

Exhibit E

ESCROW AGREEMENT - Union Planters Bank, N.A.

This ESCROW AGREEMENT ("Agreement") is by and between Mutual Benefits Corp., with an address at 200 East Broward Blvd., 10th Floor, Fort Lauderdale, FL 33301 ("MBC"); and Union Planters, N.A. with an address at 2233 North Commerce Parkway, Suite 3, Weston, Florida 33326 ("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 "Insured"); and

WHEREAS, Escrow Agent desires to serve as an escrow agent in connection with the purchase by MBC of Policies on the lives of Insureds; 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 a law firm designated by MBC ("LAW FIRM") shall provide administrative support to Escrow Agent in submitting certain information, documents, notices and instructions.

WHEREAS, Anthony M. Livof, Jr., P.A. (and any successor trustee designated by MBC, "TRUSTEE") 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 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 TRUSTEE and/or other trustee designated in writing by MBC and LAW FIRM.

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

I. APPOINTMENT

MBC hereby appoints Union Planters Bank, N.A. 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 one or more additional escrow accounts for the benefit of MBC or MBC's designee. The first such account shall be named "Union Planters Bank, N.A.-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 "Union Planters Bank, N.A.- 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 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 "Union Planters Bank, N.A.-Beneficiary Escrow Account" (the "Beneficiary 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 Escrow Account shall not be interest bearing unless otherwise agreed to in writing between MBC or TRUSTEE and Escrow Agent.

4. **Creditors' Claims.** None of the escrow accounts established pursuant to the Agreement shall be subject to the claims of creditors, excluding a purchaser's claim to purchaser's money in the Purchase Escrow Account, of the viatical issuer, its affiliates or promoters.

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 in a Money Market Account, including Union Planters Bank money market funds, its own proprietary funds and other money market funds which may pay the escrow agent for administrative services, which shall be previously approved in advance from time to time, in writing, by MBC. 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 11:00 a.m. on any business day will be processed that business day. Any instruction delivered after 11:00 a.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, including Union Planters Bank money market funds, its own proprietary funds and other money market funds which may pay the escrow agent for administrative services, which shall be previously approved in advance from time to time, in writing, by MBC. Such designation shall specify maturity of such investment which maturity shall be on the business day prior to the due date of any payment. 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 11:00 a.m. on any business day will be processed that day. Any instruction delivered after 11:00 a.m. will be processed on the immediately succeeding business day.

D. **Financial Reporting:** Escrow Agent shall provide MBC and LAW FIRM 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 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

A. **Receipt of Insured 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, receive and hold in escrow the original settlement contract, escrow agreement, insurance

company change of ownership and change of beneficiary forms and any other documents executed by the Insured to effectuate the sale of the Insured'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 Insured pursuant to the viatical settlement contract and Funding Instructions. Upon written confirmation of the deposit for the acquisition of an Insured'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 LAW FIRM prior to 2:00 p.m., Eastern Time, the Escrow Agent shall execute the escrow agreement and Federal Express or hand deliver the Closing Documents to MBC. For requests received after 2:00 p.m., Eastern time, the Escrow Agent will Federal Express or hand deliver 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 LAW FIRM to make any final determinations. Prior to Escrow Agent receiving a written determination from MBC or LAW FIRM, 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 LAW FIRM, Escrow Agent shall be fully protected and shall incur no liability in following such 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 Insured, 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 MBC or LAW FIRM for each policy purchased by MBC. MBC will notify Escrow Agent when information becomes available to expedite disbursements. Disbursements may include but are not limited to the following:

1. **Insured.** Payment to an Insured as set forth in the Funding Instruction shall be paid within three (3) business days (or less than three (3) business days if required by state law) 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 Insured payments shall be made by check or 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. Purchasers' funds on deposit in the Purchase Escrow Account shall be transferred into Policies, pursuant to this Agreement, within ninety (90) days of receipt of those funds.

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:

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 an Insured 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 an Insured 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 Escrow Account.

1. When TRUSTEE, MBC or LAW FIRM has advised Escrow Agent that a Insured 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 MBC or 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 Escrow Account and promptly pay (and no later than thirty (30) days of receipt by Escrow Agent of cleared funds), upon clearance of the funds, 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 interest. Upon the completion of the disbursement of escrowed funds as set forth in paragraph III(B) of this Agreement, MBC or LAW FIRM 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 issue 1099 Forms electronically, when appropriate, to MBC's viatical purchasers. Escrow Agent shall provide the interest check to MBC or LAW FIRM within three business days of receipt of its request. MBC or LAW FIRM 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 LAW FIRM have prepared and delivered to the Escrow Agent the aforementioned documentation.

F. **Notification to Purchaser.** If there is any failure by Escrow Agent to fulfill one or more of its obligations or commitments under the Agreement and such failure continues for sixty (60) days without being cured or waived, then Escrow Agent shall provide a report to the affected purchaser no more than thirty (30) days following the end of that sixty (60) day period, disclosing the steps that Escrow Agent is taking to remedy such condition.

IV. **FEES.** MBC agrees to:

A. Pay the Escrow Agent monthly fees as per the fee schedule 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 120 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. If Escrow Agent voluntarily withdraws from serving in that capacity (by notification to MBC or by petitioning a court to appoint a successor) or is terminated by MBC, then MBC, as the viatical issuer, shall within ninety (90) days of such termination designate a successor escrow agent to succeed Escrow Agent. The withdrawing or resigning Escrow Agent shall continue to perform its duties as Escrow Agent until the successor escrow agent is designated by MBC or by the court.

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 120 days after the notice in writing has been received by MBC and TRUSTEE via certified mail.

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 attorney's 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, escrow agreements entered into with sellers of Policies, 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 LAW FIRM. 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 issued by the Internal Revenue Service. The TIN for MBC is 65-0528700 as of the date of this Agreement. The TIN for the first TRUSTEE is 65-0296429 as of the date of this Agreement. All interest or income earned under the MBC Escrow Account shall be attributed to MBC's TIN and all interest or income earned under the Premium Escrow Account or Beneficiary Escrow Account shall be attributed to the TRUSTEE's TIN respectively, for Internal Revenue Service reporting purposes.

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: Union Planters Bank, N.A.
2233 North Commerce Parkway, Suite 3
Weston, Florida 33326
Attention: MBC Escrow Agreement
Fax No.: (954) 349-6643

If to MBC: Mutual Benefits Corp.
200 East Broward Blvd., 10th Floor,
Fort Lauderdale, FL 33301
Telephone: (800) 896-7990

If to first TRUSTEE: Anthony M. Livoti, Jr., P.A.
721 N.E. Third Avenue
Fort Lauderdale, FL 33304
Telephone: (954) 463-3777

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 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,

LAW FIRM, TRUSTEE or by such employees or other representatives of MBC, LAW FIRM 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 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 subject to provisions V. A. 1. and B. and 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.

V. Effective Date: This Agreement shall be effective as of 4-15, 2003 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: Peter Lombardi

Title: President

Dated: 4/2/03

UNION PLANTERS BANK, N.A.

By: Robert Dinkler

Title: Vice President

Dated: 4-2-03