

Exhibit C

LAW OFFICES
OF
ANTHONY M. LIVOTI, JR., P.A.

ATTORNEYS AND COUNSELORS AT LAW

721 N.E. 3RD AVENUE

FORT LAUDERDALE, FLORIDA 33304

(954) 483-3777

ANTHONY M. LIVOTI, JR.
MEMBER OF FLORIDA, NEW YORK
& WASHINGTON BARS

ROBERT F. BISSONNETTE
MEMBER OF FLORIDA BAR

June 25, 1996

OF 20/1/1996

DONALD E. OSWALD
MEMBER OF FLORIDA BAR

KENNETH D. TABUE
MEMBER OF FLORIDA
& TEXAS BARS

Mutual Benefits Corp.
2881 E. Oakland Park Blvd. #2
Ft. Laud. Fl. 33306

Re: Letter of Engagement

Gentlemen:

This letter will confirm our agreement wherein I will act as Trustee for certain life insurance policies at the rate of \$200.00 per policy plus \$150.00 per policy in order to engage the services of Viatical Services, Inc. I will act according to the Trust Agreement which will be executed by the beneficiaries, Mutual Benefits Corp. and myself. Attached hereto are copies of the Trust and Service Agreements.

Accordingly, at the time of closing of each policy the escrow agent will disburse on a weekly basis the \$200.00 fee per policy, and the \$150.00 fee per policy for the service contract and all premiums collected for future payment on said policies. All premium payments will be deposited into a Special Escrow Account.

Additionally, Mutual Benefits Corp. will guarantee a minimum payment to me as Trustee of \$5,000.00 per month and a maximum payment not to exceed \$10,000.00 per month. Mutual Benefits Corporation has agreed to pay a \$10,000.00 retainer which shall be credited to billings over a 12 month period. Mutual Benefits Corp. further agrees to maintain contact with the Trustee and to respond to inquiries by the Trustee within 48 hours. This agreement may be terminated by either party upon 90 days written notice.

In performing my duties as Trustee, I shall not incur any liability to Mutual Benefits Corporation for any damages, losses or expenses which either party may sustain or incur unless the same is the direct result of the gross negligence or intentional misconduct of the Trustee. Trustee shall be protected in any action taken or omitted in good faith with respect to the Trustee's duties and responsibilities. Mutual Benefits Corp. hereby agrees to indemnify and hold harmless Trustee from and against all losses, claims, damages, liabilities, and expenses which the Trustee may sustain or

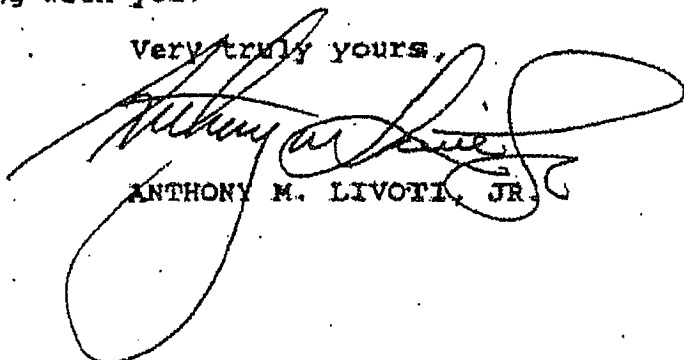
incur hereunder, including, without limitation, attorney fees, which may be imposed upon Trustee or incurred by Trustee in connection with the performance of Trustee's duties.

This agreement shall commence as of June 1, 1996.

In the event this letter does not reflect our understanding, please advise me immediately, otherwise, this letter will be considered as a binding contract between ourselves. Please sign a copy and return same to me.

Thank you for allowing me the opportunity to act as Trustee and I look forward to working with you.

Very truly yours,

A large, stylized handwritten signature in black ink, appearing to read "Anthony M. Livotti, Jr.", is written over the typed name.

ANTHONY M. LIVOTTI, JR.

AML:as

MUTUAL BENEFITS CORP.

TRUST AGREEMENT

THIS TRUST AGREEMENT is entered into this _____ day of _____ 200____, between _____ hereinafter referred to as the VIATICAL SETTLEMENT PURCHASER (PURCHASER) and _____ hereinafter referred to as the TRUSTEE.

1. The PURCHASER acknowledges entering into a separate written Viatical Settlement Purchase Agreement with MUTUAL BENEFITS CORP. through which PURCHASER has agreed to buy all of or a portion of the death benefit in a life insurance policy(ies), and has elected to have a trustee perform certain services that MUTUAL BENEFITS CORP. does not provide.

2. The PURCHASER hereby agrees that the Trustee, or a viatical settlement company licensed by the state where the insured resides, will be recorded as the owner of the life insurance policy that the PURCHASER has agreed to buy all of or a portion of a death benefit of pursuant to the Viatical Settlement Purchase Agreement. The PURCHASER also acknowledges and agrees that the Viatical Settlement Purchase Agreement provides that in the event an insurance company limits the total number of beneficiaries to be recorded on a single life insurance policy that the owner of the life insurance policy, the TRUSTEE, a bank or an escrow agent may be designated and recorded as the beneficiary of record in the place of the PURCHASER and as such may receive payment of the death benefit from the insurance carrier on the PURCHASER's behalf and will disburse to the PURCHASER his/her share of the life insurance policy(ies) death benefit.

3. The PURCHASER acknowledges that certain post-closing activities must be performed in order to maintain the PURCHASER's interest in the policy(ies) death benefit. The PURCHASER agrees that the TRUSTEE, may contract with a servicing company to provide these post-closing services, including, but not limited to, timely notifying the TRUSTEE of premium due dates, maintaining current contact information on the insured, tracking the insured's status (alive or not alive), monitoring the status of disability claims by the insured(s), converting group life insurance policies to individual plans of insurance and filing claims for benefits and death.

certificates with the insurance company(ies). The PURCHASER has been given the option of hiring a company to perform these services other than Viatical Services, Inc., but has declined.

4. The TRUSTEE, has entered into a contract with Viatical Services, Inc., to provide post-closing services. The TRUSTEE retains the right to engage other servicing companies in its sole discretion to provide post-closing services. Fees for post-closing services are paid at the time of closing and are provided at no charge to the PURCHASER.

5. The TRUSTEE has agreed to hold in escrow future premiums received at the time of closing for the projected life expectancy of any policy in an interest-bearing account(s). The accrued interest on the TRUSTEE'S account, unused premiums and other funds or property held by the trustee are not the property of the Purchaser, and the Purchaser has no right to any funds or property held by the TRUSTEE. Interest earned on the TRUSTEE'S account(s) and any unused premiums may be retained in the TRUSTEE's account as a reserve for payment of premium on any policy where the insured outlives the projected life expectancy or premiums increase as a result of policy conversion or rate increases. This reserve may be used by the TRUSTEE as needed, to the extent funds are available, to pay premiums for any policy(ies) the TRUSTEE owns.

6. Viatical Services, Inc., has agreed to establish a premium reserve account to pay premiums on a policy(ies) that it services that exceeds life expectancy, provided that the TRUSTEE has applied for disability premium waiver when available and has first exhausted all funds provided to the TRUSTEE for that policy, and exhausted all available reserves that have accumulated in his account as described in paragraph five.

7. Future premiums on a policy will be paid or satisfied by (1) application for disability premium waiver when applicable, (2) payment by the TRUSTEE from funds designated for the particular policy at the time of closing, (3) payment by the TRUSTEE from the reserve funds as described above, which have accumulated in the TRUSTEE's account, (4) Viatical Services, Inc., up to the amount of funds in its premium reserve account, or any other service company that provides premium coverage as part of its service, or (5) pro rata by the PURCHASER(S).

8. If, for any reason, the TRUSTEE cannot confirm that future premiums on any policy will be satisfied from the sources outlined in the first four options listed in paragraph seven above, then the TRUSTEE will notify the PURCHASER ninety (90) days before the next premium is due. Upon receipt of such notice, PURCHASER will provide the TRUSTEE with his/her pro rata share of the premium payment. If any PURCHASER fails to pay his/her pro rata share of the premium payment, then the other PURCHASER(s) on the policy shall have the right to pay the remaining balance due and shall thereafter have the right to recover the amount paid from the delinquent PURCHASER(s). The TRUSTEE shall also have the right, but not the obligation, to pay the pro rata share of any PURCHASER(s) failing to pay his/her pro rata share of the premium payment from his own funds. The TRUSTEE shall also have the right, but not the obligation, to file suit for the recovery of the amount(s) paid on behalf of the delinquent PURCHASER(s). In the event of any litigation arising from this paragraph, the prevailing party shall be entitled to recover attorney's fees and court costs.

9. The TRUSTEE, or his successor in trust, shall not be responsible for, or liable on account, of any conduct of performance or non-performance of any third party(ies), its agents or employees.

10. When the TRUSTEE is notified of the death of an insured, the TRUSTEE shall assist the PURCHASER in being paid the PURCHASER'S pro rata share of the death benefit payable under the life insurance policy(ies) in which the PURCHASER has acquired an interest. Once the PURCHASER is paid, the TRUSTEE's duties under this Agreement shall immediately cease and the TRUSTEE shall be thereafter forever relieved and fully discharged from any liability or responsibility in connection herewith.

11. The PURCHASER acknowledges that the TRUSTEE is not an employee of any of the parties to this transaction, but is only engaged to perform the post-closing services as described herein. The TRUSTEE is paid a fee for his services at the time of closing, as part of the acquisition cost of a policy.

12. The TRUSTEE shall have the right to resign as TRUSTEE, but shall provide the PURCHASER(S) with 90 days notice prior to the effective date of said resignation. After resigning, the TRUSTEE shall have no further duties or obligations to the PURCHASER, except to see that the policy is transferred to a successor TRUSTEE.

13. In the event that more than one party makes claim to a policy or beneficial interest of a policy, the TRUSTEE may interplead the policy or any funds therefrom into a court of competent jurisdiction. Thereafter, the TRUSTEE shall be released from any and all liability relating to or arising from the policy or the underlying transaction.

14. The PURCHASER shall indemnify the TRUSTEE, or any officers or employees of the TRUSTEE and hold the TRUSTEE harmless from and against any and all claims, actions, suits, proceedings, whether groundless or otherwise, and from and against any and all liability, loss, damage, cost and expense of every nature whatsoever, arising out of this Agreement or the transactions contemplated hereby, unless any such loss, liability, damage, cost or expense is directly caused by the gross negligence or willful misconduct of the TRUSTEE.

15. The Agreement shall be binding upon the PURCHASER's heirs, representatives, and/or assigns and the TRUSTEE's successors.

16. If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect any other provision which can be given effect without the invalid provision or application, and to this end the provisions hereof shall be severable.

17. This Agreement shall be governed and construed under the laws of the State of Florida. The jurisdiction of all actions arising out of this Agreement and/or relating to its validity shall be in the State of Florida and the parties stipulate and agree that venue for any such action shall be in Broward County, Florida.

18. All notices or correspondence shall be provided to the parties at the addresses below:

19. The PURCHASER agrees to notify, in writing, the TRUSTEE of any change in his/her address.

20. At the TRUSTEE'S request, the PURCHASER also agrees to timely execute any additional document(s) that may be necessary for the continued maintenance of a policy.

TRUSTEE:

NAME: _____
ADDRESS: _____

TRUSTEE SIGNATURE

**VIATICAL SETTLEMENT
PURCHASER(S)**

Signature

Print Name (First, Middle, Last)
(Circle one) Mr. Mrs. Ms.

Dated: _____

Address

City, State, Zip

Telephone Number

Facsimile Number

**VIATICAL SETTLEMENT
PURCHASER(S)**

Signature

Print Name (First, Middle, Last)
(Circle one) Mr. Mrs. Ms.

Dated: _____

Address

City, State, Zip

Telephone Number

Facsimile Number

AMENDED SERVICE AGREEMENT

THIS CONTRACT entered into this ____ day of _____, 1998, between VIATICAL SERVICES, INC., and ANTHONY M. LIVOTI, JR., P.A., upon the following terms and conditions:

WHEREAS, the Parties have entered into a previous Service Agreement(s) and now wish to amend all of those previous agreement(s) as set forth herein.

WHEREAS, ANTHONY M. LIVOTI, JR., P.A., is desirous of contracting for certain services concerning the tracking of terminally ill individuals who have sold their interest(s) in certain life insurance policies, and

WHEREAS, ANTHONY M. LIVOTI, JR., P.A., has entered into a Trust Agreement, a copy of which is attached as Exhibit "A", with the purchaser(s) of certain life insurance policies which, sets forth the obligations of ANTHONY M. LIVOTI, JR., ESQ., as TRUSTEE, and provides the TRUSTEE with the right to contract for the performance of certain post closing services which include, but are not limited to, tracking the Insured to ascertain the physical condition of the Insured, monitoring the status of disability claims by the Insured, converting group policies to individual plans of insurance, notifying the insurance company when the Insured dies, and notifying the TRUSTEE of the status of the premium payments, as well as any other changes in the status of the insurance policy/policies.

WHEREAS, VIATICAL SERVICES, INC., is a company with the resources to provide schedules for prompt and timely payment of policy premiums, tracking the whereabouts and

medical conditions of the insureds, monitoring disability claims and conversions of policies and assistance in obtaining death certificates and the filing of claims for benefits.

WHEREAS, ANTHONY M. LIVOTI, JR., ESQ., wants to insure that VIATICAL SERVICES, INC., has sufficient financial resources available to complete the services called for under this agreement for the term of the policies subject hereto and

WHEREAS, VIATICAL SERVICES, INC., has agreed to create sufficient financial reserves to provide the services called for herein during the term of all life insurance policies covered by this agreement;

NOW THEREFORE, in consideration of the mutual covenants as outlined above, plus the payments as outlined below, the parties agree as follows:

1. ANTHONY M. LIVOTI, JR., P.A., shall hire, engage and contract for the services of VIATICAL SERVICES, INC., for the sum of \$ 450.00 per policy.

2. VIATICAL SERVICES, INC., shall provide to ANTHONY M. LIVOTI, JR., P.A., the following services:

a. a premium payment schedule for each policy. The schedule shall include the name of the insurance company to be paid, the amount of payment, and whether the payment is monthly, quarterly, annually or has been waived. Such information shall be provided on a weekly basis;

b. a report showing the whereabouts, including address, and medical condition of the insured. This report shall be provided on a bi-monthly basis;

c. prepare for filing of all necessary documents with each insurance company including premium waivers, policy conversions, death certificates and those documents

necessary for the payment of the proceeds of the policy to the beneficiaries upon the death of the insured;

d. prepare all notices to the TRUSTEE of the status of the premium payments as well as any changes in the status of the insurance policy;

e. keep and maintain logs of the contacts with patients or other individuals, records of addresses and phone numbers of those contacts, result of the contacts, and any suggested action to be taken in order to provide accurate information about the insureds;

f. prepare notices to the TRUSTEE as to monies needed to pay premiums as per the terms of the Trust Agreement. Said notices shall be provided to Anthony M. Livoti, Jr., one hundred twenty (120) days prior to the premium being due.

g. make any premium payments for policies that exceed the life expectancy, provided that the TRUSTEE has applied for disability waiver when available and has first used all funds provided to the TRUSTEE for that policy, and has used all available funds in the premium reserve account referenced in the attached Trust Agreement.

3. Future premiums on a policy will be paid or satisfied by (1) application for disability waiver when applicable, (2) payment by the TRUSTEE from funds designated for the particular policy at the time of closing, (3) payment by the TRUSTEE from funds as described above which have accumulated in the premium reserve account, (4) Viatical Services, Inc., and (5) pro rata by the policy beneficiaries.

4. In consideration for undertaking the obligations set forth above in paragraph 2g, VIATICAL SERVICES, INC. hereby acknowledges receipt of a deposit in the amount of \$200,000.00 and additional \$100.00 per policy, paid at the time of closing by the Escrow Agent.

These funds are on deposit in an interest bearing account maintained by an attorney acceptable to both the TRUSTEE and VIATICAL SERVICES, INC. These funds are maintained by VIATICAL SERVICES, INC. for the payment of any future premiums in accordance with paragraph 3 above.

5. VIATICAL SERVICES, INC., shall maintain a money market account to hold all such funds as are necessary to meet the operating expenses of VIATICAL SERVICES, INC., for a period of two years. This account shall require two (2) signatures, one of which must be that of ANTHONY M. LIVOTI, JR., ESQ. VIATICAL SERVICES, INC., shall provide ANTHONY M. LIVOTI, JR., ESQ., copies of its monthly operating expense report and shall place into the escrow account all income which exceeds operating expenses, including all state and federal taxes, until such time as the escrow account has sufficient funds to pay two years' operating expenses of VIATICAL SERVICES, INC., calculated on a three month average of the most recent monthly expense report.

6. VIATICAL SERVICES, INC., shall keep and maintain Errors and Omissions Insurance coverage in the minimum amount of One Hundred Thousand (\$100,000.00 Dollars). The TRUSTEE, shall also be named as a co-beneficiary of the policy and VIATICAL SERVICES, INC. shall also provide a copy of the complete policy to him.

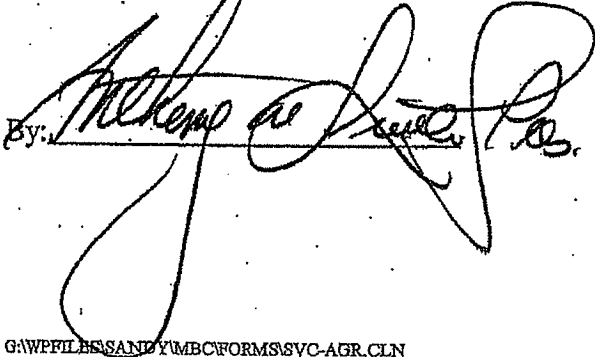
7. This Agreement may be terminated by ANTHONY M. LIVOTI, JR., P.A. upon thirty (30) days written notice to VIATICAL SERVICES, INC. VIATICAL SERVICES, INC. may terminate this Agreement on a go forward basis only upon ninety (90) days written notice delivered to the TRUSTEE. The addresses used for such notices are listed below:

ANTHONY M. LIVOTI, JR., P.A.
721 NE 3rd Avenue
Fort Lauderdale, FL 33304

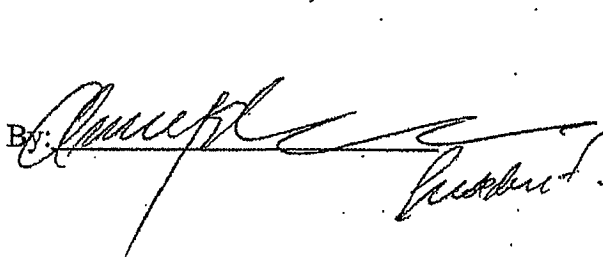
VIATICAL SERVICES, INC.
2755 E. Oakland Park Boulevard, #230
Fort Lauderdale, FL 33306

8. In the event that VIATICAL SERVICES, INC. elects to terminate this agreement, its obligations for all policies subject to this agreement shall become fixed upon the expiration of the ninety (90) day period set forth in paragraph 6 above. It is stipulated and agreed between the parties that upon termination, VIATICAL SERVICES, INC. shall continue to perform the services described in this agreement on all policies for which it has already been paid a servicing fee. Additionally, all funds maintained by VIATICAL SERVICE, INC. for the payment of future premiums and the funds maintained in the operating account shall remain on deposit and the use of those respective accounts shall continue to be governed by the terms of this agreement.

ANTHONY M. LIVOTI, JR., P.A.

By: 

VIATICAL SERVICES, INC.

By: 

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Per Each Closing:

Escrow Legal Fees:	\$400.00
Livoti Fees:	\$200.00
VSI Fees:	\$2,500(+) - See Chart
VSI Premiums:	\$100.00

BRINKLEY, MCNERNEY, MORGAN, SOLOMON & TATUM, LLP
 ATTORNEYS AT LAW
 200 EAST LAS OLAS BLVD., SUITE 1800
 FT. LAUDERDALE, FL 33301
 P.O. BOX 522
 FT. LAUDERDALE, FL 33302-0522
 954-522-2200
 954-522-9123

FACSIMILE TRANSMITTAL COVER SHEET

DATE: April 2, 2001

TO: AMEER KHAN

FAX NO: 564-7443

PHONE NO: 564-0509

FROM: STEPHEN L. ZIEGLER, ESQ.

NUMBER OF PAGES (including cover page): 2

COMMENTS: Per your request enclosed is the fee schedule.

YSI SCHEDULE OF FEES

<u># OF PAGES</u>	<u>AMOUNT</u>
1 TO 10	\$2,500.00
11 TO 20	\$5,000.00
21 TO 30	\$10,000.00
31 TO 40	\$15,000.00
OVER 40	\$20,000.00