# Exhibit "C"

Irvine, CA 92614

TEL: 949.429.2460

Fax: 949.429.2461 www.erwinjohnson.com

### ERWIN & JOHNSON LLP ATTORNEYS AT LAW

WRITER'S EMAIL: klarson@erwinjohnson.com DIRECT DIAL: 949.429.2460 ext. 206

July 18, 2006

#### VIA FAX & UPS

I.C.M Group, LLC 100 Pearl Street 14<sup>th</sup> Floor Hartford, CT 06103

Re:

International Fidelity & Surety Limited Financial Guarantee Bond

**Bond No:** 

180177

Insured:

Policy No:

6278008

Dear Surety or whom it may concern:

In regards to the above referenced bond number enclosed please find the required claim settlement documentation. The documentation has been organized according to section 8 of the bond and tabbed accordingly.

- 1. Copy of life insurance policy
- 2. Transfer of ownership form (also for your convenience I have enclosed an assignment of beneficial interest form)
- 3. Copy of consent to transfer policy
- 4. Copy of medical information including life expectancy material
- 5. Copy of bond

Please confirm in writing the receipt of the documentation noted above and provide a timeline as to payment of your obligation.

If you have any questions please do not hesitate to contact me at your convenience.

Very truly yours,

ERWIN & JOHNSON LLP

Christopher R. Erwin

Irvine, CA 92614

Tel: 949.429.2460 Fax: 949.429.2461

WWW.ERWINJOHNSON.COM

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July 18, 2006

#### VIA FAX & UPS

I.C.M Group, LLC 100 Pearl Street 14<sup>th</sup> Floor Hartford, CT 06103

Re:

International Fidelity & Surety Limited Financial Guarantee Bond

**Bond No:** 

185255

Insured:

Policy No:

PSH1000621

Dear Surety or whom it may concern:

In regards to the above referenced bond number enclosed please find the required claim settlement documentation. The documentation has been organized according to section 8 of the bond and tabbed accordingly.

1. Copy of life insurance policy

- 2. Transfer of ownership form (also for your convenience I have enclosed an assignment of beneficial interest form)
- 3. Copy of consent to transfer policy
- 4. Copy of medical information including life expectancy material
- 5. Copy of bond

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July 18, 2006

#### VIA FAX & UPS

I.C.M Group, LLC 100 Pearl Street 14<sup>th</sup> Floor Hartford, CT 06103

Re:

International Fidelity & Surety Limited Financial Guarantee Bond

**Bond No:** 

185257

Insured:

Policy No:

5886990

Dear Surety or whom it may concern:

In regards to the above referenced bond number enclosed please find the required claim settlement documentation. The documentation has been organized according to section 8 of the bond and tabbed accordingly.

- 1. Copy of life insurance policy
- 2. Transfer of ownership form (also for your convenience I have enclosed an assignment of beneficial interest form)
- 3. Copy of consent to transfer policy
- 4. Copy of medical information including life expectancy material
- 5. Copy of bond

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July 18, 2006

#### VIA FAX & UPS

I.C.M Group, LLC 100 Pearl Street 14<sup>th</sup> Floor Hartford, CT 06103

Re:

International Fidelity & Surety Limited Financial Guarantee Bond

**Bond No:** 

185119

Insured:

Policy No:

7074210

Dear Surety or whom it may concern:

In regards to the above referenced bond number enclosed please find the required claim settlement documentation. The documentation has been organized according to section 8 of the bond and tabbed accordingly.

1. Copy of life insurance policy

- 2. Transfer of ownership form (also for your convenience I have enclosed an assignment of beneficial interest form)
- 3. Copy of consent to transfer policy
- 4. Copy of medical information including life expectancy material
- 5. Copy of bond

Please confirm in writing the receipt of the documentation noted above and provide a timeline as to payment of your obligation.

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Very truly yours,

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Christopher R. Erwin

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### Case 3:07-cv-00421 Erwin & Johnson 🗠

WRITER'S EMAIL: klarson@erwinjohnson.com DIRECT DIAL: 949.429.2460 ext. 206

July 18, 2006

#### VIA FAX & UPS

I.C.M Group, LLC 100 Pearl Street 14th Floor Hartford, CT 06103

Re:

International Fidelity & Surety Limited Financial Guarantee Bond

Bond No:

185152

Insured:

Policy No:

62878840

Dear Surety or whom it may concern:

In regards to the above referenced bond number enclosed please find the required claim settlement documentation. The documentation has been organized according to section 8 of the bond and tabbed accordingly.

- 1. Copy of life insurance policy
- 2. Transfer of ownership form (also for your convenience I have enclosed an assignment of beneficial interest form)
- 3. Copy of consent to transfer policy
- 4. Copy of medical information including life expectancy material
- 5. Copy of bond

Please confirm in writing the receipt of the documentation noted above and provide a timeline as to payment of your obligation.

If you have any questions please do not hesitate to contact me at your convenience.

Very truly yours,

ERWIN & JOHNSON LLP

Christopher R. Erwin

IRVINE, CA 92614

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WRITER'S EMAIL: klarson@erwinjohnson.com DIRECT DIAL: 949.429.2460 ext. 206

July 18, 2006

#### VIA FAX & UPS

I.C.M Group, LLC 100 Pearl Street 14<sup>th</sup> Floor Hartford, CT 06103

Re:

International Fidelity & Surety Limited Financial Guarantee Bond

Bond No:

185144

Insured:

Policy No:

7080661

Dear Surety or whom it may concern:

In regards to the above referenced bond number enclosed please find the required claim settlement documentation. The documentation has been organized according to section 8 of the bond and tabbed accordingly.

1. Copy of life insurance policy

2. Transfer of ownership form (also for your convenience I have enclosed an assignment of beneficial interest form)

3. Copy of consent to transfer policy

4. Copy of medical information including life expectancy material

5. Copy of bond

Please confirm in writing the receipt of the documentation noted above and provide a timeline as to payment of your obligation.

If you have any questions please do not hesitate to contact me at your convenience.

Very truly yours,

ERWIN & JOHNSON LLP

Christopher R. Erwin

ABC Viaticals, Inc. cc:

Irvine, CA 92614

TEL: 949.429.2460 FAX: 949.429.2461

WWW.ERWINJOHNSON.COM

## ERWIN & JOHNSON LLP ATTORNEYS AT LAW

WRITER'S EMAIL: klarson@erwinjohnson.com DIRECT DIAL: 949.429.2460 ext. 206

July 18, 2006

#### VIA FAX & UPS

I.C.M Group, LLC 100 Pearl Street 14<sup>th</sup> Floor Hartford, CT 06103

Re:

International Fidelity & Surety Limited Financial Guarantee Bond

Bond No:

185160

Insured:

Policy No:

7069304

Dear Surety or whom it may concern:

In regards to the above referenced bond number enclosed please find the required claim settlement documentation. The documentation has been organized according to section 8 of the bond and tabbed accordingly.

1. Copy of life insurance policy

2. Transfer of ownership form (also for your convenience I have enclosed an assignment of beneficial interest form)

3. Copy of consent to transfer policy

4. Copy of medical information including life expectancy material

5. Copy of bond

Please confirm in writing the receipt of the documentation noted above and provide a timeline as to payment of your obligation.

If you have any questions please do not hesitate to contact me at your convenience.

Very truly yours,

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Christopher R. Erwin

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July 18, 2006

#### VIA FAX & UPS

I.C.M Group, LLC 100 Pearl Street 14<sup>th</sup> Floor Hartford, CT 06103

Re:

International Fidelity & Surety Limited Financial Guarantee Bond

Bond No:

185118

Insured:

Policy No:

7080566

Dear Surety or whom it may concern:

In regards to the above referenced bond number enclosed please find the required claim settlement documentation. The documentation has been organized according to section 8 of the bond and tabbed accordingly.

1. Copy of life insurance policy

- 2. Transfer of ownership form (also for your convenience I have enclosed an assignment of beneficial interest form)
- 3. Copy of consent to transfer policy
- 4. Copy of medical information including life expectancy material
- 5. Copy of bond

Please confirm in writing the receipt of the documentation noted above and provide a timeline as to payment of your obligation.

If you have any questions please do not hesitate to contact me at your convenience.

Very truly yours,

ERWIN & JOHNSON LLP

C12.E

Christopher R. Erwin

2603 Main Street, Suite 1180 Irvine, CA 92614

> TEL: 949.429.2460 FAX: 949.429.2461

www.erwinjohnson.com



WRITER'S EMAIL: klarson@erwinjohnson.com DIRECT DIAL: 949.429.2460 ext 206

July 18, 2006

#### VIA FAX & UPS

I.C.M Group, LLC 100 Pearl Street 14<sup>th</sup> Floor Hartford, CT 06103

Re:

International Fidelity & Surety Limited Financial Guarantee Bond

Bond No:

185256

Insured:

Policy No:

5101707

Dear Surety or whom it may concern:

In regards to the above referenced bond number enclosed please find the required claim settlement documentation. The documentation has been organized according to section 8 of the bond and tabbed accordingly.

1. Copy of life insurance policy

2. Transfer of ownership form (also for your convenience I have enclosed an assignment of beneficial interest form)

3. Copy of consent to transfer policy

4. Copy of medical information including life expectancy material

5. Copy of bond

Please confirm in writing the receipt of the documentation noted above and provide a timeline as to payment of your obligation.

If you have any questions please do not hesitate to contact me at your convenience.

Very truly yours,

ERWIN & JOHNSON LLP

Christopher R. Erwin



INTERNATIONAL OPERATION



October 16, 2006

Mr.Chris Erwin Erwin & Johnson 2603 Main Street Suite 1180 Irvine, CA

DECEIVED 1 oct 1 9 2006

BY:----

#### RE: ABC Viatical Claim

Dear Mr. Erwin:

The claims you submitted on our Financial Guarantee numbers 180177, 185118, 185119, 185144, 185152,185160, 185255, 185256 & 185257 issued to ABC Viaticals, Inc., as Principal, for the benefit of American Title Company of Orlando, as Direct. Beneficiary/Trustee, have been thoroughly reviewed and considered for payment. Based on our lengthy review we regret to inform you that at the present time for the reasons set forth below each of the nine claims submitted by your office are respectfully denied.

First, we are of the opinion that your office is not the proper Trustee under each of the above issued Financial Guarantees and no where contained therein does your name appear as either Direct Beneficiary or Trustee on behalf of those persons whom acquired partial interests in each of the nine respective Financial Guarantees issued to ABC Viaticals, Inc. Prior to your firm becoming Escrow Agent or Trustee for ABC Viatiacals, Inc., either American Title Company of Orlando or Mills Potoczack, CPAs served in that capacity for ABC Viatiacals, Inc. At no time prior to your claim submission did we consent in writing to an Assignment of Escrow Agent or Trustee for these nine Financial Guarantee instruments. We refer you to Paragraph 11 of each of the Financial Guarantees which states:

"Rights under this Bond may not be assigned, changed or modified without written consent of the Surety."

Accordingly, only American Title Company of Orlando or Mills Potoczack would be the proper party to have made these claims.

INTERNATIONAL FIDELITY & SURETY, LTD.

ICM Group, LLC – Mgmt. Office 100 Pearl Street, 14th Floor Hartford, CT 06103 Tel: 860-249-7015 Second, notwithstanding the above, we proceeded to review the Guarantees to determine whether all preconditions to evoke payment under these instruments were in order. Please bear in mind that each of the nine Financial Guarantees set forth above are Conditional Guarantees and not absolute guarantees. Each of the nine Financial Guarantees was a Conditional Guarantee, predicated on certain conditions and obligations for both the Principal, ABC Viaticals, Inc. and the Direct Beneficiary/Trustee first being met and satisfied before the Surety would be obligated thereunder.

Document 23-4

Paragraph 17 (iii) of each Conditional Financial Guarantee states that:

"It is understood by the parties hereto that in the event any State or Federal licensing, regulatory or prosecuting official alleges any wrongdoing which puts into question the validity of the Senior/Life Settlement for which this bond was given and such allegation is thereafter substantiated against the Senior/Life Settlement or the Principal/Trust Agent under this bond or anyone acting on their Behalf, the Surety in its sole discretion may elect to be excused from any liability or obligation hereunder at which time the bond shall be null and void and without further effect.

As you may be aware, two recent governmental actions have been implemented against ABC Viaticals, Inc. their principals, agents and/or representatives that give great concern and alarm to us. We are speaking of the current investigation of ABC Viaticals, Inc. and perhaps others, by the Federal SEC branch in Houston, Texas, as well as the Federal criminal trial currently under way in the Orlando, Florida Federal Court against, Keith LaMonda and Jess LaMonda.

The Surety and their representatives made it clear to the owners and operators of ABC Viaticals, Inc. from the onset that they were concerned about bonding or guaranteeing a program that could be deemed to be a security requiring that it be first registered. The Surety was assured that ABC's program was exempt from SEC registration and was not a security. This was the reason Paragraph 17 was inserted because the Surety did not want to be put into the position of guaranteeing a security. We are cognizant of the fact that the SEC is still conducting its investigation and has not as of this date substantiated its allegations, but since charges of such wrongdoing consisting of violating certain provisions of the Federal securities laws may soon be found, we have no choice to wait to see the eventual outcome of this investigation as these proceedings directly effect coverage under each of the nine Conditional Financial Guarantees (Bonds) issued by us to ABC Viaticals, Inc. as Principal.

Furthermore, although the US Attorneys office in Orlando, Florida has brought charges against Keith LaMonda and Jess LaMonda supposedly based on certain instances that may have occurred when they operated Accelerated Benefits Corporation, the predecessor company to ABC Viaticals, Inc. the allegations alleged therein and lodged against the LaMondas, and moreover, against David Piercefield the attorney whom operated American Title Company of Orlando (whom has by the way has already pleaded guilty to the charges brought against him by the prosecuting officials) the Trustee of most if not all of the nine Financial Guarantees at issue here, give great concern to the Surety that such fraudulent schemes and conduct may be present within the successor company which is run, controlled and/or operated by the same principals indicted, charged and being prosecuted presently. If such charges are found and conviction occurs it may undoubtedly effect the validity of the whole ABC Viatical Senior Life Settlement program. It is for this reason that we must respectfully decline coverage at this time and must wait until the conclusion of the Orlando criminal proceedings.

Document 23-4

We will be directing our agents, representatives or counsel to monitor both the SEC investigation and federal criminal trial proceedings through their conclusions. Upon conclusion of these proceedings we will order a trial transcript of the Orlando criminal trial to assist us and upon our review we will promptly revisit and renew the claim process so a determination can then be made as to whether all preconditions to coverage have been met and satisfied on the aforementioned nine claim submissions.

Thank you.

Respectfully,

International Fidelity & Surety

Copies to: .

Mr. Keith LaMonda Surety Marketing Source, LLC



JAMES H. MOODY, III E-mail: hmoody@qsclpc.com Direct No.: 214.880.1890 Direct Fax: 214.442.5456

January 10, 2007

#### VIA FEDERAL EXPRESS

International Fidelity & Surety, Ltd. c/o ICM Group, LLC 100 Pearl Street, 14<sup>th</sup> Floor Hartford, CT 06103

RE:

ABC Viaticals, Inc. Claim

Financial Guarantee Bond Nos. 180177, 185118, 185119, 185144, 185152,

185160, 185255, 185256 and 185257

#### Gentlemen:

I am writing on behalf of Michael J. Quilling (the "Receiver"), Receiver for ABC Viaticals, Inc. ("ABC"). A copy of the Order Appointing Receiver and the Order Clarifying and Modifying Order Appointing Receiver are enclosed herein for your file and review.

I am in receipt of a copy of your letter to Chris Erwin dated October 16, 2006, by which the claims on the above-referenced Financial Guarantee Bonds (the "Bonds") are denied. For the reasons stated below, International Fidelity & Surety, Ltd.'s ("IFS") denial is both unwarranted and unjustified. Therefore, immediate payment of the referenced claims is hereby demanded.

The first pretext IFS gives for its denial is the fact that the identity of the Escrow Agent/Trustee (actually, "Beneficiary/Obligee") of each of the Bonds has changed since the Bonds were issued. This excuse for not performing is neither warranted nor justified, however, because IFS' agents, attorneys-in-fact and United States marketing and sales representatives were aware and expressly or impliedly approved of the change in Beneficiary/Obligee on each of the Bonds.

Furthermore, under the circumstances of these transactions, a change of Beneficiary/Obligee does not change, much less increase, the risk being assumed by IFS under the Bonds. Therefore, even if consent was required and not otherwise obtained for the change in Beneficiary/Obligee, IFS cannot now arbitrarily refuse to give its consent.

In any event, "where by the terms of a contract money is absolutely due but there is a promise by the creditor not to assign its right, the breach of this promise is not necessarily sufficiently material to afford an excuse for the debtor's refusal to pay an assignee." See, 29 Williston on Contracts § 74:22 (4<sup>th</sup> Ed.). Therefore, any failure to obtain IFS' consent does not extinguish IFS' liability on the Bonds or justify IFS' denial of ABC's claims.

Bryan Tower 2001 Bryan St., Suite 1800 Dallas, TX 75201

ROFESSIONAL CORPORATION

ph. 214.871.2100 fx. 214.871.2111 www.qsclpc.com

017732

January 10, 2007 Page 2

IFS' reliance on Paragraph 17 (iii) of each of the Bonds for its second and last excuse for denying the subject claims is equally frivolous. Paragraph 17 (iii) relates to allegations of wrongdoing "which [put] into question the validity of the Senior/Life Settlement for which [each] bond was given . . . ." The term "Senior/Life Settlement" is defined by each of the Bonds to mean "the sale of an existing life insurance policy, in whole or in part, by a Senior to others . . . ." Here, there is no allegation of wrongdoing in connection with the sale of the subject policies to ABC. Rather, the allegations of wrongdoing relate to the conduct of ABC after the date each "Senior/Life Settlement" took place. Therefore, IFS' reliance on Paragraph 17 (iii) of each of the Bonds is misplaced.

Furthermore, even if IFS has no liability to the Bonds' beneficiary (currently, the Receiver) as a result of some alleged inability of the Receiver to satisfy the "conditions" of the Bonds, the result is not that IFS gets to keep the premiums paid on the Bonds for itself. Rather, as provided for in the Bonds, a failure to satisfy the Bonds' conditions makes "the Obligation of the Surety null and void from inception." Thus, at a minimum, ABC is entitled to a return of the premiums it paid for the Bonds, which sum is at least \$3,267,037.50. The right to the return of premiums is not and should not be deemed an election of remedies or a waiver of any claim under the Bonds.

Please contact me immediately to discuss making arrangements for the payment of ABC's claims. If satisfactory arrangements have not been made for the payment of the monies owed within 10 days of the date of this letter, the Receiver will have no choice but to file suit against IFS and all other responsible individuals and entities in the Receivership Court in Dallas.

Very truly yours,

JAMES H. MOODY, III

**Enclosure** 

cc: Mr. David A. Goldenberg

Mr. Mark E. Wolok