

**COMPROMISE AND SETTLEMENT AGREEMENT**

This Compromise and Settlement Agreement is entered into and is binding upon Michael J. Quilling, as Receiver for ABC Viaticals, Inc., et al., (the “Receiver”) on the one hand and Keith LaMonda, Leigh Bradley, Jesse LaMonda, Berna LaMonda and all other persons listed on Schedule A (collectively, the “LaMondas”) on the other hand. This Agreement shall become effective when approved by the Court presiding over the Receivership Proceedings.

**RECITALS**

WHEREAS, by orders dated November 17, 2006 and December 4, 2006 (“Receivership Order”), the Receiver was appointed in *Securities and Exchange Commission v. ABC Viaticals, Inc., et al.*, Cause No. 3:06-CV-2136 (N.D. Tex.) (the “Receivership Proceedings”) for ABC Viaticals, Inc. (“ABC”), Structured Life Settlements, Inc. (“SLS”), LaMonda Management Family Limited Partnership (“LMFLP”), and other trusts and entities identified in the Receivership Order;

WHEREAS, the Receiver alleges that certain assets owned by or in possession of the LaMondas and entities under their ownership and control are receivership estate assets and subject to the Receivership Order;

WHEREAS, the LaMondas deny the Receiver’s substantive allegations and assert that some of those assets were purchased with funds not related to ABC and its investors;

WHEREAS, the LaMondas assert various and separate claims to some of those assets and assert that such claims are superior to the interests of the Receiver or the receivership estate;

WHEREAS, in an effort to resolve any and all disputes among them and to avoid further uncertainties, costs, and expenses of litigation and appeal, the Receiver has reached the following agreement with the LaMondas.

## AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Receiver and the LaMondas agree as follows:

**1. Real Property in Kissimmee, Florida.** The house at 1300 Grandview Boulevard in Kissimmee, Florida (“Kissimmee House”) is deemed to be impressed with an equitable constructive trust lien in favor of the Receiver in the amount of \$1,425,000.00. The lien shall be deemed to exist as of July 21, 2005. Within ten days of signing this Agreement, the LaMondas shall provide the Receiver with (1) keys, security codes, and any other information needed to access the property and (2) as they are received, copies of all invoices relating to the property, including but not limited to any mortgages, maintenance, insurance, and utilities. So long as the Receiver, in his discretion, deems it proper, he shall pay all expenses relating to the Kissimmee House. So long as the property is maintained to the Receiver’s satisfaction, Keith LaMonda and Leigh Bradley may reside in or otherwise use the Kissimmee House until Keith LaMonda is incarcerated and/or Leigh Bradley is disposed of her interest and required to vacate by the Government.

Ownership and possession of all personal property located in the Kissimmee House shall be vested in the Receiver. The Receiver hereby transfers, conveys, sells, assigns all right, title, and interest in such personal property to Leigh Bradley, all of which she shall cause to be removed when she vacates the property.

**2. Legal Claims Relating to Kissimmee House.** Ownership and possession of the right to pursue pending legal action against third parties for amounts owed related to the lapsing of the homeowner’s insurance policy for the Kissimmee House shall be vested in the Receiver.

The Receiver hereby assigns, conveys, and sells all right, title, and interest to the right to pursue pending legal action against third parties for amounts owed related to the lapsing of the homeowner's insurance policy for the Kissimmee House to Leigh Bradley or her assigns.

**3. Payment of Keith and Jesse LaMonda's Legal Fees.** The Receiver agrees to pay a total of \$250,000.00, within five days from Court approval of this Agreement, to the following lawyers in the following amounts:

Zuckerman Spaeder LLP	\$150,000.00
Dempsey & Associates, P.A.	\$50,000.00
Fellers Snider	\$25,000.00
John Wynne	\$25,000.00

**4. Real Property in Fort Lauderdale, Florida.** The condominium at 313 Tarpon Drive in Fort Lauderdale, Florida ("Fort Lauderdale Condo") shall be deemed to be a receivership estate asset under the Receiver's sole control. Pursuant to 28 U.S.C. § 2001(b), the Receiver shall file a motion in the Receivership Proceedings to sell the property by private sale free and clear of all liens, claims, and encumbrances. The LaMondas agree to fully cooperate in the sale and shall not interfere with the Receiver's efforts to inspect, market, or sell the property; provided, however, that within fifteen (15) days written notice to Keith LaMonda and Leigh LaMonda, the LaMondas shall have the opportunity to select the realtor to represent the Receiver in the sale of the Fort Lauderdale Condo. Within ten days of signing this Agreement, the LaMondas shall provide the Receiver with (1) keys, security codes and any other information needed to access the Fort Lauderdale Condo and (2) as they are received, copies of all invoices relating to the property, including but not limited to any mortgages, maintenance, association

dues, insurance and utilities as well as evidence of timely payment of each. So long as the property is maintained to the Receiver's satisfaction and all expenses are timely paid, Keith LaMonda and Leigh Bradley may reside in or otherwise use the Fort Lauderdale Condo for a period of sixty days after Court approval of this Agreement (or such other time frame to which the Receiver may agree). All net sales proceeds shall be paid to the Receiver. Ownership and possession of all personal property located in the Fort Lauderdale Condo shall be vested in the Receiver. The Receiver hereby transfers, conveys, sells, and assigns all right, title, and interest in such personal property to Leigh Bradley, all of which she shall cause to be removed when she vacates the Condo.

**5. Payment to Leigh Bradley.** Within five days after Court approval of this Agreement, the Receiver shall pay \$250,000.00 to Leigh Bradley.

**6. Real Property in Moberly, Missouri.** The house at 1730 Parkwood in Moberly, Missouri ("Missouri House") shall be deemed to be a receivership estate asset under the Receiver's sole control. Under 28 U.S.C. § 2001, the Receiver shall file a motion in the Receivership Proceedings to sell the Missouri House free and clear of all liens, claims, and encumbrances. The LaMondas agree to fully cooperate in that sale and shall not interfere with the Receiver's efforts to inspect, market, or sell the property. Within ten days of signing this Agreement, the LaMondas shall provide the Receiver with (1) keys, security codes and any other information needed to access the property and (2) as they are received, copies of all invoices relating to the property, including but not limited to any mortgages, maintenance, insurance, and utilities. Upon Court approval of this Agreement, the current residents shall have thirty days (or such other time frame to which the Receiver may agree) to present an acceptable offer to

purchase the Missouri House from the Receiver. During this period of time, the current residents shall be allowed to continue living in the Missouri House so long as they timely pay all expenses relating to the house. If the offer is not acceptable to the Receiver, then the current residents shall vacate the property upon two weeks notice (or such other time frame to which the Receiver may agree) by the Receiver. All net sale proceeds shall be paid to the Receiver.

7. **Real Property in Gainesville, Georgia.** The house at 3923 Muscadine Trail in Gainesville, Georgia (“Georgia House”) shall be deemed to be a receivership estate asset under the Receiver’s sole control. Under 28 U.S.C. § 2001, the Receiver shall file a motion in the Receivership Proceedings to sell the Georgia House free and clear of all liens, claims, and encumbrances. The LaMondas agree to fully cooperate in that sale and shall not interfere with the Receiver’s efforts to inspect, market, or sell the property. Within ten days of signing this agreement, the LaMondas shall provide the Receiver with (1) keys, security codes and any other information needed to access the property and (2) as they are received, copies of all invoices relating to the property, including but not limited to any mortgages, maintenance, insurance, and utilities. Upon Court approval of this Agreement, the current residents shall have thirty days (or such other time frame to which the Receiver may agree) to present an acceptable offer to purchase the Georgia House from the Receiver. During this period of time, the current residents shall be allowed to continue living in the Georgia House so long as they timely pay all expenses relating to the house. If the offer is not acceptable to the Receiver, then the current residents shall vacate the property upon two weeks notice (or such other time frame to which the Receiver may agree) by the Receiver. All net sale proceeds shall be paid to the Receiver.

8. **Vehicles to be Surrendered to the Receiver.** Immediately upon Court approval of this Agreement, each of the following vehicles shall be deemed to be a receivership estate asset and the LaMondas shall immediately surrender possession of the vehicles to the Receiver or his agents:

<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>VIN</b>
2004	Jeep	Liberty Renegade	1J8GK38KX4W155635
2006	Cadillac	SRX	1GYEE637960122457
2003	Lincoln	Aviator	5LMEU68H13ZJ33625
2006	Mercedes Benz	Cls 500c	WDDDJ75X86A032443
2006	Jeep	Grand Cherokee Laredo	1J8GS48K56C298356
2006	Jeep	Grand Cherokee Overland	1J8HS68266C302303
2005	Chrysler	Town and Country	1C4GP45R55B230895
2003	Mercedes Benz	S55	WDBNG74JX3A363819
2005	Pace	Enclosed Trailer	47ZFB12107X048961
2006	Panther	Airboat	Hull No. PAP000671204
2006		Aluminum Trailer	1R5MQNP1031T13487

At the time of surrendering the vehicles, the person possessing same shall deliver to the Receiver or his agents open signed titles, all keys, security codes, manuals, warranty information, registration information, evidence of insurance, and contact information for any lienholders. All net proceeds from sales of the vehicles shall be paid to the Receiver.

9. **Vehicles to be Retained by the LaMondas.** Ownership and possession of the following vehicles shall be vested in the Receiver:

Year	Make	Model	VIN
2006	Chrysler	Town and Country	2A8GP64L46R826259
2007	Mercedes Benz	S550	WDDNG71X17A036313
2004	BMW	645i	WBAEK73474B320656

The Receiver hereby assigns, conveys, and sells all right, title, and interest in such vehicles to Leigh Bradley.

10. **ABC Assets.** All assets of any nature whatsoever belonging to or in which ABC has an interest shall be deemed to be receivership estate assets subject to the Receiver's sole control. Any limiting language in the Receivership Order shall no longer be applicable.

11. **SLS Assets.** All assets of any nature whatsoever belonging to or in which SLS has an interest shall be deemed to be receivership estate assets subject to the sole control of the Receiver. Any limiting language in the Receivership Order shall no longer be applicable.

12. **Blue Water Trust Assets.** All assets of any nature whatsoever belonging to or in which Blue Water Trust has an interest shall be deemed to be receivership estate assets subject to the Receiver's sole control. Any limiting language in the Receivership Order shall no longer be applicable.

13. **Destiny Trust Assets.** All assets of any nature whatsoever belonging to or in which Destiny Trust has an interest shall be deemed to be receivership estate assets subject to Receiver's sole control. Any limiting language in the Receivership Order shall no longer be applicable.

**14. LMFLP Assets.** All assets of any nature whatsoever belonging to or in which LMFLP has an interest shall be deemed to be receivership estate assets subject to Receiver's sole control. Any limiting language in the Receivership Order shall no longer be applicable.

**15. Recovery Efforts by the Receiver.** The Receiver believes that there may be additional assets he can recover from third parties. To the extent that the LaMondas assist the Receiver with respect to the efforts, Berna LaMonda will be paid 25% of the net recovery as to each effort in which they assist.

**16. Mutual Release of Claims.** Upon Court approval of this Agreement in the Receivership Proceedings, the following releases shall become effective:

(a) Receiver's Release: The Receiver, the receivership estate and the Examiner hereby release, acquit and forever discharge the LaMondas, including, but not limited to, all parties listed in Schedule A attached, from any and all claims, demands, debts, causes of action, contracts and liabilities of any kind or character whatsoever, known or unknown, in contract or in tort, at law or in equity, that the Receiver or the Examiner, directly or indirectly, ever had or now has against the LaMondas, except for the LaMondas' obligations under this Agreement.

(b) The LaMondas' Release: The LaMondas, for themselves and their respective successors, assigns, agents, and representatives, hereby release, acquit and forever discharge the Receiver, the receivership estate and the Examiner from any and all claims, demands, debt, causes of action, contracts, agreements, obligations and liabilities of any kind or character whatsoever, known or unknown, in contract or in tort, at law or in equity, that the LaMondas ever had or now have against the Receiver and/or the receivership estate and/or the



Examiner, except for the Receiver's obligations under this Agreement. The LaMondas further agree to take no action, direct or indirect, to oppose or otherwise challenge any motion, application or lawsuit filed by the Receiver or the Examiner in the Receivership Proceedings or related litigation, except as required by law.

**17. Failure to Perform Shall Be Civil Contempt.** Should the LaMondas or any one of them or the Receiver fail to surrender possession of the assets or perform the obligations stated as required herein, they agree that such act shall constitute civil contempt in violation of the Receivership Order and fully understand and agree that the Receiver shall be free to seek civil contempt sanctions against them.

**18. Contact Information.** The LaMondas shall provide to the Receiver at the time this Agreement is signed telephone numbers for Keith LaMonda, Leigh Bradley, Jesse LaMonda and the residents of the Missouri and Georgia Houses so that the Receiver can contact them to arrange logistics, etc.

**19. LaMonda Representations.** Except for the house of Jesse LaMonda and Berna LaMonda in Kissimmee, Florida (the "Jesse and Berna House") and the Kissimmee House of Keith LaMonda and Leigh Bradley, the LaMondas signatories hereto hereby represent and warrant that none of them own or possess any other assets other than those addressed in this Agreement or otherwise disclosed in Court filings having a value in the singular in excess of \$20,000.00 and acknowledge that the Receiver is relying upon such representation in making this Agreement. The Receiver hereby waives any and all rights, claims or interest the Receiver may have to the Jesse and Berna House, and all personal property located in the Jesse and Berna House.

20. **Waivers.** With respect to this Agreement and the Receiver, the LaMondas hereby waive all rights to assert that any of the assets covered by this Agreement constitute homestead property, exempt property, that tenancy in the entirety exists or that any other property rights apply. Keith LaMonda hereby specifically waives any homestead interest, exemptions, or tenancy in the entirety interest he may have in any of the assets covered by this Agreement, and hereby assigns and transfers any interest he may have in any of the assets covered by this Agreement to Leigh Bradley.

21. **Court Approval.** This Agreement is expressly conditioned upon approval by the Court presiding over the Receivership Proceedings.

22. **Entire Agreement.** This Agreement sets forth the entire agreement between the LaMondas and the Receiver and there are no unwritten representations, agreements, understandings, or promises not expressly set forth herein.

23. **Advice of Counsel.** In negotiating this Agreement, the LaMondas have had the opportunity to consult with counsel of their choosing, have been fully advised by counsel as to the effect of each and every provision of this Agreement and the consequences thereof, and have a full understanding of possible courses of action other than signing this Agreement. After such advice, the LaMondas freely and voluntarily enter into this Agreement.

24. **Third Party Beneficiary.** The sole beneficiaries of this Agreement are the parties hereto. There shall be no third party beneficiaries to this Agreement, express or implied.

25. **Full Authority to Contract.** The LaMondas expressly represent that, to the extent their successors, trusts, heirs, or other beneficiaries have any interest in the matters that are the subject of this Agreement, they are fully authorized to contract on their behalf and have complete authority to execute this Agreement with respect to those assets. This Agreement shall

be binding upon the LaMondas, their successors, trusts, heirs, other beneficiaries and all those who could make a claim by or through them including, but not limited to, all parties listed in Schedule A attached.

**[Signature Page to Follow]**

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C. Keith LaMonda

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Date

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Leigh Bradley

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Date

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Jesse LaMonda

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Date

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Berna LaMonda

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Date

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Michael J. Quilling, Receiver for  
ABC Viaticals, Inc., et al.

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Date

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Steven A. Harr, Examiner

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Date

SCHEDULE A

C. Keith LaMonda  
Jesse LaMonda  
Berna LaMonda  
Leigh Bradley  
Sue Dubois  
Katlyn Nagy  
Chad LaMonda  
Randy LaMonda  
Joy LaMonda  
Terrain LaMonda  
Kellian LaMonda