

SERFF Tracking Number: IMLS-128379363 State: Arkansas
Filing Company: Imperial Life Settlements, LLC State Tracking Number:
Company Tracking Number:
TOI: LS01 Life Settlements Sub-TOI: LS01.000 Life Settlements
Product Name: AR Revised Escrow Agreement
Project Name/Number: /

Filing at a Glance

Company: Imperial Life Settlements, LLC

Product Name: AR Revised Escrow Agreement SERFF Tr Num: IMLS-128379363 State: Arkansas

TOI: LS01 Life Settlements SERFF Status: Closed-Filed-Closed State Tr Num:

Sub-TOI: LS01.000 Life Settlements Co Tr Num: State Status: Filed-Closed

Filing Type: Form Reviewer(s): Linda Bird

Author: Chris Stillman Disposition Date: 05/23/2012

Date Submitted: 05/21/2012 Disposition Status: Filed-Closed

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile:

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments:

Explanation for Combination/Other:

Market Type:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 05/23/2012

State Status Changed: 05/23/2012

Deemer Date:

Created By: Chris Stillman

Submitted By: Chris Stillman

Corresponding Filing Tracking Number:

Filing Description:

Enclosed for your review is the revised Escrow Agreement. For your convenience, I am submitting a redline and clean final. Please do not hesitate to contact me if you have any questions.

State Narrative:

Company and Contact

Filing Contact Information

Connie Schiraldi, Corporate Paralegal

cschiraldi@imperial.com

701 Park of Commerce Blvd.

561-995-4362 [Phone]

Suite 301

561-995-4363 [FAX]

Boca Raton, FL 33487

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Filing Company Information

Imperial Life Settlements, LLC	CoCode:	State of Domicile: Delaware
701 Park of Commerce Blvd.	Group Code:	Company Type:
Suite 301	Group Name:	State ID Number:
Boca Raton, FL 33487	FEIN Number: 77-0666378	
(561) 995-4362 ext. [Phone]		

Filing Fees

Fee Required? No
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Imperial Life Settlements, LLC	\$0.00	05/21/2012	

SERFF Tracking Number: IMLS-128379363

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Filed-Closed	Linda Bird	05/23/2012	05/23/2012

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Disposition

Disposition Date: 05/23/2012

Implementation Date:

Status: Filed-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Consent to Release Medical Records	No	No
Supporting Document	Escrow Agreement	No	No
Supporting Document	Physician Statement	No	No
Supporting Document	Power of Attorney	No	No
Form	Escrow Agreement Redline	Yes	Yes
Form	Escrow Agreement Final	Yes	Yes

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Form Schedule

Lead Form Number: ILS-AR-12

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	ILS-AR-12	Other	Escrow Agreement Redline	Initial			AR Form No. ILS-AR-12 (05_12) Escrow Agreement Redline.pdf
	ILS-AR-12	Other	Escrow Agreement Final	Initial			AR Form No. ILS-AR-12 (05_12) Escrow Agreement FINAL.pdf

ESCROW AGREEMENT

This ESCROW AGREEMENT (“Escrow Agreement”) is entered into this ____ day of _____, 20____, by and among (i) ~~Wilmington Trust FSB, a Federal Savings Bank~~ _____, as escrow agent (the “Escrow Agent”), (ii) _____ (the “Viator”) and (iii) **Imperial Life Settlements, LLC**, a Delaware limited liability company (together with its successors and assigns hereinafter referred to as the “Viatical Settlement Provider”). Each of the foregoing persons is referred to in this Escrow Agreement as a “Party” and collectively with the other such persons as the “Parties.”

Recitals

Whereas, pursuant to a Life Settlement (Viatical) Contract between the Viatical Settlement Provider and the Viator [the “Life Settlement (Viatical) Contract”], the Viatical Settlement Provider has acquired certain interests from the Viator in a life insurance policy which is more fully described in Exhibit A to the Life Settlement (Viatical) Contract (the “Policy”);

Whereas, the Life Settlement (Viatical) Contract contemplates that the Purchase Price for the interests in the Policy (the “Escrow Amount”) will be placed in a single, co-mingled escrow account ~~identified as “Imperial Life Settlements LLC Escrow,” with account number 098633-000~~ (the “Escrow Account”) pending notification from the Insurer that the Policy ownership and beneficiary designation have been transferred as contemplated by the Life Settlement (Viatical) Contract, whereupon the Escrow Amount shall be disbursed to the Viator; and

Whereas, the Viatical Settlement Provider, the Viator and the Escrow Agent have agreed upon and wish to set forth the terms and conditions pursuant to which the Escrow Agent shall hold the funds in, and disburse the funds from the Escrow Account.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Appointment of Escrow Agent.
 - (a) The Viatical Settlement Provider and the Viator hereby appoint and designate the Escrow Agent to act as such and authorize and instruct the Escrow Agent to disburse, pursuant to the terms of this Escrow Agreement, the Escrow Amount deposited into escrow as herein provided, upon the terms and conditions set forth herein. The Escrow Agent agrees to act as escrow agent hereunder and to comply with the terms, provisions, covenants and conditions hereof.
 - (b) The Escrow Amount, plus all interest, less any funds distributed or paid in accordance with this Escrow Agreement, is referred to herein as the “Escrow Property.”
2. Escrow Agent Compensation. The Viatical Settlement Provider shall pay the Escrow Agent such compensation as the Escrow Agent and the Viatical Settlement Provider may

agree in writing, and the Viatical Settlement Provider shall be responsible for and shall reimburse Escrow Agent upon demand for all expenses, disbursements and advances incurred or made by Escrow Agent in connection with this Escrow Agreement. The Escrow Agent acknowledges that it does not have, and shall not have, any claim or right of set-off against monies on deposit with the Escrow Agent from time to time under this Escrow Agreement, or any earnings thereon, for its compensation or for any other amounts which may be owing to it from time to time hereunder, except that (i) as security for the due and punctual performance of any and all of Viatical Settlement Provider's obligations to the Escrow Agent hereunder, now or hereafter arising, the Viatical Settlement Provider hereby pledges, assigns and grants to the Escrow Agent a continuing security interest in, and a lien on, the Escrow Account and all Escrow Property, the security interest of Escrow Agent shall at all times be valid and perfected, and enforceable by Escrow Agent against the Viatical Settlement Provider and all third parties in accordance with the terms of this Escrow Agreement; and (ii) any fees, expenses or costs incurred by, or any obligations owed to, Escrow Agent hereunder are not promptly paid when due, Escrow Agent may reimburse itself therefor from the Escrow Property and may sell, convey or otherwise dispose of any Escrow Property for such purpose.

3. Amounts Delivered. Contemporaneously with the execution of the Life Settlement (Viatical) Contract by the Viatical Settlement Provider and the Viator, the Viatical Settlement Provider will deliver to the Escrow Agent the Escrow Amount. The Escrow Amount shall be retained in the Escrow Account and held pursuant to this Escrow Agreement and released and delivered by the Escrow Agent.

4. Escrow Agent Duties and Responsibilities.

(a) The Escrow Agent shall invest or reinvest the Escrow Property without distinction between principal and income in any Permitted Investments selected by the Viatical Settlement Provider and in accordance with its written instructions. For this purpose, "Permitted Investments" means (i) obligations of the United States of America and securities fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America; (ii) deposits, including certificates of deposit, in any domestic commercial bank, provided that such bank's short-term certificates of deposit are rated "P-1" by Moody's Investors Service or "A-1" or better by Standard & Poor's Ratings Services ("S&P"); and (iii) money market funds rated "AAAm" or "AAAmG" or better by S&P or Moody's Investor Service. Any interest earned on the Escrow Amount ("Interest") shall be delivered to Viatical Settlement Provider on the second Business Day of the month following the month in which the distribution of the Escrow Amount to the Viator is made.

(b) The Escrow Agent shall distribute the Escrow Amount to the Viator and Interest to the Viatical Settlement Provider within three (3) business days upon receipt of written acknowledgement that ownership of the Policy has been transferred and the beneficiary designation has been changed in each case as contemplated by the Life Settlement (Viatical) Contract; provided, however, that if the Escrow

Amount and interest have not been released from escrow within thirty (30) days after the date of this Escrow Agreement (“Effective Date”), the Viatical Settlement Provider may provide written directions to the Escrow Agent at any time thereafter to release from escrow and return the Escrow Amount and Interest to the Viatical Settlement Provider.

- (c) The Escrow Agent also shall accept and hold in escrow hereunder from time to time, the Escrowed Documents (as hereinafter defined), if any, deposited with the Escrow Agent, as a condition precedent to the consummation of the purchase and sale of the Policy pursuant to the Life Settlement (Viatical) Contract. For purposes hereof, the Escrowed Documents shall include the Life Settlement (Viatical) Contract, the Escrow Agreement, Life Settlement Instructions and Checklist, Life Settlement (Viatical) Statement, Application for Life Settlement (Viatical) Contract, Arkansas Disclosure and Acknowledgment (Viator), Disclosures, (Insured), Disbursement of Funds—Instructions, Policy Information Release, Designees of Insured, Physician Statement, Spousal Consent to Change Beneficiary/Release, Consent and Instruction to Trustee (if applicable), Special Irrevocable Durable Power of Attorney and Medical Records Release, Privacy Policy and Notice of Informational Practices, Term Sheet, Offer Sheet and an appropriate form to change the owner/beneficiary of the Policy from the Viator to the Viatical Settlement Provider. The Escrow Agent shall hold and distribute or otherwise dispose of all Escrowed Documents in accordance with the terms and conditions of this Escrow Agreement and applicable law. All Escrowed Documents shall be clearly identified in the books and records of the Escrow Agent as being subject to this Escrow Agreement.
- (d) The duties, responsibilities and obligations of Escrow Agent shall be limited to those expressly set forth herein and no duties, responsibilities or obligations shall be inferred or implied. Escrow Agent shall not be subject to, nor required to comply with, any other agreement between or among Viatical Settlement Provider and the Viator or to which either the Viatical Settlement Provider or Viator is a party, even though reference thereto may be made herein. Escrow Agent shall not be required to, and shall not, expend or risk any of its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

5. Escrow Agent Rights.

- (a) The Escrow Agent may consult with legal counsel at the expense of Viatical Settlement Provider as to any matter relating to this Escrow Agreement, and the Escrow Agent shall not incur any liability to the extent it acts in good faith in accordance with advice from such counsel.
- (b) The Viatical Settlement Provider agrees to hold the Escrow Agent harmless and to indemnify the Escrow Agent from and against any loss, liability, expense, claim, or demand arising out of or in connection with the transactions contemplated by this Escrow Agreement, except for the Escrow Agent’s gross negligence, bad faith or willful misconduct. The foregoing indemnity shall survive the resignation

or removal of the Escrow Agent pursuant hereto, or the termination of this Escrow Agreement.

- (c) In the event of any ambiguity or uncertainty hereunder or in any notice, instruction or other communication received by Escrow Agent hereunder, Escrow Agent may, in its sole discretion, refrain from taking any action other than retain possession of the Escrow Property, unless Escrow Agent receives written instructions, signed by both the Viator and the Viatical Settlement Provider, which eliminates such ambiguity or uncertainty.

In the event of any dispute between or conflicting claims by or among the Viator and the Viatical Settlement Provider and/or any other person or entity with respect to any Escrow Property, Escrow Agent shall be entitled, in its sole discretion, to refuse to comply with any and all claims, demands or instructions with respect to such Escrow Property so long as such dispute or conflict shall continue, and Escrow Agent shall not be or become liable in any way to the Viator and the Viatical Settlement Provider for failure or refusal to comply with such conflicting claims, demands or instructions. Escrow Agent shall be entitled to refuse to act until, in its sole discretion, either (i) such conflicting or adverse claims or demands shall have been determined by a final order, judgment or decree of a court of competent jurisdiction, which order, judgment or decree is not subject to appeal, or settled by agreement between the conflicting parties as evidenced in a writing satisfactory to Escrow Agent or (ii) Escrow Agent shall have received security or an indemnity satisfactory to it sufficient to hold it harmless from and against any and all losses which it may incur by reason of so acting. Escrow Agent may, in addition, elect, in its sole discretion, to commence an interpleader action or seek other judicial relief or orders as it may deem, in its sole discretion, necessary. The costs and expenses (including reasonable attorneys' fees and expenses) included in connection with such proceeding shall be paid by, and shall be an obligation of, the Viatical Settlement Provider.

- (d) The Escrow Agent shall rely upon, and shall not be required to verify the accuracy of: (i) instructions from any person whom the Escrow Agent reasonably believes in good faith is authorized to give that instruction; and (ii) any writing that the Escrow Agent reasonably believes is genuine and was signed and presented by the authorized person(s).
- (e) The Escrow Agent will not be liable to the Viatical Settlement Provider or Viator, or anyone else, with respect to any action that it takes or does not take in the good faith performance of its obligations under this Escrow Agreement.
- (f) Escrow Agent shall not be liable for any action taken or omitted or for any loss or injury resulting from its actions or its performance or lack of performance of its duties hereunder in the absence of gross negligence or willful misconduct on its part. In no event shall Escrow Agent be liable (i) for acting in accordance with or relying upon any instruction, notice, demand, certificate or document from the Viatical Settlement Provider or the Viator or any entity acting on behalf of either

of them, (ii) for any consequential, punitive or special damages, (iii) for the acts or omissions of its nominees, correspondents, designees, subagents or subcustodians, or (iv) for an amount in excess of the value of the Escrow Property, valued as of the date of deposit.

Escrow Agent shall not be responsible in any respect for the form, execution, validity, value or genuineness of documents or securities deposited hereunder, or for any description therein, or for the identity, authority or rights of persons executing or delivering or purporting to execute or deliver any such document, security or endorsement.

Escrow Agent shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of Escrow Agent (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war or terrorism, or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility).

Escrow Agent shall not be required, or have any duty, to notify anyone of any payment or maturity under the terms of any instrument deposited hereunder, nor to take any legal action to enforce payment of any check, note or security deposited hereunder or to exercise any right or privilege which may be afforded to the holder of any such security.

The Escrow Agent does not have any interest in the Escrowed Property, but is serving as escrow holder only and having only possession thereof. The Viatical Settlement Provider shall pay or reimburse the Escrow Agent upon request for any transfer taxes or other taxes relating to the Escrowed Property incurred in connection herewith and shall indemnify and hold harmless the Escrow Agent any amounts that it is obligated to pay in the way of such taxes. Any payments of income from this Escrow Account shall be subject to withholding regulations then in force with respect to United States taxes. The parties hereto will provide the Escrow Agent with appropriate IRS W-9 forms for tax I.D., number certifications, or IRS W-8 forms for non-resident alien certifications. It is understood that the Escrow Agent shall be responsible for income reporting only with respect to income earned on investment of funds which are a part of the Escrowed Property and is not responsible for any other reporting.

6. Further Requirements.

- (a) All Parties hereto shall execute any and all documents and perform any and all acts reasonably necessary or appropriate to carry out the intent of the Life Settlement (Viatical) Contract, this Escrow Agreement, and any related documents.

(b) No Party shall have the right to withdraw the Escrow Amount from the Escrow Account prior to the termination of this Escrow Agreement or as otherwise provided in this Escrow Agreement.

7. Election to Rescind. If the Viator elects to rescind the Life Settlement (Viatical) Contract prior to the date the Escrow Amount is paid, the Viator will notify Viatical Settlement Provider in accordance with the terms set forth in the Life Settlement (Viatical) Contract. The Viatical Settlement Provider will execute change forms to reverse change of ownership and beneficiary. Upon notice from Insurer that ownership and beneficiary have been changed, Viatical Settlement Provider will: (a) instruct the Escrow Agent to release the Escrow Amount and Interest to Viatical Settlement Provider, (b) return any and all Escrowed Documents then in its possession to the Party that initially deposited each Escrowed Document with the Escrow Agent, (c) send written notice to the Viatical Settlement Provider and the Viator that the Escrow Agent has performed the tasks described in this Section 7.

8. Representations and Warranties.

(a) The Escrow Agent represents and warrants to the Viatical Settlement Provider and the Viator, as of the Effective Date, and as of each date it accepts the Escrow Amount or Escrowed Documents hereunder, that:

(i) the Escrow Agent is independent and ~~a trust company or a banking corporation~~ organized and in good standing under the laws of the United States of America or any state thereof or the District of Columbia, with an escrow or trust account maintained in the right to exercise trust powers and having capital, surplus and undivided profits aggregating no less than \$100,000,000 and is a federally or state chartered financial institution ~~and part of the federal reserve system.~~

(ii) The execution, delivery and performance of this Escrow Agreement by the Escrow Agent have been duly authorized by all necessary corporate action on the part of the Escrow Agent; and

(iii) This Escrow Agreement is the legal, valid and binding obligation of the Escrow Agent enforceable by the Viatical Settlement Provider and the Viator against the Escrow Agent in accordance with the terms hereof.

(b) The Viatical Settlement Provider represents and warrants to the Escrow Agent and the Viator, as of the Effective Date, that:

(i) The Viatical Settlement Provider is a Delaware limited liability company in good standing in the State of Delaware.

(ii) The execution, delivery and performance of this Escrow Agreement by the Viatical Settlement Provider have been duly authorized by all necessary corporate action on its part; and

(iii) This Escrow Agreement is the legal, valid and binding obligation of the Viatical Settlement provider enforceable by the Escrow Agent and the Viator against the Viatical Settlement Provider in accordance with the terms hereof.

9. Resignation or Termination. The Escrow Agent may resign or be removed by the Viatical Settlement Provider and be discharged from performing any future duties hereunder, and a successor to the Escrow Agent shall be appointed jointly by the Viatical Settlement Provider and the Viator hereunder. The Escrow Agent shall present the Viatical Settlement Provider and the Viator with prompt written notice of such resignation or removal, and the Viatical Settlement Provider and the Viator shall jointly provide the Escrow Agent with prompt written notice of the appointment of each successor escrow agent. No resignation or removal of the Escrow Agent shall become effective until the appointment of a successor to the Escrow Agent hereunder and the acceptance by such successor of the duties of the Escrow Agent hereunder. Notwithstanding the foregoing, if no replacement for the Escrow Agent is appointed within thirty (30) days after the Escrow Agent gives written notice to the Viatical Settlement Provider of its resignation, the Escrow Agent may petition a court of competent jurisdiction to appoint a successor escrow agent hereunder.

10. Notices.

Any and all notices and other communications that may be required or permitted hereunder shall be in writing and sent by mail return receipt requested, hand delivery by a nationally or locally recognized commercial courier service or facsimile (with a copy by mail or hand delivery) to the following:

Viator: _____

Viatical Settlement Provider: **Imperial Life Settlements, LLC**

Escrow Agent: _____ **Wilmington**
Trust FSB

Notices or other communications so given shall be deemed to have been given on the date sent by facsimile or hand delivered, or on the third day after mailing, however, notices to Escrow Agent shall be deemed to have been given to the Escrow Agent only upon actual receipt by Escrow Agent. Copies of each communication or notice given or sent hereunder by any Party hereto shall also be sent to each of the other Parties.

11. Completeness and Modification. This Escrow Agreement constitutes the entire agreement among the Parties hereto as to the transactions contemplated hereby and may be amended only by a writing executed by all the Parties hereto. The Parties acknowledge and agree that each Party has participated equally in the negotiation and preparation of this Escrow Agreement and that the rule of law that ambiguities contained in a contract shall be construed against the drafter thereof shall not be supplied to this Escrow Agreement or the interpretation of any term or provisions hereof.
12. Successors and Assigns. This Escrow Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns.
13. Conflicts; Governing Law. Any disputes relating to this Escrow Agreement or the transfer of funds will be governed by Arkansas law, without regard to conflict of law provisions. The Parties hereby agree that any legal proceedings relating to this Escrow Agreement will be venued in the state or federal courts in Arkansas.
14. Counterparts. To facilitate execution, this Escrow Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of all Parties hereto appear on each counterpart hereof, and it shall be sufficient that the signature on behalf of each Party appear on one or more such counterparts. All counterparts collectively constitute a single agreement.
15. Severability. If any provision of this Escrow Agreement or its application is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other applications of that provision and of all other provisions and applications hereof, will not in any way be affected or impaired. If any court shall determine that any provision of this Escrow Agreement is in any way invalid, illegal or unenforceable, such provision shall be reduced to whatever extent is necessary to make such provision valid, legal and enforceable.
16. Waiver. No waiver or failure to insist upon strict compliance with any obligation, covenant, agreement or condition of this Escrow Agreement shall operate as the waiver of, or an estoppel with respect to, any subsequent or other failure.
17. Breach of Obligation. Any breach by the Viator of its obligations under this Escrow Agreement shall constitute a breach of the Viator's obligations under the Life Settlement (Viatical) Contract.
18. Termination. Except for the indemnification provision, this Escrow Agreement will terminate on the earliest of the following to occur: (i) the date the Escrow Agent pays the Escrow Amount to Viator and Interest to Viatical Settlement Provider; (ii) the date the Escrow Agent transfers the Escrow Amount and Interest back to Viatical Settlement Provider's account should Viator elect to rescind the contract before the Escrow Amount is delivered to Viator; or (iii) upon appointment of a successor escrow agent pursuant to the terms of Paragraph 9.

NOTARY

State of _____)
) SS:
County of _____)

Subscribed and affirmed to before me this ____ day of _____, 20 __.

(SEAL)

Signature of Notary Public
My commission expires: _____

VIATOR:

(Signature of Viator)

(Printed Name of Viator)

NOTARY

State of _____)
) SS:
County of _____)

Before me, a duly authorized and commissioned Notary Public in the above-referenced state, personally appeared _____, known to me or provided _____ as legally accepted identification to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for purposes and consideration therein expressed.

Subscribed and affirmed to before me this ____ day of _____, 20 __.

(SEAL)

Signature of Notary Public
My commission expires: _____

|

ESCROW AGREEMENT

This ESCROW AGREEMENT (“Escrow Agreement”) is entered into this ____ day of _____, 20____, by and among (i) _____, as escrow agent (the “Escrow Agent”), (ii) _____ (the “Viator”) and (iii) **Imperial Life Settlements, LLC**, a Delaware limited liability company (together with its successors and assigns hereinafter referred to as the “Viatical Settlement Provider”). Each of the foregoing persons is referred to in this Escrow Agreement as a “Party” and collectively with the other such persons as the “Parties.”

Recitals

Whereas, pursuant to a Life Settlement (Viatical) Contract between the Viatical Settlement Provider and the Viator [the “Life Settlement (Viatical) Contract”], the Viatical Settlement Provider has acquired certain interests from the Viator in a life insurance policy which is more fully described in Exhibit A to the Life Settlement (Viatical) Contract (the “Policy”);

Whereas, the Life Settlement (Viatical) Contract contemplates that the Purchase Price for the interests in the Policy (the “Escrow Amount”) will be placed in a single, co-mingled escrow account (the “Escrow Account”) pending notification from the Insurer that the Policy ownership and beneficiary designation have been transferred as contemplated by the Life Settlement (Viatical) Contract, whereupon the Escrow Amount shall be disbursed to the Viator; and

Whereas, the Viatical Settlement Provider, the Viator and the Escrow Agent have agreed upon and wish to set forth the terms and conditions pursuant to which the Escrow Agent shall hold the funds in, and disburse the funds from the Escrow Account.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Appointment of Escrow Agent.

- (a) The Viatical Settlement Provider and the Viator hereby appoint and designate the Escrow Agent to act as such and authorize and instruct the Escrow Agent to disburse, pursuant to the terms of this Escrow Agreement, the Escrow Amount deposited into escrow as herein provided, upon the terms and conditions set forth herein. The Escrow Agent agrees to act as escrow agent hereunder and to comply with the terms, provisions, covenants and conditions hereof.
- (b) The Escrow Amount, plus all interest, less any funds distributed or paid in accordance with this Escrow Agreement, is referred to herein as the “Escrow Property.”

2. Escrow Agent Compensation. The Viatical Settlement Provider shall pay the Escrow Agent such compensation as the Escrow Agent and the Viatical Settlement Provider may agree in writing, and the Viatical Settlement Provider shall be responsible for and shall

reimburse Escrow Agent upon demand for all expenses, disbursements and advances incurred or made by Escrow Agent in connection with this Escrow Agreement. The Escrow Agent acknowledges that it does not have, and shall not have, any claim or right of set-off against monies on deposit with the Escrow Agent from time to time under this Escrow Agreement, or any earnings thereon, for its compensation or for any other amounts which may be owing to it from time to time hereunder, except that (i) as security for the due and punctual performance of any and all of Viatical Settlement Provider's obligations to the Escrow Agent hereunder, now or hereafter arising, the Viatical Settlement Provider hereby pledges, assigns and grants to the Escrow Agent a continuing security interest in, and a lien on, the Escrow Account and all Escrow Property, the security interest of Escrow Agent shall at all times be valid and perfected, and enforceable by Escrow Agent against the Viatical Settlement Provider and all third parties in accordance with the terms of this Escrow Agreement; and (ii) any fees, expenses or costs incurred by, or any obligations owed to, Escrow Agent hereunder are not promptly paid when due, Escrow Agent may reimburse itself therefor from the Escrow Property and may sell, convey or otherwise dispose of any Escrow Property for such purpose.

3. Amounts Delivered. Contemporaneously with the execution of the Life Settlement (Viatical) Contract by the Viatical Settlement Provider and the Viator, the Viatical Settlement Provider will deliver to the Escrow Agent the Escrow Amount. The Escrow Amount shall be retained in the Escrow Account and held pursuant to this Escrow Agreement and released and delivered by the Escrow Agent.

4. Escrow Agent Duties and Responsibilities.

(a) The Escrow Agent shall invest or reinvest the Escrow Property without distinction between principal and income in any Permitted Investments selected by the Viatical Settlement Provider and in accordance with its written instructions. For this purpose, "Permitted Investments" means (i) obligations of the United States of America and securities fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America; (ii) deposits, including certificates of deposit, in any domestic commercial bank, provided that such bank's short-term certificates of deposit are rated "P-1" by Moody's Investors Service or "A-1" or better by Standard & Poor's Ratings Services ("S&P"); and (iii) money market funds rated "AAAm" or "AAAmG" or better by S&P or Moody's Investor Service. Any interest earned on the Escrow Amount ("Interest") shall be delivered to Viatical Settlement Provider on the second Business Day of the month following the month in which the distribution of the Escrow Amount to the Viator is made.

(b) The Escrow Agent shall distribute the Escrow Amount to the Viator and Interest to the Viatical Settlement Provider within three (3) business days upon receipt of written acknowledgement that ownership of the Policy has been transferred and the beneficiary designation has been changed in each case as contemplated by the Life Settlement (Viatical) Contract; provided, however, that if the Escrow Amount and interest have not been released from escrow within thirty (30) days

after the date of this Escrow Agreement (“Effective Date”), the Viatical Settlement Provider may provide written directions to the Escrow Agent at any time thereafter to release from escrow and return the Escrow Amount and Interest to the Viatical Settlement Provider.

- (c) The Escrow Agent also shall accept and hold in escrow hereunder from time to time, the Escrowed Documents (as hereinafter defined), if any, deposited with the Escrow Agent, as a condition precedent to the consummation of the purchase and sale of the Policy pursuant to the Life Settlement (Viatical) Contract. For purposes hereof, the Escrowed Documents shall include the Life Settlement (Viatical) Contract, the Escrow Agreement, Life Settlement Instructions and Checklist, Life Settlement (Viatical) Statement, Application for Life Settlement (Viatical) Contract, Arkansas Disclosure and Acknowledgment (Viator), Disclosures, (Insured), Disbursement of Funds, Policy Information Release, Designees of Insured, Physician Statement, Spousal Consent to Change Beneficiary/Release, Consent and Instruction to Trustee (if applicable), Special Irrevocable Durable Power of Attorney and Medical Records Release, Privacy Policy and Notice of Informational Practices, Term Sheet, Offer Sheet and an appropriate form to change the owner/beneficiary of the Policy from the Viator to the Viatical Settlement Provider. The Escrow Agent shall hold and distribute or otherwise dispose of all Escrowed Documents in accordance with the terms and conditions of this Escrow Agreement and applicable law. All Escrowed Documents shall be clearly identified in the books and records of the Escrow Agent as being subject to this Escrow Agreement.
- (d) The duties, responsibilities and obligations of Escrow Agent shall be limited to those expressly set forth herein and no duties, responsibilities or obligations shall be inferred or implied. Escrow Agent shall not be subject to, nor required to comply with, any other agreement between or among Viatical Settlement Provider and the Viator or to which either the Viatical Settlement Provider or Viator is a party, even though reference thereto may be made herein. Escrow Agent shall not be required to, and shall not, expend or risk any of its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder.

5. Escrow Agent Rights.

- (a) The Escrow Agent may consult with legal counsel at the expense of Viatical Settlement Provider as to any matter relating to this Escrow Agreement, and the Escrow Agent shall not incur any liability to the extent it acts in good faith in accordance with advice from such counsel.
- (b) The Viatical Settlement Provider agrees to hold the Escrow Agent harmless and to indemnify the Escrow Agent from and against any loss, liability, expense, claim, or demand arising out of or in connection with the transactions contemplated by this Escrow Agreement, except for the Escrow Agent’s gross negligence, bad faith or willful misconduct. The foregoing indemnity shall survive the resignation

or removal of the Escrow Agent pursuant hereto, or the termination of this Escrow Agreement.

- (c) In the event of any ambiguity or uncertainty hereunder or in any notice, instruction or other communication received by Escrow Agent hereunder, Escrow Agent may, in its sole discretion, refrain from taking any action other than retain possession of the Escrow Property, unless Escrow Agent receives written instructions, signed by both the Viator and the Viatical Settlement Provider, which eliminates such ambiguity or uncertainty.

In the event of any dispute between or conflicting claims by or among the Viator and the Viatical Settlement Provider and/or any other person or entity with respect to any Escrow Property, Escrow Agent shall be entitled, in its sole discretion, to refuse to comply with any and all claims, demands or instructions with respect to such Escrow Property so long as such dispute or conflict shall continue, and Escrow Agent shall not be or become liable in any way to the Viator and the Viatical Settlement Provider for failure or refusal to comply with such conflicting claims, demands or instructions. Escrow Agent shall be entitled to refuse to act until, in its sole discretion, either (i) such conflicting or adverse claims or demands shall have been determined by a final order, judgment or decree of a court of competent jurisdiction, which order, judgment or decree is not subject to appeal, or settled by agreement between the conflicting parties as evidenced in a writing satisfactory to Escrow Agent or (ii) Escrow Agent shall have received security or an indemnity satisfactory to it sufficient to hold it harmless from and against any and all losses which it may incur by reason of so acting. Escrow Agent may, in addition, elect, in its sole discretion, to commence an interpleader action or seek other judicial relief or orders as it may deem, in its sole discretion, necessary. The costs and expenses (including reasonable attorneys' fees and expenses) included in connection with such proceeding shall be paid by, and shall be an obligation of, the Viatical Settlement Provider.

- (d) The Escrow Agent shall rely upon, and shall not be required to verify the accuracy of: (i) instructions from any person whom the Escrow Agent reasonably believes in good faith is authorized to give that instruction; and (ii) any writing that the Escrow Agent reasonably believes is genuine and was signed and presented by the authorized person(s).
- (e) The Escrow Agent will not be liable to the Viatical Settlement Provider or Viator, or anyone else, with respect to any action that it takes or does not take in the good faith performance of its obligations under this Escrow Agreement.
- (f) Escrow Agent shall not be liable for any action taken or omitted or for any loss or injury resulting from its actions or its performance or lack of performance of its duties hereunder in the absence of gross negligence or willful misconduct on its part. In no event shall Escrow Agent be liable (i) for acting in accordance with or relying upon any instruction, notice, demand, certificate or document from the Viatical Settlement Provider or the Viator or any entity acting on behalf of either

of them, (ii) for any consequential, punitive or special damages, (iii) for the acts or omissions of its nominees, correspondents, designees, subagents or subcustodians, or (iv) for an amount in excess of the value of the Escrow Property, valued as of the date of deposit.

Escrow Agent shall not be responsible in any respect for the form, execution, validity, value or genuineness of documents or securities deposited hereunder, or for any description therein, or for the identity, authority or rights of persons executing or delivering or purporting to execute or deliver any such document, security or endorsement.

Escrow Agent shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of Escrow Agent (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war or terrorism, or the unavailability of the Federal Reserve Bank wire or telex or other wire or communication facility).

Escrow Agent shall not be required, or have any duty, to notify anyone of any payment or maturity under the terms of any instrument deposited hereunder, nor to take any legal action to enforce payment of any check, note or security deposited hereunder or to exercise any right or privilege which may be afforded to the holder of any such security.

The Escrow Agent does not have any interest in the Escrowed Property, but is serving as escrow holder only and having only possession thereof. The Viatical Settlement Provider shall pay or reimburse the Escrow Agent upon request for any transfer taxes or other taxes relating to the Escrowed Property incurred in connection herewith and shall indemnify and hold harmless the Escrow Agent any amounts that it is obligated to pay in the way of such taxes. Any payments of income from this Escrow Account shall be subject to withholding regulations then in force with respect to United States taxes. The parties hereto will provide the Escrow Agent with appropriate IRS W-9 forms for tax I.D., number certifications, or IRS W-8 forms for non-resident alien certifications. It is understood that the Escrow Agent shall be responsible for income reporting only with respect to income earned on investment of funds which are a part of the Escrowed Property and is not responsible for any other reporting.

6. Further Requirements.

- (a) All Parties hereto shall execute any and all documents and perform any and all acts reasonably necessary or appropriate to carry out the intent of the Life Settlement (Viatical) Contract, this Escrow Agreement, and any related documents.

(b) No Party shall have the right to withdraw the Escrow Amount from the Escrow Account prior to the termination of this Escrow Agreement or as otherwise provided in this Escrow Agreement.

7. Election to Rescind. If the Viator elects to rescind the Life Settlement (Viatical) Contract prior to the date the Escrow Amount is paid, the Viator will notify Viatical Settlement Provider in accordance with the terms set forth in the Life Settlement (Viatical) Contract. The Viatical Settlement Provider will execute change forms to reverse change of ownership and beneficiary. Upon notice from Insurer that ownership and beneficiary have been changed, Viatical Settlement Provider will: (a) instruct the Escrow Agent to release the Escrow Amount and Interest to Viatical Settlement Provider, (b) return any and all Escrowed Documents then in its possession to the Party that initially deposited each Escrowed Document with the Escrow Agent, (c) send written notice to the Viatical Settlement Provider and the Viator that the Escrow Agent has performed the tasks described in this Section 7.

8. Representations and Warranties.

(a) The Escrow Agent represents and warrants to the Viatical Settlement Provider and the Viator, as of the Effective Date, and as of each date it accepts the Escrow Amount or Escrowed Documents hereunder, that:

(i) the Escrow Agent is independent and organized and in good standing under the laws of the United States of America or any state thereof or the District of Columbia, with an escrow or trust account maintained in a federally or state chartered financial institution.

(ii) The execution, delivery and performance of this Escrow Agreement by the Escrow Agent have been duly authorized by all necessary corporate action on the part of the Escrow Agent; and

(iii) This Escrow Agreement is the legal, valid and binding obligation of the Escrow Agent enforceable by the Viatical Settlement Provider and the Viator against the Escrow Agent in accordance with the terms hereof.

(b) The Viatical Settlement Provider represents and warrants to the Escrow Agent and the Viator, as of the Effective Date, that:

(i) The Viatical Settlement Provider is a Delaware limited liability company in good standing in the State of Delaware.

(ii) The execution, delivery and performance of this Escrow Agreement by the Viatical Settlement Provider have been duly authorized by all necessary corporate action on its part; and

(iii) This Escrow Agreement is the legal, valid and binding obligation of the Viatical Settlement provider enforceable by the Escrow Agent and the Viator against the Viatical Settlement Provider in accordance with the terms hereof.

9. Resignation or Termination. The Escrow Agent may resign or be removed by the Viatical Settlement Provider and be discharged from performing any future duties hereunder, and a successor to the Escrow Agent shall be appointed jointly by the Viatical Settlement Provider and the Viator hereunder. The Escrow Agent shall present the Viatical Settlement Provider and the Viator with prompt written notice of such resignation or removal, and the Viatical Settlement Provider and the Viator shall jointly provide the Escrow Agent with prompt written notice of the appointment of each successor escrow agent. No resignation or removal of the Escrow Agent shall become effective until the appointment of a successor to the Escrow Agent hereunder and the acceptance by such successor of the duties of the Escrow Agent hereunder. Notwithstanding the foregoing, if no replacement for the Escrow Agent is appointed within thirty (30) days after the Escrow Agent gives written notice to the Viatical Settlement Provider of its resignation, the Escrow Agent may petition a court of competent jurisdiction to appoint a successor escrow agent hereunder.

10. Notices.

Any and all notices and other communications that may be required or permitted hereunder shall be in writing and sent by mail return receipt requested, hand delivery by a nationally or locally recognized commercial courier service or facsimile (with a copy by mail or hand delivery) to the following:

Viator: _____

Viatical Settlement Provider: **Imperial Life Settlements, LLC**

Escrow Agent: _____

Notices or other communications so given shall be deemed to have been given on the date sent by facsimile or hand delivered, or on the third day after mailing, however, notices to Escrow Agent shall be deemed to have been given to the Escrow Agent only upon actual receipt by Escrow Agent. Copies of each communication or notice given or sent hereunder by any Party hereto shall also be sent to each of the other Parties.

11. Completeness and Modification. This Escrow Agreement constitutes the entire agreement among the Parties hereto as to the transactions contemplated hereby and may be amended only by a writing executed by all the Parties hereto. The Parties acknowledge and agree that each Party has participated equally in the negotiation and preparation of this Escrow Agreement and that the rule of law that ambiguities contained in a contract shall be construed against the drafter thereof shall not be supplied to this Escrow Agreement or the interpretation of any term or provisions hereof.

12. Successors and Assigns. This Escrow Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns.
13. Conflicts; Governing Law. Any disputes relating to this Escrow Agreement or the transfer of funds will be governed by Arkansas law, without regard to conflict of law provisions. The Parties hereby agree that any legal proceedings relating to this Escrow Agreement will be venued in the state or federal courts in Arkansas.
14. Counterparts. To facilitate execution, this Escrow Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of all Parties hereto appear on each counterpart hereof, and it shall be sufficient that the signature on behalf of each Party appear on one or more such counterparts. All counterparts collectively constitute a single agreement.
15. Severability. If any provision of this Escrow Agreement or its application is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other applications of that provision and of all other provisions and applications hereof, will not in any way be affected or impaired. If any court shall determine that any provision of this Escrow Agreement is in any way invalid, illegal or unenforceable, such provision shall be reduced to whatever extent is necessary to make such provision valid, legal and enforceable.
16. Waiver. No waiver or failure to insist upon strict compliance with any obligation, covenant, agreement or condition of this Escrow Agreement shall operate as the waiver of, or an estoppel with respect to, any subsequent or other failure.
17. Breach of Obligation. Any breach by the Viator of its obligations under this Escrow Agreement shall constitute a breach of the Viator's obligations under the Life Settlement (Viatical) Contract.
18. Termination. Except for the indemnification provision, this Escrow Agreement will terminate on the earliest of the following to occur: (i) the date the Escrow Agent pays the Escrow Amount to Viator and Interest to Viatical Settlement Provider; (ii) the date the Escrow Agent transfers the Escrow Amount and Interest back to Viatical Settlement Provider's account should Viator elect to rescind the contract before the Escrow Amount is delivered to Viator; or (iii) upon appointment of a successor escrow agent pursuant to the terms of Paragraph 9.

NOTARY

State of _____)
) SS:
County of _____)

Subscribed and affirmed to before me this ____ day of _____, 20 __.

(SEAL)

Signature of Notary Public
My commission expires: _____

VIATOR:

(Signature of Viator)

(Printed Name of Viator)

NOTARY

State of _____)
) SS:
County of _____)

Before me, a duly authorized and commissioned Notary Public in the above-referenced state, personally appeared _____, known to me or provided _____ as legally accepted identification to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for purposes and consideration therein expressed.

Subscribed and affirmed to before me this ____ day of _____, 20 __.

(SEAL)

Signature of Notary Public
My commission expires: _____

SERFF Tracking Number: IMLS-128379363 State: Arkansas
 Filing Company: Imperial Life Settlements, LLC State Tracking Number:
 Company Tracking Number:
 TOI: LS01 Life Settlements Sub-TOI: LS01.000 Life Settlements
 Product Name: AR Revised Escrow Agreement
 Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Consent to Release Medical Records		
Bypass Reason: The Consent to Release Medical Records, Escrow Agreement, and Physician statement are not being revised. The revised Escrow Agreement redline and final is attached to the Form Schedule.		

Comments:

	Item Status:	Status Date:
Bypassed - Item: Escrow Agreement		
Bypass Reason: The Consent to Release Medical Records, Escrow Agreement, and Physician statement are not being revised. The revised Escrow Agreement redline and final is attached to the Form Schedule.		

Comments:

	Item Status:	Status Date:
Bypassed - Item: Physician Statement		
Bypass Reason: The Consent to Release Medical Records, Escrow Agreement, and Physician statement are not being revised. The revised Escrow Agreement redline and final is attached to the Form Schedule.		

Comments:

	Item Status:	Status Date:
Bypassed - Item: Power of Attorney		
Bypass Reason: The Consent to Release Medical Records, Escrow Agreement, and Physician statement are not being revised. The revised Escrow Agreement redline and final is attached to the Form Schedule.		

Comments: