

LIFE SETTLEMENT PROVIDER'S STATIONERY

ESCROW AGREEMENT

This escrow agreement ("Escrow Agreement") is made and entered into by and among _____, ("Purchaser"), a
(Name of Life Settlement Provider)

_____, (State of Incorporation or Organization) _____ (Type of Entity - corporation; limited liability company)
_____, ("Escrow Agent") and _____ ("Seller")
as of the date last signed below.

WHEREAS, the Purchaser and the Seller have entered into a life settlement agreement ("Life Settlement Agreement") for the sale and/or assignment to the Purchaser of life insurance policy # _____ (the "Policy") issued by _____ ("Insurance Company") owned by the Seller;

WHEREAS, pursuant to said Life Settlement Agreement, the Purchaser has agreed to deposit the purchase proceeds into an escrow account upon receipt of properly completed and executed documents necessary to transfer the Policy to the Purchaser;

WHEREAS, the Purchaser and the Seller have agreed to use _____ to act as Escrow Agent; and

WHEREAS, the Escrow Agent has agreed to act in such capacity upon the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual premises and conditions contained herein, the Purchaser, the Seller and the Escrow Agent do hereby agree as follows:

1. Within three (3) business days after receipt from the Seller of all documents, properly completed and executed, necessary to effect the transfer of ownership or assignment of the Policy to the Purchaser and effect the change of beneficiary to name _____ as the beneficiary under the Policy ("Documents"), the Purchaser shall deliver to the Escrow Agent for deposit into the designated escrow account ("Escrow Account") held at _____ the sum of \$ _____, the (Name & Address of Bank or Trust Company) amount of the proceeds of the life settlement agreement between the Seller and the Purchaser ("Proceeds").
2. The Escrow Agent will transfer the Proceeds **[optional:** with any interest that has accrued thereon] to the Seller or to whomever the Seller has instructed, within three (3) business days of written acknowledgement from the Purchaser that the Insurance Company has accepted and recorded the change of ownership or assignment successfully transferring ownership or assignment of the Policy to the Purchaser and the change of beneficiary successfully naming _____ as its beneficiary.

If the Purchaser notifies the Escrow Agent that the Insurance Company has not accepted the Documents and/or is unable to transfer the Policy's ownership to the Purchaser, and/or has not named the Purchaser as the assignee of the Policy, and/or has not named _____ as the beneficiary under the Policy, for whatever reason, and the Purchaser returns the Documents to the Escrow Agent, the Escrow Agent shall then return all of the Documents to the Seller and the Proceeds to the Purchaser.

3. The Escrow Agent may act in reliance upon any writing, instrument or signature that the Escrow Agent, in good faith, believes to be genuine; and may assume any person purporting to give any notice, writing, advice, or instructions in connection with any provision herein has been duly authorized to do so.
4. The Purchaser agrees to indemnify and hold harmless the Escrow Agent from any and all claims, liabilities, losses, expenses, actions, suits, or proceedings at law or in equity, or any other expense, fees, or charges of any character or nature whatever that it may incur by reason of acting as the Escrow Agent under this Escrow Agreement except for the Escrow Agent's gross negligence, bad faith or willful misconduct. The Escrow Agent shall not be required to institute or maintain any litigation unless indemnified to its satisfaction for its counsel fees, costs, disbursements and all other expenses and liabilities that it may be subjected to in connection with the aforesaid action.
5. If the Seller and the Purchaser disagree about the interpretation of this Escrow Agreement, about the rights and obligations of the parties, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may file an action in a court of competent jurisdiction to resolve the disagreement. The Escrow Agent shall be indemnified for any costs, including reasonable attorney fees in connection with the aforesaid action.
6. The expenses and costs, if any, of the Escrow Agent for performing its obligations contained in this Escrow Agreement shall be borne by the Purchaser.
7. The Escrow Agent may resign upon thirty (30) days prior written notice to the parties to this Escrow Agreement. Upon appointment of a successor escrow agent, the Escrow Agent shall promptly deliver the Documents, if any, the Proceeds, if any and any other documents or property to the successor escrow agent.

If a successor agent has not been appointed within a thirty (30) day period, the Escrow Agent may petition any court of competent jurisdiction to appoint a successor.

8. The rights created by this Escrow Agreement shall inure to the benefit of, and the obligations created hereby shall be binding upon the successors and assigns of the Escrow Agent and all parties to this Escrow Agreement.
9. It is hereby recognized and agreed that the Escrow Agent shall not be obligated to take any action that is not specifically set forth herein. In the event of a

disagreement or dispute concerning the validity or interpretation of any condition of this Escrow Agreement, the Escrow Agent shall be empowered to submit the dispute to a court of competent jurisdiction for resolution. In such event, the Escrow Agent shall be relieved of any other and further liability under this Escrow Agreement.

10. This Escrow Agreement shall be construed and enforced in accordance with the laws of the state of New York.

IN WITNESS WHEREOF, the undersigned being all the parties to this Escrow Agreement have hereunto set their hands.

SELLER:

_____ DATE _____

NAME OF PURCHASER

BY:

_____ DATE _____

TITLE:

NAME OF ESCROW AGENT

BY:

_____ DATE _____

TITLE:
