

Exhibit D

CONFIDENTIAL

ESCROW AGREEMENT - American Express Tax and Business Services Inc.

This **ESCROW AGREEMENT** ("Agreement") is by and between Mutual Benefits Corp., with an address at 200 East Broward Boulevard, 10th Floor, Fort Lauderdale, Florida 33301 ("MBC"); and American Express Tax and Business Services Inc., with an address at 2745 West Cypress Creek Road, Fort Lauderdale, FL 33309 ("Escrow Agent" and collectively with MBC, the "Parties").

WITNESSETH

WHEREAS, MBC is a licensed viatical settlement company principally engaged in the funding and purchasing of death benefits of certain life insurance policies ("Policies") insuring the life or lives of one or more individuals (individually and collectively, the "Viator"); and

WHEREAS, Escrow Agent desires to serve as an escrow agent in connection with the purchase by MBC of Policies on the lives of Viators; sale of such Policies to, and holding deposits from, purchasers; the payment of premiums on Policies; and the payments of death benefits as is more fully set forth in this Agreement; and

WHEREAS, both MBC and Escrow Agent agree that the sole relationship between them arising under this Agreement is an escrow arrangement; and

WHEREAS, MBC and/or Brinkley, McNerney, Morgan, Solomon & Tatum, LLP ("BMMS&T") shall provide administrative support to Escrow Agent in submitting certain information, documents, notices and instructions.

WHEREAS, Anthony M. Livoti, Jr., P.A. ("LIVOTT") currently serves as trustee responsible for the premiums escrowed by MBC for policies it purchases and will provide administrative support to the Escrow Agent in connection with the Premium Escrow Account and Beneficiary Trustee Escrow Account submitting certain information, notices and instructions; and

WHEREAS, MBC hereby agrees to indemnify and hold harmless the Escrow Agent for any acts and conduct made by Escrow Agent in reliance upon the administrative support, information, documents, notices and instructions received from LIVOTT and/or other trustee designated in writing by MBC ("TRUSTEE"), MBC and BMMS&T.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

I. APPOINTMENT

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MBC hereby appoints American Express Tax and Business Services Inc. as the Escrow Agent for the purposes set forth in this Agreement, and Escrow Agent hereby accepts appointment under the terms and conditions set forth in this Agreement.

II. ESCROW ACCOUNTS

A. Establishment of Escrow Accounts:

1. **Escrow Account.** Upon the execution of this Agreement, Escrow Agent shall establish and maintain an escrow account for the benefit of MBC named "American Express Tax and Business Services Inc.-MBC Purchase Escrow Account" (the "Purchase Escrow Account"). From time to time, MBC shall cause to be deposited with or assigned to Escrow Agent funds to be held in said escrow account, all funds to be used as described in Section III.B below:

2. **Premium Escrow Account.** Upon the execution of this Agreement, Escrow Agent shall also establish and maintain one or more additional escrow accounts, as requested by MBC, for the benefit of TRUSTEE. The first such account shall be named "American Express Tax and Business Services Inc.- Premium Escrow Account" and the name of any additional accounts shall be mutually agreed to by the Parties (individually and collectively, the "Premium Escrow Account"). From time to time, funds shall be deposited with the Escrow Agent for premiums for Policies purchased by MBC on behalf of purchasers.

3. **Beneficiary Trustee Escrow Account.** Upon the execution of this Agreement, Escrow Agent shall also establish and maintain a third escrow account for the benefit of purchasers named "American Express Tax and Business Services Inc.-Beneficiary Escrow Account" (the "Beneficiary Trustee Escrow Account"). From time to time, funds shall be received by the Escrow Agent upon the maturation of Policies for which Escrow Agent is beneficiary on behalf of purchasers and, at the direction of TRUSTEE, promptly disbursed to purchasers. The Beneficiary Trustee Escrow Account shall not be interest bearing unless otherwise agreed to in writing between MBC or TRUSTEE and Escrow Agent.

B. Investment of Funds in Purchase Escrow Account: During the term of this Escrow Agreement, the cash balance of the Purchase Escrow Account shall be invested and reinvested by the Escrow Agent at a bank mutually agreed upon by the Parties in a Money Market Account, or in a similar mutually approved fund or such other liquid investment account as MBC may from time to time designate in writing to Escrow Agent and which account is reasonably acceptable to Escrow Agent. The Escrow Agent, in its capacity as escrow agent hereunder, shall have no liability for any loss sustained as a result of any investments made pursuant to this Agreement or the instructions of MBC, as a result of any liquidation of any investment prior to its maturity or for the failure of MBC to give the Escrow Agent timely instructions to invest or reinvest any monies in the Escrow Account or any earnings thereon. It is

hereby understood that any instructions delivered by MBC and received by Escrow Agent prior to 2:00 p.m. on any business day will be processed on the day received. Instructions delivered by MBC and received by Escrow Agent after 2:00 p.m. will be processed on the immediately succeeding business day.

C. Investment of Funds in Premium Escrow Account: During the term of this Escrow Agreement, the cash balance of the Premium Escrow Account shall be invested and reinvested by the Escrow Agent in a Money Market Account, or in a similar mutually approved fund or such other liquid investment account as TRUSTEE may from time to time designate in writing to Escrow Agent and which account is reasonably acceptable to Escrow Agent. Such designation shall specify maturity of such investment which maturity shall be on the business day prior to the due date of any payment. In the absence of written instructions, the cash balances of the Premium Escrow Account shall be invested in an institutional triple AAA rated money market fund. The Escrow Agent, in its capacity as escrow agent hereunder, shall have no liability for any loss sustained as a result of any investments made pursuant to this Agreement or the instructions of TRUSTEE, as a result of any liquidation of any investment prior to its maturity or for the failure of TRUSTEE to give the Escrow Agent timely instructions to invest or reinvest any monies in the Premium Escrow Account or any earnings thereon. Earnings on the Premium Escrow Account shall be designated for the Premium Reserve Sub-Account, as that term is defined in Section III(C)(2) below. It is hereby understood that any instructions delivered by TRUSTEE and received by Escrow Agent prior to 2:00 p.m. on any business day will be processed on the day received. Instructions delivered by TRUSTEE and received by Escrow Agent after 2:00 p.m. will be processed on the immediately succeeding business day.

D. Financial Reporting: Escrow Agent shall provide MBC and BMMS&T with access to the account at a bank mutually agreed upon by the Parties to view daily account activity, including wire receipts and deposits, and a monthly financial activity report for the Purchase Escrow Account showing all account transactions. Escrow Agent will also provide TRUSTEE with a monthly financial activity report of the Premium Escrow Account showing all account transactions. TRUSTEE shall provide the Escrow Agent with a timely written notice of the date on which the premium for each policy is due.

E. Taxes: Escrow Agent shall not be liable or responsible for the payment of any taxes on the earnings for the Purchase Escrow Account, the Premium Escrow Account or the Beneficiary Trustee Escrow Account.

F. Interest: All interest earned on the cash balances held in the Purchase Escrow Account shall accrue to the benefit of MBC's purchasers. Interest earnings shall be paid from time to time by the Escrow Agent as per MBC's written instructions. All interest earned on the cash balances held on the Premium Escrow Account shall remain on deposit therein as part of the premium reserve available to pay premiums.

III. DUTIES OF ESCROW AGENT

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A. Receipt of Viator Closing Documents, Review of Closing Documentation and Confirmation of Certain Information.

1. From time to time, with respect to facilitating each purchase by MBC of life insurance policy death benefits, Escrow Agent shall perform the following services:

- (a) As required by applicable regulations, from time to time, receive and hold in escrow the original viatical settlement contract, escrow agreement, insurance company change of ownership and change of beneficiary forms and any other documents executed by the Viator to effectuate the sale of the Viator's interest in his/her life insurance policy (the foregoing documents are hereinafter collectively referred to as the "Closing Documents");
- (b) From time to time, confirm deposits remitted by MBC in the amount due to the Viator pursuant to the viatical settlement contract and Funding Instructions. Upon written confirmation of the deposit for the acquisition of a Viator's life insurance policy by MBC, the Escrow Agent shall release to MBC the Closing Documents so that the sale of the life insurance policy may be effected. Upon receipt by Escrow Agent of a written request from MBC or BMMS&T prior to 2:00 p.m., Eastern Time, the Escrow Agent shall Federal Express the Closing Documents to MBC. For requests received after 2:00 p.m., Eastern time, the Escrow Agent will Federal Express the Closing Documents the next business day; and
- (c) Review the written acknowledgment from the issuing insurance company evidencing the acceptance on its books and records of the transfer or assignment of the ownership of the life insurance policy and the change of beneficiary(ies).

2. The Escrow Agent may be designated and recorded as the beneficiary of record on behalf of purchasers for the life insurance policy death benefits purchased by MBC and agrees to execute all insurance company forms or documents necessary to transfer and record Escrow Agent as the beneficiary of life insurance policies purchased by MBC as designated.

3. If Escrow Agent has any questions or doubts as to any life insurance policy documentation it receives or Escrow Agent cannot confirm any of the foregoing information regarding the Policies, it will ask MBC or BMMS&T to make any final determinations. Prior to Escrow Agent receiving a written determination from MBC or BMMS&T, Escrow Agent shall incur no liability in omitting to take any action and shall have no obligation to accept such Policy or take any other action with respect thereto. Upon receipt of written instructions from MBC or BMMS&T, Escrow Agent shall be fully protected and shall incur no liability in following such

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instructions.

4. Escrow Agent shall have received an escrow agreement in the general form of Attachment "A", attached hereto and incorporated by reference, by and between the Viator, MBC and the Escrow Agent (the "MBC Escrow Agreement"). MBC hereby authorizes and directs Escrow Agent to execute the MBC Escrow Agreement in its capacity as Escrow Agent hereunder.

5. MBC or TRUSTEE shall provide Escrow Agent with call-in access to verify sub-accounting information for the Purchase Escrow Account and Premium Escrow Account and Escrow Agent shall, as Escrow Agent deems required, undertake accounting services to verify such sub-accounting information.

B. Disbursement of Purchase Escrow Account Funds. Upon satisfaction of all of the conditions set forth in Section III(A)(1) of this Agreement, and receipt by Escrow Agent of the Funding Instructions and the documentation described in section III(A)(1)(c); Escrow Agent shall make disbursements from the Escrow Account as set forth on a funding instruction form in the form of Attachment "B" hereto (which is incorporated herein) ("Funding Instruction") to be provided to Escrow Agent by BMMS&T for each policy purchased by MBC. Disbursements may include but are not limited to the following:

1. **Viator.** Payment to a Viator as set forth in the Funding Instruction shall be paid within three (3) business days or within such other time period as required by MBC following the receipt by the Escrow Agent of the written acknowledgment from the issuing insurance company of the transfer or assignment of ownership and the change of beneficiary. A "Business Day" is any day other than a Saturday, Sunday, legal holiday or a day on which banking institutions in New York are closed. All Viator payments shall be made by check as directed by the Funding Instruction.

2. **Premiums.** Premiums for each Policy shall be transferred to the Premium Escrow Account as set forth on the Funding Instruction. The Escrow Agent shall have no responsibility to verify the sufficiency of the premium deposit.

3. All other payments on a particular transaction shall be made in accordance with the Funding Instruction.

C. Maintenance of Premium Escrow Account and Payment of Premiums. Escrow Agent shall maintain the Premium Escrow Account, and to the extent that the Escrow Agent has received the appropriate Funding Instruction to fund the Premium Escrow Account, the Escrow Agent shall pay premiums on each of the Policies from the principal balances of the Premium Escrow Account in accordance with such Funding Instruction, as may be adjusted from time to time pursuant to written instructions of TRUSTEE as follows:

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1. Escrow Agent shall pay the premiums on each Policy at such times and in such amounts as instructed in writing by TRUSTEE. It is agreed that TRUSTEE: (i) shall furnish the Escrow Agent with the name and address of each payee and any documentation that may be required to accompany the check or wire, if any; and (ii) may furnish the Escrow Agent with standing instructions relative to such payments. In the case of standing instructions, the Escrow Agent shall continue to pay premiums subject to availability of funds in the Premium Escrow Account until instructed in writing by TRUSTEE to cease making said payments.

2. In the event that funds on deposit in the Premium Escrow Account for a given Policy are less than the premium payment due on such policy, the Escrow Agent shall promptly notify TRUSTEE of such insufficiency. TRUSTEE shall then have the option to: (i) cause funds representing the insufficiency to be deposited in the Premium Escrow Account and upon receipt of available funds by Escrow Agent, Escrow Agent shall then make such premium payments; or (ii) instruct Escrow Agent to utilize funds on deposit in the Premium Reserve Sub-Account. The "Premium Reserve Sub-Account" as used herein is a sub-account of the Premium Escrow Account containing funds not reserved for premium payments on specific Policies.

3. If a Viator dies prior to the date contemplated by the estimated life expectancy, then any remaining balance of escrowed funds held for the related Policy shall remain on deposit and be designated for the Premium Reserve Sub-Account for usage pursuant to paragraph C(2) above. If a Viator goes on waiver of disability premium prior to the date contemplated by the estimated life expectancy, escrowed premiums for the related Policy shall be designated for the Premium Reserve Sub-Account.

4. Escrow Agent shall make no payments from the Premium Escrow Account except as expressly set forth in this Agreement.

D. Filing of Claims for the Benefit of Buyers; Disbursement of Funds in Beneficiary Trustee Escrow Account.

1. When TRUSTEE, MBC or BMMS&T has advised Escrow Agent that a Viator has died, Escrow Agent shall execute a claim as beneficiary on behalf of purchasers and mail the claim for the death benefits to the appropriate insurance company using the documentation prepared by TRUSTEE and delivered to the Escrow Agent for this purpose, and when the Escrow Agent receives payment of such claim, Escrow Agent shall deposit such payment in the Beneficiary Trustee Escrow Account and promptly pay, within three business days, the individuals set forth on the case file disbursement instructions provided by TRUSTEE at the addresses and amounts shown thereon.

2. Escrow Agent shall have no duties under this Section if TRUSTEE has not prepared and delivered to it the aforementioned documentation.

E. Payment of Interest to Purchasers. All funds deposited by MBC pursuant to

paragraph II(A)(1) of this Agreement shall accrue a fixed rate of interest at a mutually agreed bank. Upon the completion of the disbursement of escrowed funds as set forth in paragraph III(B) of this Agreement, MBC or BMMS&T shall provide Escrow Agent with a request for the disbursement of accrued interest due to MBC's viatical purchasers. It is understood and agreed between the parties hereto that the accrued interest in the Purchase Escrow Account accrues to the benefit of MBC's viatical purchasers. Escrow Agent shall provide the interest check to MBC or BMMS&T within two business days of receipt of its request. MBC or BMMS&T will thereafter be responsible for the disbursement to MBC's purchasers their respective pro rata share of the interest check. Escrow Agent shall have no duties under this section if neither MBC nor BMMS&T have prepared and delivered to the Escrow Agent the aforementioned documentation.

IV. FEES. MBC agrees to:

A. Pay the Escrow Agent the fees as per the attached fee schedule. See Attachment "C", attached hereto and incorporated by reference.

B. Pay or reimburse the Escrow Agent monthly all such other reasonable out-of-pocket expenses incurred or made by Escrow Agent in the immediately preceding months, in connection with the performance of this Agreement.

V. MISCELLANEOUS.

A. Termination.

1. **Escrow Agent Termination.** The Escrow Agent may be terminated upon 90 days prior written notice by MBC to Escrow Agent, and the appointment of a substitute escrow agent (Substitute Escrow Agent").

2. **Agreement Termination.** This Agreement shall terminate on the date that all Escrow Accounts are terminated or transferred to the Substitute Escrow Agent.

3. **Substitute Escrow Agent.** On the termination of this Agreement or on resignation of Escrow Agent, MBC may, at its option, appoint a Substitute Escrow Agent on terms and conditions acceptable to MBC, to accept a transfer of the Escrow Accounts and act as escrow agent thereunder.

B. Resignation of Duties. The Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving notice in writing, via certified mail, return receipt requested, of such resignation specifying a date when such resignation shall take effect. This resignation date is not to be less than 90 days after the notice in writing has been received by MBC and TRUSTEE via certified mail.

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C. **Duties:** The Escrow Agent undertakes to perform only such duties as are expressly set forth herein.

D. **Validity:** The Escrow Agent may rely and shall be protected in acting or refraining from acting upon any written notices, instructions, certificates, instruments, opinions, letters or other written documents or requests furnished to Escrow Agent hereunder and reasonably believed by Escrow Agent to be genuine and to have been signed or presented by the proper party or parties.

E. **Liability/Counsel:** The Escrow Agent shall not be liable for any action taken or omitted by it in good faith unless a court of competent jurisdiction finally determines that the Escrow Agent's willful misconduct or gross negligence was the primary cause of any loss. In the administration of the Escrow Accounts, the Escrow Agent may execute any of its powers and perform its duties under this Agreement directly or through agents and attorneys. The Escrow Agent shall not be liable for the acts or omissions of such agents or attorneys, provided such agents or attorneys have been appointed with due care and act in good faith and in a reasonable and prudent manner, and within the scope of the agency relationship. The Escrow Agent may consult with counsel, accountants and other skilled persons of its own choice (including counsel and accountants for MBC) and shall have full and complete authorization and protection and shall incur no liability for any action taken or omitted by it hereunder in good faith and in accordance with the opinion or advice of such counsel, accountants and other skilled persons.

F. **Indemnification:** MBC shall indemnify the Escrow Agent for, and hold Escrow Agent harmless against any loss, liability or expense (including reasonable fees and expenses of in-house or outside counsel) arising out of or in connection with (i) Escrow Agent's preparation, execution, delivery, amendment and performance of this Agreement and any other agreement entered into in connection with this Agreement, except to the extent that such loss, liability or expense is due to the gross negligence or willful misconduct of the Escrow Agent, as finally determined by a court of competent jurisdiction, and (ii) Escrow Agent's following of any instructions or other directions from MBC, TRUSTEE or BMMS&T. Anything in this Agreement to the contrary notwithstanding, in no event shall the Escrow Agent be liable for special, indirect, punitive, incidental or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action. MBC acknowledges that the foregoing indemnities, as well as its obligations under Section IV shall survive the resignation or removal of the Escrow Agent and the termination of this Agreement.

G. **Disclosure:** MBC shall provide the Escrow Agent with its Tax Identification Number (TIN) as assigned by the Internal Revenue Service. The TIN for MBC is 65-0528700 as of the date of this Agreement. The TIN for LIVOTI is 65-0296429 as of the date of this Agreement. All interest or income earned under the MBC Escrow Account and Premium Escrow Account shall be allocated to MBC's and TRUSTEE's TINs, respectively, and reported by the recipient to the Internal Revenue Service as having been so allocated and paid.

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H. Provisions: The duties and responsibilities of the Escrow Agent hereunder shall be determined solely by the express provisions of the Escrow Agreement and no other or further duties or responsibilities shall be implied. The Escrow Agent shall not have any liability under, nor duty to inquire into the terms and provisions of any agreement or instructions, other than as outlined in this Agreement. Without limiting the generality of the foregoing, the Escrow Agent shall:

1. have no duties or obligations other than those specifically set forth herein or as may subsequently be agreed in writing by the parties hereto and shall use the same degree of care and skill as is reasonably expected of financial institutions acting in comparable capacities;

2. will be regarded as making no representations and having no responsibilities (except as expressly set forth herein) as to the validity, sufficiency, value, genuineness, ownership or transferability of the Policies, and will not be required to and will not make any representations as to the validity, value or genuineness of the Policies;

3. shall not be liable for any error in judgment or for any act done or step taken or omitted by it, in good faith, or for any mistake of fact or law, or for anything that it may do or refrain from doing in connection therewith, except in the case of grossly negligent performance or omission and except in the event that Escrow Agent fails to exercise the same degree of care and skill as is reasonable expected of a financial institution acting in a comparable capacity as an escrow agent;

I. Notices: All notices, directions, consents, instructions or communications hereunder shall be in writing and shall be deemed to be duly given if sent by facsimile or registered or certified mail, return receipt requested, as follows:

If to Escrow Agent:	American Express Tax and Business Services Inc. 2745 West Cypress Creek Road Fort Lauderdale, FL 33309 Attention: MBC Escrow Agreement Fax No.: (954) 974-0300
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If to MBC:	Mutual Benefits Corp. 200 East Broward Boulevard, 10 th Floor Fort Lauderdale, Florida 33301 Telephone: (954) 525-8885
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If to LIVOTI:	Anthony M. Livoti, Jr., P.A. 731 N.E. Third Avenue Fort Lauderdale, Florida 33304 Telephone: (954) 463-3777
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If to MBC or LIVOTI:
A copy to:

Brinkley, McNerney, Morgan, Solomon &
Tatum, LLP
Attn: Michael J. McNerney, Esq.
200 East Las Olas Boulevard, 19th Floor
Fort Lauderdale, Florida 33301
Telephone: (954) 522-2200

or at such other address as any of the above may have furnished to the other party in writing by registered or certified mail, return receipt requested and any such notice or communication given in the manner specified in this Section V(I) shall be deemed to have been given as of the date so received. The parties set forth above shall provide each other with a separate written contact list of their respective personnel who maybe contacted by telephone or other means with respect to the performance of this Agreement. It is understood and agreed that the contact lists maybe revised from time to time, as necessary by the above referenced parties. In the event that the Escrow Agent, in its sole discretion, shall determine that an emergency exists, the Escrow Agent may use such other reasonable means of communications, as the Escrow Agent deems advisable.

J. Funds Transfer: In the event Funding Instructions are given (other than in writing at the time of execution of the Agreement), whether in writing, by fax or otherwise, the Escrow Agent is authorized, but not obligated, to seek confirmation of such instructions by telephone call-back to the person or persons designated pursuant to the written contact list described in Paragraph V(I), and the Escrow Agent may reasonably rely, and shall be protected in relying, upon the confirmations of anyone purporting to be the persons or persons so designated. The persons and telephone numbers for callbacks may be changed only in writing actually received and acknowledged by the Escrow Agent. The parties to this Agreement acknowledge that such security procedure is commercially reasonable.

K. Identification of Source. It is understood that the Escrow Agent and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by MBC or TRUSTEE to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank. The Escrow Agent shall have no liability for applying any of the Escrow Funds for any payment order it executes using any such identifying number, even where its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank, or an intermediary bank designated.

L. Modifications: The provisions of this Escrow Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing executed and delivered by each of the parties.

M. Assignments: Neither this Escrow Agreement nor any right or interest hereunder may be assigned in whole or in part by any party without the prior consent of the other party

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except that MBC may assign its rights and interests under this Agreement to any parent, subsidiary or affiliated entity.

N. Counterparts: This Escrow Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

O. Liability: The Escrow Agent shall not incur any liability for following the instructions herein contained or expressly provided for, or written instructions given by MBC, BMMS&T, TRUSTEE or by such employees or other representatives of MBC, BMMS&T or TRUSTEE as may hereafter be designated in writing.

P. Conflicts of Direction: In the event that the Escrow Agent shall be uncertain as to its duties or rights hereunder or shall receive instructions, claims or demands from MBC or TRUSTEE which, in its opinion, conflict with any of the provisions of this Agreement, it shall be fully protected and entitled to refrain from taking any action and its sole obligation shall be to keep safely all property held by it until it shall be directed otherwise in writing by all persons having an interest in the property or by a final order or judgment of a court of competent jurisdiction.

Q. Applicable Law. This Agreement shall be construed and enforced in accordance with, and governed by, the laws of Florida, without giving effect to the provisions thereof relating to conflicts of law.

R. Disputes. The Escrow Agent shall be under no duty to institute or defend any proceeding unless Escrow Agent has been furnished with satisfactory indemnity and the subject of such proceeding is part of its duties hereunder. In addition to the foregoing, in the event of any dispute between the parties to this Escrow Agreement, or between any of them and any other person, resulting in adverse claims or demands being made upon any of the Escrow Accounts, or in the event that the Escrow Agent, in good faith, is in doubt as to what action it should take hereunder, the Escrow Agent may, at its option, file a suit as interpleader in a court of appropriate jurisdiction, or refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such dispute shall continue or such doubt shall exist. MBC shall pay all reasonable legal fees and costs related to Escrow Agent filing any suit as interpleader. The Escrow Agent shall be entitled to continue so to refrain from acting until (i) the rights of all parties have been fully and finally adjudicated by a court of competent jurisdiction or (ii) all differences and doubt shall have been resolved by agreement among all of the interested persons, and the Escrow Agent shall have been notified thereof in writing signed by all such persons. The rights of the Escrow Agent under this Section are cumulative of all other rights which it may have by law or otherwise.

S. Merger, Conversion or Consolidation of Escrow Agent: Any entity into which the Escrow Agent in its individual capacity may be merged or converted or with which it may be

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consolidated, or any entity resulting from any merger, conversion or consolidation to which the Escrow Agent in its individual capacity shall be a party, or any corporation to which substantially all the corporate trust business of the Escrow Agent in its individual capacity may be transferred, shall be the Escrow Agent under this Agreement with the agreement of the parties.

T. **Force Majeure:** In the event that any party to this Agreement is unable to perform its obligations under the terms of this Agreement because of acts of God, strikes, equipment or transmission failure or damages reasonably beyond its control, or other cause reasonably beyond its control, such party shall not be liable for damages to the other party for any unforeseeable damages resulting from such failure to perform or otherwise from such causes. Performance under this Agreement shall resume when the affected party is able to perform substantially that party's duties.

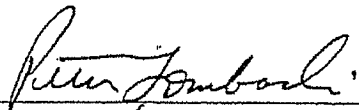
U. **Entire Agreement:** This Agreement, all attachments and the attached Escrow Agreement constitutes the entire agreement between MBC and Escrow Agent, and there are no terms expressed or implied other than the expressed terms of this Agreement or the Agreement.

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V. **Effective Date:** This Agreement shall be effective as of July 15, 2002 or such earlier date as Escrow Agent notifies MBC in writing that it is ready to assume the responsibilities provided herein. Escrow Agent shall use reasonable efforts from the date this Agreement is executed to timely prepare to assume the responsibilities provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement on the date first above written.

MUTUAL BENEFITS CORP.

By: 

Dated: 6/7/02

**AMERICAN EXPRESS TAX AND
BUSINESS SERVICES
INCORPORATED (Solely in its capacity
as Escrow Agent)**

By: 

Title: Managing Director

Dated: 6/7/02

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MUTUAL BENEFITS CORP.

FLORIDA ESCROW AGREEMENT

This Escrow Agreement ("Agreement") is made and entered into this ____ day of _____, 200__, by and among _____ ("Insured"), Mutual Benefits Corp., a Florida corporation ("Mutual Benefits"), and [_____] ("Escrow Agent"). All of the above are hereinafter referred to as the "Parties".

WITNESSETH

WHEREAS, the Insured has agreed in accordance with the terms of a certain Viatical Settlement Contract dated _____, 200__, between Mutual Benefits and Insured to sell that certain policy number _____ issued by _____ (the "Company"), insuring the life of _____, together with all claims, options, privileges, rights, dividends, disabilities, and other benefits pertaining thereto and all of Insured's rights, title, and interest thereto, and all sums now or hereinafter due and payable thereunder (said Policy, rights, and benefits as hereinabove described are collectively hereinafter referred to as the ("Policy"); and

WHEREAS, the funding of the contract proceeds for the purchase of the Policy (the "contract proceeds") by Mutual Benefits to the Insured is expressly contingent and conditioned upon the Company (Insurance Company) indicating its acceptance of the sale and transfer and Change of Ownership and Beneficiary of the Policy to Mutual Benefits by acknowledging in writing the assignment and change of beneficiary, in form and substance satisfactory to Mutual Benefits ("acknowledgment"); and

WHEREAS, the Insured and Mutual Benefits have executed all documents and instruments which include the executed Viatical Settlement Contract and Change of Ownership and Beneficiary, which shall be included and made a part of this agreement, necessary to close this transaction (the "Closing Documents"); and

WHEREAS, the Insured and Mutual Benefits desire to close the transaction into Escrow whereby Insured delivers the Closing Documents to Escrow Agent and Mutual Benefits delivers the contract proceeds to Escrow Agent to be held in Escrow and disbursed strictly in accordance with the terms and provisions of the Escrow Agreement. Upon receipt of the Closing Documents, Mutual Benefits will immediately deposit the contract proceeds with the Escrow Agent. Such escrowed

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funds will be deposited with a Florida or federally chartered financial institution where the funds will be held. Upon deposit of the contract proceeds, the Escrow Agent will deliver to Mutual Benefits the duly executed Closing Documents.

NOW, THEREFORE, for and in consideration of the promises and mutual obligations contained herein and for other goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Upon the Escrow Agent's receipt of the Closing Documents from the Insured, Mutual Benefits shall immediately then cause to be delivered to the Escrow Agent funds in the amount of the contract proceeds. The Escrow Agent shall hold the funds representing the contract proceeds in accordance with the terms of this contract.
2. Upon receipt of the contract proceeds, the Escrow Agent shall release to Mutual Benefits all Closing Documents necessary to complete the transfer of the insurance policy.
3. Upon receipt of the Closing Documents, Mutual Benefits shall forward same to the insurance carrier which issued the policy, and shall request that such insurance carrier forward to Escrow Agent its acceptance, approval, and acknowledgment of the transfer of the policy and change of beneficiary(ies).
4. Upon receipt by the Escrow Agent of written confirmation that the Insurance Company has accepted, recognized, and noted on its books and records the transfer of the policy and change of the beneficiary(ies), Escrow Agent will transfer or forward the contract proceeds to the Insured within three (3) business days. Failure to transfer the contract proceeds within three (3) business days pursuant to the conditions outlined above renders the Viatical Settlement Contract, the assignment of the Insured's ownership interests, and the transfer of funds voidable.
5. In the event Escrow Agent does not receive an acceptance of assignment from the insurance carrier within thirty (30) days after the date of this Agreement, the Escrow Agent shall notify Mutual Benefits, which shall give written notice of such fact to the Insured. Thereafter, Mutual Benefits and the Insured shall contact the insurance carrier and attempt to make arrangements to obtain an acceptance of the assignment of the policy from the insurance carrier. In the event such acceptance cannot be obtained within an additional period of time ten (10) days, then Mutual Benefits and the Insured shall so notify the Escrow Agent. The Escrow Agent shall immediately return the Closing Documents to the Insured, and the contract proceeds to Mutual Benefits.
6. With respect to the Escrow Agent's duties and rights as Escrow Agent, it is agreed as follows:
 - a. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein.
 - b. In performing its duties hereunder, Escrow Agent shall not incur any liability to Mutual Benefits or to the Insured for any damages, losses or expenses which either party may

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sustain or incur, unless the same is a direct result of the gross negligence or intentional misconduct of Escrow Agent. Escrow Agent shall be protected in any action taken or omitted in good faith with respect to the duties and responsibilities of Escrow Agent hereunder. Escrow Agent shall be entitled to rely on any document(s), which Escrow Agent reasonably believes satisfy the terms and conditions of this agreement. Mutual Benefits and the Insured each hereby agree to indemnify and hold harmless Escrow Agent from and against all losses, claims, damages, liabilities and expenses which it may sustain or incur hereunder, including, without limitation, reasonable attorneys fees, which may be imposed upon Escrow Agent or incurred by Escrow Agent in connection with the performance of its duties hereunder. The Insured understands that [], Escrow Agent, is not representing either party in this transaction, is not rendering any services to either party, and has no responsibility with regard to this transaction other than to comply with the terms of this Escrow Agreement.

c. The Escrow Agent may act in reliance upon any writing or instrument or signature, including Fax, which it in good faith believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice, or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner, and execution, or validity of any instrument deposited pursuant to this Agreement, nor as to the identity, authority, or right or any person executing the same.

d. If the insurance company refuses to change the ownership or beneficiary rights to the Purchaser, Mutual Benefits may request that the Escrow Agent return the Closing Documents to the Insured, and the contract proceeds to Mutual Benefits.

7. If a dispute arises between Insured and Mutual Benefits concerning the interpretation of this Agreement, or about the rights and obligations or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, at its sole discretion, file an action for interpleader in any court of competent jurisdiction to resolve such dispute. The Parties hereto expressly agree the Circuit Court of the County in which the Escrow Agent has its principal place of business shall have jurisdiction over any interpleader action and that venue for such action is proper in Broward County, Florida. The Escrow Agent shall be indemnified for all costs, including reasonable attorneys' fees and costs, in connection with any interpleader action and shall be fully protected in suspending all or part of its activities under the Agreement until a final judgment or settlement in the interpleader action is received.

8. All notices and communications hereunder shall be in writing and shall be deemed to be duly given and received if sent by registered or certified mail, return receipt requested, postage prepaid, to each of the parties at the following addresses set forth below:

To Escrow Agent:

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CONFIDENTIAL

[_____]
Address: _____

Telephone Number: _____

To:

Mutual Benefits Corp.
200 East Broward Blvd., 10th Floor
Fort Lauderdale, FL 33301

To Insured: Name:
Print:
Address:
City/State/Zip
Phone: ()

9. The rights created by this Agreement shall inure to the benefit of the obligations created hereby shall be binding upon the heirs, executors, administrators, successors, and assigns of the Parties.

10. This Agreement shall terminate and the Escrow Agent shall be discharged of all responsibilities hereunder at such time as the Escrow Agent shall have fulfilled its duties under paragraph 4 above, or upon entry of a final judgment in the interpleader action provided for in paragraph 7 above.

11. In the event this Agreement is made the subject of litigation, the prevailing party shall be entitled to reasonable attorneys' fees and costs from the other party. The parties also stipulate and agree that venue shall be in the Circuit Court of Broward County, Florida.

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IN WITNESS WHEREOF, the parties have executed and delivered this Escrow Agreement the day and year above written.

Insured:

By: _____

<<owner>>

Address: _____

Telephone: (_____) _____

Mutual Benefits:

MUTUAL BENEFITS CORP.
200 East Broward Blvd., 10th Floor
Fort Lauderdale FL 33301
(954) 525-8885

By: _____

PETER LOMBARDI, President

Escrow Agent:

[_____]

Telephone: (_____) _____

By: _____

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MUTUAL BENEFITS CORP.
FUNDING INSTRUCTION

TO AMERICAN EXPRESS
TAX AND BUSINESS SERVICES
INCORPORATED
as Escrow Agent

c/o _____

DATE: _____

LIFE INSURANCE COMPANY: _____

POLICY NUMBER: _____

INSURED A.P. NUMBER: _____

AMERICAN EXPRESS TAX AND BUSINESS SERVICES INCORPORATED IS HEREBY
REQUESTED TO MAKE THE FOLLOWING DISBURSEMENTS:

VIATOR/LIFE SETTLOR: \$ _____

☐ Wire (Wire transfer memo attached) ☐ Check

LIFE INSURANCE COMPANY: \$ _____
(Loan Payoff)

BROKER FOR VIATOR/
LIFE SETTLOR: \$ _____

OTHER: \$ _____

BMMS&T: \$ _____
(Legal Fees)

ANTHONY M. LIVOTI, JR., P.A.: \$ _____
(Trustee's Fee)

VIATICAL SERVICES, INC. \$ _____
(Servicing Agency Fee)

VIATIAL SERVICES, INC. \$ _____
(Policy Premium Reserve)

MUTUAL BENEFITS CORP.: \$ _____

ATTACHMENT "B"

AE 00040

ATTACHMENT C

CONFIDENTIAL

Fee Schedule:

Escrow Agent services will be performed in accordance with the formal escrow agreement attached. There will no other services by Escrow Agent other than that specified in the escrow agreement, or amendments thereto.

Fees will be as follows:

Set-up Fee	At Standard Billing Rates
Monthly Escrow Fee	\$ 6,000
Monthly Trustee Fee	\$ 10,000

All out-of-pocket expenses, such as bank fees, copying, long distance telephone, third party expenses, etc., are to be billed on a monthly basis.

Fees are due and payable on the first of each month. Late payments are subject to a 1% per month late fee and may result in termination of services until the account is fully paid. (Escrow Agent has the right to withdrawal its fees form MBC's portion of the escrow releases.)

In the event that a dispute arises at any time between Escrow Agent and MBC that cannot be resolved through discussion or mediation, MBC agree to subject to binding arbitration under the commercial arbitration rules of the American Arbitration Association. Neither MBC nor Escrow Agent may claim or receive any amount as punitive, exemplary, or consequential damages. The arbitrator shall award the winning party in the dispute its reasonable costs, expenses, and attorney fees. The decision of the arbitrator shall be binding on both Escrow Agent and MBC.

Any use of the Escrow Agent's name in MBC prepared documents and/or literature must be approved by Escrow Agent in advance.

Our agreement is to commence July ¹⁵ ~~15~~ ^{ON OR BEFORE}, 2002.

200 Amendment 11/12/02