

# **EXHIBIT B**

**70084V  
LIFE SETTLEMENT TRUST  
AGREEMENT**

THIS AGREEMENT is made as of this 2 day of July, 2005, by and between ABC Viaticals, Inc., a Texas corporation, (hereinafter referred to as "Grantor") and Erwin & Johnson LLP, a California limited liability partnership (hereinafter referred to as "Trustee").

**WITNESSETH:**

**WHEREAS**, Grantor desires to have Trustee take title to and hold, upon the terms and conditions and subject to the uses and purposes hereinafter set forth, certain property owned by Grantor; and

**WHEREAS**, Trustee accepts such designation in trust for the uses and purposes and upon the terms and conditions hereinafter set forth;

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter contained, the parties hereto agree as follows:

**ARTICLE I  
Name**

This Trust hereby evidenced is named the "70084V LIFE SETTLEMENT TRUST".

**ARTICLE II  
Trust Assets**

2.01. **Initial Assets.** Grantor hereby deposits, transfers and assigns to Trustee, in trust, all of Grantor's right, title and interest in and to certain funds belonging to Grantor and/or certain property belonging to Grantor, as more particularly set forth in Schedule A, attached hereto and made a part hereof, to be held in trust, and to receive the income therefrom, if any, and the proceeds of any policies of insurance, as and when they are received or become due and payable and are paid, for the uses and purposes and upon the terms and conditions hereinafter set forth.

**ARTICLE III  
Purpose**

Grantor has created this Trust for the purpose of establishing a fund and mechanism for the management of a Life Settlement Policy insuring the life/lives of individuals identified or to be identified in such policy (the "Policy"), provide a fund and mechanism for the payment of premiums on the Policy, to receive the proceeds of the Policy at the time of maturity, to distribute such proceeds as set forth herein, and the provision of other services related thereto as specified herein.

**ARTICLE IV  
Beneficiaries**

The beneficiaries of the Trust (the "Beneficiaries") shall be the persons included in Schedule B ("Beneficiary List"). The Grantor shall be the sole beneficiary of any remaining assets upon the termination of the Trust as directed in Section 6.04.

**ARTICLE V  
Investment of Funds**

Any funds in this Trust shall be initiated and reinvested by Trustee in liquid redeemable investments, as Grantor may designate in writing from time to time, while awaiting use for the payment of premiums or disbursement as specified under the terms of this agreement. Trustee shall have no liability for any loss sustained as a result of any investment made hereunder.

**ARTICLE VI  
Duties of Trustee**

**6.01 Payment of Insurance Premiums.** Trustee shall establish a "Policy Premium Payment Account" into which the Grantor will deposit a sum certain for the payment of premiums on the Policy equal to the term of the bond or certificate of reinsurance if applicable or the life expectancy of the insured plus 2 years if the Policy purchased has no additional bonding or reinsurance, and from the funds of this account, Trustee shall timely pay all premiums due and owing under the Policy at the direction of the Grantor or his designee.

**6.02 Insufficient Premium Funds.** At the direction of the Grantor, six months prior to premiums funds being exhausted on a specific Policy, Trustee shall invoice Beneficiaries for no less than the upcoming annual premium due plus any related administrative expenses. In any event, Trustee shall have no responsibility to fund premium payments should there be insufficient funds remaining to pay a premium on a specific policy.

**6.03 Excess Premium Funds.** At the direction of the Grantor, upon the maturity of a Policy, remaining funds in the Policy Premium Payment Account for that policy shall be transferred to the Management Expense Account described in Paragraph 6.04.

**6.04 Management Expense Account.** Trustee shall establish a "Management Expense Account" to be held by, and under the control of Trustee for the Grantor or other Management Service Provider ("MSP"). The Management Expense Account shall be funded by the Grantor. The Trustee shall pay from the Management Expense Account policy maintenance and trust services expenses.

Grantor further agrees and directs Trustee to deposit into the "Management Expense Account" the following:

Any accrued and earned interest on funds of the Trust while such purchase funds are held in the general account of the Trust; and

Any excess premium payment funds set aside for any policy, and the interest thereon, as the result of early policy maturation, or other event resulting in a reduction of premium liability on that Policy.

Trustee shall use the "Management Expense Account" funds to compensate service providers involved in the tracking, management, and Trust-related services related to the Policy. Trustee shall have the responsibility for monitoring and accounting for any funds in the Management Expense Account. Grantor shall be responsible to fund the Management Expense Account should the balance be insufficient to pay the allowed expenses.

**6.05 Collection of Insurance Proceeds.** Upon the death of the insured under the Policy (or otherwise through activation of the performance bond on performance-bonded policies), Trustee shall receive the proceeds of all insurance policies which are subject to this Agreement. Upon the direction of Grantor, Trustee shall take action in regard to the collection of the Policy held hereunder and to pay the expenses thereof. Trustee shall be under no obligation or duty to bring suit unless suit is advisable in the opinion of Trustee's counsel and unless Trustee shall have either adequate funds in the Trust or is provided adequate funds with which to pay the expenses of such suit, or indemnification of Trustee to its satisfaction against any loss, liability or expense which may be incurred in bringing such suit. Trustee may consult with counsel satisfactory to it and the opinion of such counsel shall be full and complete authorization and protection with respect to any such suits or collection actions taken, suffered or omitted by it in good faith and in accordance with the opinion of such counsel.

**6.06 Distribution of Trust Assets.** Upon the death of the insured under the Policy, and subject to collection proceedings provided for in Article 6.05 hereof, Trustee shall disburse the policy benefit proceeds, outright and free of trust, to the persons and in the percentages or amounts set forth in Grantor's written directive contained in schedule B, which may only be changed or amended by Grantor with consent from those beneficiaries affected in writing, and which Trustee must verify that the last written directive received is correct at the time of, and prior to, any distribution. All remaining funds shall be disbursed to the Management Expense Account.

**ARTICLE VII  
Power of Trustee**

Trustee shall have only the powers expressly set forth herein, any powers incidental thereto and such further powers as Grantor may give Trustee in writing. Trustee shall have no power to borrow or lend money to any person without the express written consent of Grantor. Trustee shall not deal with any person with respect to any of the Trust assets for less than an adequate consideration in money or money's worth. Trustee may resign at anytime by giving sixty (60) days prior written notice of such resignation to Grantor.

**ARTICLE VIII  
Additional Administrative Provisions**

**8.01 Accounting.** Trustee shall not be required to account to any court for the administration of the Trust created herein. Trustee shall furnish to Grantor copies of monthly bank statements and annual reports of the administration of the Trust. Trustee shall not be required to, and shall not, without the written consent of Grantor, provide any accounting or reports to any Beneficiary (excluding Grantor) hereof.

**8.02 Trustee's Fees.** Trustee shall be entitled to compensation, for its services rendered hereunder, as follows:

Trustee shall be paid in accordance with the engagement letter between Grantor and Trustee dated April 14, 2005.

Trust services fees shall be paid to Trustee by Trustee from funds deposited in the Management Expense Account. Trustee services fees shall be subject to review on every anniversary date hereof, i.e. every one year. If Trustee desires to change such fees, Trustee shall, at least thirty (30) days prior to such anniversary date, provide Grantor with written notice, which notice shall set forth the proposed changes. If Grantor fails to object to such proposed changes by such anniversary date, the fees shall become effective on such anniversary date. If Trustee fails to provide such written notice at least thirty (30) days prior to such anniversary date, the fees shall remain the same until the next anniversary date for which the fees can be proposed to be changed.

**8.03 Dealing with Trustee.** No person, firm or corporation dealing with Trustee with reference to any of the Trust's property, if acting in good faith, shall be required to ascertain the authority of Trustee, nor to see to the performance of the Trust, nor be responsible in any way for the proper application of funds or properties paid or delivered to Trustee for the account of the Trust, but if acting in good faith, may deal with Trustee as though Trustee was the unconditional owner of the property held in Trust.

**8.04 Successor Trustee.** Grantor may by written instrument expressly designate a person or entity to act as a successor trustee. In such event, trustee shall, within thirty (30) days of receipt of such written instrument, transfer all funds, accounts, papers and any other item related to this Trust to the successor trustee.

**8.05 Bond.** The Trustee (or any successor trustee) shall not be required to serve under bond, unless the written instrument designating the successor trustee expressly requires a bond.

**8.06 Governing Law.** The trust hereby created shall in all respects be governed by the laws of the State of California.

**8.07 Invalidity.** In the event any clause, provision or provisions of this Trust herein created proves to be or are adjudged to be invalid, such clause, provision or provisions shall not affect the whole of this instrument, but the balance of the provisions hereof shall remain operative and shall be carried into effect insofar as is legally possible.

**8.08 Litigation.** Trustee shall be under no obligation or duty to bring suit on behalf of Grantor or any beneficiary unless suit is advisable in the opinion of Trustee's counsel and unless Trustee shall have either adequate funds in the Trust or is provided by Grantor with adequate funds with which to pay the expenses of such suit, or indemnification of Trustee to its satisfaction against any loss, liability or expense which may be incurred in bringing such suit. Trustee may consult with counsel satisfactory to it and the opinion of such counsel shall be full and complete authorization and protection with respect to any such suits or collection actions taken, suffered or omitted by it in good faith and in accordance with the opinion of such counsel

**ARTICLE IX**  
**Miscellaneous**

**9.01 Revocability.** This Trust shall be revocable and Grantor hereby expressly has the right and power, whether alone or in conjunction with others, in whatever capacity, to alter, amend, revoke or terminate the Trust, or any of the terms of this Agreement, in whole or in part, and to designate the persons who shall possess or enjoy the Trust property, or the income therefrom.

**9.02 Acceptance of Trust.** Trustee hereby accepts the Trust hereby created and agrees to carry out the provisions of this Agreement on its part according to the best of his ability.

**9.03 Limitation of Liability.** Trustee shall not be liable to anyone for any action taken or omitted to be taken by it hereunder, except in the case of Trustee's proven gross negligence, bad faith or willful misconduct. Except as result of Trustee's gross negligence, bad faith or willful misconduct, Trustee shall not be liable or responsible for the inadequacy or insufficiency of the Trust or the Management Expense Account to achieve their intended purpose hereunder. The Trustee shall not be personally liable to the beneficiaries of the trust or to any other party for any losses due to the Trustee's failure to comply with applicable local law governing investments by Trustees with respect to any act or omission in: (i) determining whether any such contract is or remains a proper investment, (ii) exercising policy options available under any such contract, or (iii) diversifying any such contract. With respect to such matters, the Trustee shall be liable only for losses caused by the Trustee's dishonesty or reckless indifference to the interests of the beneficiaries after the Trustee has actual knowledge that action should be taken to change the investment in any such contract or exercise policy options under any such contract. The Grantor does not intend that this provision shall in any way restrict the exercise of the power given to the Trustee with respect to such insurance contracts.

**IN WITNESS WHEREOF,** Grantor and Trustee have hereunto set their hands and seals on the day and year first above written.

**Grantors;**

**ABC VIATICALS, INC.,  
a Texas corporation**

By: *[Signature]*  
Name: C. Cortu Lamonda  
Title: CEO

**Trustee:**

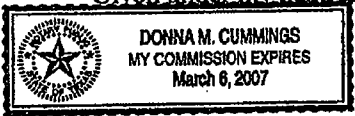
**ERWIN & JOHNSON,LLP,  
an California limited liability partnership**

By: *[Signature]*  
Name: Chris R. Erwin  
Title: Partner

STATE OF Texas )  
 )  
COUNTY OF Harris ) SS.

Before me, the undersigned Notary Public in and for said County and State, on this 1st day of July, 2005, personally appeared C. Keith Lanada known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its (attorney in fact, president, vice-president, or mayor, as the case may be) and acknowledged before me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth, executed the within and foregoing instrument as Grantor and acknowledged to me that she executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.



Donna M. Cummings  
Notary Public  
Commission No.: \_\_\_\_\_

My Commission Expires:  
3-6-07  
(SEAL)

STATE OF California )  
 )  
COUNTY OF Orange ) SS.

Before me, the undersigned Notary Public in and for said County and State, on this 8th day of July, 2005, personally appeared Christopher R. Erwin, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its (attorney in fact, president, vice-president, or mayor, as the case may be) and acknowledged before me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth, executed the within and foregoing instrument as Grantor and acknowledged to me that she executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

Nancy Sideris  
Notary Public  
Commission No.: 1573288

My Commission Expires:  
4-26-05  
(SEAL)

