

## NOTICE TO INVESTORS

As you know, on May 3, 2004 the SEC filed a complaint against Mutual Benefits Corporation ("MBC"), Viatical Services, Inc. ("VSI") and Viatical Benefactors, LLC ("VBLLC"). In connection with that Complaint the federal judge overseeing the SEC case, Judge Federico Moreno, appointed Roberto Martínez as Receiver of MBC, VSI and VBLLC. Mr. Martínez is also the Receiver of Anthony Livoti and Anthony Livoti, P.A. but only in their capacity as named trustee with respect to the MBC policies. The Receiver was charged with the responsibility of overseeing the administration of over 7,000 policies, including the payment of premiums and the collection of death benefits. However, funds for premium payments will be spent within approximately the next fifteen months so the Receiver does not have enough money to continue paying the premiums on all policies until the policies mature.

On September 14, 2005, Judge Moreno entered an Order on Disposition of Policies and Proceeds (the "Disposition Order") directing the Receiver to give investors a choice between (a) selling their interest in a policy, (b) keeping the interest and paying the cost of administering the policy, including, in most instances, the payment of premiums, or (c) surrendering their interest in the policy. A copy of the Disposition Order is posted on the Receiver's website at [www.mbcreceiver.com](http://www.mbcreceiver.com). If you do not have access to a computer, you may obtain a copy of the Disposition Order by requesting a copy from the Receiver at MBC, 43 South Pompano Parkway, PMB #112, Pompano Beach, Florida 33069. You should read the Disposition Order.

Most policies have several investors (in some cases over 100 investors) who have an interest in that particular policy. The majority (measured by investment amount) of those investors making an election will choose whether to sell, keep, or surrender a policy. As to each policy, only those investors who vote will determine what happens to the policy. **If the majority (measured by investment amount) choose to dispose of the policy, whether by sale or surrender, you will receive your pro rata share of the proceeds less any expenses of sale.**

Your choice will not prevent you from also filing a claim in the Receivership. Your choice will not constitute a basis for your claim in the Receivership to be denied. Your choice will not result in unfair treatment of you in determining the ultimate recovery on your claim in the Receivership. However, the financial return or loss resulting from your choice will affect the amount of your claim in the Receivership. The Court has not yet ordered a Plan of Distribution for the Receivership.

Attached is a Preference Option Form and Policy Detail. You are receiving one of these for each policy in which you have an interest. You may choose different options for different policies but **you may only choose one option for each policy interest.**

### Option A: Selling the Policy

If the majority (measured by investment amount) of investors on each policy vote to sell the policy described on the attached Policy Detail (the "Policy"), then your interest will be assigned to the Receiver and the Receiver will try to sell the Policy. Before selling the Policy the Receiver will file a motion with the Court to approve the sale of the Policy and you will receive notice of that motion if a policy in which you have an interest is being sold. If the Receiver cannot sell the Policy he will surrender the Policy and seek whatever cash value, if any, is in the Policy. It is possible the Policy will have no cash surrender value. If the Policy has cash surrender value greater than the highest offer received by the Receiver for the Policy, he will probably surrender the Policy instead of selling it.

**If the majority (by investment amount) of investors with an interest in the Policy choose to sell the Policy, then the Policy will be sold by the Receiver even if you want to retain your interest.** If a majority (by investment amount) of investors do not agree to sell the Policy, then the Receiver will not be able to sell the Policy. However, if you still want to sell your interest in the Policy, rather than keep your interest and pay the premiums and administrative fees, the Receiver will try to sell your interest in the Policy to other investors in the Policy for the highest offer. You may ultimately decide to accept or reject that offer, but if you reject it, **your interest will be forfeited.** A purchaser will only pay a percentage of face value of a policy. By way of example only, recently AIDS policies have sold for between 4% and 11% of face value; recently Life Settlement policies have sold for between 10% and 33% of face value. There is no guarantee these prices can be achieved if your Policy is sold. Many factors will control the price including the insured's health and how many policies are being sold at one time. The net proceeds to you, after deducting the costs of sale, may be small. **If you sell your interest in the Policy, you forever relinquish and waive any rights or claims against the insurance company relating to that Policy.**

### Option B: Keeping the Policy

If the majority (measured by investment amount) vote to keep the Policy then:

a) You, as well as other investors with an interest in the Policy, will share the cost of administering the Policy, as well as the ultimate distribution of the death benefit when the Policy matures. Your share of the cost and your share in the death benefits will be based on your percentage interest in the Policy. The Court has directed that VSI will continue to administer the Policy (pay premiums, change beneficiaries and investor addresses, keep track of matured policies, and will assist in collection and distribution of death benefits when the Policy matures). The initial annual charge for this service will be \$195.00 per Policy (divided between all investors assigned to the Policy) and \$175.00 per investor per Policy<sup>1</sup>; investors located in foreign countries will be assessed a slight surcharge to cover the additional mailing costs. VSI administrative charges must be paid even if there is no premium payment obligation for the Policy interest.

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<sup>1</sup> VSI will charge a policy fee and a per investor fee. The latter fee will include one change (beneficiary, address, etc.) per year; there will be an additional charge for additional changes. The annual policy fee, the annual investor fee, and additional fees, may be adjusted from year to year.

b) In order to administer the policies on behalf of the investors, the nominal ownership of the policies will continue to be controlled by the Receiver, although prior to the termination of the Receivership the Receiver will seek court approval to appoint a trustee, subject to a court-approved trust agreement, to serve as nominal owner on behalf of investors until the policies mature. If there is a charge for the trustee, you will be advised of the charge at the time the motion to appoint the trustee is filed with the Court.

c) Each investor will become a named beneficiary (if not already a named beneficiary) of the policy in which the investor has an interest, unless prohibited by the insurance company (which sometimes won't allow more than one beneficiary on a policy), in which case, the beneficiary will be the Receiver, and at the appropriate time, the Receiver's successor Trustee. At maturity the proceeds will be turned over to the investor.

d) In order to avoid the cost of tracking down every beneficiary to a policy each time a beneficiary needs to be changed (death in the family, change from an IRA to the individual, etc.) the attached preference form contains a power of attorney. By signing the form, you give the Receiver, and any successor to the Receiver appointed by the Court, authority to sign forms for you to change the beneficiary on the Policy. The only time the Receiver may change YOU as the beneficiary is (i) if you give the Receiver permission or (ii) if you fail to pay your share of premiums or administrative costs of the Policy, and therefore forfeit your interest in the Policy.

e) You will also be required to pay your share of any premiums due to keep the policy in effect and active. VSI will send you an invoice annually, ninety (90) days in advance, to pay premiums. Some policies will not immediately require premium payments (the "Delayed Premium Obligation") because (i) the Policy is still within MBC's original life expectancy projection (which projection may not be accurate); or (ii) the policy is on "premium waiver", meaning the premiums don't need to be paid for a while; or (iii) there is some "cash value" in the policy which will pay the premium obligation for a certain period of time. The attached Policy Detail advises you whether your policy has a Delayed Premium Obligation, and the estimated date when premium payments will first need to be paid. VSI administrative fees must be paid whether or not you have an immediate obligation to pay premiums. **FAILURE TO TIMELY PAY VSI ADMINISTRATIVE FEES OR PREMIUM PAYMENTS WILL RESULT IN FORFEITURE OF YOUR POLICY INTEREST.** If one or more investors in the Policy do not want to keep their interest in the Policy or pay their share of the administrative fees or premium costs, and, if the Receiver cannot sell that investor's interest in the Policy to the other investors in the Policy, the Receiver will try to reduce the amount of the Policy (and the premiums) so that the Policy can continue without the missing funds. This option is only available if your Policy is a universal policy.

If you retain your interest in the Policy, subject to the risks outlined below, you will receive your pro rata share of the death benefits when the Policy matures. The risks of investment have not changed since the time of your initial investment, and in fact, in certain instances are increased, primarily because you will share the obligation to maintain the Policy with many other investors. These risks include, but are not limited to, the following: (a) If at any time until the Policy matures, you, or any other investor retaining his interest in the Policy, fails to timely pay any premiums due, and the other investors don't assume the obligation to pay the non-paying investor's premium obligation pro rata, **the Policy may be sold, and if it cannot be sold, it could be surrendered, and you could lose your entire investment.** (b) Your obligation to pay the premiums and the cost of administering the Policy will continue until the Policy matures, and the Policy may not mature for many years. (c) Unless your Policy is a whole-life policy, the annual premium costs could increase each year significantly until the Policy matures and there is no way to calculate how much those premiums could increase until the Policy matures. There is no guarantee how long a Delayed Premium Obligation will pay, or reduce the cost of, premium payments. (d) In certain instances the face amount of the Policy may actually decrease or the Policy value could be lost completely so that you may lose all or part of your investment. (e) In certain instances a viator cannot be located and the Policy could mature without anyone's knowledge. (f) If the insurance company refuses to pay death benefits upon maturity you may lose all or part of your investment.

### **Option C: Surrendering the Policy**

If the majority (measured by investment amount) of investors vote to surrender the Policy (return the Policy to the insurance company for possible cash value), then the Receiver will seek to surrender the Policy, and obtain some cash value from the policy surrender. However it is possible that the Policy has no cash surrender value, resulting in a total loss of your investment. **If you surrender your interest in a policy, you forever relinquish and waive any rights or claims against the insurance company relating to that Policy.**

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**PLEASE READ THE RISK SECTION ABOVE FOR EACH OPTION CAREFULLY.** We have attached a preference form that you need to complete and return to the Receiver so that the form is received no later than April 14, 2006. **Please choose Option A, Option B, or Option C.** Also indicate on the form whether you would be interested in purchasing another investor's interest if it is sold.

Thank you.