

## ESCROW MANAGEMENT SERVICES AGREEMENT

This Escrow Management Services Agreement (the "Agreement") is entered into and effective this 15<sup>th</sup> day of February, 2008, by and between Prestige Title, Inc., 925 Tommy Munroe, Suite D, Biloxi MS 39532 ("Agent") and Physician's Trust, LLC and affiliated companies (the "Companies")

WHEREAS, Companies desire to retain Agent to manage certain aspects of each companies obligations;

NOW THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

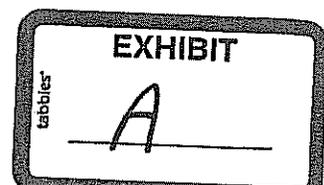
Agent agrees for a period of six (6) years or one (1) year from the date in which all investors have been paid, from the date of this agreement to provide the following services for the companies as follows:

1. Manage Premium payments for each company.
2. Maintain and manage the bank accounts delivered to Agent from each company.
3. Manage Distribution of funds on maturity date for each company.
4. Manage Premium payments for each company.
5. Work with auditing firms on the delivery of the annual audit letter to investors of each fund by March 31 of each year during the term of this Agreement.
6. Work with the companies' administrative representative and make such periodic reports to said administrative representative as may be requested.

The Companies shall wire transfer the premium dollars to be held by Agent no later than February 18, 2008. Agent shall provide the Companies with written confirmation of the receipt of the premium dollars including the amounts received.

Agent shall be responsible for the safe keeping of the premium dollars in segregated accounts for each company. Said premium dollars to be held in interest bearing accounts with FDIC insured banking entities. Said interest bearing accounts shall not act as a delay to the timely payment of premiums. All interest earned on each account shall be applied to premium payments for said company. Upon termination of this agreement all monies held hereunder shall be remitted to the administrative representative for disbursement to the companies.

The Companies shall pay a one time fee for such services in the total amount of One Hundred Fifty Thousand Dollars (\$150,000.00) at the time of the execution of this Agreement.



Agent and its officers, directors and key personnel shall keep and maintain "errors and omissions" and "directors and officers" insurance during the term of this agreement in the amount of \$10,000,000.00. This Agreement is contingent upon Agent providing evidence of such coverage being in force and effect.

This Agreement contains the entire agreement between the Parties and may be modified only by a written agreement signed by all Parties hereto. Furthermore, this Agreement shall not be transferred nor assigned without the prior written consent of the other parties hereof. Each Party represents and warrants that it has the authority to bind itself and all necessary parties relating to the transaction and that the persons executing this Agreement have the authority to enter into this Agreement.

This Agreement shall be construed in accordance with the laws of the State of Texas and venue and jurisdiction of any dispute or litigation shall be in Harris County, Texas. All claims, disputes or other matters arising or relating to this Agreement shall be decided by arbitration, which shall be conducted by the American Arbitration Association. Any arbitration shall take place in Houston, Harris County, Texas.

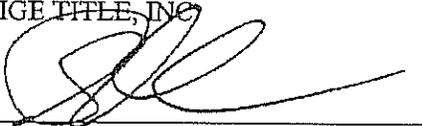
The Companies agree to hold Agent and its owners, officers, directors and/or employees harmless and shall defend Agent, its owners, officers, directors and/or employees (the Indemnified Persons") should such Indemnified Persons become involved in any capacity in any action, claim, suit, investigation or proceeding, actual or threatened, in connection with or as a result of this Agreement, the Companies, shall reimburse said Indemnified Persons for their respective reasonable and customary legal and other expenses (including, without limitation, the costs and expenses incurred in connection with investigating, preparing for and responding to third party subpoenas or enforcing this Agreement) incurred in connection therewith as such expenses are incurred. The foregoing shall not apply to any claims that are finally determined by a court or arbitral tribunal of competent jurisdiction to have resulted primarily from the bad faith or gross negligence of such Indemnified Persons.

This agreement shall terminate upon the final maturity of each of the portfolio.

If any term, provision, covenant or restriction herein is held by a court of competent jurisdiction to be invalid, void or unenforceable or against public policy, the remainder of the terms, provisions and restrictions contained herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

This Agreement may be executed in multiple originals, each of which shall be considered an original for all purposes.

PRESIGE TITLE, INC

By: 

A&O BONDED LIFE ASSETS MANAGEMENT, LLC

By: 

A&O BONDED LIFE ASSETS, LLC

By: 

A&O BONDED LIFE SETTLEMENTS MANAGEMENT, LLC

By: 

A&O BONDED LIFE SETTLEMENTS, LLC

By: 

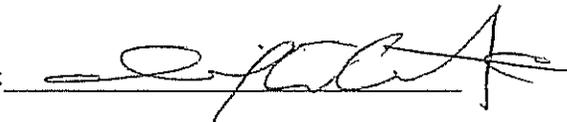
A&O CAPITAL MANAGEMENT, LLC (Texas Company)

By: 

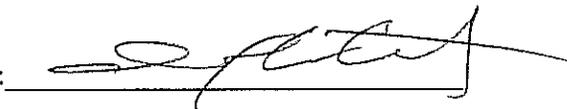
A&O CAPITAL MANAGEMENT, LLC (Illinois Company)

By: 

A&O LIFE FUND MANAGEMENT, LLC

By: 

A&O LIFE FUND, LLC

By: 

A&O LIFE FUNDS MANAGEMENT, LLC

By: 

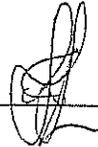
LIFE FUND 5.2, LLC

By: \_\_\_\_\_

PHYSICIAN'S TRUST, LLC

By: \_\_\_\_\_

BLUE DYMOND CAPITAL GROUP, LLC

By: \_\_\_\_\_