy and either originals or copies of certain records and files (each a "Viator File" and

collectively, the “Viator Files”) which includes to the extent received by Servicer or created by Servicer during the term of this Agreement; (a) all agreements between any of the Receivership Entities and each Insured including without limitation, the applicable (i) contracts for sale and purchase of life insurance; (ii) notification to insurance carrier regarding viatical settlement; (iii) consent to transfer, waiver and release of claims; (iv) affidavit of viator;; (v) special power of attorney; (vi) bill of sale; (vii) viator status notification agreement; (viii) nomination and authorization forms; (ix) physician directive; and (x) irrevocable consent to release medical records (collectively as applicable, the “Viator Agreements”); (c) all material correspondence and policy information received by Servicer from the Trustee (including correspondence from the Receivership Entities to the extent possessed by the Trustee) and/or the applicable insurance companies; (d) the information and records received by the Servicer and hereafter collected by the Servicer pursuant to Section 4 above with respect to the health status and whereabouts of each Insured; and (e) the accounting records and all other records applicable to each of the Keep Policies to the extent possessed by, prepared by or received by the Servicer.

8.2 Financial Reporting. In addition to the reports required to be provided to the Trustee as set forth elsewhere herein, Servicer shall provide to the Trustee, by the 20<sup>th</sup> day after the conclusion of each quarter of the year, a report which shall describe: (i) all cash held by the Servicer for and on behalf of the Trust, as of the end of each such quarter; (ii) all cash received from Keep Policy Investors for and on behalf of the Trust and all cash paid to Keep Policy Investors during such quarter due to the maturity of policies; (iii) a summary of all Disposition Services performed by the Servicer during such quarter. Servicer shall cooperate with the Trustee in connection with an annual audit of the Trust to be performed within 90 days of the end of any calendar year by an independent accounting firm reasonably acceptable to the Trustee, which shall deliver such audit report to the Trustee and to the Servicer.

8.3 Right to Examine Records. The Trustee shall have the right to examine and audit any and all of the books, bank statements, records or other information of the Servicer, in each case, to the extent relating to the cash, bank accounts and accounts receivable held by the Servicer for and on behalf of the Trust and any premiums or other amounts payable by the Trust. Such examination and audit shall take place during normal business hours or at such other times as may be reasonable under applicable circumstances, upon reasonable advance notice.

9. Disposition Services. The Servicer shall have the exclusive authority to render any and all disposition services (“Disposition Services”) required by the Trust in connection with “Zero-subscribed Policies” or “Under-subscribed Policies”. Zero-subscribed Policies are those Keep Policies that, following conclusion of a billing cycle, all Keep Policy Investors with beneficial interests in such policies have failed to pay such annual premiums or Administrative Fees within the time period specified by the Servicer. Under-subscribed Policies are those insurance policies with multiple Keep Policy Investors and where one or more (but not all) of such investors have failed to pay such annual premiums or Administrative Fees within the time period specified by the Servicer. The Disposition Services shall include (A) database management, (B) investor notification, (C) investor first offer rights management, (D) bundling of policies for sale, (E) conduct of sale of any and all Zero-subscribed Policies and Under-subscribed Policies and (F) notification of such sale to the relevant insurance companies.

10. Separation of Operations. It is agreed that during the term of this Agreement, the Servicer shall maintain all information, premium funds, files, bank accounts and all other data relating to the Keep Policies separate and apart from any other business or operations of Servicer and the Servicer shall not under any circumstance allow any commingling of funds relating to the Keep Policies with any other funds whatsoever.

11. Bank Accounts. During the Term of this Agreement, Servicer shall establish and separately maintain on a fiduciary basis on behalf of the Trust certain accounts, using Servicer's taxpayer identification number with financial institutions, the authorized signatories under which shall be the Trustee or as he or she may direct. Servicer shall provide Trustee with the name of the banks at which any such account is established and the name and account number of each such account, as well as notice of any change to such account information. Servicer will make deposits, and reconciliations consistent with its obligations under this Agreement. The following accounts will initially be established for and on behalf of the Trust:

11.1 VSI Policies Account. That certain account to deposit premiums collected by the Servicer and deposited with the Trustee, for ultimate disbursement to the applicable insurance companies.

11.2 VSI Death Benefit Disbursement Repo Account. That certain account to deposit death benefit proceeds received by the Servicer for and on behalf of the Trust for ultimate disbursement to the applicable Keep Policy Investors.

11.3 VSI Operating Repo Account That certain account necessary to fund the day to day operations of the Trust and to hold the Overpayment Balance.

Additional accounts may be established by the Servicer for and on behalf of the Trustee with the mutual written consent of the Trustee and the Servicer. In addition, the Servicer shall establish one or more of its own bank accounts necessary to perform its obligations under this Agreement.

12. Administrative Fees. In consideration of the Administrative Services provided herein by Servicer, the Servicer shall be entitled to the following fees (collectively, the "Administrative Fees") hereafter set forth.

12.1 Initial Term. During the Initial Term, the Servicer shall be entitled to the following the fees hereafter set forth.

12.1.1 Three Hundred Dollars (\$300) per year as the Administrative Fee for each year during the Initial Term from each Keep Policy Investor for each Keep Policy Investment Interest held by such Keep Policy Investor, subject to increase each such year by the change in the CPI, provided, however, that until such time as the Overpayment Balance shall have been exhausted, each Keep Policy Investor shall be entitled to a credit against the annual Administrative Fee of Sixty Dollars (\$60) per Keep Policy Investment Interest per year (the "Administrative Fee Credit"), resulting in a net annual Administrative Fee of \$240 per Keep Policy Investment Interest per year, both subject to increase each year by the change in the CPI, provided however, that the

maximum annual amount of the annual Administrative Fee that shall be payable by any Keep Policy Investor who is invested in ten (10) or more Keep Policy Investment Interests shall be \$240 per Keep Policy Investment Interest (or \$180 after the Administrative Fee Credit), subject to changes in the CPI. Subject to the provisions of Section 12.1.7 below, the amount payable under this Section 12.1.1 shall be payable solely by each such Keep Policy Investor with a Keep Policy Investment Interest, and shall not be payable from any other source.

12.1.2 An amount with respect to each of the following calendar years during the Term equal to the product of (a) the amount, if any, by which the Ending Number of Investment Interests (as defined below) is less than the Base Amount (as defined below), multiplied by (b) \$300 (as adjusted for changes in the CPI). The Base Amount shall be the following amounts with respect to December 31 of each of the years 2009 through 2013 respectively:

| <u>Year:</u> | <u>Base Amount of<br/>Investor Interests:</u> |
|--------------|---|
| 2009         | 10,000  |
| 2010         | 8,000   |
| 2011         | 6,400   |
| 2012         | 5,120   |
| 2013         | 4,096   |

The amount payable under this Section 12.1.2 shall be payable on or before the 60<sup>th</sup> day following the end of any calendar year (or such shorter period) during the Term and shall be payable solely out of the Overpayment Balance, to the extent thereof on such payment date. For purposes of the foregoing: “Ending Number of Investment Interests” means the total number of Keep Policy Investment Interests held by all Keep Policy Investors on the last day of any calendar year during the Term or, if the Term ends prior to December 31 of any such year, on the last day of the Term. As an example of the provisions of this Section 12.1.2, assuming no change in the CPI, in the event the Ending Number of Investment Interests in 2010 is 7,840, then the amount payable to the Servicer out of the Overpayment Balance under this Section 12.1.2 would be \$48,000, calculated as follows:

$$(8,000 - 7,840) \times \$300 = \$48,000$$

12.1.3 The interest credited from time to time by the bank holding the VSI Policies Account, and the VSI Operating REPO Account for and on behalf of the Trust, and any other accounts established in replacement of any of the foregoing;

12.1.4 A processing fee in the amount of Two Hundred Dollars (\$200), subject to increase each year by the change in the CPI, to be deducted from the gross proceeds payable to each Keep Policy Investor upon maturity of each Keep Policy;

12.1.5 A fee equal to the amount, if any, by which the gross proceeds paid

on the maturity of each Keep Policy exceeds the face value of each such Keep Policy;  
and

12.1.6 A transaction fee of 10% of the gross proceeds received by the Trust from the sale of any Zero-subscribed Policies and Under-subscribed Policies in compensation for the provision of the Disposition Services.

12.1.7 The Overpayment Balance will be applied towards Administrative Fees at the rate of \$60 per Keep Policy Investment Interest per year, adjusted for changes in the CPI, payable by the Trustee to the Servicer simultaneously with the due date or dates of the annual Service Fee from the Keep Policy Investors. In addition, the Overpayment Balance, if any, may be used by the Servicer from time to time to reimburse the Servicer for contingencies such as loan for shortfall in premium payments, advance premium reimbursement, conversion costs to be advanced to Keep Policy Investors, and litigation initiated by past investors, Keep Policy Investors and any other parties in relation to activities conducted by VSI, MBC or VBLLC before completion of the Acquisition and Servicing Agreements (notwithstanding the provisions of Section 7.1(g)(4) of the Asset Purchase Agreement). Any positive balance in the Overpayment Balance will be paid to the Servicer following the end of the later to occur of the Initial Term or the last Renewal Term then in effect.

12.1.8 The net proceeds, after transaction fees and costs, from the sale of any Zero-subscribed Policies and Under-subscribed Policies will be credited to the Overpayment Balance.

12.1.9 The costs of litigation that may be initiated by past investors, Keep Policy Investors and any other parties in relation to activities conducted by VSI, MBC or VBLLC before the commencement of this Agreement (notwithstanding the Order contemplated by Section 7.1(g)(4) of the Asset Purchase Agreement), will also be paid out of the Overpayment Balance.

12.1.10 The costs of annual or other periodic audits by an independent public accounting firm of the financial statements of the Servicer, as may be required from time to time by the Trustee, the Receiver or other parties, shall also be paid out of the Overpayment Balance.

12.1.11 In the event there shall occur any adverse or catastrophic financial or economic event not foreseeable by the parties that materially adversely affects the Servicer's ability to collect administrative fees or which materially adversely affects the Servicer's cost structure, then at the option of the Servicer, the parties hereto agree to negotiate in good faith a possible adjustment of the annual administrative fees payable hereunder.

12.2 Renewal Term. The fees for the Servicing Agreement applicable to any Renewal Term shall be negotiated by the parties at the time of such renewal, but shall in no event shall the annual Administrative Fee during any such Renewal Term be less than the amount set



forth in subsection 12.1.1 above for each Keep Policy Investment Interest (subject to the CPI adjustment as provided in such subsection, and subject to the same annual limitation for holders of ten (10) or more Keep Policy Investment Interests as provided above).

13. Trustee Fees.

13.1 Overpayment Balance. To the extent provided in the Trust Agreement, the costs of the Trustee will also be paid out of the Overpayment Balance.

13.2 Additional Fees Collectible for Trustee. In the event the Trustee determines that the Overpayment Balance shall have been reduced to a level that, the Trustee's opinion, may not sustain the operations of the Trust and the other uses for the Overpayment Balance contemplated hereunder or under the Asset Purchase Agreement beyond a period of six (6) months following such determination, then at the direction of the Trustee, subject to approval by the Court, if required, the Servicer shall include with its billing to Keep Policy Investors of the portion of the Administrative Fee payable by such Keep Policy Investors such additional amount as so determined by the Trustee, to fund the continued operations of the Trust for such period as the Trustee shall deem to be appropriate. All such amounts collected by the Servicer from the Keep Policy Investors on behalf of the Trustee under this Section 13.2 shall be paid to the Trustee not later than seven (7) days after receipt thereof from the Keep Policy Investors.

14. Insurance and Indemnification. During the Term of this Agreement, Servicer will maintain in full force and effect certain insurance as hereafter set forth. Additionally, the parties agree to certain indemnifications as hereafter set forth.

14.1. Servicer's Insurance. Servicer will maintain or cause to be maintained, at its sole cost and expense: (a) all legally required insurance coverage relating to its employees, including but not limited to worker's compensation insurance and employer's liability insurance; (b) "all risks" protection on Servicer's personal property, including but not limited to fixtures, furnishings, and equipment; and (c) errors and omissions insurance covering Servicer for the performance of the case management functions or other duties in connection with this Agreement, with such coverage to be in an amount of not less than Two Million Dollars (\$2,000,000). All such insurance will be in such amounts and with such insurers as the Servicer may determine and reasonably approved by Trustee and the Trustee shall be named as an additional insured party under such insurance policy.

14.2 Indemnification. Each party hereto agrees to indemnify, hold harmless and reimburse (in such case, an "Indemnifying Party") the other party and its managers, officers, members, employees, agents, representatives and affiliates (each, in such case, an "Indemnified Party" from and against any and all expenses, losses, damages, liabilities, demands, charges and claims of any nature whatsoever (including reasonable attorneys' and accountants' fees and expenses as such fees and expenses are incurred), joint or several, paid or incurred ("Losses") by such Indemnified Party in connection with or arising out of this Agreement to the extent any such Losses arise from or are related to a breach of this Agreement by such Indemnifying Party; provided, however, that an Indemnifying Party will not be responsible under the foregoing

provisions with respect to any Losses to the extent that a court of competent jurisdiction shall have determined by a final judgment that such Losses resulted from an Indemnified Party's willful misconduct, bad faith or gross negligence. The provisions of this section shall survive the termination of this Agreement.

15. Default; Remedies.

15.1 Default. Each of the following shall constitute a Default under this Agreement:

(i) a material failure by Servicer to remit to the Trustee or a Keep Policy Investor any monies received and required to be transferred to the Trustee or such Keep Policy Investor under the terms of this Servicing Agreement;

(ii) a failure by Servicer or the Trustee to duly observe or perform in any material respect any of his or its respective covenants or agreements set forth in this Agreement;

(iii) a failure by Servicer to maintain any required license to perform the business contemplated by this Agreement;

(iv) a decree or order of a court or agency or supervisory authority having jurisdiction for the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, including bankruptcy, marshaling of assets and liabilities or similar proceedings, or for the winding-up or liquidation of its affairs, shall have been entered against Servicer, except an involuntary decree that is dismissed within sixty (60) days following the filing thereof;

(v) Servicer shall admit in writing its inability to pay its debts generally as they become due, file a petition to take advantage of any applicable insolvency, bankruptcy or reorganization statute, make an assignment for the benefit of its creditors, voluntarily suspend payment of its obligations or permanently cease its normal business operation.

15.2 Remedies. If there shall occur a Default by either party hereto (except as excused by the other party's Default), the party claiming default will make written demand to remedy such Default. If the defaulting party fails to comply with such written demand within thirty (30) days after receipt thereof (an "Event of Default"), the non-defaulting party will have the option to waive such Event of Default, or may terminate this Agreement and/or exercise any remedy available at law or in equity; provided, however, that if Servicer validly exercises its right to terminate this Agreement pursuant to this section, Servicer shall, upon the written request of the Trustee prior to such termination, continue to perform the services described in this Agreement for a reasonable period of time not to exceed ninety (90) days to allow for the Trustee to obtain a successor servicer.

15.3 Termination. In the event this Agreement is terminated by the Trustee due

to an Event of Default by the Servicer, the Servicer shall, upon written request from the Trustee, within a reasonable period of time but in no event longer than thirty (30) days, prepare, execute and deliver to any successor entity designated by the Trustee, any and all documents and other instruments, place in such successor's possession all files relating to the Keep Policies and Viator Files serviced by Servicer for Trustee, and do or cause to be done all other acts or things necessary or appropriate to effect the purposes of such termination, at Servicer's expense. The Servicer shall cooperate with the Trustee and any such successor in effecting the termination of the Servicer's responsibilities and rights hereunder.

16. Court Proceedings. The Receiver in the Court Proceeding shall request and obtain as a prerequisite to the commencement of this Agreement, the Court's approval of this Agreement.

17. Miscellaneous. It is further agreed as follows:

17.1 Time. Time is of the essence in each provision of this Agreement.

17.2 Notices. Unless otherwise provided herein, any notice, demand or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been given when delivered personally, by telefacsimile or electronic mail (with a confirming copy sent within one (1) Business Day by any other means described in this Section 17.2), to the party designated to receive such notice, demand or communication, or on the Business Day following the day sent by a nationally recognized overnight courier directed to the following addresses or to such other or additional addresses as any party might designate by written notice to each other party:

If to the Trustee:

With a copy to:

And a copy to: Roberto Martinez, Receiver  
Colson Hicks Eidson  
255 Aragon Avenue  
Second Floor  
Coral Gables, FL 33134  
Telephone: (305) 476-7400  
Telefacsimile: (305) 476-7444  
Email: [bob@colson.com](mailto:bob@colson.com)

And a copy to: David L. Rosendorf, Esq.  
Kozyak Tropin & Throckmorton, P.A.  
2525 Ponce de Leon Boulevard  
9th Floor  
Coral Gables, FL 33134  
Telephone: (305) 372-1800  
Telefacsimile: (305) 372-3508  
Email: [drosendorf@kttlaw.com](mailto:drosendorf@kttlaw.com)

If to the Servicer: VSI Acquisition Services, LLC  
Attn.: Jan-Eric Samuel  
43 South Pompano Parkway, #112  
Pompano Beach, FL 33069  
Facsimile: (954) 582-0223

With a copy to: Lynch, Brewer, Hoffman & Fink, LLP  
Attn: Patrick J. Kinney, Jr., Esq.  
101 Federal Street, 22nd Floor  
Boston, MA 02110  
Telephone: (617) 951-0800  
Telefacsimile: (617) 951-0811  
Email: [pkkinney@lynchbrewer.com](mailto:pkkinney@lynchbrewer.com)

or to such other place and with such other copies as either party may designate as to itself by written notice to the other party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

17.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and there are no agreements, understandings, warranties or representations between the parties except as set forth herein.

17.4 Binding Effect. This Agreement will inure to the benefit of and bind the respective successors and permitted assigns of the parties.

17.5 Severability. If any provision of this Agreement is determined by a court having jurisdiction to be illegal, invalid or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby, It is the intention of the parties that if any provision is so held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible that is legal, valid and enforceable.

17.6 Headings. The headings used in this Agreement are for ease in reference only and are not intended to affect the interpretation of this Agreement in any way.

17.7 Counterparty Execution. This Agreement may be executed in counterparts, each of which will be deemed an original document but all of which will constitute a single

document. This document will not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to each other party to this Agreement.

17.8 Assignment. The rights of the parties under this Agreement cannot be assigned in whole or in part without the prior written consent of each nonassigning party.

17.9. Amendment. None of the provision of this Agreement can be changed, waived, discharged or terminated, except by a document in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought

17.10. Approvals. When approval by any party is required under this Agreement, such approval will not be unreasonably withheld, conditioned or delayed. Unless provision is made for a specific period of time, the period of time in which the right of approval will be exercised will be ten (10) days. If the party whose approval is requested neither approves nor disapproves a proposed action within the applicable period, the party will be deemed to have given approval. If a party disapproves any action proposed by any other party, such disapproval will not be effective unless the reason for such disapproval is stated in writing and provided to the party proposing the action.

17.11 No Waiver. No waiver of any action or default by any party will be implied from the failure or delay by the other party to take any action in respect of such action or default. No express waiver of any condition precedent or default will affect any other default or extend any period of time for performance other than as specified in such express waiver., One or more waivers of any default in the performance of any provision of this Agreement will not be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any action or request by any party will not be deemed a waiver of any subsequent default in the performance of the same provision or any other provision. The consent to or approval of any act or request by any party will not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act or request. The partial exercise of any right or remedy under this Agreement will not preclude any other or further exercise thereof or the exercise of any other right or remedy. No course of dealing between the parties will be deemed to amend the terms of the Agreement or to preclude any party from exercising the rights and remedies herein contained notwithstanding such course of dealing. The rights and remedies provided in this Agreement are cumulative and no right or remedy will be exclusive of any other, or of any other right or remedy at law or in equity which any party might otherwise have by virtue of a default under this Agreement and the exercise of any right or remedy by any party will not impair such party's standing to exercise any other right or remedy.

17.12 No Partnership. Nothing contained in this Agreement and no action by the parties taken as a result of or incident to this Agreement will be deemed or construed by the parties or by any third person to create the relationship, or a joint venture, or any association between or among any of the parties.

17.13. Fiduciary Status of Trustee. Notwithstanding anything herein or in the Asset Purchase Agreement to the contrary, it is expressly acknowledged and agreed that \_\_\_\_\_ as Trustee of the Trust is executing all documents related hereto in his fiduciary capacity only and neither he nor any of his personal assets or business interests will have any liability hereunder or in connection with the transactions contemplated hereby.

17.14. Limitation of Servicer Liability Notwithstanding anything in this Agreement or the APA to the contrary, it is specifically recognized and agreed that the Servicer liability hereunder shall be limited as follows: (a) the Servicer shall not be liable for any error of judgment made in good faith unless it shall be determined that the Servicer has committed fraud, gross negligence or with willful misconduct; (b) Servicer will not be responsible for any amount of expected or anticipated death benefits or other maturity proceeds under any Keep Policy in the event that an issuing life insurance company denies such benefit or; and (c) Servicer will not be responsible or liable for the validity, perfection, priority, continuation or value of any death benefit or maturity proceeds, of any Keep Policy, or any security interest or the value or collectability of the same.

17.15 Protection of Confidential Information. The Servicer shall keep confidential and shall not divulge to any part, without the Trustee's prior written consent, any information pertaining to any insured under a Policy File, except to the extent that it is appropriate for the Servicer to do so in connection with its obligations under this Agreement and in connection with its dealings with legal counsel, auditors, taxing authorities or other governmental agencies.

**IN WITNESS WHEREOF**, the Servicer and the Trustee have caused their names to be signed hereto by their respective Officers thereunto duly authorized as of the day and year first above written.

**TRUSTEE:**

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

**SERVICER:**

VSI ACQUISITION SERVICES, LLC

By: \_\_\_\_\_  
Name: Jan-Eric Samuel  
Title: Manager

