

MASTER FUNDING AGREEMENT

dated as of May 1, 2008

among

SINOMATIC INVESTMENT HOLDINGS LTD.,

as Funder,

CHACONAS & WILSON, P.C.;
YORKE, BURKE & LEE CPAS, P.A. AND
WILLIAM MARR,

as Policyowners,

and

VARIOUS INVESTORS PARTY HERETO,

as Investors

MASTER FUNDING AGREEMENT

This **MASTER FUNDING AGREEMENT** is made and entered into as of May 1, 2008, by and among **SINOMATIC INVESTMENT HOLDINGS LTD.**, a British Virgin Islands company (the "Funder"); **CHACONAS & WILSON, P.C.**, a District of Columbia professional corporation ("Chaconas"); **YORKE, BURKE & LEE CPAS, P.A.**, a Maryland professional association ("Yorke"); **WILLIAM MARR**, a Virginia sole proprietorship ("Marr"); collectively with Chaconas and Yorke, the "Policyowners"; and the **INVESTORS** listed on Exhibit A attached hereto (each an "Investor" and collectively the "Investors").

BACKGROUND

WHEREAS, pursuant to various Purchase Agreements between VESPERS (as defined below) and various Investors (as defined below) substantially in the exemplary form attached hereto as Exhibit D (each, a "Purchase Agreement"), VESPERS represented such Investors and using funds that such Investors paid to VESPERS purchased for the benefit of such Investors the various life insurance policies listed on Exhibit A attached hereto. (the "Policies"); WHEREAS, Chaconas, on behalf of certain Investors, is the owner and beneficiary of certain of the Policies; Yorke, on behalf of certain Investors, is the owner and beneficiary of certain of the Policies; and Marr in his capacity as the trustee for certain Investors is the owner and beneficiary of certain of the Policies;

WHEREAS, each of the Policyowners and Investors desires that Funder fund certain premium payments with respect to Policies held in the name of the Policyowners for the benefit of the Investors.

WHEREAS, Funder is willing to fund such premium payments on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties hereto agree as follows:

ARTICLE I -- DEFINITIONS

SECTION 1.1 Defined Terms. As used in this Agreement, the following terms have the following meanings:

"Account Control Agreement" means each account control agreement or other agreement or agreements, including any treasury management agreement, in form and substance acceptable to the Funder, establishing control or otherwise perfecting the security interest of the Funder in the Collection Account and all funds deposited therein.

"Administrative Agent" means Lifetrade Management Company, N.V.

"Administrative Agent Agreement" means that certain Administrative Agent Agreement to be entered among Administrative Agent, Policyowners and Funder.

"Administrative Agent Report" has the meaning set forth in the Administrative Agent Agreement.

"Adverse Claim" means a Lien, security interest, pledge, charge or encumbrance, or similar right or claim of any Person.

"Affiliate" of any Person means any other Person that (i) directly or indirectly controls, is controlled by or is under common control with such Person (excluding any trustee under, or any committee with responsibility for administering, any employee benefit plan) or (ii) is an officer or director of such Person. A Person shall be deemed to be "controlled by" any other Person if such other Person possesses, directly or indirectly, power (a) to vote 5% or more of the securities (on a fully diluted basis) having ordinary voting power for the election of directors or managing partners; or (b) to direct or cause the direction of the management and policies of such Person whether by contract or otherwise. The word "Affiliated" has a correlative meaning. For purposes of clarity, Chancellor shall be deemed to be an Affiliate of VESPERS and any payments or proceeds of Policies he may have otherwise been entitled to as an Investor shall be applied to reimburse the advances made by Funder to make Premium Payments with respect to the Policies in which he is an Investor.

"Agreement" means this Master Funding Agreement, as it may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

"Business Day" shall mean any day other than a Saturday, a Sunday or a day on which commercial banks in New York, New York or the District of Columbia are not authorized or required to be open for business.

"Chaconas" has the meaning set forth in the Preamble.

"Chancellor" means Ronald J. Chancellor, an individual resident of the District of Columbia.

"Collateral" has the meaning set forth in Section 2.4.

"Collection Account" means that certain bank account maintained by Administrative Agent with a financial institution acceptable to Funder, for the purpose of receiving Collections and which is subject to an Account Control Agreement.

"Collections" means all funds: (a) that are the payment of death benefits under a Policy; (b) that are premium payments refunded by an Insurance Provider, or (c) that are any other collections or proceeds received on or in respect of the disposition, repayment, prepayment, or otherwise in connection with any Policy, in each case with such funds either (i) remitted directly to the Collection Account or (ii) received by a Policyowner, Administrative Agent, Funder or any other Person on their behalf.

"Default Event" shall mean any of the events described in Section 8.1.

“Distribution Date” means the twenty-fifth (25th) day of each calendar month following the end of a calendar quarter, or if such day is not a Business Day, the next succeeding Business Day.

“Election Date” has the meaning set forth in Section 3.1.

“Election Report” has the meaning set forth in Section 3.3.

“Funder” has the meaning set forth in the Preamble.

“Funding” means any amount disbursed or otherwise paid by Funder in connection with or pursuant to this Agreement, whether such funds are used for the payment of premiums with respect to Policies or otherwise.

“GAAP” means generally accepted United States generally accepted accounting principles.

“Governmental Authority” means the United States of America, any federal, state, local or other political subdivision thereof and any entity exercising executive, legislative, judicial, regulatory or administrative functions thereof or pertaining thereto.

“Indebtedness” of any Person means, without duplication: (a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, asset-backed securities, derivatives or other similar instruments; (b) all obligations, contingent or otherwise, relative to the face amount of all letters of credit, whether or not drawn, and banker’s acceptances issued for the account of such Person; (c) all obligations of such Person as lessee under leases that have been or should be, in accordance with GAAP, recorded as capitalized lease liabilities; (d) all other items that, in accordance with GAAP, would be included as liabilities on the liability side of the balance sheet of such Person as of the date at which Indebtedness is to be determined; (e) whether or not so included as liabilities in accordance with GAAP, all obligations of such Person to pay the deferred purchase price of property or services, and indebtedness (excluding prepaid interest thereon) secured by a lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse; and (f) all contingent liabilities of such Person in respect of any of the foregoing.

“Indemnified Amounts” has the meaning set forth in Section 10.1.

“Indemnified Party” has the meaning set forth in Section 10.1.

“Initial Investment” means all amounts paid to VESPERs by an Investor to acquire its indirect interest in a portion of the death benefit payable under a Policy, as such amounts are set forth on Exhibit A attached hereto.

“Insurance Provider” means, with respect to a Policy, the insurance company that has issued such Policy.

“Insured” with respect to any Policy means the Person or Persons whose life or lives are insured by such Policy.

“Invested Amount” means, with respect to any Policy, the sum of an Investor’s Initial Investments and Subsequent Investments.

“Investor” has the meaning set forth in the Preamble.

“Investor Letter” means a letter from a Policyowner to an Investor advising such Policyowner of his/her/its options under this Agreement, together with a Joinder Agreement and the other Joinder Documents.

“Joinder Agreement” means an agreement, in the form attached hereto as Exhibit B.

“Joinder Documents” means, collectively, a Joinder Agreements and all agreements, consents and other documents to be executed or delivered by an Investor in connection therewith.

“Lien” means any mortgage or deed of trust, pledge, hypothecation, assignment, deposit arrangement, lien, charge, claim, security interest, easement or encumbrance, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any lease or title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement perfecting a security interest under the UCC or comparable law of any jurisdiction).

“Marr” has the meaning set forth in the Preamble.

“Material Adverse Effect” means with respect to any event or circumstance, a material adverse effect on: (a) the business, assets, financial condition or operations of any party hereto or the Administrative Agent; (b) the ability or willingness of any Person party to a Transaction Document to conduct business or perform their respective obligations under any Transaction Document; (c) the validity or enforceability of any Transaction Document, or the collectibility of the obligations of any Person under any Transaction Document; or (d) the status, existence, perfection or priority of (i) the Funder’s security interest in any of the Collateral or (ii) the applicable Policyowner’s ownership of any Policy.

“Non-Voting Investor” means an Investor that does not execute and return to a Policyowner a Joinder Agreement and the other Joinder Documents.

“Option 1 Conditions” means all of the conditions precedent set forth in Section 7.1.

“Option 1 Investor” means, with respect to any Policy, either (a) an Investor that has properly elected to have such Policy be an Option 1 Policy by having completed, signed and returned to a Policyowner a Joinder Agreement indicating that it has elected to be

an Option 1 Investor hereunder in accordance with the Investor Letter, or (b) a Non-Voting Investor.

“Option 1 Policy” means a Policy obtained by an Investor pursuant to a Purchase Agreement with respect to which the relevant Investor has elected to have such Policy be an Option 1 Policy hereunder by having completed, signed and returned to a Policyowner a Joinder Agreement indicating that it has elected to be an Option 1 Investor hereunder in accordance with the Investor Letter.

“Option 2 Conditions” means all the following conditions: (a) all of the conditions precedent set forth in Section 5.1 shall have been satisfied, in each case in a manner satisfactory to Funder in its sole discretion; and (b) with respect to any Policy, Investors therein whose Original Percentage Interest, in the aggregate, of such Policy equals at least forty percent (40%) of such Policy as of the Election Date have completed, signed and returned to a Policyowner a Joinder Agreement indicating that they have elected to be an Option 2 Investor hereunder in accordance with the Investor Letter.

“Option 2 Investor” means, with respect to any Policy, an Investor that has elected to have such Policy be an Option 2 Policy by having completed, signed and returned to a Policyowner a Joinder Agreement indicating that it has elected to be an Option 2 Investor hereunder in accordance with the Investor Letter.

“Option 2 Policy” means a Policy with respect to which Option 2 Conditions have been satisfied.

“Original Percentage Interest” means, with respect to any Investor and Policy, a ratio equal to such Investor's Initial Investment in a Policy divided by the sum of all Investors' Initial Investments in such Policy, as set forth with respect to each Policy on Exhibit A attached hereto.

“Person” means an individual, partnership, corporation (including a business trust), association, joint stock company, limited liability company, trust, unincorporated association, joint venture, government or any agency or political subdivision thereof or any other entity.

“Policy” has the meaning set forth in the Recitals.

“Policyowner” has the meaning set forth in the Preamble.

“Premium Payments” means the premium payments due from time to time under Policies to the Insurance Provider to keep a Policy in force and not lapse or enter any grace period before such lapse, including any such insurance premiums created by an increase by the Insurance Provider of the cost of the insurance premiums for a Policy.

“Prior Fundings” means the amounts disbursed by Funder prior to the Election Date for the payment of Premium Payments due and owing with respect to Policies, which amounts are set forth on Exhibit C attached hereto.

“Purchase Agreement” has the meaning set forth in the Recitals.

“Residual Percentage Interest” means, with respect to an Option 1 Investor's interest in any Option 2 policy, the percentage interest calculated by dividing the Option 1 Investor's Original Percentage Interest by the total Original Percentage Interests of all Option 1 Investors in such Option 2 Policy, excluding the Original Percentage Interest of all Option 2 Investors

“Subsequent Investments” means all amounts funded with respect to an Option 2 Policy by an Investor for the payment of premiums due under such Option 2 Policy in excess of such Investor's Initial Investment.

“Transaction Documents” means this Agreement, the Administrative Agent Agreement, the VESPERS Waiver Agreement, the VESPERS Cooperation Agreement, all Joinder Agreements and all Joinder Documents.

“UCC” means the Uniform Commercial Code as from time to time in effect in the applicable jurisdiction or jurisdictions.

“VESPERS” means VESPERS, LLC, a District of Columbia limited liability company formerly known as Viatical & Elderly Settlement Providers, LLC.

“VESPERS Cooperation Agreement” means the Cooperation Agreement in the form attached hereto as Exhibit F.

“VESPERS Waiver Agreement” means the Waiver and Assignment Agreement in the form attached hereto as Exhibit E.

“Yorke” has the meaning set forth in the Preamble.

SECTION 1.2 Other Definitional Provisions.

(a) Unless otherwise specified therein, all terms defined in this Agreement have the meanings as so defined herein when in any other certificate, report or other document made or delivered pursuant hereto.

(b) Each term defined in the singular form in Section 1.1 or elsewhere in this Agreement shall mean the plural thereof when the plural form of such term is used in this Agreement or any other Transaction Document, certificate, report or other document made or delivered pursuant hereto, and each term defined in the plural form in Section 1.1 shall mean the singular thereof when the singular form of such term is used herein or therein.

(c) The words “hereof,” “herein,” “hereunder” and similar terms when used in this Agreement shall refer to this agreement as a whole and not to any particular provision of this Agreement, and article, section, subsection, schedule and exhibit references herein are references to articles, sections, subsections, schedules and exhibits to this Agreement unless otherwise specified.

(d) With respect to all terms in this Agreement, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to “writing” include

printing, typing, lithography and other means of reproducing words in a visible form; references to agreements and other contractual instruments include all subsequent amendments, amendments and restatements and supplements thereto or changes therein entered into in accordance with their respective terms not prohibited by this Agreement; references to Persons include their permitted successors and assigns; references to laws include their amendments and supplements, the rules and regulations thereunder and any successors thereto; and the terms "including" means "including without limitation."

SECTION 1.3 Computation of Time Periods. Unless otherwise stated in this Agreement, in the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and the words "to" and "until" each means "to but excluding."

ARTICLE II

THE FUNDING OF PREMIUM PAYMENTS

SECTION 2.1 Option 1 Funding Commitment. On the terms of and subject to the conditions set forth in this Agreement, Funder agrees to fund amounts necessary to pay all Premium Payments with respect to Option 1 Policies; provided, however, that at no time shall Funder have any obligation to make any Funding with respect to a Policy unless all of the conditions precedent set forth in Section 7.2 with respect to such Funding have been satisfied.

SECTION 2.2 Option 2 Premium Payments.

(a) With respect to any Option 2 Policy, subject to the satisfaction of all the Option 2 Conditions, each Option 2 Investor shall fund its Original Percentage Interest of all amounts necessary to pay all Premium Payments with respect to each of such Investor's Option 2 Policies. Each payment by such Option 2 Investor shall be made by such Option 2 Investor to the Administrative Agent pursuant to the terms of the Administrative Agent Agreement.

(b) Should an Option 2 Investor fail to make timely payment to the Administrative Agent, in accordance with the terms of the Administrative Agent Agreement, of any amount required to be paid by such Option 2 Investor with respect to an Option 2 Policy, such Option 2 Investor shall cease to be deemed an Option 2 Investor and shall thereafter be an Option 1 Investor. If such a change in the status of Option 2 Investors to Option 1 Investors causes the Option 2 Conditions to no longer be met with respect to an Option 2 Policy, such Option 2 Policy shall cease to be deemed an Option 2 Policy and shall thereafter be an Option 1 Policy.

SECTION 2.3 Fundings. All Fundings shall be made by Funder to the Administrative Agent pursuant to the terms of the Administrative Agent Agreement.

SECTION 2.4 Collateral Security. As collateral security for the Funder's right to receive payment of

all amounts due to Funder pursuant to this Agreement and the other Transaction Document, Funder shall be granted Liens on the following assets: (a) as security for the payment of the amounts due to Funder under the Transaction Documents, each Policyowner (1) grants Funder a Lien on all assets of such Policyowner held for the benefit of an Investor and (2) a collateral assignment of each Policy owned by such Policyowner; and (b) as security for the payment of the amounts due to Funder under the Transaction Documents, each Investor grants Funder a Lien on all of such Investor's interests in the Policies (collectively, the "Collateral").

SECTION 2.5 Prior Fundings. Each Policyowner, for itself and each Investor, and Investor hereby irrevocably ratifies and approves each Prior Funding made by the Funder and agrees that Funder is entitled to repayment for such Prior Fundings in accordance with the terms hereof.

SECTION 2.6 Conflicting Terms. To the extent that the provisions of this Agreement and the other Transaction Documents conflict with the Purchase Agreements and Trust Agreements, or provide for an alternative distribution of proceeds of the Policies than was set forth in the Purchase Agreements and Trust Agreements, or are otherwise inconsistent with the terms set forth in the Purchase Agreements and Trust Agreements, each Policyowner and Investor hereby agrees that the terms and provisions of this Agreement and the other Transaction Documents shall control. The Purchase and Trust Agreements, including any and all provisions providing for the indemnification of the Policyowners, otherwise remain in force.

ARTICLE III -- INVESTOR ELECTIONS

SECTION 3.1 Investor Election Notices. On or before May 15, 2008, the Policyowners shall send an Investor Letter to each Investor with respect to each Policy. Such Election Notices shall instruct each Investor to make an election as to whether to become an Option 1 Investor or Option 2 Investor. Each Policyowner shall instruct each Investor to complete, execute and return the Joinder Agreement and the other Joinder Documents to a Policyowner no later than July 31, 2008 (the "Election Date").

SECTION 3.2 Investor Election Determination. On or before August 8, 2008, the Policyowners shall evaluate all the Election Notices received by the Policyowners and report the results thereof to the Funder (the "Election Report"), including a report as to whether the Option 1 Conditions have been satisfied and, if so, detailing (a) which Investors are Option 1 Investors or Option 2 Investors and (b) which Policies are Option 1 Policies or Option 2 Policies.

SECTION 3.3 Investor Notices. No later than fifteen (15) days after the receipt of the Election Report, the Policyowners shall notify each Eligible Investor for

which such Policyowner owns a Policy as to the results of the election and whether each such Policy is an Option 1 Policy or an Option 2 Policy.

ARTICLE IV

DISTRIBUTION OF COLLECTIONS

SECTION 4.1 Distribution of Collections. On the date hereof, the Administrative Agent shall, pursuant to the Administrative Agent Agreement, establish and maintain the Collection Account. The Collection Account shall be used only to receive deposits of all Collections on, or with respect to, Policies. No funds other than Collections shall be transferred or deposited into the Collection Account. All income earned on deposits in such Collection Account shall be credited to the Collection Account and applied with Collections, in accordance with the terms hereof. The Collection Account shall at all times be subject to the control of Funder, whether pursuant to an Account Control Agreement or other agreement, or otherwise established in such a manner, so as to perfect the security interest of the Funder thereto and to the funds on deposit therein, in each case, in form and substance satisfactory to the Funder. All Collections deposited in the Collection Account shall be distributed by the Administrative Agent, as appropriate, on each Distribution Date and in the order of priority set hereof in Section 4.2 of this Agreement and all as set forth in the Monthly Report for such Distribution Date approved by Funder.

SECTION 4.2 Disbursement of Collections.

(a) Allocation of Collections. All Collections received and deposited in the Collection Account with respect to any Policy shall be allocated as proceeds of either an Option 1 Policy or an Option 2 Policy for distribution in accordance with this Section 4.2.

(b) Settlement Procedures for Option 1 Policies. On each Distribution Date and with respect to all Collections then held in the Collection Account allocated to Option 1 Policies, Administrative Agent (or Funder, if Funder has exercised its right of exclusive control over the Collection Account) shall distribute (and Policyowners and Funder shall provide to Administrative Agent on a timely basis all calculations and information needed for such administration and distribution of such Collections) such Collections in the following order of priority:

(i) first, on a *pro rata* basis, to the Funder and the Policyowners an amount equal to (X) \$400,000, representing the reasonable out-of-pocket costs incurred by each such Person in connection with the negotiation and documentation of the Transaction Documents less any amounts previously paid towards such expenses by the Option 2 Investors, multiplied by (Y) the face amount of each Option 1 Policy for which there were Collections received during the prior calendar quarter divided by (Z) the aggregate face amount of all Option 1 Policies and Option 2

Policies, including Option 1 Policies and Option 2 Policies that have previously matured;

(ii) second, on a *pro rata* basis, (X) to any Administrative Agent that is not VESPERS or any Affiliate of VESPERS an amount equal to the sum of all accrued and unpaid fees, expenses and indemnities payable to the Administrative Agent at such time with respect to any Option 1 Policy for which Collections have been deposited in the Collection Account during the prior calendar quarter and (Y) to Funder an amount equal to all fees, expenses and indemnities previously paid by Funder to the Administrative Agent with respect to any Option 1 Policy for which Collections have been deposited in the Collection Account during the prior calendar quarter;

(iii) third, to Funder and any Indemnified Party or Affiliate an amount equal to the sum of (a) the amount, if any, of all accrued and unpaid fees, reimbursements and indemnities owing to the Funder and any Indemnified Persons Affiliated with the Funder under any Transaction Document with respect to any Option 1 Policy for which collections have been received in the previous month and (b) a *pro rata* share of the unreimbursed indirect costs and expenses related to the administration of the Policies and the Transaction Documents determined by dividing (X) the face amount of each Option 1 Policy for which Collections were received during the prior calendar quarter by (Y) the aggregate face amount of all Option 1 Policies and Option 2 Policies then in force and all Option 1 Policies for which Collections were received during the prior calendar quarter;

(iv) fourth, to each Option 1 Investor with an interest in any Option 1 Policy for which Collections have been received and deposited in the Collection Account during the prior calendar quarter, an amount equal to (X) the amount of Collections received with respect to such Option 1 Policy (after deducting the amounts of distributions pursuant to clauses first through third of this Section 4.2(b)) multiplied by (Y) such Option 1 Investor's aggregate Subsequent Investments in such Policy (if such Option 1 Investor made any such Subsequent while being deemed an Option 2 Investor) divided by (Z) the total amount of Subsequent Investments in Option 1 Policy by all Option 1 Investors; provided, however, in no event shall the aggregate amount of Collections distributed to an Option 1 Investor on account of this clause fourth with respect to any Option 1 Policy exceed such Option 1 Investor's Subsequent Investments in such Option 1 Policy;

(v) fifth, on a *pro rata* basis, to each Option 1 Investor with an interest in any Option 1 Policy for which Collections have been received deposited in the Collection Account during the prior calendar quarter, an amount equal to (X) the amount of Collections received with respect to such Option 1

Policy (after deducting the amounts of distributions pursuant to clauses first through fourth above) multiplied by (Y) such Option 1 Investor's Original Percentage Interest in such Option 1 Policy; provided, however, in no event shall the aggregate amount of Collections distributed to an Option 1 Investor on account of Collections with respect to any Option 1 Policy exceed such Option 1 Investor's Invested Amount in such Option 1 Policy;

(vi) sixth, to Funder, for its own account.

(c) Settlement Procedures for Option 2 Policies. On each Distribution Date and with respect to all Collections then held in the Collection Account allocated to Option 2 Policies, Administrative Agent (or Funder, if Funder has exercised its right of exclusive control over the Collection Account) shall distribute (and Policyowners and Funder shall provide to Administrative Agent on a timely basis all calculations and information needed for such administration and distribution of such Collections) such Collections in the following order of priority:

(i) first, on a *pro rata* basis, to the Funder and the Policyowners an amount equal to (W) \$400,000, representing the reasonable out-of-pocket costs incurred by each such Person in connection with the negotiation and documentation of the Transaction Documents multiplied by (X) the face amount of each Option 2 Policy for which there were Collections received during the prior calendar quarter divided by (Y) the aggregate face amount of all Option 1 Policies and Option 2 Policies, including Option 1 Policies and Option 2 Policies that have previously matured minus (Z) any amounts previously paid towards such expenses by the Option 2 Investors;

(ii) second, on a *pro rata* basis, (X) to any Administrative Agent that is not VESPERS or any Affiliate of VESPERS an amount equal to the sum of all accrued and unpaid fees, expenses and indemnities payable to the Administrative Agent at such time with respect to any Option 2 Policy for which Collections have been deposited in the Collection Account during the prior calendar quarter and (Y) to Funder an amount equal to all fees, expenses and indemnities previously paid by Funder to the Administrative Agent with respect to any Option 2 Policy for which Collections have been deposited in the Collection Account during the prior calendar quarter;

(iii) third, to Funder and any Indemnified Party or Affiliate an amount equal to the sum of (a) the amount, if any, of all accrued and unpaid fees, reimbursements and indemnities owing to the Funder and any Indemnified Persons Affiliated with the Funder under any Transaction Document with respect to any Option 2 policy for which collections have been received in the previous month and (b) a pro rata share of the unreimbursed indirect costs and

expenses related to the administration of the Policies and the Transaction Documents determined by dividing (X) the face amount of each Option 2 Policy for which Collections were received during the prior calendar quarter divided by (Y) the aggregate face amount of all Option 1 Policies and Option 2 Policies then in force and all Option 2 Policies for which Collections were received during the prior calendar quarter;

(iv) fourth, after giving effect to the payments described in clauses first through third of this Section 4.2(c), on a *pro rata* basis, to each Option 2 Investor with an interest in such Option 2 Policy, an amount equal to (A) the amount of Collections received with respect to such Option 2 Policy multiplied by (B) such Option 2 Investor's Original Percentage Interest in such Option 2 Policy;

(v) fifth, to each Option 1 Investor with an interest in any Option 2 Policy for which Collections have been received and deposited in the Collection Account during the prior calendar quarter, an amount equal to (X) the amount of Collections received with respect to such Option 2 Policy (after deducting the amounts of distributions pursuant to clauses first through fourth above) multiplied by (Y) such Option 1 Investor's aggregate Subsequent Investments in such Policy divided by (Z) the total amount of Subsequent Investments in such Option 2 Policy by all Option 1 Investors; provided, however, in no event shall the aggregate amount of Collections distributed to an Option 1 Investor on account of this clause fifth with respect to any Option 2 Policy exceed such Option 1 Investor's Subsequent Investments in such Option 2 Policy;

(vi) sixth, on a *pro rata* basis, to each Option 1 Investor with an interest in any Option 2 Policy for which Collections have been received and deposited in the Collection Account during the prior calendar quarter, an amount equal to (X) the amount of Collections received with respect to such Option 2 Policy (after deducting the amounts of distributions pursuant to clauses first through fifth of this Section 4.2(c)) multiplied by (Y) such Option 1 Investor's Residual Percentage Interest in such Option 2 Policy; provided, however, in no event shall the aggregate amount of Collections distributed to an Option 1 Investor on account of Collections with respect to any Option 2 Policy exceed such Option 1 Investor's Invested Amount in such Option 2 Policy;

(vii) seventh, to Funder, for its own account.

(d) No Distribution to VESPERS. The Parties hereto acknowledge and agree that at no time shall any Collections be distributed to VESPERS, Chancellor or any Affiliate of VESPERS or Chancellor.

SECTION 4.3 Making of Payments. All payments distributions of Collections shall be made by Administrative Agent pursuant to (a) such

instructions as are given by each Investor in the Joinder Documents, (b) such subsequent written instructions as an Investor may deliver to Administrative Agent thereafter, or (c) such instructions as Funder, Administrative Agent or Paying Agent may deliver to Administrative Agent from time to time.

ARTICLE V -- CONDITIONS PRECEDENT

SECTION 5.1 Initial Funding. The obligation of the Funder to make the initial Funding hereunder is, in addition to the conditions precedent specified in Section 5.2, subject to the satisfaction of the following conditions precedent, in each case in a manner satisfactory to Funder in its sole discretion:

5.1.1 Corporate Documents. Funder shall have received certified copies of (a) the organizational documents of each Policyowner and (b) if applicable, resolutions of the Board of Directors, members or other controlling Persons of each Policyowner.

5.1.2 Opinions of Counsel. Funder shall have received favorable opinions of counsel to each Policyowner, in form and substance acceptable to the Funder, as to such regulatory, general corporate, enforceability, UCC, bankruptcy and other matters as the Funder may request; provided, however, no such opinion of counsel shall indicate that this Agreement or any of the transactions contemplated hereby have been approved or endorsed by any Governmental Authority.

5.1.3 Transaction Documents. Funder shall have received duly executed copies of (i) this Agreement, (ii) the Administrative Agent Agreement, (iii) the VESPERs Waiver Agreement, (iv) the VESPERs Cooperation Agreement, and (v) each of the other Transaction Documents.

5.1.4 Investor Elections. At least sixty percent (60%) of all Investors shall have elected to become an Option 1 Investor hereunder and to have their Policies become Option 1 Policies by executing and returning to a Policyowner a Joinder Agreement and all Joinder Documents on or before the Election Date.

5.1.5 Consents, Etc. Funder shall have received, from each Person required to obtain such consent or governmental approvals, certified copies of all documents evidencing any necessary consents and governmental approvals (if any) with respect to this Agreement and the other Transaction Documents.

5.1.6 Financing Statements. Funder shall have received acknowledgment copies of proper financing statements (Form UCC-1), filed on or before the date of the initial Funding naming each Policyowner and each Investor as debtor and the Funder as the secured party, in each case, as may be necessary or, in the opinion of the Funder, desirable under the UCC to perfect Funder's security interest in the applicable Collateral.

5.1.7 Search Reports. Funder shall have received written search reports provided to the Funder by a

search service acceptable to the Funder, listing all effective financing statements that name a Policyowner or a Investor as debtor or assignor and that are filed in the jurisdictions in which filings were made pursuant to Section 5.1.6 hereof and in such other jurisdictions that Funder shall reasonably request, together with copies of such financing statements (none of which shall cover any Collateral or any interests therein or of the assets thereof or proceeds of any thereof, other than financing statements in favor of the Funder pursuant to this Agreement and the Transaction Documents), and tax, ERISA and judgment lien search reports from a Person satisfactory to the Funder showing no evidence of such liens filed against a Policyowner or a Investor.

5.1.8 Collateral Assignments of Policies. With respect to each Policy, Funder shall have received a collateral assignment of such Policy and each such collateral assignment shall have been recorded with and acknowledged by the relevant Insurance Provider.

5.1.9 Other. Such other documents, opinions and certificates as the Funder may reasonably request.

SECTION 5.2 All Fundings. The making of the initial Funding and each subsequent Funding by Funder are, in each case, subject to the following further conditions precedent that:

5.2.1 No Default, Etc. (a) The representations and warranties contained in Article 6 are true and correct as of the date of such Funding, with the same effect as though made on the date of such Funding, (b) no Party hereto has breach any of the covenants contained in Article 7, and (c) no Default Event has occurred.

5.2.2 Approvals and Licenses. Each Policyowner, each Investor and Administrative Agent shall have obtained and maintained all consents, approvals, authorizations, orders, rights, licenses, franchises, and permits, if any, required by or from any federal, state or other Governmental Authority, for the conduct of its business and the ownership of its properties, or otherwise obtain a waiver, exemption or variance thereof.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES

SECTION 6.1 Policyowners. In order to induce the Funder to enter into this Agreement and to make Fundings hereunder, each Policyowner represents and warrants (as to itself), to the Funder as follows:

6.1.1 Organization and Good Standing, Etc. Such Person has been duly organized and is validly existing as an organization in good standing under the laws of its state of organization, with power and authority to own its properties and to conduct its business as such properties are presently owned and such business is presently conducted. It is duly licensed or qualified to do business as a foreign

organization in good standing in the jurisdiction where its principal place of business and chief executive office are located and in each other jurisdiction in which the failure to be so licensed or qualified could have a Material Adverse Effect.

6.1.2 Power and Authority; Due Authorization. Such Person has (a) all necessary power, authority and legal right to execute, deliver and perform its obligations under this Agreement and each of the other Transaction Documents to which it is a party and (b) duly authorized by all necessary organizational action the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party and the granting of security on the terms and subject to the conditions provided herein and in the other Transaction Documents.

6.1.3 No Violation. The consummation of the transactions contemplated by this Agreement and the other Transaction Documents and the fulfillment of the terms hereof and thereof will not (a) conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a default under, (i) the organizational documents of such Person, or (ii) any indenture, loan agreement, pooling and servicing agreement, contract, purchase agreement, mortgage, deed of trust, or other agreement or instrument to which such Person is a party or by which it or any of its property is bound, (b) result in or require the creation or imposition of any Adverse Claim upon any of its properties pursuant to the terms of any such indenture, loan agreement, pooling and servicing agreement, contract, purchase agreement, mortgage, deed of trust, or other agreement or instrument, other than the Transaction Documents, or (c) violate any law or any order, rule, or regulation applicable to such Person or of any court or of any federal, state or foreign regulatory body, administrative agency, or other Governmental Authority having jurisdiction over such Person any of its properties.

6.1.4 Validity and Binding Nature. This Agreement is, and each of the other Transaction Documents to which it is a party when duly executed and delivered by such Person will be, the legal, valid and binding obligation of such Person, enforceable in accordance with their respective terms except as enforceability may be limited by bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether such enforceability is considered in equity or at law.

6.1.5 Government Approvals. No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body required of such Person for the due execution, delivery or performance by such Person of any

Transaction Document to which it is a party remains unobtained or unfiled.

6.1.6 Quality of Title. All assets of such Person constituting Collateral shall be owned by such Person free and clear of any Adverse Claim, other than pursuant to the Transaction Documents. The Transaction Documents creates a valid first priority security interest in favor of the Funder in all of the rights of such Person in and to the Collateral, which security interest has been perfected (and free and clear of any Adverse Claim, other than pursuant to the Transaction Documents). No effective financing statement or other similar instrument is in effect covering any of the Collateral or any interest therein has been filed, authorized, acknowledged or otherwise permitted such Person in any recording office except for financing statements that may be filed in favor of the Funder in accordance with the Transaction Documents.

6.1.7 Accuracy of Information. All factual information heretofore or contemporaneously furnished by or on behalf of Policyowner to the Funder for purposes of or in connection with any Transaction Document or any transaction contemplated hereby or thereby is, and all other such factual information hereafter furnished by or on behalf of such Person to the Funder pursuant to or in connection with any Transaction Document will be, true and accurate in every material respect on the date as of which such information is provided. No information contained in any report or certificate delivered pursuant to this Agreement or any other Transaction Document shall be incomplete by omitting to state a material fact or any fact necessary to make the statements contained therein not misleading on the date as of which such information is dated or certified.

6.1.8 Location. For purposes of Section 9-301 of the UCC, each Policyowner is "located" in the District of Columbia. The office where each such Policyowner keeps its books and records relating to this Agreement and the other Transaction Documents is at the address identified below such Person's name on the signature pages hereto.

6.1.9 Taxes. Such Person has filed all tax returns and reports required by law to have been filed by it and has paid all taxes and governmental charges thereby shown to be owing, except any such taxes or charges that are being contested in good faith by appropriate proceedings and for which adequate reserves in accordance with GAAP shall have been set aside on its books.

6.1.10 Compliance with Applicable Laws; Licenses, Etc.

(a) Such Person is in compliance with the requirements of all laws, rules, regulations and orders of all Governmental Authorities applicable to it in connection with the nature and conduct of its

business a breach of any of which, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect.

(b) Such Person has not failed to obtain any licenses, permits, franchises or other governmental authorizations necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain could reasonably be expected to result in a Material Adverse Effect.

(c) Such Person is not required to obtain licenses or permits under any life settlement laws or regulations in order to enter into and consummate the transactions contemplated by this Agreement and the other Transaction Documents.

6.1.11 No Proceedings.

(a) There is no order, judgment, decree, injunction, stipulation or consent order of or with any Governmental Authority to which such Person is subject, and there is no action, suit, arbitration, regulatory proceeding pending, or, to the knowledge of such Person, threatened, nor, to the best of such Person's knowledge, is there any investigation pending or threatened before or by any court, regulatory body, administrative agency or other tribunal or governmental instrumentality, against such Person that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect; and

(b) There is no action, suit, proceeding, or arbitration pending, or to such Person's knowledge, any Governmental Authority investigation pending or, to the knowledge of such Person, threatened, before or by any Governmental Authority (i) asserting the invalidity or noncompliance with applicable law of this Agreement, the transactions contemplated by this Agreement or the Policyowners' ownership of the Policies, or (ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement or any other Transaction Document.

6.1.12 Conditions Precedent. As of the date of each Funding hereunder, all conditions precedent to the making such Funding have been either satisfied or waived by the Funder.

SECTION 6.2 Investors. In order to induce the Funder to enter into this Agreement and to make Fundings hereunder, each Investor hereby represents and warrants (as to itself), to the Funder as follows:

6.2.1 Organization and Good Standing, Etc. Such Person is either (a) an individual or (b) has been duly organized and is validly existing as an organization in good standing under the laws of its state of organization, with power and authority to own its properties and to conduct its business as such properties are presently owned and such business is presently conducted. To the extent applicable, such Person is duly licensed or qualified to do business as a foreign organization in good standing in the

jurisdiction where its principal place of business and chief executive office are located and in each other jurisdiction in which the failure to be so licensed or qualified could have a Material Adverse Effect.

6.2.2 Power and Authority; Due Authorization. Such Person has (a) all necessary power, authority and legal right to execute, deliver and perform its obligations under this Agreement and each of the other Transaction Documents to which it is a party and (b) if applicable, duly authorized by all necessary organizational action the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party and the granting of collateral security on the terms and subject to the conditions provided herein and in the other Transaction Documents.

6.2.3 No Violation. The consummation of the transactions contemplated by this Agreement and the other Transaction Documents and the fulfillment of the terms hereof and thereof will not (a) conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a default under, (i) if applicable, the organizational documents of such Person, or (ii) any indenture, loan agreement, pooling and servicing agreement, contract, purchase agreement, mortgage, deed of trust, or other agreement or instrument to which such Person is a party or by which it or any of its property is bound, (b) result in or require the creation or imposition of any Adverse Claim upon any of its properties pursuant to the terms of any such indenture, loan agreement, pooling and servicing agreement, contract, purchase agreement, mortgage, deed of trust, or other agreement or instrument, other than the Transaction Documents, or (c) violate any law or any order, rule, or regulation applicable to such Person or of any court or of any federal, state or foreign regulatory body, administrative agency, or other Governmental Authority having jurisdiction over such Person or any of its properties.

6.2.4 Validity and Binding Nature. This Agreement is, and each of the other Transaction Documents to which it is a party when duly executed and delivered by such Person will be, the legal, valid and binding obligation of such Person, enforceable in accordance with their respective terms except as enforceability may be limited by bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether such enforceability is considered in equity or at law.

6.2.5 Government Approvals. No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body required of such Person for the due execution, delivery or performance by such Person of any

Transaction Document to which it is a party remains unobtained or unfiled.

6.2.6 Quality of Title. All assets of such Person constituting Collateral shall be owned by such Person free and clear of any Adverse Claim, other than pursuant to the Transaction Documents. The Transaction Documents creates a valid first priority security interest in favor of the Funder in all of the rights of such Person in and to the Collateral, which security interest has been perfected (and free and clear of any Adverse Claim, other than pursuant to the Transaction Documents). No effective financing statement or other similar instrument covering any of the Collateral or any interest therein has been filed, authorized, acknowledged or otherwise permitted such Person in any recording office except for financing statements that may be filed in favor of the Funder in accordance with the Transaction Documents.

6.2.7 Accuracy of Information. All factual information heretofore or contemporaneously furnished by or on behalf of such Person to the Funder for purposes of or in connection with any Transaction Document or any transaction contemplated hereby or thereby is, and all other such factual information hereafter furnished by or on behalf of such Person to the Funder pursuant to or in connection with any Transaction Document will be, true and accurate in every material respect on the date as of which such information is provided. No information contained in any report or certificate delivered pursuant to this Agreement or any other Transaction Document shall be incomplete by omitting to state a material fact or any fact necessary to make the statements contained therein not misleading on the date as of which such information is dated or certified.

6.2.8 Location. For purposes of Section 9-301 of the UCC, each such Person is "located" at the address set forth in the relevant Joinder Agreement. The office where each such Person keeps its books and records relating to this Agreement and the other Transaction Documents is at the address identified below such Person's name on the signature pages hereto.

6.2.9 Taxes. Such Person has filed all tax returns and reports required by law to have been filed by it and has paid all taxes and governmental charges thereby shown to be owing, except any such taxes or charges that are being contested in good faith by appropriate proceedings and, if required, for which adequate reserves in accordance with GAAP shall have been set aside on its books.

6.2.10 Compliance with Applicable Laws; Licenses, Etc.

(a) Such Person is in compliance with the requirements of all laws, rules, regulations and orders of all Governmental Authorities applicable to it in connection with the nature and conduct of its

business a breach of any of which, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect.

(b) Such Person has not failed to obtain any licenses, permits, franchises or other governmental authorizations necessary to the ownership of its properties or to the conduct of its business, which violation or failure to obtain could reasonably be expected to result in a Material Adverse Effect.

(c) Such Person is not required to obtain licenses or permits under any life settlement laws or regulations in order to enter into and consummate the transactions contemplated by this Agreement and the other Transaction Documents.

6.2.11 No Proceedings.

(a) There is no order, judgment, decree, injunction, stipulation or consent order of or with any Governmental Authority to which such Person is subject, and there is no action, suit, arbitration, regulatory proceeding pending, or, to the knowledge of such Person, threatened, nor, to the best of such Person's knowledge, is there any investigation pending or threatened before or by any Governmental Authority, against such Person that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect; and

(b) There is no action, suit, proceeding, or arbitration pending, or to such Person's knowledge, any Governmental Authority investigation pending or, to the knowledge of such Person, threatened, before or by any Governmental Authority (i) asserting the invalidity or noncompliance with applicable law of this Agreement or the transactions contemplated by this Agreement or the Policyowners' ownership of the Policies, or (ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement or any other Transaction Document.

6.2.12 Conditions Precedent. As of the date of each Funding hereunder, all conditions precedent to the making such Funding have been either satisfied or waived in writing by the Funder.

SECTION 6.3 Funder. In order to induce the Policyowners and Investors to enter into this Agreement, Funder hereby represents and warrants (as to itself), to the Policyowners and Investors as follows:

6.3.1 Organization and Good Standing, Etc. Funder is duly organized and is validly existing as an organization in good standing under the laws of its place of organization, with power and authority to own its properties and to conduct its business as such properties are presently owned and such business is presently conducted. To the extent applicable, Funder is duly licensed or qualified to do business as a foreign organization in good standing in the jurisdiction where its principal place of business and chief executive office are located and in each other

jurisdiction in which the failure to be so licensed or qualified could have a Material Adverse Effect.

6.3.2 Power and Authority; Due Authorization. Funder has (a) all necessary power, authority and legal right to execute, deliver and perform its obligations under this Agreement and each of the other Transaction Documents to which it is a party and (b) if applicable, duly authorized by all necessary organizational action the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party and the granting of collateral security on the terms and subject to the conditions provided herein and in the other Transaction Documents.

6.3.3 No Violation. The consummation of the transactions contemplated by this Agreement and the other Transaction Documents and the fulfillment of the terms hereof and thereof will not (a) conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a default under, (i) if applicable, the organizational documents of Funder, or (ii) any indenture, loan agreement, pooling and servicing agreement, contract, purchase agreement, mortgage, deed of trust, or other agreement or instrument to which Funder is a party or by which it or any of its property is bound or (b) violate any law or any order, rule, or regulation applicable to such Person or of any court or of any federal, state or foreign regulatory body, administrative agency, or other Governmental Authority having jurisdiction over Funder or any its properties.

6.3.4 Validity and Binding Nature. This Agreement is, and each of the other Transaction Documents to which it is a party when duly executed and delivered by Funder will be, the legal, valid and binding obligation of Funder, enforceable in accordance with their respective terms except as enforceability may be limited by bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights generally and by general principles of equity, regardless of whether such enforceability is considered in equity or at law.

6.3.5 Government Approvals. No authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body required of Funder for the due execution, delivery or performance by Funder of any Transaction Document to which it is a party remains unobtained or unfiled.

6.3.6 Compliance with Applicable Laws; Licenses, Etc.

(a) Funder is in compliance with the requirements of all laws, rules, regulations and orders of all Governmental Authorities applicable to it in connection with the nature and conduct of its business a breach of any of which, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect.

(b) Funder has not failed to obtain any licenses, permits, franchises or other governmental authorizations necessary to the ownership of its properties, to fulfill its obligations under this Agreement, or to the conduct of its business, which violation or failure to obtain could reasonably be expected to result in a Material Adverse Effect.

(c) Funder is not required to obtain licenses or permits under any life settlement laws or regulations in order to enter into and consummate the transactions contemplated by this Agreement and the other Transaction Documents.

6.3.7 No Proceedings.

(a) There is no order, judgment, decree, injunction, stipulation or consent order of or with any Governmental Authority to which Funder is subject, and there is no action, suit, arbitration, regulatory proceeding pending, or, to the knowledge of Funder, threatened, nor, to the best of Funder's knowledge, is there any investigation pending or threatened before or by any Governmental Authority, against Funder that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect; and

(b) There is no action, suit, proceeding, or arbitration pending, or to Funder's knowledge, any Governmental Authority investigation pending or, to the knowledge of such Person, threatened, before or by any Governmental Authority (i) asserting the invalidity or noncompliance with applicable law of this Agreement or any other Transaction Document, or (ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement or any other Transaction Document.

ARTICLE VII -- COVENANTS

SECTION 7.1 Affirmative Covenants. From the date hereof, each Policyowner and Investor hereby covenants and agrees with the Funder that such Policyowner and Investor shall:

7.1. Compliance with Laws, Etc. Comply in all material respects with all applicable laws, rules, regulations and orders of all Governmental Authorities.

7.1.2 Preservation of Existence. Preserve and maintain its existence, rights, franchises and privileges in the jurisdiction of its organization and qualify and remain qualified in good standing as a foreign organization in the jurisdiction where its principal place of business and its chief executive office are located and in each other jurisdiction where the failure to preserve and maintain such existence, rights, franchises, privileges and qualifications could have a Material Adverse Effect.

7.1.3 Separate Corporate Existence. Each Policyowner and, if applicable, each Investor acknowledges that the Funder is entering into the transactions contemplated by this Agreement and the other Transaction Documents in reliance upon such

Person's identity as a legal Person separate from any other Person. Therefore, from and after the date hereof, each Policyowner and such Investor shall take (or cause to be taken) all reasonable steps specifically required by applicable law, this Agreement and the other Transaction Documents to which it is a party to continue such Person's identity as a separate legal entity and to make it apparent to third Persons that such Person is an entity with assets and liabilities distinct from those of any other Person.

7.1.4 Reporting Requirements. Notify Funder: (a) promptly after becoming aware of any event or circumstance relating to such Person in connection with the transactions contemplated hereby or any of the Transaction Documents that, in the reasonable judgment of such Person, could reasonably be expected to result in a Material Adverse Effect and (b) as soon as possible and in any event within three (3) Business Days after learning of a Default Event.

7.1.5 Collections. Hold any Collections that it may receive in trust for the Funder and immediately (and in any event within two (2) Business Days of its receipt thereof) cause such Collections to be deposited in the Collection Account.

7.1.6 Right to Payments. Each Investor hereby assigns to Funder all of its rights, whether pursuant to a Purchase Agreement or otherwise, to receive any payment with respect to a Policy, whether such payment is to be made by a Policyowner, an Insurance Provider or any other Person.

SECTION 7.2 Negative Covenants. From the date hereof, each Policyowner and Investor hereby covenants and agrees with the Funder that it shall not:

7.2.1 Sales, Liens, Etc. Except pursuant to, or as contemplated by, the Transaction Documents, sell, assign or otherwise dispose of, or create or suffer to exist voluntarily or involuntarily any Adverse Claims upon or with respect to any Policy or any Collateral, any interest therein or any right to receive any amount from or in respect thereof.

7.2.2 Mergers, Acquisitions, Sales, Subsidiaries, Etc. Each Policyowner shall not be a party to any merger or consolidation, or directly or indirectly purchase or otherwise acquire all or substantially all of the assets or any stock of any class of, or any partnership or joint venture interest in, any other Person, or sell, transfer, assign, convey or lease any of its property and assets (or any interest therein)..

7.2.3 Amendments or Consents to Certain Documents. Except as provided in this Agreement and the other Transaction Documents, such Person shall not enter into, execute and deliver, or otherwise become bound by any agreement, instrument, document or other arrangement that restricts its right to amend, supplement, amend and restate or otherwise modify, or to extend or renew, or to waive any right under, this Agreement or any other Transaction Document.

7.2.4 Incurrence of Indebtedness. No Policyowner shall create, incur or permit to exist any Indebtedness except for Indebtedness and liabilities incurred pursuant to the Transaction Documents, and normal trade payables incurred in the ordinary course of its business (the outstanding balance of which trade payables shall not exceed \$200,000 in the aggregate at any one time).

7.2.5 Deposits to the Collection Account. Deposit or otherwise credit, or cause or permit to be so deposited or credited by any Person, to the Collection Account cash or cash proceeds other than Collections or proceeds of the Collateral.

7.2.6 Relationship Between Parties. Nothing contained in this Agreement or in any Transaction Document shall constitute the Parties being partners or co-venturers with one another. Each Policyowner and Investor hereby acknowledges that it was advised by legal counsel in connection with the execution and delivery of this Agreement and the other Transaction Documents and had full opportunity to review all such Transaction Documents and ask questions of such counsel.

SECTION 7.3 Funder Affirmative Covenants. From the date hereof, Funder hereby covenants and agrees with each Policyowner and Investor that Funder shall:

7.3.1 Preservation of Existence. Preserve and maintain its existence, rights, franchises and privileges in the jurisdiction of its organization and qualify and remain qualified in good standing as a foreign organization in the jurisdiction where its principal place of business and its chief executive office are located and in each other jurisdiction where the failure to preserve and maintain such existence, rights, franchises, privileges and qualifications could have a Material Adverse Effect.

7.3.2 Reporting Requirements. Funder will notify each Policyowner promptly after becoming aware of any event or circumstance relating to such Person and in connection with the transactions contemplated hereby or any of the Transaction Documents that, in the reasonable judgment of Funder, would reasonably be expected to result in a Material Adverse Effect.

7.3.3 Collections. Cause any Collections that it may receive to be deposited in the Collection Account.

ARTICLE VIII

EVENTS OF DEFAULT AND THEIR EFFECT

SECTION 8.1 Default Events. Each of the following shall constitute a "Default Event" under this Agreement:

8.1.1 Non-Payment of Collections, Etc. (a) any Policyowner or Investor shall fail to make any deposit to the Collection Account required to be made under any of the Transaction Documents when due and such failure remains unremedied for a period of two (2) Business Days or (b) the Funder shall not

have received any other amount due to it hereunder or under any of the other Transaction Documents.

8.1.2 Non-Compliance with Other Provisions. A Policyowner or Investor shall fail to perform or observe any other term, covenant or agreement contained in this Agreement, or any other Transaction Document on its part to be performed or observed and any such failure shall remain unremedied for either (a) ten (10) calendar days or (b) thirty (30) calendar days if such Person has undertaken to cure such failure within ten (10) calendar days and the cure can be effectuated within such thirty (30) calendar day period.

8.1.3 Breach of Representations and Warranties. Any representation or warranty of a Policyowner or Investor made or deemed to have been made hereunder or in any other Transaction Document or any other writing or certificate furnished by or on behalf of a Policyowner or Investor to the Funder for purposes of or in connection with this Agreement or any other Transaction Document shall prove to have been false or incorrect in any material respect when made or deemed to have been made, and shall remain unremedied for either (a) ten (10) calendar days or (b) thirty (30) calendar days if such Person has undertaken to cure such failure within ten (10) calendar days and the cure can be effectuated within such thirty (30) calendar day period.

8.1.4 Bankruptcy. An Event of Bankruptcy shall have occurred and remained continuing with respect to any Policyowner.

8.1.5 Material Adverse Effect. There shall have occurred or exist any event or circumstances which has had a Material Adverse Effect and such condition shall remain unremedied for a period of two (2) Business Days.

8.1.6 Tax Liens; ERISA Liens. The Internal Revenue Service shall file notice of a lien pursuant to Section 6323 of the Internal Revenue Code with regard to any of the assets of a Policyowner, or the Pension Benefit Guaranty Corporation shall file notice of a lien pursuant to Section 4068 of ERISA with regard to any of the assets of a Policyowner.

8.1.7 Validity of Transaction Documents. (a) Any Transaction Document, or any Lien interest granted thereunder, shall (except in accordance with its terms), in whole or in part, terminate, cease to be effective or cease to be legally valid, binding and enforceable, (b) any Policyowner or Investor or any of their Affiliates shall, directly or indirectly, contest in any manner such effectiveness, validity, binding nature or enforceability, or (c) any Lien with respect to any Collateral shall, in whole or in part, cease to be a perfected first priority security interest, to the extent required by the Funder.

8.1.8 Enforcement Action. Any state attorney general, any state insurance department, any states securities commission, the Securities and Exchange

Commission or any other Governmental Authority brings any securities enforcement or other action against Funder or any Policyowner in connection with the transactions contemplated by this Agreement.

8.1.9 Administrative Agent Agreement. The Administrative Agent Agreement has been terminated and no replacement administrative agent has been appointed within thirty (30) days thereafter.

SECTION 8.2. Effect of Default Event.

(a) Optional Termination. Upon the occurrence and during the continuance of an Event of Default, the Funder may, by notice to Policyowners, terminate its obligations hereunder.

(b) Rights Following Default Event of Default. Upon the occurrence of any Default Event described in this Article 8, no Funding will be required to be made thereafter, and the Funder shall have, in addition to all other rights and remedies under this Agreement, the Transaction Documents or otherwise, all other rights and remedies provided under the UCC and other applicable laws, which rights shall be cumulative.

ARTICLE IX -- ASSIGNMENTS

SECTION 9.1 Restrictions on Assignments. No Policyowner or Investor may delegate any of its duties or assign any of its rights hereunder or any interest herein without the prior written consent of the Funder, which may not be unreasonably withheld.

SECTION 9.2 Assignments by the Funder; Participations. The Funder may do any of the following:

(a) assign or pledge all or any portion of any its rights and obligations hereunder and under the other Transaction Documents, to any other Person; and

(b) sell participations to one or more Persons in or to all or a portion of its rights and obligations under this Agreement and the other Transaction Documents; provided, that, (i) the Funder shall remain solely responsible to the other Parties hereto for the performance of such obligations, and (iii) any such participant shall not have any rights under this Agreement or any of the other Transaction Documents (the participant's rights against the Funder in respect of such participation to be those set forth in the agreement executed by the Funder in favor of the participant relating thereto).

All of the aforementioned assignments shall be upon such terms and conditions as the Funder, as assignor, and the assignee may mutually agree.

SECTION 9.3 Documentation. The Funder shall deliver to any assignee an assignment, in such form as the Funder and the related assignee may agree, duly executed by the Funder, assigning any such rights or obligations to the assignee.

ARTICLE X -- INDEMNIFICATION; RELEASE

SECTION 10.1 Investors General Indemnity. Without limiting any other rights which any such

Person may have hereunder or under applicable law, each Investor shall indemnify and hold harmless the Funder and its successors, transferees, participants and assigns and all officers, directors, shareholders, controlling persons, employees and agents of any of the foregoing (each of the foregoing Persons being individually called an “Indemnified Party”), forthwith on demand, from and against any and all damages, losses, claims, liabilities and related costs and expenses, including reasonable attorneys’ fees and disbursements actually incurred (all of the foregoing being collectively called “Indemnified Amounts”) awarded against or incurred by any of them arising out of or relating to the failure of such Investor to perform its obligations under any Transaction Document or arising out of claims asserted against an Indemnified Party relating to the transactions contemplated thereby or the use of proceeds therefrom, including in respect of any Funding or in respect of any Policy, excluding, however (a) Indemnified Amounts to the extent determined by a court of competent jurisdiction to have resulted from gross negligence or willful misconduct on the part of such Indemnified Party and (b) any tax upon or measured by net income on such Indemnified Party under the laws of which such Indemnified Party is organized or any political subdivision thereof.

SECTION 10.2 Funder General Indemnity. Without limiting any other rights which any such Person may have hereunder or under applicable law, Funder shall indemnify and hold harmless each Investor, forthwith on demand, from and against any Indemnified Amounts awarded against or incurred by any of them arising out of or relating to the failure of Funder to perform its obligations under any Transaction Document, excluding, however (a) Indemnified Amounts to the extent determined by a court of competent jurisdiction to have resulted from gross negligence or willful misconduct on the part of such Indemnified Party or its agent and (b) any tax upon or measured by net income on such Indemnified Party under the laws of which such Indemnified Party is organized or any political subdivision thereof.

SECTION 10.3 Release of Policyowners. Without limiting any other rights which any such Person may have hereunder or under applicable law, each Investor hereby releases each Policyowner from any liability as a result of the transactions contemplated by this Agreement.

ARTICLE XI -- MISCELLANEOUS

SECTION 11.1 No Waiver; Remedies. No failure on the part of the Funder, any Indemnified Party or any Affected Party to exercise, and no delay in exercising, any right, power, privilege or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by any of them of any right, power, privilege or remedy hereunder preclude

any other or further exercise thereof, or the exercise of any other right, power, privilege or remedy. The rights, powers, privileges and remedies herein provided are cumulative and not exclusive of any remedies provided by law. Without limiting the foregoing, the Funder is hereby authorized by each Policyowner and Investor at any time and from time to time, to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held and other indebtedness at any time owing by the Funder (or any affiliate or subsidiary of the Funder) to or for the credit or the account of such Policyowner or Investor, with respect to any of such Policyowner’s or Investor’s obligations now or hereafter existing under this Agreement or any other Transaction Document.

SECTION 11.2 Amendments, Power of Attorney

(a) No amendment, modification or waiver of, or consent with respect to, any provision of this Agreement or any other Transaction Document shall in any event be effective unless the same shall be in writing and signed and delivered by (a) the Policyowners and the Funder (with respect to an amendment), or (b) the Funder (with respect to a waiver or consent by it), and then any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

(b) Each Investor hereby irrevocably authorizes, empowers and appoints each Policyowner (and all its officers, employees, agents, representatives and assigns designated as such), as such Investor’s true and lawful attorney-in-fact with full irrevocable and durable power and authority in the place and stead of such Investor and in the name of such Investor or in its own name, with sole and absolute discretion to execute and deliver any and all amendments, modifications, waivers of, or consents with respect to any provision of this Agreement or any other Transaction Document. This power of attorney shall be construed and interpreted as a special power of attorney limited in scope to the authority to act on each Investor’s behalf for the above-stated purposes. The forgoing powers and authorizations are irrevocably granted and appointed to Policyowners, and the Investors specifically give up all rights to revoke this power of attorney. Except as otherwise provided by applicable law, the power of attorney granted hereby is coupled with an interest, and may only be revoked or canceled by an Investor with a Policyowner’s prior written consent.

SECTION 11.3 Notices, Etc. All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing (including facsimile communication) and shall be personally delivered or sent by certified mail, postage prepaid, or by facsimile, to the intended party at the address or facsimile number of such party set forth under its

name on the signature pages hereof or at such other address or facsimile number as shall be designated by such party in a written notice to the other parties hereto. All such notices and communications shall be effective, (a) if personally delivered, when received, (b) if sent by certified mail, three (3) Business Days after having been deposited in the mail, postage prepaid, (c) if sent by overnight courier, one (1) Business Day after having been given to such courier, and (d) if transmitted by facsimile, when sent, receipt confirmed by telephone or electronic means.

SECTION 11.4 Binding Effect; Survival. This Agreement shall be binding upon and inure to the benefit of Policyowners, Investors, the Funder and their respective successors and permitted assigns, and the provisions of Article 10 shall inure to the benefit of the Indemnified Parties, respectively, and their respective successors and permitted assigns. This Agreement shall create and constitute the continuing obligations of the parties hereto in accordance with its terms, and shall remain in full force and effect until such time as all obligations have been finally and fully paid and performed.

SECTION 11.5 Captions and Cross References. The various captions (including the table of contents) in this Agreement are provided solely for convenience of reference and shall not affect the meaning or interpretation of any provision of this Agreement.

SECTION 11.6 Severability. If any one or more of the covenants, agreements, provisions or terms of this Agreement shall for any reason whatsoever be held invalid, then such covenants, agreements, provisions or terms shall be deemed severable from the remaining covenants, agreements, provisions and terms of this Agreement and shall in no way affect the validity or enforceability of the other provisions of this Agreement.

SECTION 11.7 Governing Law; Submission to Jurisdiction.

(a) THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE DISTRICT OF COLUMBIA, WITHOUT REFERENCE TO ITS CONFLICTS OF LAWS PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

(b) EACH OF THE PARTIES HERETO IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY FEDERAL OR LOCAL COURT SITTING IN THE DISTRICT OF COLUMBIA IN RESPECT OF ANY ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT IRREVOCABLY WAIVES, TO THE FULLEST

EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH PROCEEDINGS IN ANY SUCH COURT AND ANY CLAIM THAT ANY PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

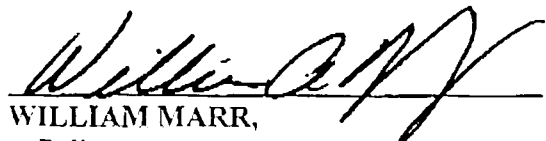
SECTION 11.8 Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original but all of which shall constitute together but one and the same agreement. Delivery by facsimile of an executed counterpart of a signature page to this Agreement shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 11.9 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES THE RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY OTHER TRANSACTION DOCUMENTS, OR (B) IN ANY WAY IN CONNECTION WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF THE PARTIES TO THIS AGREEMENT WITH RESPECT TO THE TRANSACTION DOCUMENTS OR IN CONNECTION WITH THIS AGREEMENT OR THE EXERCISE OF ANY PARTY'S RIGHTS AND REMEDIES UNDER THIS AGREEMENT OR OTHERWISE, OR THE CONDUCT OR THE RELATIONSHIP OF THE PARTIES HERETO, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

SECTION 11.10 ENTIRE AGREEMENT. EXCEPT AS SPECIFICALLY STATED OTHERWISE HEREIN AND IN THE OTHER TRANSACTION DOCUMENTS TO WHICH THE PARTIES HERETO ARE A PARTY, THIS AGREEMENT SETS FORTH THE ENTIRE UNDERSTANDING OF THE PARTIES HERETO RELATING TO THE SUBJECT MATTER HEREOF, AND ALL PRIOR UNDERSTANDINGS, WRITTEN OR ORAL, ARE SUPERSEDED BY THIS AGREEMENT. THIS AGREEMENT MAY NOT BE MODIFIED, AMENDED, WAIVED OR SUPPLEMENTED EXCEPT AS PROVIDED HEREIN.

[Signature pages begin on next page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.


WILLIAM MARR,
as Policyowner

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

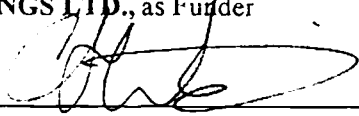
YORKE, BURKE & LEE CPAS, P.A.,
as Policyowner

By: Michael J Burke
Name: Michael J Burke
Title: PRESIDENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

**SENOMATIC INVESTMENT
HOLDINGS LTD., as Funder**

By: _____


Name: CHRISTOPHER WINTERS
Title: VICE PRESIDENT

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

CHACONAS & WILSON, P.C.,
as Policyowner

Chaconas & Wilson, P.C.

By: *Joseph F Wilson Jr*
Name: *Joseph F Wilson, Jr.*
Title: *Vice President*

Investors, Policies and Initial Investments

**OMITTED FROM THE INVESTOR LETTER
PACKAGE AS CONFIDENTIAL**

Form of Joinder Agreement

JOINDER AGREEMENT

This **JOINDER AGREEMENT** (this "Agreement") is made as of the date set forth below by the undersigned in accordance with that certain Master Funding Agreement (the "Master Funding Agreement") dated as of May 1, 2008, among Sinomatic Investment Holdings Ltd., a British Virgin Islands company (the "Funder"); Chaconas & Wilson, P.C., a District of Columbia professional corporation ("Chaconas"); Yorke, Burke & Lee CPAS, P.A., a Maryland professional association ("Yorke"); William Marr, a Virginia sole proprietorship ("Marr"; collectively with Chaconas and Yorke, the "Policyowners"); and the various investors identified therein (each an "Investor" and collectively the "Investors"). Capitalized terms used, but not defined, herein shall have the meaning ascribed to them in the Master Funding Agreement.

The undersigned hereby acknowledges and agrees (1) that he/she/it has received an Investor Letter from the Policyowners, (2) that he/she/it has received a copy of the Master Funding Agreement, and (3) that he/she/it has had an opportunity to review the Investor Letter, Master Funding Agreement and the other Transaction Documents and to consult with their legal, financial and other advisors regarding the transactions set forth therein.

In accordance with the terms and conditions set forth in the Master Funding Agreement, the undersigned hereby elects as follows:

- _____ To become an Option 1 Investor under the Master Funding Agreement and to have all of the life insurance policies listed on Schedule 1 hereto be deemed to be Option 1 Policies.
- _____ To the extent the Option 2 Conditions are satisfied with respect to any or all of the Policies listed on Schedule 1 hereto, to become an Option 2 Investor with respect to such policies and to have such policies deemed to be Option 2 Policies.
- _____ To participate in neither Option 1 nor Option 2; provided, however, if the Option 1 Conditions are satisfied, the undersigned acknowledges that he/she/it will be deemed to be an Option 1 Investor and all of the life insurance policies listed on Schedule 1 hereto will be deemed to be Option 1 Policies.

The undersigned hereby ratifies all of the terms and conditions of the Master Funding Agreement and agrees to be bound thereby. In particular, the undersigned acknowledges and agrees to the following provisions: (1) Article X providing for certain indemnification obligations and releases; (2) Section 11.2 granting a power of attorney in favor of the Policyowners to execute and deliver amendments to the Master Funding Agreement and other Transaction Documents, and (3) Section 11.7 consenting to the jurisdiction of federal or local courts in the District of Columbia.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement as of this ____ day of _____, 2008.

By:
Name:
Title:

Schedule 1

Life Insurance Policies

Doe, John

Viator Number	Initial Investment	Original Investment Percentage	Insurance Company	Face Value	Policy Number

“Viator Number” is the identification number that VESPERS assigned to the Policy in which you hold an indirect interest in a portion of its death benefit.

“Initial Investment” means all amounts that you paid to VESPERS acquire an indirect interest in a portion of the death benefit payable under the identified Policy

“Original Percentage Interest” means a ratio, expressed as a percentage, equal to your Initial Investment in the identified Policy divided by the sum of all Investors' Initial Investments in such Policy.

“Insurance Company” identifies the company that insures the identified Policy.

“Face Value” is the death benefit payable upon maturity of the identified Policy.

“Policy Number” is the identification number that the Insurance Company assigned to the Policy

Exhibit C

Prior Fundings

Viator Number	Insurance Company	Policy Number	Sinomatic Payments
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Yorke Burke & Lee

V00095	AAA Life Insurance Company	AAA7398071	\$855.84
V00096	Conseco Life	RP17144603	\$611.60
V00100	American General Life	7228624	\$0.00
V00101	North American Co Life Ins	LN00541820	\$0.00
V00102	GE Life Ins Co	N02122214	\$29,000.95
V00104	ING - Reliastar	NY2025666E	\$0.00
V00105	CIGNA Ins Group	21740190	\$0.00
V00106	ING Life	1508340	\$27,000.00
V00107	Jackson National Life	0019760880	\$7,610.93
V00110	Union Fidelity Life	01 1B22280437 WB	\$809.40
V00111	Columbus Life	CM2201999U	\$2,234.92
V00124	U.S. Financial Lfe	0000046758	\$0.00
V00126	William Penn Life	NYU0083988	\$8,412.00
V00127	ING Life	US00518986	\$42,780.87
V00130	General American Life	UL0006731H	\$26,827.20
V00132	Jackson National Life	0011474320	\$12,040.08
V00136	Northwestern Mutual Life	11994305	\$450.81
V00138	West Coast Life	ZUA372965	\$0.00
V00140	Jackson National Life	0028177180	\$6,853.00
V00141	Sunset Life	U0234249	\$6,664.00

Chaconas & Wilson

V00143	Indianapolis Life	B05009099	\$124,313.85
V00147	Allianz Life Ins.	811844	\$19,252.63

V00149	MONY Life of America	B13908938	\$17,912.60
V00154	Southwestern Life	19004900	\$7,300.88
V00155	General American Life	UL0001896H	\$26,666.72
V00156	Lincoln Financial Group	CG5049097	\$20,313.48
V00158	The Baltimore Life Corp	1152002457	\$4,005.70
V00161	Lincoln Financial Group	7027563	\$7,059.44
V00161-A	Lincoln Financial Group	7027562	\$4,580.98
V00162	Jackson National Life	28128770	\$4,167.00
V00168	Valley Forge Life	VIKC000405	\$11,606.45
V00169	Banner Life Ins.	17B355744	\$0.00
V00170	IDS Life Ins. Company	90904978128	\$2,500.00
V00171	Sunset Life	U0094211	\$3,075.00
V00174	Jefferson Pilot Life	5968891	\$17,439.08
V00175	Lincoln Financial Group	7010542	\$15,127.62
V00177 #1	North American Co.	L009764210	\$5,258.88
V00177 #2	North American Co.	L009764220	\$7,138.13
V00178	Manhattan Life	ML90002230	\$30,400.00
V00179	Sunset Life	U0073968	\$12,483.92
V00180	Manhattan Life	ML90004160	\$105,333.28
V00181	Protective Life	B00204747	\$8,128.84
V00182	State Mutual Insurance	198709	\$2,284.32
V00183	Pacific Life	VP60137260	\$9,030.00
V00184	Zurich Life	ZL9531533	\$281.25
V00185	MetLife	204031967A	\$1,859.20
V00187	Grange Insurance	62154	\$2,436.00
V00190	Lincoln Financial Group	CG5007574	\$19,933.36
V00191	Connecticut General Life	7010188	\$20,000.00
V00192	Massachusetts Mutual	8233468	\$5,662.21
V00194	AIG Life Insurance	L01403433	\$75,441.54
V00197	Pacific Life	VF50007160	\$32,911.98
V00198	NY Life	62 043 665	\$0.00
V00199	American General	U19911349L	\$134,560.00
V00200 A	National Life Insurance	0006358	\$0.00
V00200 B	National Life Insurance	0002564	\$1,761.91
V00202	United of Omaha	BU1071945	\$32,400.00
V00203	Conseco	2300061923	\$0.00
V00205	Transamerica Occidental	40931818	\$2,861.96

Exhibit D

Form of Purchase Agreement

OMITTED FROM THE INVESTOR LETTER PACKAGE BECAUSE EACH INVESTOR RECEIVED A PURCHASE AGREEMENT FROM VESPER'S AT THE TIME OF PURCHASE

Exhibit E
Form of VESPERS Waiver and Assignment
Agreement

This WAIVER AND ASSIGNMENT AGREEMENT, dated and effective as of May 1, 2008 (this "Waiver Agreement"), is made among VESPERS, LLC, a District of Columbia limited liability company ("Vespers"); Ronald J. Chancellor, an individual resident of the District of Columbia ("Chancellor"); and Sinomatic Investment Holdings Company, a British Virgin Islands company (the "Funder"), and is consented to by the Policyowners (as defined below).

In order to facilitate the Master Funding Agreement among the Funder, the Policyowners, and the Investors, and for other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, the parties agree as follows:

SECTION 1. DEFINITIONS.

The following capitalized terms shall have the following respective meanings:

- a. "CW Purchase Agreement" means a contract between Vespers and certain Investors, an exemplary form of which is attached as Exhibit 1 hereto, pursuant to which an investor purchased from VESPERS an investment in a portion of the death benefit payable under a Policy.
- b. "CW Trustee Agreement" means a contract among Vespers, CW, and certain Investors, an exemplary form of which is attached as Exhibit 2 hereto, pursuant to which CW agreed to perform certain services with respect to a Policy.
- c. "Investors" means the individual investors identified as such in the Master Funding Agreement.
- d. "Master Funding Agreement" means the Master Funding Agreement dated on or about the date hereof among Funder, the Policyowners and the Investors.
- e. "Policies" means the life insurance policies that are listed on Exhibit 7 hereto
- f. "Policyowners" means Chaconas & Wilson, PC, a District of Columbia professional corporation ("CW"); Yorke Burke & Lee, PA, a Maryland professional association ("YBL"); and William A. Marr, Jr., a Virginia sole proprietorship ("WAM").
- g. "Purchase Agreements" means, collectively, the WAM Purchase Agreement, the YBL Purchase Agreement, and the CW Purchase Agreement.
- h. "Transaction Documents" means, collectively, the Master Funding Agreement and related documents, such as this Agreement.
- i. "Trustee Agreements" means, collectively, the WAM Trustee Agreement, the YBL Trustee Agreement, and the CW Trustee Agreement.

- j. "WAM Purchase Agreement" means a contract between Vespers and certain Investors, an exemplary form of which is attached as Exhibit 3 hereto, pursuant to which an investor purchased from VESPERS an investment in a portion of the death benefit payable under a Policy.
- k. "WAM Trustee Agreement" means a contract among Vespers, WAM, and certain Investors, an exemplary form of which is attached as Exhibit 4 hereto, pursuant to which WAM agreed to perform certain services with respect to a Policy.
- l. "YBL Purchase Agreement" means a contract between Vespers and certain Investors, an exemplary form of which is attached as Exhibit 5 hereto, pursuant to which an investor purchased from VESPERS an investment in a portion of the death benefit payable under a Policy.
- m. "YBL Trustee Agreement" means a contract among Vespers, YBL, and certain Investors, an exemplary form of which is attached as Exhibit 6 hereto, pursuant to which YBL agreed to perform certain services with respect to a Policy.

SECTION 2. WAIVERS; REPRESENTATION.

- a. Vespers. Vespers irrevocably waives all of its contractual rights under the Trustee Agreements and the Purchase Agreements, including, without limitation, the following:
 - i. its right to receive any of the Surplus Amount under Section 4 of each Trustee Agreement;
 - ii. its right to receive any Policies, funds or documents under Section 9 of each Trustee Agreement;
 - iii. its right to receive payment of any and all interest income on the VESPERS Premium and Trust Accounts under Section 10 of each Trustee Agreement;
 - iv. its rights to receive any notice of any change or termination of the Policyowners' errors and omissions insurance under Section 12 of each Trustee Agreement;
 - v. its right of inspection under Section 13 of each Trustee Agreement;
 - vi. its right to receive or direct any and all distributions under Section 17(a) of the CW Trustee Agreement or Section 14(a) of the YBL and WAM Trustee Agreements;
 - vii. its right to consent to contract assignments under Section 17(d) of the CW Trustee Agreement and Section 14(d) of the YBL and WAM Trustee Agreements;
 - viii. its indemnification right under Section II(K) of the Purchase Agreements, and
 - ix. its right to receive any and all interest and unused premiums under Section IV of the Purchase Agreements.

b. Chancellor.

i. Chancellor irrevocably waives all of its contractual rights to receive any and all distributions or other proceeds of any Policy for which he is an Investor and hereby consents to the applications of any such distributions or proceeds as set forth in the Master Purchase Agreement.

ii. Chancellor hereby represents and warrants to Funder that the only interests he or any of his Affiliates (as such term is defined in the Master Funding Agreement) holds in any Policy are shown on Exhibit 7 hereto and on Exhibit A to the Master Funding Agreement.

c. Vespers Acknowledgment. Vespers acknowledges and agrees that this Waiver Agreement does not relieve Vespers from any of its obligations under the Trustee Agreements and the Purchase Agreements other than its obligation, if any, to exercise the waived contractual rights.

SECTION 3. ASSIGNMENT.

Vespers irrevocably transfers and assigns to Sinomatic all rights of Vespers to determine the titleholders (policy owners) and Trustees under Section II(E) of the Purchase Agreements and its right to change ownership and beneficiaries under Section II(O) of the Purchase Agreements.

SECTION 4. EVENT OF TERMINATION.

In the event that the third party financing Option 1 under the Master Funding Agreement is not implemented because less than 60% of the Investors approve Option 1 and the Funder, in its sole discretion, does not waive such requirement, then, and in any such event, this Waiver Agreement shall immediately and automatically terminate and have no force or effect.

SECTION 5. REPRESENTATIONS

Vespers and Sinomatic each represent and warrant to the other that the execution and delivery by each of them of this Waiver Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, require no action by or in respect of, or filing with, any governmental body, agency or official (except for any such action or filing that has been taken and is in full force and effect) and do not contravene, or constitute a default under, any provision of applicable law or regulation or of the certificate or articles of incorporation, by-laws or other constitutional document of such party or of any material agreement, judgment, injunction, order, decree or other material instrument binding upon such party.

SECTION 6. LIMITATION.

Nothing contained in this Waiver Agreement shall be construed or interpreted or is intended as a waiver of or limitation on any rights, powers, privileges or remedies that the Policyowners or the Investors have

or may have under the Trustee Agreements or the Purchase Agreements.

SECTION 7. CONSENT OF POLICYOWNERS.

Each Policyowner hereby consents to the waivers and assignments and other terms of this Waiver Agreement.

SECTION 8. NOTICES

All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing (including facsimile communication) and shall be personally delivered or sent by certified mail, postage prepaid, or by facsimile, to the intended party at the address or facsimile number of such party set forth under its name on the signature pages hereof or at such other address or facsimile number as shall be designated by such party in a written notice to the other parties hereto. All such notices and communications shall be effective, (a) if personally delivered, when received, (b) if sent by certified mail, three (3) Business Days after having been deposited in the mail, postage prepaid, (c) if sent by overnight courier, one (1) Business Day after having been given to such courier, and (d) if transmitted by facsimile, when sent, receipt confirmed by telephone or electronic means.

SECTION 9. ASSIGNMENT; BINDING EFFECT

No party may assign this Waiver Agreement or any of its rights hereunder, or delegate any of its obligations hereunder, to any third party without such third party's receipt of the express prior written consent of the other party. Any prohibited assignment shall be null and void for all purposes. This Agreement shall be binding upon the successors, affiliates and permitted assigns of each of the Parties.

SECTION 10 - GOVERNING LAW; SUBMISSION TO JURISDICTION.

A. THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE DISTRICT OF COLUMBIA, WITHOUT REFERENCE TO ITS CONFLICTS OF LAWS PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

B. EACH OF THE PARTIES HERETO IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY FEDERAL OR LOCAL COURT SITTING IN THE DISTRICT OF COLUMBIA IN RESPECT OF ANY ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW,

ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH PROCEEDINGS IN ANY SUCH COURT AND ANY CLAIM THAT ANY PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

SECTION 11. WAIVER OF JURY TRIAL.

EACH PARTY HERETO HEREBY WAIVES THE RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, OR (B) IN ANY WAY IN CONNECTION WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF THE PARTIES TO THIS AGREEMENT WITH RESPECT TO THIS AGREEMENT OR THE EXERCISE OF ANY PARTY'S RIGHTS AND REMEDIES UNDER THIS AGREEMENT, OR THE CONDUCT OR THE RELATIONSHIP OF THE PARTIES HERETO, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

SECTION 12. ENTIRE AGREEMENT.

EXCEPT AS SPECIFICALLY STATED OTHERWISE HEREIN AND IN THE OTHER TRANSACTION DOCUMENTS TO WHICH THE PARTIES HERETO ARE A PARTY, THIS AGREEMENT SETS FORTH THE ENTIRE UNDERSTANDING OF THE PARTIES HERETO RELATING TO THE SUBJECT MATTER HEREOF, AND ALL PRIOR UNDERSTANDINGS, WRITTEN OR ORAL, ARE SUPERSEDED BY THIS AGREEMENT. THIS AGREEMENT MAY NOT BE MODIFIED, AMENDED, WAIVED OR SUPPLEMENTED EXCEPT AS PROVIDED HEREIN.

SECTION 13. COUNTERPARTS.

This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original but all of which shall constitute together but one and the same agreement. Delivery by facsimile of an executed counterpart of a signature page to this Agreement shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the Parties having agreed to the terms and conditions set forth herein signify their intention to be bound thereto through the

signatures of their duly authorized representatives which are set forth below.

**Sinomatic Investment Holdings Ltd.
VESPERS, LLC
Ronald J. Chancellor**

**The Policyowners hereby consent to this Agreement:
Yorke, Burke & Lee, CPAs, P.A.
William A. Marr, Jr.
Chaconas & Wilson, P.C.**

Exhibit F

Form of VESPERS Cooperation Agreement

This Cooperation Agreement, dated as of May 1, 2008 (this "Agreement"), is entered to by and among VESPERS, LLC, a District of Columbia limited liability company located in Washington, DC ("Vespers"), Chaconas & Wilson, P.C. ("Chaconas"); Yorke, Burke & Lee CPAs, P.A. ("York"); William A. Marr, Jr. ("Marr"), and Sinomatic Investment Holdings Ltd. (the "Funder"; collectively, with the other parties hereto, "Parties")

WHEREAS, the Parties wish to set out the terms, conditions, and provisions pursuant to which they will establish and interact with each other with respect to the Master Funding Agreement (the "Master Funding Agreement") dated on or about the date hereof among Funder, Chaconas, York, Marr and the investors identified therein (the "Investors"); and

WHEREAS, this Agreement is an integral part of the Master Funding Agreement and the execution and delivery of this Agreement is a condition precedent to the effectiveness of the Master Funding Agreement.

NOW, THEREFORE, in consideration of the various covenants and agreements of the parties to and with each other set forth herein and the benefits that Vespers will derive from the obligations of Funder under the Master Funding Agreement, the Parties agree as follows:

SECTION 1 – DEFINITIONS

Capitalized terms used, but not defined herein, shall have the meanings ascribed to them in the Master Purchaser Agreement.

SECTION 2 - IMPLEMENTATION OF THE MASTER FUNDING AGREEMENT

A. Vespers shall cooperate in good faith, at its own expense, in the implementation of the Master Funding Agreement as reasonably requested by the Funder and the Policyowners.

B. Without limiting the foregoing, Vespers:
i. Hereby transfers the ownership and beneficiary right to receive the payment of the death

benefit under and any other proceeds of the life insurance policies identified on Exhibit A to Administrative Agent (as defined in the Master Purchase Agreement).

ii. Promptly, but in any event within ten (10) days after the date hereof, shall deliver all original Policies to the Administrative Agent.

iii. Shall maintain copies of all other records in its possession, custody, or control, concerning the life insurance policies that are listed on Exhibit B hereto (collectively, the "Policies").

iv. Shall promptly refer to Administrative Agent any Investors inquiring or expressing concern about the Master Funding Agreement or any Policy.

v. Shall forward without delay to the Administrative Agent any correspondence or other documents concerning the Policies or any Investor that it receives from time to time.

C. Vespers shall not issue any press release or public communication relating to this Agreement or the nature of the relationship between the Parties without the other Parties' prior written approval.

D. Time is of the essence with respect to all provisions of this Agreement.

SECTION 3 – INDEMNITY

Without limiting any other rights which Funder or any Policyowner may have hereunder or under applicable law, Vespers shall indemnify and hold harmless the Funder, each Policyowner and their respective successors, transferees, participants and assigns and all officers, directors, shareholders, controlling persons, employees and agents of any of the foregoing (each of the foregoing being individually called an "Indemnified Party"), forthwith on demand, from and against any and all damages, losses, claims, liabilities and related costs and expenses, including reasonable attorneys' fees and disbursements actually incurred (all of the foregoing being collectively called "Indemnified Amounts") awarded against or incurred by any of them arising out of or relating to the failure of Vespers to perform its obligations under this Agreement or any other Transaction Document or arising out of claims asserted against an Indemnified Party relating to the transactions contemplated thereby or the use of proceeds therefrom, including in respect of any Funding or in respect of any Policy, excluding, however (a) Indemnified Amounts to the extent determined by a court of competent jurisdiction to have resulted from gross negligence or willful misconduct on the part of such Indemnified Party and (b) any tax upon or measured by net income on such Indemnified Party under the laws of which such Indemnified Party is organized or any political subdivision thereof.

SECTION 4 – TERM; EVENT OF TERMINATION

This term of this Agreement shall commence on May 1, 2008, and, unless terminated earlier by mutual written agreement of all Parties, shall continue in force for a period of one (1) year following the last maturity of any Policy; provided, however, if the third party financing Option 1 under the Master Funding Agreement is not implemented because less than 60% of the Investors approve Option 1 and the Funder, in its sole discretion, does not waive such requirement, then, and in any such event, this Agreement shall immediately and automatically terminate and have no force or effect..

SECTION 5 - NOTICES

All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing (including facsimile communication) and shall be personally delivered or sent by certified mail, postage prepaid, or by facsimile, to the intended party at the address or facsimile number of such party set forth under its name on the signature pages hereof or at such other address or facsimile number as shall be designated by such party in a written notice to the other parties hereto. All such notices and communications shall be effective, (a) if personally delivered, when received, (b) if sent by certified mail, three (3) Business Days after having been deposited in the mail, postage prepaid, (c) if sent by overnight courier, one (1) Business Day after having been given to such courier, and (d) if transmitted by facsimile, when sent, receipt confirmed by telephone or electronic means.

SECTION 6 – ASSIGNMENT; BINDING EFFECT

No Party may assign this Agreement or any of its rights hereunder or delegate any of its obligations hereunder to any third party without the express prior written consent of all the other Parties. Any prohibited assignment shall be null and void for all purposes. This Agreement shall be binding upon the successors, affiliates and permitted assigns of each of the Parties.

SECTION 7 - GOVERNING LAW; SUBMISSION TO JURISDICTION.

A. THIS AGREEMENT SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE DISTRICT OF COLUMBIA, WITHOUT REFERENCE TO ITS CONFLICTS OF LAWS PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

B. EACH OF THE PARTIES HERETO IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY FEDERAL OR LOCAL

COURT SITTING IN THE DISTRICT OF COLUMBIA IN RESPECT OF ANY ACTION OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. EACH PARTY TO THIS AGREEMENT IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH PROCEEDINGS IN ANY SUCH COURT AND ANY CLAIM THAT ANY PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

SECTION 8 -- WAIVER OF JURY TRIAL.

EACH PARTY HERETO HEREBY WAIVES THE RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY ON ANY CLAIM, COUNTERCLAIM, SETOFF, DEMAND, ACTION OR CAUSE OF ACTION (A) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, OR (B) IN ANY WAY IN CONNECTION WITH OR PERTAINING OR RELATED TO OR INCIDENTAL TO ANY DEALINGS OF THE PARTIES TO THIS AGREEMENT WITH RESPECT TO THIS AGREEMENT OR THE EXERCISE OF ANY PARTY'S RIGHTS AND REMEDIES UNDER THIS AGREEMENT, OR THE CONDUCT OR THE RELATIONSHIP OF THE PARTIES HERETO, IN ALL OF THE FOREGOING CASES WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

SECTION 9 -- ENTIRE AGREEMENT.

EXCEPT AS SPECIFICALLY STATED OTHERWISE HEREIN AND IN THE OTHER TRANSACTION DOCUMENTS TO WHICH THE PARTIES HERETO ARE A PARTY, THIS AGREEMENT SETS FORTH THE ENTIRE UNDERSTANDING OF THE PARTIES HERETO RELATING TO THE SUBJECT MATTER HEREOF, AND ALL PRIOR UNDERSTANDINGS, WRITTEN OR ORAL, ARE SUPERSEDED BY THIS AGREEMENT. THIS AGREEMENT MAY NOT BE MODIFIED, AMENDED, WAIVED OR SUPPLEMENTED EXCEPT AS PROVIDED HEREIN.

SECTION 10 -- MISCELLANEOUS.

The Parties acknowledge that Vesper's performance of its obligations hereunder is of an extraordinary nature and value and cannot, in the event of any failure to perform such obligations, be adequately or reasonably compensated for in damages awarded in an action at law. Each Party therefore agrees that in the event of such failure by Vespers, the other Parties

shall be entitled to require of Vespers specific performance of all acts and undertakings so required hereunder and to obtain injunctive and other equitable relief to prevent any further violation of any provisions hereof. In no event shall injunctive relief be considered a Party's exclusive remedy for any breach or violation by another Party of its obligations hereunder. In any action taken by a Party to enforce its rights under this Agreement, the breaching Party shall be entitled to recover its costs of enforcement, including reasonable attorneys' fees. The Parties agree that any rules of interpretation that ambiguities are to be construed against the drafting party shall not apply.

SECTION 11 -- COUNTERPARTS.

This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original but all of which shall constitute together but one and the same agreement. Delivery by facsimile of an executed counterpart of a signature page to this Agreement shall be effective as delivery of a manually executed counterpart of this Agreement.

IN WITNESS WHEREOF, the Parties having agreed to the terms and conditions set forth herein signify their intention to be bound thereto through the signatures of their duly authorized representatives which are set forth below.

**Sinomatic Investment Holdings Ltd.
Chaconas & Wilson, P.C.,
Yorke, Burke & Lee, CPAs, P.A.,
William A. Marr, Jr.
VESPERS, LLC**