

EXHIBIT A

ABC VIATICALS, INC.
ESCROW ACCOUNTS AGREEMENT

THIS ESCROW AGREEMENT dated as of the date indicated below (the "Agreement") by and among ABC Viaticals, Inc. (the "Grantor"), and Erwin & Johnson LLP, a California limited liability partnership, not in its individual capacity, but solely as escrow agent (the "Escrow Agent").

WITNESSETH:

WHEREAS, Grantor and the Escrow Agent have entered into this Agreement in order to facilitate the transactions contemplated in the Engagement Letter dated April 14, 2005; and the Escrow Agent is willing to do so on the terms and conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. Designation as Escrow Agent; Acceptance of such Designation. Grantor hereby designates Escrow Agent, not in its individual capacity but solely as Escrow Agent, to serve as Escrow Agent for Grantor upon the terms and conditions set forth herein and in accordance and connection with the provisions of the Engagement Letter.

2. Compensation of Escrow Agent. Escrow Agent shall be compensated in accordance with the provisions of the Engagement Letter.

3. Escrow Accounts.

a. Contemporaneously with the execution of this Agreement Escrow Agent shall open the following Escrow Accounts:

- ABC Escrow Account
- ABC Premium Escrow Account
- ABC MGMT Expense Account
- ABC Maturity Account

b. The above referenced Escrow Accounts shall be used in accordance with the Life Settlement Trusts that Grantor establishes in its line of business and the Engagement Letter.

c. The Escrow Agent shall take written instruction from the Grantor in regards to any transaction undertaken with these Escrow Accounts.

d. Escrow Agent shall have no responsibility or liability regarding any transaction executed according to the Grantors written instructions.

4. Notices. Any and all notices and other communications that may be required or permitted hereunder by the Escrow Agent shall be in writing, to Grantor at the address listed on the signature page hereof, and to the Escrow Agent at the address listed on the signature page hereof.

5. Escrow Agent's Liability. In performing any of its duties hereunder, the Escrow Agent shall not incur any liability for any damages, losses or expenses whatsoever, except for its gross negligence or willful misconduct, and shall not incur any such liability with respect to any action taken or omitted in reasonable reliance upon any instrument, including without limitation any written notice, acknowledgment or instruction expressly provided for in this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information contained therein, which the Escrow Agent shall reasonably believe to be genuine, to have been signed or presented by a proper person or persons, and to conform with the provisions of this Agreement.

This Agreement is for the exclusive benefit of the parties hereto and such parties' respective successors, and shall not be deemed to give, either express or implied, any legal or equitable right, remedy or claim to any other entity or person whatsoever.

The Escrow Agent may consult with legal counsel of its selection as to any matter relating to this Agreement, and the Escrow Agent shall not incur any liability in acting in good faith in accordance with any advice from such counsel.

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

6. Indemnity of Escrow Agent. Grantor agrees to hold the Escrow Agent harmless and agree to indemnify the Escrow Agent from and against any loss, liability, expense (including but not limited to reasonable attorney's fees and expenses), claims, or demands arising out of or in connection with the transactions contemplated hereby. The foregoing indemnity shall survive the resignation or removal of the Escrow Agent pursuant hereto and the termination of this Agreement.

7. Resignation, Removal and Replacement of Escrow Agent. The Escrow Agent may resign or be removed by Grantor and be discharged from performing any future duties hereunder, and a successor Escrow Agent may be appointed by Grantor hereunder. The Escrow Agent shall provide Grantor with prompt written notice of such resignation or removal, and Grantor shall provide Escrow Agent with prompt written notice of the appointment of each successor Escrow Agent. No resignation or removal of the Escrow Agent shall become effective until the appointment of a successor Escrow Agent hereunder and the acceptance by such successor of the duties of the Escrow Agent hereunder. Notwithstanding the foregoing, if no replacement Escrow Agent is appointed in accordance with this Section 14 within thirty (30) days after the Escrow Agent gives written notice to Provider of its resignation, the Escrow Agent's resignation as Escrow Agent under this Agreement will become effective on the date on which the Escrow has expired or been terminated in accordance with this Agreement.

8. General.

- a. Time is of the essence in this Agreement.
- b. The section headings of this Agreement are for convenience only and shall not limit or otherwise affect any of the terms hereof.

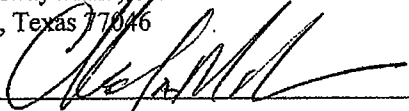
- c. Neither this Agreement nor any term, condition, covenant or agreement hereof may be changed, waived, discharged, or terminated orally but only by an instrument in writing signed by each party hereto. In no event shall the Escrow Agent be required to join in any amendment hereto which adversely affects its rights, duties, obligations, privileges, protections, indemnifications or immunities hereunder.
- d. This Agreement, together with all documents referred to herein, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Notwithstanding the immediately preceding sentence, the Escrow Agent shall not be bound by the terms of any documents to which it is not a party.
- e. This Agreement shall be governed by the laws of the State of California, without regard to the principles of conflict of laws thereof.
- f. If any paragraph or part hereof shall for any reason be held or adjudged to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such paragraph or part thereof so adjudicated invalid, illegal, or unenforceable shall be deemed separate, distinct, and independent, and the remainder of this Agreement shall remain in full force and effect and shall not be affected by such holding or adjudication.
- g. As used herein, the singular number shall include the plural, the plural the singular, and the use of the masculine, feminine, or neuter gender shall include all genders, as the context may require.
- h. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall constitute but one and the same instrument.
- i. Except where otherwise specifically provided, capitalized terms used herein shall have the same meaning as in the Principal Agreement.
- j. **EACH OF THE PARTIES HERETO WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING DIRECTLY OR INDIRECTLY OUT OF, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREUNDER.**

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, this Agreement has been executed by each of the parties, this 14 day of APRIL, 2005.

GRANTOR:

ABC Viaticals, Inc.
12 Greenway Plaza, Suite 1123
Houston, Texas 77046

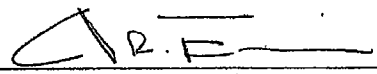
By: 

Print Name: *CLELIA CAMACHO*

Title: *CEO*

ESCROW AGENT:

Erwin & Johnson LLP
111 Corporate Drive, Suite 150
Ladera Ranch, CA 92694

By: 

Print Name: Christopher R. Erwin

Title: Partner