Court File No.: 08-CL-7878

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N :

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OF ARRANGEMENT OF UNIVERSAL SETTLEMENTS INTERNATIONAL INC.

Applicant

MOTION RECORD
(before Justice H. Wilton-Siegel returnable December 23, 2008)

December 22, 2008

OGILVY RENAULT LLP
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3800 - 200 Bay Street
Toronto, ON M5J 2Z4

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Susan M. Grundy **BLAKE, CASSELS & GRAYDON LLP** 199 Bay Street Suite 2800, Commerce Court West Toronto, ON M5L 1A9 **Katherine McEachern** **BLAKE, CASSELS & GRAYDON LLP** Consultant, Toronto Office	Tel: (416) 863-2572 Fax: (416) 863-2653 susan.grundy@blakes.com Tel: (416) 863-2566 Fax: (416) 863-2653 katherine.mceachern@blakes.com	Monitor, Ernst & Young Inc
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Applicant

NOTICE OF MOTION
(before Justice Wilton-Siegel returnable December 23, 2008)

THE APPLICANT will bring a motion before Justice Wilton-Siegel of the Commercial List on Tuesday, December 23, 2008 at 10:00 a.m., or as soon after that time as the motion can be heard at 330 University Avenue, Toronto, Ontario.

PROPOSED METHOD OF HEARING: The motion is to be heard

_ in writing under subrule 37.12.1(1) because it is on consent or unopposed or made without notice;

_ in writing as an opposed motion under subrule 37.12.1(4)

X orally.

THE MOTION IS FOR AN ORDER:

(a) Authorizing USI to sell its TPI portfolio (as defined herein) to SDM Holdings, LLC ("SDM") for the sum of **(US)$2,470,000** (equivalent to **(CDN)$2,914,600** at the exchange rate in force on December 22, 2008 of **1.18**), plus the reimbursement of the sum of approximately **(US)$100,000** (**(CDN)$118,000**), being premiums paid on the TPI Portfolio since October 15, 2008, less a sales commission payable to The Heritage Group Inc. ("Heritage Group") in the amount of **(US)$270,000** (**(CDN)$318,600**);

(a) Granting USI permission to surrender 10 policies excluded from the sale of the TPI Portfolio for their cash surrender value in the amount of **(US)$312,000** (**(CDN)$368,160**); and

(b) such further and other relief as counsel may request and this Honourable Court deem just.

THE GROUNDS FOR THE MOTION ARE:

(c) On December 2, 2008, USI commenced proceedings and was granted an Initial Order pursuant to Section 11.(2) of the *Companies' Creditors Arrangement Act* ("CCAA") by the Ontario Superior Court of Justice (the "Initial Order");

(d) The Initial Order authorized USI to pursue the sale of certain corporately owned policies which it purchased in 2005 from Trade Partners, Inc. (the "TPI Portfolio");

(e) On December 18, 2008, USI secured an offer SDM Holdings, LLC ("SDM") for the TPI Portfolio in the amount of (US)$2,470,000 from (the "Proposed Sale");

(f) The Proposed Sale also contemplates additional proceeds to USI of (US)$312,000 for the cash surrender value of certain policies contained in the TPI Portfolio but excluded from the transaction; and of approximately (US)$100,000 in respect of the reimbursement of premium payments made by USI since October 15, 2008, the effective date of the proposed transaction;

(g) Selling the TPI Portfolio will relieve USI of substantial premium payments and administration costs for which it has no reserves;

(h) USI intends to use the sale proceeds to fund business operations in the ordinary course, including the payment of premiums;

(i) USI believes that the Proposed Sale is commercially reasonable, and in the best interest of USI and its creditors;

(j) If approved by the Court, the parties intend to close the Proposed Sale by December 31, 2008; and

(k) Such further and other grounds as counsel may advise and this Honourable Court permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

(l) The Affidavit of Christopher Halas sworn December 22, 2008 and exhibits thereto; and

(m) Such further and other materials as counsel may advise and this Honourable Court permit.

December 22, 2008

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ONTARIO
SUPERIOR COURT OF JUSTICE
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Proceeding commenced at Toronto

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Applicant

AFFIDAVIT OF CHRISTOPHER HALAS
(sworn December 22, 2008)

I, CHRISTOPHER HALAS, of the City of Mississauga, Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am the Vice-President and Secretary of Universal Settlements International Inc. ("USI"); I have been Vice-President since January 2002 and Secretary since January 2007. I have personal knowledge of the matters to which I depose in this Affidavit. Where I do not possess personal knowledge, I have stated the sources of my information and, in all such cases, believe it to be true.

2. I swear this affidavit further to my affidavits in this proceeding sworn December 2, 2008 and December 15, 2008, and in support of USI's motion for an Order:

(a) Authorizing USI to sell its TPI portfolio (as defined below) to SDM Holdings, LLC ("SDM") for the sum of **(US)$2,470,000** (equivalent to **(CDN)$2,914,600** at today's exchange rate of **1.18**), plus the reimbursement of the sum of approximately **(US)$100,000 ((CDN)$118,000)**, being premiums paid on the TPI Portfolio since October 15, 2008, less a sales commission payable to The Heritage Group Inc. ("Heritage Group") in the amount of **(US)$270,000 ((CDN)$318,600)**;

(b) Granting USI permission to surrender 10 policies excluded from the sale of the TPI Portfolio for their cash surrender value in the amount of **(US)$312,000 ((CDN)$368,160)**;

the total net sale proceeds from the transaction to be used (when released from escrow) to fund USI's ongoing operations in the ordinary course (including the payment of premiums), under the supervision of the Monitor.

Overview

3. On December 2, 2008, USI was granted an Initial Order pursuant to Section 11.(2) of the *Companies' Creditors Arrangement Act* ("CCAA") by the Ontario Superior Court of Justice. A copy of the Initial Order is attached hereto as Exhibit "A".

4. Among other things, the Initial Order permitted USI to pursue the sale of certain corporately owned policies it purchased from the receivership of Trade Partners, Inc. ("TPI"), a U.S.-based Life Settlement company, in 2005. These policies were referred to in my affidavit

sworn December 2, 2008 as the "TPI Portfolio", and shall be similarly referred to in this affidavit.

5. Since the Initial Order, USI continued the negotiations it had begun, in or about October 2008, with SDM with respect to the sale of the TPI Portfolio.

6. On December 18, 2008, USI received a firm offer from SDM for the purchase of the TPI Portfolio. SDM's offer is structured as follows:

(a) Payment by SDM of the sum of **(US)$2,470,000** (equivalent to **(CDN)$2,914,600**); and

(b) Reimbursement by SDM to USI of premiums paid on the TPI Portfolio since October 15, 2008, in the amount of approximately **(US)$100,000** (**(CDN)$118,000**) (the "Premium Reimbursement").

7. All of the proceeds will be held in escrow by the escrow agent appointed under the terms of the agreement, Investrust, N.A.

8. In addition, USI negotiated to exclude 10 policies with high cash surrender value from the transaction. USI proposes to surrender these policies upon Court approval of the transaction, thereby recouping total additional proceeds in the amount of **(US)$312,000** (**(CDN)$368,160**).

9. A commission of **(US)$270,000** (**(CDN)$318,600**) would be payable by USI from the proceeds of the transaction to the consultants who brokered the transaction, The Heritage Group Agency, Inc. ("Heritage Group").

10. For the reasons set out herein, USI believes that SDM's offer is fair and reasonable. USI further believes that acceptance of SDM's offer is in the best interest of USI and its creditors.

The TPI Portfolio

11. Pursuant to a Purchase and Sale Agreement dated January 14, 2005, USI purchased 850 viaticated life insurance policies from the TPI receivership for (US)$43 million. The total face value of the policies in question was approximately (US)$160,000,000, as appears from the Purchase and Sale Agreement dated January 14, 2005, a copy of which is attached as Exhibit "B" hereto.

12. Of the 699 policies which USI purchased in the TPI Receivership, 616 related to terminally ill insureds, most of whom suffered from Acquired Immune Deficiency Syndrome ("AIDS"). Those policies were not sold by USI to any investors. They were managed by USI for its own account. With intervening maturities, 567 policies remain. These policies constitute the TPI Portfolio referred to herein. The face value of these policies as at January 14, 2005 was (US)$39,185,192.56, and is currently (US)$35,814,740.95.

13. The entire portfolio of policies acquired by USI was valued at **(US)$59,465,121** (or 36% of total face value) by Fasano Associates, an independent valuator retained by TPI's Receiver in connection with the transaction. It is noteworthy, however, that the policies which constituted the TPI Portfolio were valued at **(US)$4,646,558** (or 11.8% of face value of the policies in question). A copy of the valuation report of Fasano Associates dated April 21, 2004 is attached as Exhibit "C" hereto.

14. Although the face value of the policies which comprise the TPI Portfolio is significant, the market value of the TPI Portfolio for Life Settlement purposes has declined since 2005.

15. Perhaps the most important reason for this reduction is that it has become increasingly difficult to predict, from an actuarial point of view, when the policies are likely to mature. This is because significant medical advances in the treatment of AIDS have resulted in a dramatic improvement in the mortality rates of these insureds.

16. For example, the Fasano report contemplated that total maturities paid between 2005 and 2008 would be in the amount of **(US)$4,392,321**, as follows:

2005	**2006**	**2007**	**2008**
(US)$1,137,388	(US)$1,084,623	(US)$1,074457	(US)$1,095,873

17. In fact, the maturities paid during this period were less, and amounted to **(US)$3,367,470**, as follows:

2005	**2006**	**2007**	**2008**
(US)$497,019.00	(US)$654,516.00	(US)$1,393,239.00	(US)$822,696.61[1]

18. When Premium Loads and administration costs are taken into account, the TPI Portfolio was a net drain on USI's cash flow during the first two years, and generated total revenues of only (US)$28,962.93 for the four year period, as follows:

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1 Calculated on a cash-received basis.

	2005	2006	2007	2008
Premium Load	(US)$498,948.31	(US)$491,560.71	(US)$469,368.53	(US)$454,890.63
Annual Admin. Costs[2]	(US)$369,600.00	(US)$362,400.00	(US)$351,600.00	(US)$340,200.00
Net Annual Cash Flow	-(US)$371,529.31	-(US)$199,384.71	(US)$572,270.47	(US)$27,606.48

19. The Premium Load in 2009 is anticipated to be **(US)$447,865.89 ((CDN)$528,481.75)**.

20. For the reasons outlined in my affidavit sworn December 2, 2008, USI has no premium reserves in respect of these policies. As a result, the TPI Portfolio is currently being maintained from USI's operating funds. While it is necessary to maintain the TPI Portfolio in order to preserve its value, using operating funds for this purpose will significantly reduce the financial resources available to fund other policies for which there are also no premium reserves.

21. Given these circumstances, and as indicated in my affidavit sworn December 2, 2008, USI wishes to sell the TPI Portfolio to both reduce operating expenses and increase the amount of funds available for ongoing operations, including premium payments on other policies.

Consideration of Other Offers

22. As indicated in my affidavit sworn December 2, 2008, USI has made numerous attempts in the past to sell the TPI Portfolio.

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[2] Based USI's past experience, the administration cost is approximately $50 per month per policy.

23. These efforts began in or about January, 2007, when USI offered the TPI Portfolio to several of its sales agents and investors, including Ray Hansen and Associates, *Caja Paraguaya de Jubilaciones y Pensiones* (CAJUBI), Heritage Group and others. These efforts were not successful.

24. USI also retained B3 Capital, a financial consulting firm, in an attempt to locate a buyer. B3 Capital has contacted approximately 12 potential buyers and brokers, as appears from their list dated December 19, 2008, a copy of which is attached as Exhibit "D" hereto. With the exception of Heritage Group, which appears on the B3 Capital list, none of the entities contacted expressed a formal interest.

25. Commencing in or about May, 2007, USI entered into negotiations with Kingsmill Capital Partners Inc. ("Kingsmill"), with a view to using the TPI Portfolio as a base for an initial public offering of an entity to be controlled by Kingsmill. This transaction also failed to proceed because of regulatory issues.

26. In or about July, 2008, Heritage Group submitted an offer on behalf of a third party purchaser, which offer was conditional on financing. The offer, which USI accepted, was based on (US)$.10 per dollar of policy face value.

27. This transaction fell through in October, 2008, as the third party purchaser was unable to secure the necessary financing.

28. In the days immediately following its CCAA filing, USI was also contacted by Silver Point Capital Fund, L.P. ("Silver Point Capital"), another U.S.-based Life Settlement provider.

29. Silver Point Capital expressed an interest in the TPI Portfolio and indicated verbally that its price might be in the range on (US)$.05 to $.08 per dollar of face value, depending on the results of its due diligence. In this regard, Silver Point wished to obtain access to all of the records in USI's possession pertaining to the policies in the TPI Portfolio.

30. Although USI provided Silver Point Capital with some information on a preliminary basis, it was not prepared pursue these discussions given the price Silver Point Capital was prepared to pay. The due diligence process contemplated by Silver Point Capital would have required several months to complete. USI was of the view that such a lengthy process would work to its disadvantage and to the disadvantage of its creditors, given USI's financial situation. Moreover, even at the top of Silver Point Capital's price range, a transaction would not have yielded any significant benefits beyond those attached to the transaction in respect of which Court approval is sought.

SDM Transaction

31. In or about the month of October, 2008, shortly after the collapse of the transaction referred to in paragraph 22 above, USI began negotiations with Heritage Group for the sale of the TPI Portfolio to SDM. As indicated above, SDM is an Oklahoma-based company which also operates in the Life Settlement field.

32. On December 18, 2008, SDM made a firm offer to purchase the TPI Portfolio for on the following terms:

(a) Payment by SDM of the sum of **(US)$2,470,000** (equivalent to **(CDN)$2,914,600**);

(b) Reimbursement by SDM to USI of premiums paid on the TPI Portfolio since October 15, 2008, in the amount of approximately **(US)$100,000** (**(CDN)$118,000**); and

(c) Exclusion from the transaction of 10 policies having a cash surrender value of **(US)$312,000** (**(CDN)$368,160**).

Attached hereto as Exhibit "E" is the proposed Purchase and Sale Agreement between USI and SDM in this regard (the "Proposed Sale Agreement").

33. The structure of the SDM's offer gives this transaction total proceeds before commission of **(US)$2,882,000** (**(CDN)$3,400,760**), or **(US)$2,612,000** (**(CDN)$3,082,160**) net of commission.

34. The Premium Reimbursement described above results from SDM's wish to make the Proposed Sale Agreement effective as of October 15, 2008. The Premium Reimbursement represents the premiums paid by USI since that date.

35. I understand that SDM wishes to make the Proposed Sale Agreement effective as of October 15, 2008, because that is the date on which SDM's extensive due diligence process began.

36. Pursuant to section 13 of the Proposed Sale Agreement, a commission of (US)$270,000 will be paid to Heritage Group. USI believes that this is less than the fee usually charged in respect of such transactions and is reasonable.

37. USI believes that these proceeds are reasonable under the circumstances:

(a) First, USI has been marketing the TPI Portfolio in earnest for many months (since January, 2007). It has contacted a number of brokers and potential purchasers, and retained agents, including Heritage Group, with instructions to secure an offer at the highest possible purchase price;

(b) SDM's proposal is by far the most favourable proposal to emerge from this process, and is the only binding offer USI has received to date;

(c) Of the three possible alternative proposals, two have fallen through because of lack of financing or regulatory issues, and one because it would not have afforded a significant benefit to USI or its creditors beyond the benefits attached to the transaction in respect of which Court approval is now sought;

(d) Based on its efforts to sell the TPI Portfolio, USI believes that the TPI Portfolio has been exposed to the market place and that the yield is within the market place range; and

(e) The sale will permit USI to avoid a further net drain on its cash flows in a context of uncertain policy maturities.

Payment of Sale Proceeds

38. The intended closing date for the Proposed Sale Agreement is December 31, 2008 (the "Closing Date"). Section 9.5 of the Proposed Sale Agreement contemplates payment of the Sale Proceeds to USI on the following schedule.

39. Within 60 days of the Closing Date, USI is to deliver proof to SDM that it has requested ownership, assignment and beneficiary changes for the TPI Portfolio from the insurers. Once SDM has received the executed forms, it will release $550,000 of the Sale Price to USI (and US$ 67,500 to Heritage Group). Thereafter, SDM will release the Sale Price on a pro rata basis as it receives confirmation of change in ownership for each policy (Heritage Group will receive 25 % of each payment until its commission has been paid).

40. USI believes that it can complete the transfer requests within the first two weeks of January 2009, which would result in the release of the US $550,000 by mid-January 2009. The actual transfers will likely take place on a rolling basis, with the majority having been completed by January 31, 2009. Because the transfers involve multiple insurance companies and numerous policies, the exact timing is not entirely predictable.

Use of Sale Proceeds

41. If the Proposed Sale is authorized by the Court, USI intends to use the proceeds to fund its business in the ordinary course (including the payment of premiums), under the supervision of the Monitor.

42. USI believes that it has secured the best possible offer from SDM and that given the urgency of the situation, it cannot afford to explore further options.

43. I make this affidavit in support of USI's motion for an Order authorizing the sale of the TPI Portfolio to SDM and for no other or improper purpose.

SWORN BEFORE ME at the City of Mississauga, in the Province of Ontario, on December 22, 2008. Commissioner for Taking Affidavits	CHRISTOPHER HALAS

Luis Miguel Mendes, a
Commissioner etc., Province of Ontario,
while a student-at-law.
Expires April 5, 2010.

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF UNIVERSAL SETTLEMENTS INTERNATIONAL INC.

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Proceeding commenced at Toronto

AFFIDAVIT OF
CHRISTOPHER HALAS
(sworn December 22, 2008)

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Court File No. 08-CL-7878

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	TUESDAY, THE 2nd
	)	
JUSTICE H. WILTON-SIEGEL	)	DAY OF DECEMBER, 2008

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF UNIVERSAL SETTLEMENTS INTERNATIONAL INC. (the "Applicant")

INITIAL ORDER

THIS APPLICATION, made by the Applicant, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Christopher Halas sworn December 2, 2008 (the "Halas Affidavit") and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, and on reading the consent of Ernst & Young to act as the Monitor,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged so that this Application is properly returnable today and hereby dispenses with further service thereof.

Luis Miguel Mendes, a Commissioner etc., Province of Ontario, while a student-at-law. Expires April 5, 2010.

This is Exhibit "A" referred to in the affidavit of Christopher HALAS sworn before me, this 22 day of December 2008.

A COMMISSIONER FOR TAKING AFFIDAVITS

APPLICATION

2. THIS COURT ORDERS AND DECLARES that the Applicant is a company to which the CCAA applies.

FURTHER HEARING

3. THIS COURT ORDERS that a further hearing in this Application shall be made on notice to investors and held on December 18, 2008 or such alternate date as this Court may fix, at which time this Order may be supplemented or otherwise varied, and the Stay Period (as herein defined) extended or terminated. The Applicant and the Monitor shall serve their materials for this further hearing on all parties who serve a Notice of Appearance on the Applicant and the Monitor, such materials to be served by no later than 3 days prior to the date scheduled for the further hearing.

POSSESSION OF PROPERTY AND OPERATIONS

4. THIS COURT ORDERS that the Applicant shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property"). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the "Business") and Property. The Applicant shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "Assistants") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. THIS COURT ORDERS that the Applicant shall have the right to pursue the sale of its TPI Portfolio (as defined in the Halas Affidavit), in whole or part, subject to prior approval of any sale being obtained on further motion before this Court.

6. THIS COURT ORDERS that the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

(a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay, bonuses and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and

(b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges.

7. THIS COURT ORDERS that, except as otherwise provided to the contrary herein, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and

(b) payment for goods or services actually supplied to the Applicant following the date of this Order.

8. THIS COURT ORDERS that the Applicant shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;

(b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

9. THIS COURT ORDERS that, except as specifically permitted herein, the Applicant is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; (c) to not grant credit or incur liabilities except in the ordinary course of the Business; (d) to make no payments of Death Benefits to investors; and (e) to hold Death Benefits received in the interim in an interest bearing trust account (the "Death Benefits Account").

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

10. THIS COURT ORDERS that until and including December 31, 2008, or such later date as this Court may order (the "Stay Period"), no proceeding or enforcement process in any court or tribunal (each, a "Proceeding") shall be commenced or continued against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

APPLICANT ENTITLED TO CONTINUE ITS OUTSTANDING LITIGATION AND ARBITRATION PROCEEDINGS

11. THIS COURT ORDERS that the Applicant shall be entitled to continue its outstanding litigation and arbitration proceedings, and pay all reasonable expenses incurred as a result thereof and as are in accordance the Projected Cash Flow Statement attached as Exhibit "D" to the Halas Affidavit, as follows:

(a) *Universal Settlements Inc. v. James Torchia, Marc Celello and National Viaticals Inc.*; and

(b) *Universal Settlements Inc. v. Antonio Duscio.*

NO EXERCISE OF RIGHTS OR REMEDIES

12. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on, (ii) exempt the Applicant from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

13. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

14. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with the Applicant or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Business or the Applicant, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicant, and that the Applicant shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

15. THIS COURT ORDERS that, notwithstanding anything else contained herein, no creditor of the Applicant shall be under any obligation after the making of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

16. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.5(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicant whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

17. THIS COURT ORDERS that the Applicant shall indemnify its directors and officers from all claims, costs, charges and expenses relating to the failure of the Applicants, after the date hereof, to make payments of the nature referred to in subparagraphs **[6(a)], [8(a)], [8(b)] and [8(c)]** of this Order which they sustain or incur by reason of or in relation to their respective capacities as directors and/or officers of the Applicants except to the extent that, with respect to any officer or director, such officer or director has actively participated in the breach of any related fiduciary duties or has been grossly negligent or guilty of wilful misconduct.

18. THIS COURT ORDERS that the directors and officers of the Applicant shall be entitled to the benefit of and are hereby granted a charge (the "Directors' Charge") on the Property, which charge shall not exceed an aggregate amount of $1 million, as security for the indemnity provided in paragraph **[17]** of this Order. The Directors' Charge shall have the priority set out in paragraphs **[31]** and **[33]** herein.

19. THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicant's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph **[17]** of this Order.

PROCEEDINGS AGAINST TRUSTEES

20. THIS COURT ORDERS that during the Stay Period no Proceeding may be commenced or continued against the Applicant's former trustees Christopher Halas and William Potoczak (the "Trustees") with respect to any claim against the Trustees that arose before the date hereof and that relates to any obligations of the Applicant whereby the Trustees are alleged under any law to be liable in their capacity as Trustees for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

TRUST FUNDS

21. THIS COURT ORDERS that the trustee William Potoczak is entitled to use the US$300,000, which he holds in escrow in the ordinary course to fund the payment of premiums as they fall due and in accordance with specific insurance policies to which the funds have been designated, with such use to be monitored by the Monitor (as defined below).

22. THIS COURT ORDERS that Ogilvy Renault LLP is entitled to release US$778,000 out of the finds it holds in escrow for the Applicant, to the Applicant for the purposes of funding its operations.

23. THIS COURT ORDERS that Ogilvy Renault LLP is entitled to release the balance of the funds it holds in escrow for the Applicant, to the Applicant for the purposes of establishing an account from which premium payments can be made (the "Premium Reserve Account"), as they fall due and in accordance with specific insurance policies to which the funds have been designated, with such payments to be monitored by the Monitor (as defined below).

APPOINTMENT OF MONITOR

24. THIS COURT ORDERS that Ernst & Young Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Property and the Applicant's conduct of the Business with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations.

25. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

(a) send notice of the Order, within three (3) days, to every known creditor of the Applicant as of the date of this Order, advising that such creditor may obtain a copy of the Order on the internet at the website of the Monitor at <u>www.ey.com/ca/UniversalSettlements</u> (the "Website") or, failing that, from the

Monitor and the Monitor shall provide it. Such notice shall be sufficient in accordance with Subsection 11(5) of the CCAA;

(b) monitor the Applicant's receipts and disbursements, including without limitation the oversight of the Death Benefits Account and the Premium Reserves Account;

(c) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

(d) advise the Applicant in its development of the Plan and any amendments to the Plan;

(e) advise the Applicant in its preparation of the Applicant's cash flow statements and report to the Court on the compilation;

(f) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;

(g) have full and complete access to the books, records and management, employees and advisors of the Applicant and to the Business and the Property to the extent required to perform its duties arising under this Order;

(h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

(i) perform such other duties as are required by this Order or by this Court from time to time.

26. THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

27. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

28. THIS COURT ORDERS that the Monitor, counsel to the Monitor and counsel to the Applicant shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a weekly basis and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant, retainers in the amounts of $100,000, $50,000, and $50,000, respectively, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

29. THIS COURT ORDERS that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

30. THIS COURT ORDERS that the Monitor, counsel to the Monitor, and the Applicant's counsel shall be entitled to the benefit of and are hereby granted a charge (the "Administration Charge") on the Property, which charge shall not exceed an aggregate amount of $1 million, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs **[31]** and **[33]** hereof.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

31. THIS COURT ORDERS that the priorities of the Directors' Charge and the Administration Charge, as between them, shall be as follows:

First – Administration Charge (to the maximum amount of $1 million); and

Second – Directors' Charge (to the maximum amount of $1 million).

32. THIS COURT ORDERS that the filing, registration or perfection of the Directors' Charge and the Administration Charge (collectively, the "Charges") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

33. THIS COURT ORDERS that each of the Directors' Charge and the Administration Charge (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, statutory or otherwise (collectively, "Encumbrances") in favour of any Person.

34. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Directors' Charge or the Administration Charge, unless the Applicant also obtains the prior written consent of the Monitor, and the beneficiaries of the Directors' Charge and the Administration Charge, or further Order of this Court.

35. THIS COURT ORDERS that the Directors' Charge and the Administration Charge, shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

(a) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and

(b) the payments made by the Applicant pursuant to this Order and the granting of the Charges, do not and will not constitute fraudulent preferences, fraudulent conveyances, oppressive conduct, settlements or other challengeable, voidable or reviewable transactions under any applicable law.

SERVICE AND NOTICE

36. THIS COURT ORDERS that the Applicant and the Monitor be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Applicant's creditors or other interested parties at their respective addresses as last shown on the records of the Applicant and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

37. THIS COURT ORDERS that the Applicant, the Monitor, and any party who has filed a Notice of Appearance may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels' or any party's email addresses as recorded on the Service List from time to time, in accordance with the E-filing protocol of the Commercial List to the extent practicable, and the Monitor may post a copy of any or all such materials on the Website. Any party filing a Notice of Appearance or otherwise intending to participate in these proceedings shall provide to the Applicant and the Monitor an email address for purposes of service.

GENERAL

38. THIS COURT ORDERS that the Applicant or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

39. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicant, the Business or the Property.

40. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or any other foreign jurisdiction to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

41. THIS COURT ORDERS that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

42. THIS COURT ORDERS that any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

43. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard Time on the date of this Order.

~~JUSTICE H. WILTON-SIEGEL~~

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

DEC 0 2 2008

PER / PAR: TV

Toni Vecchiola
Registrar, Superior Court of Justice

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF UNIVERSAL SETTLEMENTS INTERNATIONAL INC.

Court File No.: 08-CL-7878

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

INITIAL ORDER

OGILVY RENAULT LLP
Royal Bank Plaza, South Tower
3800 - 200 Bay Street
Toronto ON M5J 2Z4

William McNamara (LSUC#: 23153S)
Tel: (416) 216-3906
Fax: (416) 216-3930

Lawyers for the Applicant

DOCSTOR: 1580895\1

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made and entered by and between BRUCE S. KRAMER, Receiver for Trade Partners, Inc. ("Receiver") and related and affiliated entities, including various Trusts ("Trade Partners") as Seller, and Universal Settlements International, Inc, a Canadian corporation (the "Purchaser").

RECITALS

1. Pursuant to an Order dated April 15, 2003, and a subsequent Order dated July 21, 2003, the United States District Court for the Western District of Michigan (Richard Allen Enslen, Judge presiding) in the case of *Quilling v. Trade Partners, Inc., et al.* (Case No. 1:03-CV-0236), Bruce S. Kramer was appointed Receiver for Trade Partners, Inc. and various related trusts and limited liability companies, and charged with the duties and obligations to hold, manage and dispose of various assets (the "Receivership").

2. Pursuant to the Order Appointing Receiver, the Receiver is presently administering, *inter alia*, approximately 850 insurance policies (hereinafter, the "Portfolio" or the "Policies" or the "Policies/Portfolio"). These policies have a face death benefit value of approximately ONE HUNDRED AND SIXTY MILLION DOLLARS (U.S. $160,000,000.00).

3. The Receiver, as Seller, desires to sell, assign and transfer all of its right, title and interest in and to the Portfolio, and the Purchaser desires to purchase the Portfolio on the terms, and subject to the conditions and provisions set forth in this Agreement and Court approval thereof.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser do hereby agree as follows:

This is Exhibit "B" referred to in the affidavit of Christopher HALAS sworn before me, this 22 day of December 2008.

_____ (initials of Seller)   PD (initials of Purchaser)

A COMMISSIONER FOR TAKING AFFIDAVITS

Luis Miguel Mendes, a Commissioner etc., Province of Ontario, while a student-at-law. Expires April 5, 2010.

ARTICLE I
SALE AND PURCHASE

1.1 Sale and Purchase of the Portfolio/Policies

On the terms and subject to the conditions hereof at Closing (as defined in Section 3.2), Seller agrees to sell, assign, transfer, convey and deliver to Purchaser, and Purchaser agrees to purchase and accept from Seller, all of Seller's right, title and interest in and the Policies set forth in Addendum A, as approved by the Sale Order (as defined in Section 3.1) to be entered by the United States District Court. This Agreement is specifically subject to approval by the Court and the entry of the Sale Order.

1.2 As Is, Where Is "Sale and Purchase"

(a) Reliance by Purchaser on Sale Order. Purchaser will rely on the Sale Order entered by the Court approving this Agreement and authorizing the sale of the Policies. Purchaser will accept the sale, conveyance, assignment, transfer and delivery of the Policies based on the Purchaser's own inspection, examination and determination with respect thereto as to all matters, without reliance upon any express or implied representation or warranties of any nature made by or on behalf of or imputed to Seller. It is specifically stated that the Receiver and his respective authorized representatives and agents, including National Viatical, Steven A. Harr, Court-appointed Examiner in this matter ("Examiner") and Michael J. Quilling, Special Counsel ("Special Counsel") to the Receiver, make no representation, warranty, or covenant whatsoever with respect to the Policies, including but not limited to the validity of the Policies, status and health of the insured, or the amount of premium except Receiver represents to the best of his knowledge and belief that the premiums are current and the policies are in force and transferable.

(b) Disclaimer of Representations and Warranties by Seller. The Seller, Receiver, National Viatical, Examiner, Special Counsel or any person or entity acting by or through the Seller, Receiver, Examiner, National Viatical or Special Counsel has not made, is not now making, and each hereby specifically disclaims and Purchaser specifically waives any express or implied warranty, guaranty, covenant, or representation of any kind or character, oral or written, past, present or future of, as, to or concerning (i) the nature and condition of the Policies, (ii) the nature, condition or health of any insured/viator, (iii) the enforceability, validity or status of any of the Policies, (iv) the condition or nature of the insurance company issuing any of the Policies, and/or (v) the amount of premiums payable or death benefits available with respect to or under any of the Policies. Seller, Receiver, National Viatical, Examiner and Special Counsel have not made and do not hereby make any representations, guarantees or warranties whatsoever, express or implied, arising by operation of law or otherwise with respect to the Policies and the condition thereof, including, without limitation, merchantability.

(c) Purchaser has not relied upon and will not rely upon, either directly or indirectly, any representation or warranty of Seller or any agent of Seller, Receiver, Examiner, National Viatical or Special Counsel, and Purchaser acknowledges, covenants and warrants that no such representations or warranties have been made. Further, Purchaser represents, warrants and covenants that it is a knowledgeable, experienced, and sophisticated Purchaser with respect to life insurance policies, viaticated life insurance policies, and life settlement contracts, that it has conducted such examination and due diligence that in its sole determination has been required, that it has been provided access to review the Policies, and that it is relying on its own expertise and that of the Purchaser's consultants, accountants, actuaries, and legal and tax consultants and advisors in determining whether to enter into this transaction and to purchase the Policies/Portfolio. Upon Closing, Purchaser shall assume the risk that adverse matters, including, but not limited to, adverse and unknown facts, may not have been revealed by Purchaser's due diligence inspection and investigation, and Purchaser hereby waives any claim Purchaser may have now or in the future in connection with any such adverse matters. Purchaser accepts the Policies/Portfolio in its present condition, "as is, where is." Purchaser further acknowledges and agrees that there are no oral agreements, warranties, covenants or representations with respect to the Policies. Further, Purchaser acknowledges, covenants and agrees that there are no oral agreements, warranties or representations with respect to the Policies by Seller, Receiver, Examiner, Special Counsel or National Viatical, or any other third party. The terms and conditions of this Section 1.2 shall expressly survive the Closing and shall not merge with the provisions of any closing documents. Seller is not liable or bound in any manner by any oral or written statements, representations, or information pertaining to the Policies furnished by any third party. Purchaser acknowledges that the purchase price reflects the "as is, where is" nature of the sale, and reflects any faults, liabilities, defects, or other adverse matters that may be associated with the Policies. Further, Purchaser acknowledges and represents that this Agreement and these disclaimers have been fully reviewed by counsel of its own choosing and understands the significance and effects thereof. Purchaser further acknowledges and agrees that the provisions of this Article I and particularly Section 1.2 are an integral part of the Agreement, and that

Seller would not have agreed to sell the Policies to Purchaser for the purchase price set forth herein without such provisions.

ARTICLE II
CONSIDERATION

2.1 Purchase Price.

The aggregate total purchase price for sale, assignment, conveyance and delivery of the Policies will be 26.58% of the total death benefits of the Policies, (based on approximately $160,000,000 in face death benefits, the Purchase Price is approximately FORTY-THREE MILLION DOLLARS (U.S.$43,000,000.00) (the "Purchase Price"), the exact amount will be calculated based on the policies actually transferred with the understanding that the Purchaser will buy the entire Portfolio. The Purchase Price is payable to Seller at Closing by wire transfer of immediate funds in United States dollars. The Purchase Price will be placed in escrow in a mutually agreed depository under the joint control of Marc Celello, Purchaser's agent, and Bruce S. Kramer, Receiver, pursuant to a separate Escrow Agreement. (Joint Escrow Account). The joint escrow agents (Kramer and Celello or their successors) shall release and pay the Receiver the proportionate purchase amount for the policy (i.e., 26.58% of the death benefit) as and when the insurance companies record the change of owner (COO) on their records.

2.2 Deposit

(A) Upon mutual execution of this Agreement, Purchaser shall remit to the Receiver the sum of FIVE MILLION DOLLARS (U.S.$5,000,000.00), representing a deposit (the "Deposit"), which shall be held by the Receiver in escrow in an interest-bearing trust account pending the Closing. The Receiver will use the Deposit to pay premiums until the Policies are transferred to Purchaser. Any death benefit on any policy occurring after receipt of the Deposit shall be held in escrow for the benefit of Purchaser pending approval of and consummation of the Agreement by the Court. Should Purchaser not be the ultimate Purchaser, the death benefits being held pursuant to this paragraph 2.2.(A), shall revert to the Receiver.

If:

(a) Purchaser is ready, willing and able to close as of the Closing Date, but the sale of the Policies does not close for any reason which is not the fault of Purchaser, including, but not limited to, the sale of the Portfolio approved by the Court pursuant to an Overbid (as defined in Section 3.1(b) by a Qualified Bidder (as defined in Section 3.1(b)); or

(b) Purchaser elects to terminate this Agreement and recover the Deposit as specified in Section 6.2; or

(c) Purchaser is not in default hereunder and this Agreement is terminated by Seller and/or by Purchaser as specified in Section 7.1;

then the Deposit (including all accrued interest) shall be returned promptly to Purchaser, provided, however, that such Deposit shall continue to be held in escrow in the event there is an Overbid until five (5) business days after the sale of the Portfolio has closed.

(B) If Seller is ready, willing and able to close as of the Closing Date, and the Court has entered the Sale Order in favor of the Purchaser, and the sale does not close as a result of Purchaser's failure to perform in all material respects as required under this Agreement and/or by Order of the Court, Seller shall retain the Deposit.

(C) Disclaimer of Representations and Warranties by Seller.

THE SELLER, RECEIVER, NATIONAL VIATICAL, EXAMINER, SPECIAL COUNSEL OR ANY PERSON OR ENTITY ACTING BY OR THROUGH THE SELLER, RECEIVER, EXAMINER, NATIONAL VIATICAL OR SPECIAL COUNSEL HAS NOT MADE, AND IS NOT NOW MAKING, AND EACH HEREBY SPECIFICALLY DISCLAIMS AND PURCHASER SPECIFICALLY WAIVES ANY EXPRESS OR IMPLIED WARRANTY, GUARANTY, COVENANT, OR REPRESENTATION OF ANY KIND OR CHARACTER, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE OF, AS, TO OR CONCERNING (I) THE NATURE AND CONDITION OF THE POLICIES, (II) THE NATURE, CONDITION OR HEALTH OF THE INSURED/VIATOR, (III) THE ENFORCEABILITY, VALIDITY OR STATUS OF ANY OF THE POLICIES (IV) THE CONDITION OR NATURE OF THE INSURANCE COMPANY ISSUING ANY OF THE POLICIES, AND/OR (V) THE AMOUNT OF PREMIUMS OR DEATH BENEFITS AVAILABLE WITH RESPECT TO OR UNDER ANY OF THE POLICIES. SELLER, RECEIVER, NATIONAL VIATICAL, EXAMINER AND SPECIAL COUNSEL HAVE NOT MADE AND DO NOT HEREBY MAKE ANY REPRESENTATIONS, GUARANTEES OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE WITH RESPECT TO THE

POLICIES AND THE CONDITION THEREOF, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY.

PURCHASER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION OR WARRANTY OF SELLER OR ANY AGENT OF SELLER, RECEIVER, EXAMINER, NATIONAL VIATICAL OR SPECIAL COUNSEL AND PURCHASER ACKNOWLEDGES, COVENANTS AND WARRANTS THAT NO SUCH REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE. FURTHER, PURCHASER REPRESENTS, WARRANTS AND COVENANTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED, AND SOPHISTICATED PURCHASER WITH RESPECT TO LIFE INSURANCE POLICIES, VIATICATED LIFE INSURANCE POLICIES, AND LIFE SETTLEMENT CONTRACTS, THAT IT HAS CONDUCTED SUCH EXAMINATION AND DUE DILIGENCE THAT IN ITS SOLE DETERMINATION HAS BEEN REQUIRED, THAT IT HAS BEEN PROVIDED ACCESS TO AND REVIEW OF THE POLICIES, AND THAT IT IS RELYING ON ITS OWN EXPERTISE AND THAT OF THE PURCHASER'S CONSULTANTS, ACCOUNTANTS, ACTUARIES, AND LEGAL AND TAX CONSULTANTS AND ADVISORS IN DETERMINING WHETHER TO ENTER INTO THIS TRANSACTION AND TO PURCHASE THE POLICIES/PORTFOLIO. UPON CLOSING, PURCHASER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE AND UNKNOWN FACTS, MAY NOT HAVE BEEN REVEALED BY PURCHASER'S DUE DILIGENCE INSPECTION AND INVESTIGATION, AND PURCHASER HEREBY WAIVES ANY CLAIM PURCHASER MAY HAVE NOW OR IN THE FUTURE IN CONNECTION WITH ANY SUCH ADVERSE MATTERS. PURCHASER ACCEPTS THE POLICIES/PORTFOLIO IN ITS PRESENT CONDITION, "AS IS, WHERE IS." PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES, COVENANTS OR REPRESENTATIONS WITH RESPECT TO THE POLICIES. FURTHER, PURCHASER ACKNOWLEDGES, COVENANTS AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES, OR REPRESENTATIONS WITH RESPECT TO THE POLICIES BY SELLER, RECEIVER, EXAMINER, SPECIAL COUNSEL OR NATIONAL VIATICAL, OR ANY OTHER THIRD PARTY.

FURTHER, PURCHASER ACKNOWLEDGES AND REPRESENTS THAT THIS AGREEMENT AND THESE DISCLAIMERS HAVE BEEN FULLY REVIEWED BY COUNSEL OF ITS OWN CHOOSING AND UNDERSTANDS THE SIGNIFICANCE AND EFFECTS THEREOF.

PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS ARTICLE II AND PARTICULARLY SECTION 2.2(D) ARE AN INTEGRAL PART OF THE AGREEMENT, AND THAT SELLER WOULD NOT HAVE AGREED TO SELL THE POLICIES TO PURCHASER FOR THE PURCHASE PRICE SET FORTH HEREIN WITHOUT SUCH PROVISIONS.

THE TERMS AND CONDITIONS OF THIS SECTION SHALL EXPRESSLY SURVIVE THE CLOSING AND SHALL NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE POLICIES FURNISHED BY ANY THIRD PARTY. PURCHASER ACKNOWLEDGES THAT THE PURCHASE PRICE REFLECTS THE "AS IS, WHERE IS" NATURE OF THE SALE, AND REFLECTS ANY FAULTS, LIABILITIES, DEFECTS, OR OTHER ADVERSE MATTERS THAT MAY BE ASSOCIATED WITH THE POLICIES EXCEPT RECEIVER REPRESENTS TO THE BEST OF HIS KNOWLEDGE AND BELIEF THAT THE PREMIUMS ARE CURRENT AND THE POLICIES ARE IN FORCE AND TRANSFERABLE.

ARTICLE III
The Sale, Court Procedures and Closing

Section 3.1 Court Sale Procedures.

The parties have agreed to the following procedures:

(a) Seller will file with the Court a Motion to Approve Sale Procedures and to Authorize Sale of Policies Free and Clear of Interests, Combined with Brief in Support (the "Sale Motion"), which Sale Motion will have attached thereto an executed copy of this Agreement, and will seek the relief identified below with respect to this Agreement. Seller shall use its best efforts to obtain an Order or Orders from the Court granting the relief requested in the Sale Motion (the "Sale Order"), which Sale Order shall include findings of fact and conclusions of law that:

(i) Purchaser will be deemed a "good faith purchaser,"

(ii) The Policies will be transferred and assigned "free and clear" of all interests, including any and all claims and encumbrances,

(iii) The purchase price for the Policies shall be the Purchase Price as defined herein, or such greater sum as may be bid in accordance with the bid procedures set forth herein;

(iv) Purchaser shall not be deemed a successor and shall acquire no successor liability for any obligation of Seller, or any claims against Seller, as a result of the sale of the Policies to Purchaser, the sale is not a de facto merger or a consolidation of the business of Purchaser and Seller, Purchaser's business is not a mere continuation of the Seller's business, Purchaser is entering into the sale in good faith and not for the purpose of avoiding Seller's liabilities, and the Seller and any creditor of the Receivership or Trade Partners, Inc. or any of the trusts or limited liability companies are precluded and estopped from asserting that Purchaser is a successor of Seller;

(v) This sale and Agreement is not precluded by or contrary to any prior Order or stay;

(vi) The transfer of the Policies shall not be taxed under any law imposing a stamp tax, transfer or recording tax or similar tax related to the transaction;

(vii) As of the Closing, the Seller waives any and all claims that Seller, the Seller's Receivership may have against Purchaser based upon the assertion that the Purchaser is the successor of either the Seller and/or any other claim based on any similar legal or equitable theory; and

(viii) Upon Closing, Purchaser assumes all obligations for premiums and to transact the business of the Policies and will indemnify and hold Seller harmless from any claim or demand therefore; and

(ix) Such other and further relief as the Seller deems appropriate.

(b) The Sale Motion shall specifically provide for certain bid procedures that, among other things, establish a deadline for submission of competing bids for the Portfolio and establish thresholds for initial and subsequent overbids, and shall request a date for the hearing on the Sale Motion (the "Sale Hearing"). The Sale Motion will contain criteria upon which any interested party may become a qualified bidder (a "Qualified Bidder"), including (i) the payment of a deposit in GOOD AND IMMEDIATE FUNDS in the amount of FIVE MILLION (U.S.$5,000,000.00) to be held in escrow by the Receiver in accordance with the provisions below, and (ii) the submission of written evidence (such evidence being an irrevocable, confirmed letter of credit of a financial institution or equivalent) satisfactory to Seller, in its sole discretion, demonstrating that such bidder has the financial ability to consummate the proposed purchase of the Portfolio at the Overbid amount (as defined hereinafter). The Sale Motion will further request, among other things, that the Court consider as a higher offer (an "Overbid") only a proposal made by a Qualified Bidder that meets the following requirements:

(i) the Overbid shall consist of a purchase agreement in a form substantially similar to this Agreement, marked to show any changes thereto, that contains terms and conditions, taken as a whole, that are no less favorable to Seller than those contained in this Agreement;

(ii) the initial Overbid shall be at least ONE MILLION DOLLARS (U.S. $1,000,000.00) higher than the Purchase Price; and

(iii) the Overbid shall provide for the purchase of not less than the entire Portfolio.

The $5,000,000 escrow deposit which a Qualified Bidder must submit shall be paid directly to the Receiver to be held in escrow, and shall be paid not later than three (3) Business Days prior to the Sale Hearing. The escrow deposits of all Qualified Bidders shall be held in escrow until five (5) Business Days after the sale of the Portfolio has closed; provided, however that the escrow deposit of any Qualified Bidder whose bid is confirmed by the Court as the winning bid and who closes on the Portfolio

_____ (initials of Seller) T.C. (initials of Purchaser) shall be applied to the purchase price for the Portfolio. The escrow deposit of any Qualified Bidder whose offer is accepted by Seller and approved by the Court as the winning bid shall be retained by Seller as liquidated damages should such Qualified Bidder fail to consummate the purchase of the Portfolio due to its breach of its purchase agreement with the Seller. The escrow deposit of any Qualified Bidder whose offer is not accepted by Seller or not approved by the Court as the winning bid shall be returned by Seller to the Qualified Bidder.

The Sale Motion shall provide that the last day for a party to become a Qualified Bidder shall be three (3) Business Days prior to the Sale Hearing. If there are no Qualified Bidders, then, subject to Court approval, the sale to Purchaser contemplated herein shall be approved at the Sale Hearing. If there is at least one Qualified Bidder, an auction (the "Auction") shall be conducted contemporaneously with the Sale Hearing, as directed by the Court. Only the Purchaser and any Qualified Bidder or Qualified Bidders are eligible to participate in and bid at the Auction. The Auction shall be an open auction, with each bidder aware of each bid. After the initial Overbid, each subsequent bid shall be in increments of FIVE HUNDRED THOUSAND DOLLARS (U.S. $500,000.00). The Seller shall present to the Court the Sale Order confirming the sale of the Portfolio to the Qualified Bidder (or to Purchaser) based on the bid, which the Court determines in the aggregate constitutes the highest offer. Neither the Seller nor the Court shall consider any bid submitted by Purchaser or by a Qualified Bidder after the conclusion of the Sale Hearing.

The final bid of the successful bidder, and the final bid of each Qualified Bidder made at the Auction shall remain open, irrevocable and unconditional until the sale of the Portfolio is closed, so that if one or more bidders fail to close, the party with the next best final bid shall be required to close. If the party making the best final bid at the Auction fails, as a result of such party's failure to perform its obligations, to timely consummate the sale by the Closing Date, then Seller may elect (in its sole discretion) to sell the Portfolio to the party making the second best final bid at the Auction, in which case the party making the best final bid will forfeit its escrow deposit. If the party making the second best final bid at the Auction fails, as a result of such party's failure to perform its obligations, to timely consummate the sale by the Closing Date (extended by fifteen (15) days) after Seller provides written notice of its election to sell the Portfolio to such party making the second best final bid, then Seller may elect (in its sole discretion) to sell the Portfolio to the party making the third best final bid at the Auction, in which case the party making the second best final bid will forfeit its escrow deposit. Seller may continue to move down the list of final bids until the sale of the Portfolio closes or Seller exhausts all final bids. To avoid any confusion or misunderstanding over the order of the final bids, Seller shall request that the Sale Order include a ranking of the final bid presented by each bidder at the Auction.

Not withstanding anything to the contrary herein, in the event the Court accepts and approves an Overbid, the Purchaser herein Universal Settlements International, Inc. has the right to withdraw and rescind the Purchase Agreement and the return of its Deposit.

(c) In the event an appeal is taken, or a stay pending appeal is requested or reconsideration is sought, from the Sale Order, the Seller will immediately notify Purchaser of such appeal or stay request and will provide to Purchaser within two (2) Business Days a copy of the related notice of appeal, order of stay or application for reconsideration. Seller will also provide Purchaser with written notice and copies of any other or further notice on appeal, motion or application filed in connection with any appeal from, or application for reconsideration of, any of such order and any related briefs.

Section 3.2 Closing.

(a) Except as otherwise agreed by the parties, and provided that the conditions set forth in Section 3.3 below are satisfied, the Closing of the sale shall take place, subject to Section 3.2(b) hereof, at the offices of Receiver (or at such other location as agreed to in writing), at a mutually agreed to time within thirty (30) days after the entry by the Court of the Sale Order or the expiration or termination of any stay thereof;

(b) For purposes of this Agreement, the "Closing" shall mean the time at which Seller has signed any and all necessary and reasonably requested documentation to transfer the ownership of the Policies to Purchaser, and the Purchaser has paid the Purchase Price into the Joint Escrow Account described in Section 2.1. The day upon which the foregoing has occurred shall constitute the "Closing Date", which shall in no event be a date that is later than thirty (30) days after the entry by the Court of the Sale

Order or the expiration or termination of any stay thereof, unless otherwise extended with the consent of Seller.

Section 3.3 Conditions to Closing.

The Closing is contingent on the following:

(a) The Court must have entered the Sale Order, and such Sale Order shall not have been stayed or such stay shall have expired or been terminated;

(b) Seller as of the Closing Date, shall deliver to Purchaser duly executed documents to transfer ownership in the Policies;

(c) Purchaser must deliver the Purchase Price into the Joint Escrow Account as described in Section 2.1 in cash or immediately available funds in such manner satisfactory to Seller;

(d) Purchaser must deliver a certificate of the corporate secretary or other officer of Purchaser, to be dated as of the date of the Closing, certifying (i) as to the accuracy and completeness of the resolutions duly adopted by the Board of Directors of Purchaser (or such similar authority as may be applicable if Purchaser is not a corporation) authorizing and approving the execution, delivery, and performance of this Agreement and the transactions contemplated hereby, and attaching a copy of such resolutions, (ii) that such resolutions have not been rescinded or modified and remain in full force and effect as of the date of the Closing;

(e) There shall have been no material adverse change in the Portfolio, including new loans or cash surrenders, except as agreed upon by Purchaser, since the date of this Agreement or in the event that there is, that the Seller and Purchaser have agreed, in writing, to a mutually agreed to adjustment of the Purchase Price;

(f) All third party consents, if any, shall have been obtained, and Seller agrees to use its best efforts, and Purchaser shall cooperate with Seller, to obtain any such consents at the earliest practicable date;

(g) Seller shall have performed and complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by Seller on or before the Closing;

_____ (initials of Seller) _____ (initials of Purchaser)

(h) Purchaser shall have performed and complied in all material respects with all obligations and covenants required by this Agreement to be performed or complied with by Purchaser on or before the Closing;

(i) The representations and warranties of Seller contained in Section 5.1 of this Agreement shall be true and correct in all respects as of the Closing Date, as if made at and as of such date

(j) The representations and warranties of Purchaser contained in Section 5.2 of this Agreement shall be true and correct in all respects as of the Closing Date, as if made at and as of such date; and

Notwithstanding anything to the contrary set forth above in this Section 3.3, Seller and Purchaser may, in their sole and absolute discretion, waive any or all of the conditions set forth above in this Section 3.3.

Section 3.4 Preparation of Documents.

All of the closing documents to be executed and delivered at Closing shall be prepared by Seller's counsel and approved by Purchaser, in Purchaser's reasonable discretion.

Section 3.5 Closing Costs and Other Expenses of the Transaction.

Each party hereto will bear its own costs, fees, and Court approved expenses incident to its negotiation and preparation of this Agreement and to its performance and compliance with all agreements contained herein on its part to be performed, including the fees, expenses, and disbursements of its respective professionals. Purchaser shall be solely responsible for all costs and expenses (including the recordation or similar fees, if any, imposed by the insurance companies issuing the Policies) relating in any manner to any releases of assignments and any subsequent recordation of assignments, transfers of ownership, changes of beneficiary or other actions with respect to the Policies which shall be required to effect the transactions contemplated by this Agreement, if any, of recording

ARTICLE IV
Covenants Pending Closing and Covenants After Closing

Section 4.1 General.

Each of the parties hereto shall use its best efforts to (a) take all action and to do all things necessary, proper, or advisable in order to consummate and make effective the transactions contemplated by this Agreement, and (b) cause the fulfillment on the earliest practicable date of all conditions to their respective obligations hereunder.

Section 4.2 Notices and Consents.

Seller shall use best efforts to give any notices to creditors or third parties as may be required by the Court and will use its best efforts to consummate the transactions contemplated by this Agreement.

Section 4.3 Actions Pending Closing and Notice of Material Adverse Change.

(a) Except as ordered by the Court or disclosed to Purchaser in writing, between the date of execution of this Agreement and the Closing, Seller shall not take any action inconsistent with the transactions contemplated hereby. Seller will give prompt written notice to Purchaser of any material adverse change in the Portfolio.

(b) Purchaser may, with the prior written consent of Seller, advance premium payments to maintain the Portfolio, and if any advances are made, the amount of advances shall be credited to the Purchase Price at Closing.

Section 4.4 Post-Closing Actions.

If any further action is necessary or reasonably desirable to carry out the purposes of this Agreement, each of the parties hereto will take such further action (including, without limitation, the execution and delivery of such further instruments and documents) as the other party reasonably may request. The obligations of the parties under this Section 4.4 relating to post-Closing actions shall survive the Closing of this Agreement.

ARTICLE V
Representations and Warranties

Section 5.1 Representations and Warranties of Seller.

Seller represents and warrants to Purchaser as follows:

(a) Due Authorization and Validity of Agreement. Subject to Seller obtaining Court approval to (i) execute this Agreement and (ii) sell the Portfolio, this Agreement will constitute a legal, valid and binding obligation of Seller and be enforceable against Seller in accordance with its terms. Upon obtaining Court approval, all persons who execute and deliver this

Agreement for and on behalf of Seller will have been duly authorized to so execute and deliver this Agreement, and their actions shall bind Seller to the performance of the obligations specified in this Agreement.

(b) Legal Proceedings. Other than the Receivership, there is no pending legal proceeding or threatened legal proceeding, to the knowledge of Seller, that challenges or that could reasonably be expected to have the effect of preventing, delaying, making illegal, or otherwise challenging the enforceability of this Agreement and the transactions contemplated hereby.

5.2 Representations and Warranties of Purchaser.

Purchaser represents and warrants to Seller as follows:

(a) Financial Ability of Purchaser. Purchaser has the financial ability to consummate the proposed purchase of the Portfolio and the transactions contemplated by this Agreement, and Purchaser will, upon written request by Seller at any time and from time to time prior to Closing, provide documentation reasonably satisfactory to Seller evidencing the financial ability of Purchaser to consummate the proposed purchase of the Portfolio. Purchaser shall, if required by Seller, escrow the Purchase Price, less any deposit and premium advances, in an interest bearing account or accounts, mutually administered by Seller and Purchaser.

(b) Due Authorization and Validity of Agreement. Subject to Seller obtaining Court approval to execute this Agreement and to sell the Portfolio, this Agreement, has been duly authorized by the Board of Directors of Purchaser or have been otherwise duly authorized by or on behalf of Purchaser. This Agreement constitutes a legal, valid and binding obligation of Purchaser and is enforceable against Purchaser in accordance with its terms. All persons who execute and deliver this Agreement for and on behalf of Purchaser have been duly authorized to so execute and deliver this Agreement, and their actions shall bind Purchaser to the performance of the obligations specified therein.

(c). Absence of Conflicts. The execution, delivery and performance of this Agreement and the consummation by Purchaser of the transactions contemplated therein do not and will not conflict with or result in a violation, breach, termination or default, with the giving of notice or passage of time or both, of any term or provision under (a) the articles of incorporation, by-laws or other similar corporate and/or organizational and governing documents of Purchaser, or (b) any agreement, instrument, order, judgment, injunction or decree to which Purchaser is a party, or by which Purchaser or any of its assets is bound, or (c) any statute, law, ordinance, regulation or rule of any governmental authority applicable to Purchaser.

(d) Organizational Status. Purchaser is a corporation duly organized, validly existing and in good standing under the laws of the province of Ontario, in the country of Canada. ~~fl~~

(e) No Broker's Commission. Except as disclosed in Section 8.11, Purchaser and Seller represent and warrant that neither has entered into any agreement, arrangement or understanding with any person or entity that will result in the obligation by the Seller to pay any finder's fee, brokerage commission or similar payment in connection with the transaction contemplated by this Agreement.

ARTICLE VI
Remedies

Section 6.1 Seller's Remedies.

In the event Purchaser fails to perform its obligations pursuant to this Agreement for any reason, except failure by Seller to perform hereunder, Seller shall be entitled to terminate this Agreement and recover the Deposit as liquidated damages and not as penalty, in full satisfaction of all claims against Purchaser hereunder and as Seller's exclusive remedy hereunder. Seller and Purchaser agree that Seller's damages resulting from Purchaser's default are difficult, if not impossible, to determine and that the Deposit is a fair and reasonable estimate of those damages which has been agreed to in an effort to cause the amount of said damages to be certain.

Section 6.2 Purchaser's Remedies.

In the event Seller fails to perform its obligations pursuant to this Agreement for any reason except failure by Purchaser to perform hereunder, Purchaser may, as its sole and absolute remedy, to terminate this Agreement by giving Seller written notice of such election prior to Closing and recover the Deposit. IN NO EVENT SHALL SELLER, RECEIVER, EXAMINER, NATIONAL VIATICAL, OR SPECIAL COUNSEL OR THEIR DIRECT OR INDIRECT PARTNERS, SHAREHOLDERS, OWNERS OR AFFILIATES, ANY OFFICER, DIRECTOR, EMPLOYEE OR AGENT OF THE FOREGOING, OR ANY AFFILIATE OR CONTROLLING PERSON THEREOF, HAVE ANY LIABILITY FOR ANY CLAIM, CAUSE OF ACTION OR OTHER LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER BASED ON CONTRACT, TORT, COMMON LAW, STATUTE,

EQUITY OR OTHERWISE. ANY PROVISION CONTAINED HEREIN TO THE CONTRARY NOTWITHSTANDING, UNDER NO CIRCUMSTANCES SHALL THE RECEIVER, EXAMINER, NATIONAL VIATICAL OR SPECIAL COUNSEL HAVE ANY LIABILITY WHATSOEVER UNDER THIS AGREEMENT FOR THE FAILURE OF SELLER TO PERFORM ITS OBLIGATIONS PURSUANT TO THIS AGREEMENT OR OTHERWISE.

Section 6.3 Exclusive Venue for Resolving Disputes.

Any dispute relating to or arising out of or in connection with this Agreement shall be resolved exclusively by the United States District Court for the Western District of Michigan, Southern Division, and Purchaser hereby expressly consents to the exclusive jurisdiction of the Court.

Section 6.4 Attorneys' Fees.

In the event any party hereto is required to employ an attorney in connection with claims by one party against the other party arising from the operation of this Agreement, the non-prevailing party shall pay the prevailing party all reasonable fees and expenses, including attorneys' fees, incurred in connection with such transaction.

ARTICLE VII

<u>Termination</u>

Section 7.1 Termination

This Agreement shall terminate with written notice thereof prior to Closing, and shall be of no further force or effect:

(a) upon the mutual written agreement of the parties hereto,

(b) upon written notice given by Seller if the Closing has not occurred on or before thirty (30) days after the Court's entry of the Sale Order or the expiration or termination of any stay thereof, provided that Seller is not in material default of any of its obligations hereunder;

(c) upon written notice given by Seller or Purchaser if the Sale Order has been stayed and such stay has not expired or has not been terminated within sixty (60) days following the date on which such stay order is entered;

(d) subject to Section 3.1(b), by Seller if Seller receives a higher offer for the Portfolio as approved by the Court;

(e) upon written notice given by Seller or Purchaser if the condition set forth in Section 3.3(a) has not been, or is not capable of being, materially satisfied at Closing;

(f) upon written notice by Purchaser if the condition set forth in Section 3.3(j) has not been, or is not capable of being, materially satisfied at Closing; or

(g) subject to the terms of the Sale Order, if Seller shall accept and the Court confirms the sale of the Portfolio to a party other than Purchaser.

In the event that this Agreement is terminated as provided in this Article VII, then each of the parties shall be relieved of their duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to Purchaser or Seller; provided, however, that the obligations of Seller to refund the Deposit as set forth in Section 2.2 shall survive any such termination and shall be enforceable hereunder.

ARTICLE VIII
Miscellaneous

Section 8.1 Entire Agreement.

This Agreement and the documents to be executed in connection herewith constitute the entire agreement of the parties hereto. There are no other agreements, oral or written, between the parties hereto, and this Agreement can be amended only by written agreement signed by the parties hereto, and by reference, made a part hereof.

Section 8.2 Agreement Binding on Parties.

This Agreement, and the terms, covenants, and conditions herein contained, shall inure to the benefit of and be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto. Seller and Purchaser expressly agree that Purchaser shall have the right, prior to or at Closing and without Seller's consent, to assign all of its rights, interests and obligations under this Agreement to an affiliate of Purchaser (the "Assignee"), with the result that the Assignee may purchase the Portfolio. In the event that Purchaser shall assign its rights, interests and obligations to the Assignee, then all references to "Purchaser" hereunder shall be deemed and construed to mean such Assignee, and all of the terms, conditions, provisions and obligations of this Agreement (including but not limited to the representations and warranties of Purchaser as set forth in Section 5.2) shall apply to such Assignee just the same as if such Assignee had originally executed this Agreement as the Purchaser. In the event that Purchaser shall assign its rights, interests and obligations to the Assignee, the Deposit shall be deemed to have been paid solely by the Assignee.

Section 8.3 Notices.

All notices, requests, approvals, consents, and other communications required or permitted under this Agreement (the "Notices") must be in writing and are effective:

(a) on the Business Day sent if (i) sent by telecopier or facsimile prior to 5:00 p.m. Memphis, Tennessee time, (ii) the sending telecopier or facsimile generates a written confirmation of sending, and (iii) a confirming copy is sent on the same Business Day by one of the other methods specified below;

(b) on the next Business Day after delivery, to a nationally recognized overnight courier service for prepaid overnight delivery;

(c) three (3) days after being deposited in the United States mail, certified, return receipt requested, postage prepaid; or

(d) upon receipt or refusal of delivery if delivered by any method other than the methods specified above.

As used in this Agreement, the term "Business Day" means any day other than a Saturday, Sunday or a day on which banking institutions located in Memphis, Tennessee are required or authorized to close.

All Notices must be sent to the address for each party specified below or to any other address any party specifies by ten (10) days' prior notice to the other party.

Seller:

Trade Partners, Inc.
c/o Bruce S. Kramer, Receiver
Borod & Kramer, P.C.
80 Monroe Avenue, Suite G-1
Memphis, Tennessee 38103
Fax: (901) 523-0043

Email: bkramer@borodandkramer.com

with copies to: Michael J. Quilling, Esq.
Quilling Selander Cummiskey & Lownds, P.C.
2001 Bryan Street, Suite 1800
Dallas, Texas 75201
Email: mquilling@qsclpc.com
Fax: (214) 871-2111

Steven Harr, Examiner
Munsch Hardt Kopf & Harr, P.C.
4000 Fountain Place
1445 Ross Avenue
Dallas, Texas 75202
Fax: (214) 978-4387
Email: sharr@munsch.com

Purchaser: UNIVERSAL SETTLEMENTS INTERNATIONAL INC.
490 DUTTON DRIVE
SUITE C6
WATERLOO, ONTARIO N2L 6H7

With copy to: Name:
Address:
City, State, Zip:
Attn:
Fax:
Email:

Section 8.4 Time of the Essence.

Time is of the essence in all things pertaining to the performance of this Agreement.

Section 8.5 Place of Performance.

This Agreement is made and shall be performable in Grand Rapids, Michigan (although the Closing may occur in another location), and this Agreement shall be construed in accordance with the laws of the State of Michigan, without regard to principles of conflicts of law.

Section 8.6 Currency. All dollar amounts are expressed in United States currency.

Section 8.7 Section Headings.

The section headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several sections hereof.

Section 8.8 No Recordation.

Without the prior written consent of Seller, there shall be no recordation of either this Agreement or any memorandum hereof, or any affidavit pertaining hereto and any such recordation of this Agreement or any such memorandum or affidavit by Purchaser without the prior written consent of Seller shall constitute a default hereunder by Purchaser, whereupon this Agreement shall, at the option of Seller, terminate and be of no further force and effect. Upon any such termination, the Deposit shall be immediately delivered to Seller, whereupon the parties shall have no further duties or obligations one to the other.

Section 8.9 Multiple Counterparts.

This Agreement may be executed in multiple counterparts, each of which is to be deemed an original for all purposes. This Agreement may be executed by facsimile signature, with such facsimile signature to be as valid and binding as an original signature.

Section 8.10 Severability.

If any provision of this Agreement or application to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law.

Section 8.11 Brokers or Consultants.

Other than the agreement between Receiver and National Viatical, (which Agreement has been satisfied and replaced by the Order of the United States District Court dated December 8, 2004, (Dkt. No. 779) awarding a fee for all services to National Viatical) neither Seller nor Purchaser has entered into any agreement, arrangement or understanding with any person or entity that will result in the obligation of Seller to pay any finder's fee, brokerage commission or similar payment in connection with the transaction contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered by their respective authorized representatives.

SELLER:

TRADE PARTNERS, INC.,
a Michigan company

Date: January____ 2005.

By:____________________________
Bruce S. Kramer,
as Receiver for Trade Partners Inc., and Not Individually

PURCHASER:

Name: Universal Settlements International, Inc.
a Canadian Corporation

Date: January 14. 2005.

By:____________________________
Name: Tony Dusco
Title: PRESIDENT

FASANO ASSOCIATES

WASHINGTON SQUARE STATION, BOX 66805 ■ WASHINGTON, D.C. 20035 ■ (202) 457-8188 ■ FAX: (202) 457-8198

April 21, 2004

Bruce S. Kramer, Esq.
Borod & Kramer, P.C.
80 Monroe, Suite G-1
Memphis, TN 38103

Re: Trade Partners Portfolio

Dear Mr. Kramer:

Our estimated value for the Trade Partners Portfolio is $59,465,121, as of January 1, 2004. This includes $4,646,558 for the HIV/AIDS segment and $54,818,563 for the non-AIDS segment.

I have enclosed the analysis prepared by Gary D. Lake, FSA, MAAA, and Jon Jennings, along with supporting documentation, which was the basis of our estimate. Ours was an aggregate portfolio analysis and did not entail medical review of any of the underlying files.

Please let me know if you should have any questions.

Sincerely,

Michael V. Fasano
President

This is Exhibit "C" referred to in the affidavit of Christopher Halas sworn before me, this 22 day of December 2008.

A COMMISSIONER FOR TAKING AFFIDAVITS

Luis Miguel Mendes, a Commissioner etc., Province of Ontario, while a student-at-law. Expires April 5, 2010.

EXHIBIT 10

MEMORANDUM

Date: April 20, 2004

Re: Valuation of Trade Partners Portfolio

We have estimated a value for the Trade Partners Portfolio of Vitatical and Life Settlement Contracts.

A description of our methodology is attached in Exhibit I.

Using the data provided by Cheryl Smith of Borod and Kramer, we analyzed the ratio of actual deaths to expected deaths from 1996 to 2003, a summary of which is included in Exhibit II attached. This was the basis of determining the future trend of mortality experience for AIDS and Non-AIDS insureds in the Portfolio. Mortality for the non-AIDS insureds has been steady at approximately 500% of Standard. Mortality for the AIDS insureds has trended down from a high of more than 4,000% of standard to less than 1,100% mortality in 2003. This experience for the AIDS group is consistent with experience we have seen in similar portfolios. In view of the downward mortality trend and in consideration of new treatment developments for HIV/AIDS, we have projected a further improvement in mortality to 750% of Standard.

Using these two mortality trend assumptions, we then computed Projected Death Benefits, Premium Payments and Net Cash Flow. These are displayed in Exhibits III, IV, and V respectively.

Finally, we discounted the Net Cash flow to generate a present value for the portfolio. Our estimated value of the Trade Partners Portfolio is $59,465,121, as of January 1, 2004. This includes $4,646,558 for the AIDS contracts and $54,818,563 for the Non-AIDS contracts. Of our valuation totals, $2,203,962 ($508,622 AIDS and $1,695,340 non-AIDS) comes from contracts for which the information has not been verified with the insurance company. Details are provided in Exhibit VI.

Gary D. Lake

Gary D. Lake, FSA, MAAA

Jon Jennings

Jon Jennings, Consultant

Exhibit I

EVALUATION OF TRADE PARTNERS BLOCK OF BUSINESS

METHODOLOGY

1995 TO 2003

PLEASE NOTE: This methodology will be applied separately to the AIDS And non-AIDS segments of the portfolio.

- Determine the total expected number of deaths for each calendar year from 1995 to 2003
  - Determine age at beginning of each calendar year for each person in force and alive
  - Determine the probability of each person dying within each calendar year with the initial entry year pro-rated (e.g., if a person enters on July 1, credit one half year exposure)
  - Date of entry is the "Date of Purchase" in the data provided
  - For probabilities, use an average of values from (1) Society of Actuaries 1990-1995 Select and Ultimate Table, and (2) the Lake proprietary mortality table
  - Aggregate smoker/non-smoker mortality tables will be used (i.e. tables that do not distinguish between smoker and non-smoker)
  - Sex distinct (male and female) mortality tables will be used
  - Sum up probabilities for all contracts to obtain expected number of deaths for each calendar year
  - Two matured contracts and 12 non-matured contracts with an unknown date of birth will not be included
  - One matured contract with unknown date of maturity will not be included
  - All other contracts are given equal weighting

- Compare actual number of deaths to expected number of deaths for each calendar year

- Using a projected trend of mortality experience, develop a projection of expected death benefits by calendar year, starting in 2004

  - Use an average age for 12 non-matured contracts with a missing date of birth
  - Assume that the death benefit for 8 second-to-die policies is payable upon the death of a female Viator
  - Assume that all polices are whole life policies, i.e., with no termination date
  - The 4 contracts reporting a death in 2004 will have no projected death benefits
  - Identify the projected death benefits for 75 contracts for which the data has not been verified with the Insurance Company

- Using the same projected trend of mortality experience, develop a projection of expected premium payments by calendar year

  - For 2004, value the total modal premiums due to be to be paid after April 1, 2004
  - For 2005 and later years, value the Annual Premiums
  - No future premium is valued for contracts with the following Current Premium Modes:
    - Waiver (82 contracts)
    - Employer Paying (16 contracts)
    - Paid-Up (1 contract)
  - No future premium is valued for 4 contracts reporting a death in 2004
  - Identify the projected premium for 75 contracts for which the data has not been verified with the Insurance Company

Exhibit I

- Compute the Net Cash Flow by calendar year as the difference between expected death benefit and expected premium payment
- Compute the present value of the Net Cash Flow as of January 1, 2004
    - Assume uniform distribution of deaths in the year of death and uniform payment of premiums in the year of payment so that the 2004 Net Cash Flow is discounted 0.5 years; 2005 is discounted 1.5 years; 2006 is discounted 2.5 years, etc.
    - Assume a discount rate of 20%
    - Identify the present value of the Net Cash Flow 75 contracts for which the data has not been verified with the Insurance Company

TRADE PARTNERS PORTFOLIO
Actual to Expected Mortality

	Deaths											
	AIDS / HIV+				OTHER ILLNESSES				ALL ILLNESSES			
Year	Exposure	Actual	Expected	A / E	Exposure	Actual	Expected	A / E	Exposure	Actual	Expected	A / E
1996	71	0	0.03	0.00	9	1	0.01	105.52	80	1	0.04	26.93
1997	343	3	0.14	20.78	50	3	0.05	64.43	393	6	0.19	31.42
1998	630	11	0.43	25.75	194	4	0.44	9.10	824	15	0.87	17.31
1999	761	6	0.77	7.83	255	2	1.79	1.12	1016	8	2.55	3.13
2000	762	43	0.98	43.80	261	13	2.70	4.81	1023	56	3.69	15.19
2001	722	38	1.08	35.10	248	20	3.18	6.29	970	58	4.26	13.61
2002	684	24	1.18	20.27	232	17	3.53	4.82	916	41	4.71	8.70
2003	660	14	1.32	10.59	215	18	3.61	4.99	875	32	4.93	6.49

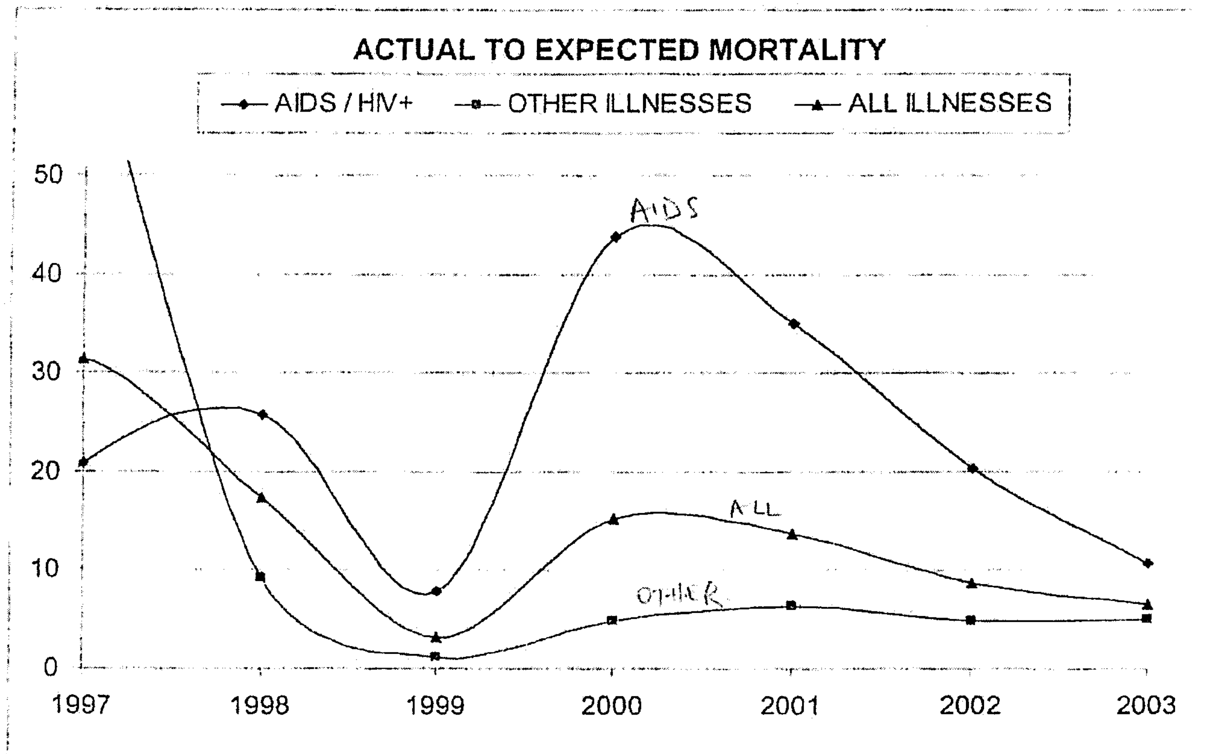

Exhibit III

TRADE PARTNERS PORTFOLIO
Projected Death Benefits by Year
Percent of Standard: 750% AIDS 500% Non AIDS

	DEATH BENEFITS					
	AIDS			NON AIDS		
Year	In Force	Not Verified	Total Aids	In Force	Not Verified	Total Non AIDS
2004	1,084,086	70,358	1,154,444	22,732,911	381,255	23,114,166
2005	1,058,569	78,819	1,137,388	18,218,361	402,997	18,621,357
2006	998,216	86,406	1,084,623	14,353,099	415,419	14,768,519
2007	980,988	93,469	1,074,457	11,254,539	410,683	11,665,222
2008	995,375	100,498	1,095,873	8,970,159	396,148	9,366,308
2009	1,044,594	107,996	1,152,590	7,444,192	344,795	7,788,987
2010	1,112,032	116,056	1,228,088	6,202,987	296,097	6,499,084
2011	1,183,218	123,845	1,307,063	5,346,073	242,413	5,588,486
2012	1,249,066	130,408	1,379,475	4,546,748	190,706	4,737,454
2013	1,312,404	136,395	1,448,799	3,873,667	142,873	4,016,539
2014	1,361,605	142,573	1,504,177	3,299,014	100,580	3,399,594
2015	1,400,454	146,491	1,546,946	2,858,063	65,520	2,923,583
2016	1,435,696	149,943	1,585,639	2,488,773	43,022	2,531,795
2017	1,466,195	152,850	1,619,045	2,196,341	31,647	2,227,988
2018	1,489,651	155,244	1,644,895	1,930,601	27,114	1,957,715
2019	1,504,735	156,661	1,661,395	1,705,531	26,280	1,731,811
2020	1,511,821	157,409	1,669,230	1,515,859	26,902	1,542,761
2021	1,520,048	158,945	1,678,993	1,349,325	27,711	1,377,035
2022	1,539,376	160,539	1,699,915	1,208,333	29,155	1,237,488
2023	1,564,634	163,496	1,728,130	1,111,567	30,714	1,142,281
2024	1,534,513	163,452	1,697,965	998,022	30,923	1,028,945
2025	1,471,469	156,924	1,628,393	895,527	30,539	926,067
2026	1,398,764	149,326	1,548,090	815,457	29,885	845,342
2027	1,318,902	140,841	1,459,743	762,257	29,140	791,397
2028	1,234,156	131,764	1,365,919	712,472	28,306	740,778
2029	1,145,701	122,232	1,267,933	663,736	27,279	691,015
2030	1,054,274	112,295	1,166,568	611,576	26,000	637,576
2031	961,114	102,092	1,063,205	560,478	24,501	584,978
2032	867,868	91,783	959,651	514,964	22,756	537,720
2033	776,348	81,520	857,868	473,265	20,757	494,022
2034	688,179	71,503	759,682	430,976	18,598	449,574
2035	604,660	61,919	666,580	386,368	16,454	402,822
2036	526,618	52,965	579,583	339,472	14,443	353,915
2037	454,340	44,792	499,132	289,402	12,611	302,013
2038	387,908	37,408	425,316	238,986	10,976	249,962
2039	327,458	30,832	358,290	191,569	9,535	201,105
2040	273,075	25,058	298,134	149,190	8,262	157,453
2041	224,743	20,066	244,809	112,160	7,093	119,254
2042	182,534	15,830	198,365	80,684	6,002	86,685
2043	146,244	12,338	158,582	55,755	4,999	60,754
2044	115,479	9,510	124,989	37,344	4,092	41,436
2045	89,861	7,247	97,108	24,704	3,263	27,967
2046	68,858	5,479	74,337	16,463	2,512	18,975
2047	51,859	4,156	56,015	11,069	1,859	12,928
2048	38,369	3,232	41,601	7,393	1,318	8,711
2049	27,896	2,638	30,535	4,840	895	5,735
2050	19,867	2,303	22,170	3,083	582	3,666
2051	13,824	2,148	15,972	1,895	362	2,257

Exhibit III

TRADE PARTNERS PORTFOLIO
Projected Death Benefits by Year
Percent of Standard: 750% AIDS 500% Non AIDS

	DEATH BENEFITS					
	AIDS			NON AIDS		
Year	In Force	Not Verified	Total Aids	In Force	Not Verified	Total Non AIDS
2052	9.370	2,111	11,481	1,110	214	1,324
2053	6,154	2,143	8,297	613	117	730
2054	3,902	2,203	6,105	317	58	375
2055	2,398	2,252	4.650	151	25	176
2056	1,455	2,287	3,742	65	10	75
2057	902	2,331	3,233	26	3	29
2058	599	2,392	2,990	9	1	10
2059	444	2,464	2,908	3	0	3
2060	370	2,529	2,899	1	0	1
2061	334	2,566	2,900	0	0	0
2062	315	2,562	2,877	0	0	0
2063	300	2,512	2,812	0	0	0
2064	285	2,416	2,700	0	0	0
2065	262	2,285	2,547	0	0	0
2066	234	2,125	2,359	0	0	0
2067	203	1,949	2,153	0	0	0
2068	175	1,763	1,938	0	0	0
2069	149	1,566	1,715	0	0	0
2070	123	1,359	1,483	0	0	0
2071	98	1,150	1,248	0	0	0
2072	74	942	1,017	0	0	0
2073	53	748	801	0	0	0
2074	35	575	610	0	0	0
2075	21	424	445	0	0	0
2076	12	296	308	0	0	0
2077	6	193	199	0	0	0
2078	2	117	119	0	0	0
2079	1	64	65	0	0	0
2080	0	32	32	0	0	0
2081	0	14	14	0	0	0
2082	0	5	5	0	0	0
2083	0	2	2	0	0	0
	41,845,921	4,296,432	46,142,353	131,997,546	4,026,400	136,023,946

Exhibit IV

TRADE PARTNERS PORTFOLIO
Projected Premiums by Year
Percent of Standard: 750% AIDS 500% Non AIDS

	PREMIUMS					
	AIDS			NON AIDS		
Year	In Force	Not Verified	Total Aids	In Force	Not Verified	Total Non AIDS
2004	323,122	2,770	325,892	3,174,665	0	3,174,665
2005	461,943	12 141	474,084	3,098,657	0	3,098,657
2006	434,076	11,968	446,045	2,392,327	0	2,392,327
2007	413,521	11,779	425,299	1,876,133	0	1,876,133
2008	397,524	11,572	409,096	1,497,820	0	1,497,820
2009	384,114	11,347	395,461	1,216,688	0	1,216,688
2010	371,496	11,099	382,595	995,582	0	995,582
2011	358,697	10,827	369,525	827,247	0	827,247
2012	345,336	10,535	355,871	695,542	0	695,542
2013	331,390	10,225	341,616	593,969	0	593,969
2014	316,904	9,896	326,800	516,190	0	516,190
2015	302,006	9,550	311,556	456,686	0	456,686
2016	286,785	9,189	295,974	409,907	0	409,907
2017	271,298	8,815	280,114	371,759	0	371,759
2018	255,616	8,431	264,047	339,325	0	339,325
2019	239,822	8,037	247,860	311,049	0	311,049
2020	223,998	7,638	231,636	285,641	0	285,641
2021	208,209	7,234	215,443	262,092	0	262,092
2022	192,422	6,828	199,250	239,884	0	239,884
2023	176,482	6,413	182,895	218,864	0	218,864
2024	160,389	5,981	166,370	198,576	0	198,576
2025	144,765	5,557	150,322	179,574	0	179,574
2026	129,892	5,145	135,037	161,905	0	161,905
2027	115,862	4,745	120,607	145,331	0	145,331
2028	102,739	4,360	107,099	129,441	0	129,441
2029	90,551	3,994	94,545	114,283	0	114,283
2030	79,314	3,648	82,961	99,942	0	99,942
2031	69,028	3,324	72,352	86,585	0	86,585
2032	59,689	3,023	62,713	74,237	0	74,237
2033	51,282	2,746	54,029	62,792	0	62,792
2034	43,784	2,494	46,278	52,183	0	52,183
2035	37,155	2,265	39,421	42,455	0	42,455
2036	31,338	2,060	33,398	33,693	0	33,693
2037	26,264	1,879	28,143	25,985	0	25,985
2038	21,866	1,720	23,586	19,440	0	19,440
2039	18,078	1,582	19,660	14,089	0	14,089
2040	14,838	1,466	16,303	9,870	0	9,870
2041	12,086	1,367	13,453	6,661	0	6,661
2042	9,767	1,285	11,051	4,327	0	4,327
2043	7,827	1,215	9,043	2,726	0	2,726
2044	6,217	1,157	7,374	1,689	0	1,689
2045	4,890	1,106	5,996	1,052	0	1,052
2046	3,802	1,063	4,865	669	0	669
2047	2,915	1,024	3,940	434	0	434
2048	2,201	988	3,189	283	0	283
2049	1,630	954	2,584	183	0	183
2050	1,180	920	2,100	115	0	115
2051	834	886	1,719	70	0	70

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Exhibit IV

TRADE PARTNERS PORTFOLIO
Projected Premiums by Year
Percent of Standard: 750% AIDS 500% Non AIDS

	PREMIUMS					
	AIDS			NON AIDS		
Year	In Force	Not Verified	Total Aids	In Force	Not Verified	Total Non AIDS
2052	572	851	1,422	40	0	40
2053	378	814	1,193	22	0	22
2054	241	776	1,016	11	0	11
2055	147	736	883	5	0	5
2056	87	694	781	2	0	2
2057	51	652	703	1	0	1
2058	30	609	639	0	0	0
2059	20	565	585	0	0	0
2060	14	520	534	0	0	0
2061	11	473	484	0	0	0
2062	10	426	435	0	0	0
2063	8	379	387	0	0	0
2064	7	332	339	0	0	0
2065	6	288	294	0	0	0
2066	5	246	250	0	0	0
2067	4	206	210	0	0	0
2068	3	171	174	0	0	0
2069	2	138	140	0	0	0
2070	2	109	111	0	0	0
2071	1	84	85	0	0	0
2072	1	63	64	0	0	0
2073	1	46	46	0	0	0
2074	0	32	32	0	0	0
2075	0	21	21	0	0	0
2076	0	13	13	0	0	0
2077	0	8	8	0	0	0
2078	0	4	4	0	0	0
2079	0	2	2	0	0	0
2080	0	1	1	0	0	0
2081	0	0	0	0	0	0
2082	0	0	0	0	0	0
2083	0	0	0	0	0	0
	7,546,550	263,508	7,810,058	21,248,699	0	21,248,699

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Exhibit V

TRADE PARTNERS PORTFOLIO
Projected Net Cash Flow by Year
Percent of Standard: 750% AIDS 500% Non AIDS

	NET CASH FLOW					
	AIDS			NON AIDS		
Year	In Force	Not Verified	Total Aids	In Force	Not Verified	Total Non AIDS
2004	760,964	67,588	828,552	19,558,245	381,255	19,939,501
2005	596,626	66,678	663,304	15,119,703	402,997	15,522,700
2006	564,140	74,438	638,578	11,960,773	415,419	12,376,192
2007	567,468	81,690	649,158	9,378,406	410,683	9,789,089
2008	597,851	88,926	686,777	7,472,339	396,148	7,868,488
2009	660,480	96,648	757,128	6,227,504	344,795	6,572,299
2010	740,536	104,957	845,493	5,207,405	296,097	5,503,502
2011	824,520	113,018	937,538	4,518,825	242,413	4,761,239
2012	903,730	119,873	1,023,603	3,851,206	190,706	4,041,912
2013	981,014	126,170	1,107,184	3,279,698	142,873	3,422,571
2014	1,044,700	132,677	1,177,377	2,782,824	100,580	2,883,404
2015	1,098,448	136,941	1,235,389	2,401,377	65,520	2,466,898
2016	1,148,911	140,754	1,289,664	2,078,866	43,022	2,121,888
2017	1,194,897	144,035	1,338,931	1,824,582	31,647	1,856,229
2018	1,234,035	146,813	1,380,848	1,591,276	27,114	1,618,390
2019	1,264,912	148,623	1,413,536	1,394,482	26,280	1,420,762
2020	1,287,823	149,771	1,437,594	1,230,218	26,902	1,257,120
2021	1,311,839	151,711	1,463,550	1,087,233	27,711	1,114,944
2022	1,346,954	153,712	1,500,666	968,449	29,155	997,604
2023	1,388,152	157,083	1,545,235	892,703	30,714	923,417
2024	1,374,124	157,472	1,531,595	799,446	30,923	830,369
2025	1,326,704	151,366	1,478,071	715,953	30,539	746,493
2026	1,268,872	144,181	1,413,053	653,552	29,885	683,437
2027	1,203,040	136,097	1,339,136	616,926	29,140	646,066
2028	1,131,417	127,403	1,258,820	583,030	28,306	611,336
2029	1,055,150	118,238	1,173,388	549,453	27,279	576,732
2030	974,960	108,647	1,083,607	511,633	26,000	537,634
2031	892,085	98,768	990,853	473,892	24,501	498,393
2032	808,179	88,760	896,939	440,727	22,756	463,483
2033	725,066	78,773	803,839	410,473	20,757	431,230
2034	644,395	69,009	713,404	378,793	18,598	397,391
2035	567,505	59,654	627,159	343,914	16,454	360,367
2036	495,280	50,904	546,184	305,778	14,443	320,221
2037	428,075	42,913	470,989	263,417	12,611	276,028
2038	366,042	35,688	401,730	219,546	10,976	230,522
2039	309,380	29,249	338,629	177,481	9,535	187,016
2040	258,237	23,593	281,830	139,321	8,262	147,583
2041	212,657	18,699	231,356	105,500	7,093	112,593
2042	172,767	14,546	187,313	76,357	6,002	82,358
2043	138,417	11,122	149,539	53,029	4,999	58,028
2044	109,261	8,353	117,615	35,655	4,092	39,747
2045	84,972	6,141	91,112	23,653	3,263	26,915
2046	65,056	4,417	69,472	15,795	2,512	18,306
2047	48,942	3,133	52,075	10,635	1,859	12,494
2048	36,168	2,244	38,412	7,110	1,318	8,428
2049	26,267	1,685	27,951	4,658	895	5,553
2050	18,687	1,383	20,070	2,968	582	3,550
2051	12,991	1,262	14,253	1,825	362	2,187

Exhibit V

TRADE PARTNERS PORTFOLIO
Projected Net Cash Flow by Year
Percent of Standard: 750% AIDS 500% Non AIDS

	NET CASH FLOW					
	AIDS			NON AIDS		
Year	In Force	Not Verified	Total Aids	In Force	Not Verified	Total Non AIDS
2052	8,799	1,260	10,059	1,070	214	1,283
2053	5,775	1,329	7,104	592	117	708
2054	3,661	1,428	5,089	306	58	364
2055	2,251	1,516	3,767	146	25	171
2056	1,368	1,593	2,961	63	10	73
2057	851	1,679	2,530	25	3	28
2058	568	1,783	2,351	9	1	10
2059	425	1,898	2,323	3	0	3
2060	356	2,009	2,365	1	0	1
2061	323	2,093	2,416	0	0	0
2062	305	2,136	2,441	0	0	0
2063	292	2,133	2,426	0	0	0
2064	278	2,083	2,361	0	0	0
2065	257	1,997	2,254	0	0	0
2066	229	1,880	2,109	0	0	0
2067	200	1,743	1,942	0	0	0
2068	172	1,593	1,765	0	0	0
2069	147	1,428	1,574	0	0	0
2070	122	1,250	1,372	0	0	0
2071	97	1,066	1,163	0	0	0
2072	74	879	953	0	0	0
2073	52	702	754	0	0	0
2074	34	543	578	0	0	0
2075	21	403	424	0	0	0
2076	12	283	294	0	0	0
2077	6	186	191	0	0	0
2078	2	113	115	0	0	0
2079	1	62	63	0	0	0
2080	0	31	31	0	0	0
2081	0	14	14	0	0	0
2082	0	5	5	0	0	0
2083	0	2	2	0	0	0
	34,299,371	4,032,923	38,332,295	110,748,847	4,026,400	114,775,247

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Exhibit VI

TRADE PARTNERS PORTFOLIO
Present Value of Net Cash Flow by Year
Percent of Standard: 750% AIDS 500% Non AIDS

	PRESENT VALUE OF NET CASH FLOW						
	AIDS			NON AIDS			
Year	In Force	Not Verified	Total Aids	In Force	Not Verified	Total Non AIDS	Total PV
2004	694,662	61,699	756,361	17,854,153	348,037	18,202,190	18,958,552
2005	453,869	50,724	504,592	11,501,948	306,570	11,808,518	12,313,110
2006	357,630	47,189	404,819	7,582,390	263,350	7,845,740	8,250,559
2007	299,783	43,156	342,938	4,954,441	216,956	5,171,397	5,514,336
2008	263,195	39,148	302,343	3,289,584	174,398	3,463,982	3,766,325
2009	242,305	35,457	277,762	2,284,637	126,492	2,411,129	2,688,891
2010	226,396	32,087	258,483	1,592,001	90,522	1,682,523	1,941,006
2011	210,059	28,793	238,852	1,151,241	61,759	1,212,999	1,451,852
2012	191,866	25,450	217,316	817,629	40,488	858,117	1,075,432
2013	173,561	22,322	195,883	580,246	25,277	605,523	801,406
2014	154,024	19,561	173,585	410,282	14,829	425,111	598,696
2015	134,957	16,825	151,782	295,037	8,050	303,087	454,868
2016	117,631	14,411	132,042	212,844	4,405	217,249	349,290
2017	101,949	12,289	114,238	155,674	2,700	158,374	272,613
2018	87,740	10,438	98,179	113,140	1,928	115,068	213,247
2019	74,946	8,806	83,752	82,624	1,557	84,181	167,933
2020	63,587	7,395	70,982	60,742	1,328	62,071	133,052
2021	53,977	6,242	60,219	44,735	1,140	45,876	106,095
2022	46,185	5,271	51,455	33,207	1,000	34,206	85,662
2023	39,665	4,488	44,153	25,508	878	26,385	70,538
2024	32,720	3,750	36,469	19,036	736	19,772	56,242
2025	26,326	3,004	29,329	14,207	606	14,813	44,142
2026	20,982	2,384	23,366	10,807	494	11,301	34,667
2027	16,578	1,875	18,453	8,501	402	8,903	27,356
2028	12,992	1,463	14,455	6,695	325	7,020	21,475
2029	10,097	1,131	11,228	5,258	261	5,519	16,747
2030	7,775	866	8,641	4,080	207	4,287	12,928
2031	5,928	656	6,585	3,149	163	3,312	9,897
2032	4,476	492	4,967	2,441	126	2,567	7,534
2033	3,346	364	3,710	1,894	96	1,990	5,700
2034	2,478	265	2,744	1,457	72	1,528	4,272
2035	1,819	191	2,010	1,102	53	1,155	3,165
2036	1,323	136	1,459	817	39	855	2,314
2037	953	96	1,048	586	28	614	1,662
2038	679	66	745	407	20	428	1,173
2039	478	45	523	274	15	289	812
2040	333	30	363	179	11	190	553
2041	228	20	248	113	8	121	369
2042	155	13	168	68	5	74	241
2043	103	8	111	40	4	43	155
2044	68	5	73	22	3	25	98
2045	44	3	47	12	2	14	61
2046	28	2	30	7	1	8	38
2047	18	1	19	4	1	4	23
2048	11	1	12	2	0	3	14
2049	7	0	7	1	0	1	8
2050	4	0	4	1	0	1	5
2051	2	0	2	0	0	0	3

Exhibit VI

TRADE PARTNERS PORTFOLIO
Present Value of Net Cash Flow by Year
Percent of Standard: 750% AIDS 500% Non AIDS

	PRESENT VALUE OF NET CASH FLOW						
	AIDS			NON AIDS			
Year	In Force	Not Verified	Total Aids	In Force	Not Verified	Total Non AIDS	Total PV
2052	1	0	1	0	0	0	2
2053	1	0	1	0	0	0	1
2054	0	0	1	0	0	0	1
2055	0	0	0	0	0	0	0
2056	0	0	0	0	0	0	0
2057	0	0	0	0	0	0	0
2058	0	0	0	0	0	0	0
2059	0	0	0	0	0	0	0
2060	0	0	0	0	0	0	0
2061	0	0	0	0	0	0	0
2062	0	0	0	0	0	0	0
2063	0	0	0	0	0	0	0
2064	0	0	0	0	0	0	0
2065	0	0	0	0	0	0	0
2066	0	0	0	0	0	0	0
2067	0	0	0	0	0	0	0
2068	0	0	0	0	0	0	0
2069	0	0	0	0	0	0	0
2070	0	0	0	0	0	0	0
2071	0	0	0	0	0	0	0
2072	0	0	0	0	0	0	0
2073	0	0	0	0	0	0	0
2074	0	0	0	0	0	0	0
2075	0	0	0	0	0	0	0
2076	0	0	0	0	0	0	0
2077	0	0	0	0	0	0	0
2078	0	0	0	0	0	0	0
2079	0	0	0	0	0	0	0
2080	0	0	0	0	0	0	0
2081	0	0	0	0	0	0	0
2082	0	0	0	0	0	0	0
2083	0	0	0	0	0	0	0
	4,137,936	508,622	4,646,558	53,123,223	1,695,340	54,818,563	59,465,121

B3Capital

December 19, 2008

To: Mr. J. Panos
President, Universal Settlements International
From: Mr. P. S. Barry
Re: Aids Portfolio Prospects

Mr. Panos,

As per your request, the following is a list of the prospective buyers for the Aids Portfolio. The list consists of individual buyers and brokers that have sent the portfolio to multiple buyers:

The Heritage Group Agency
521 W. Wilshire Blvd., Suite 200
Oklahoma City, Oklahoma 73116
Multiple buyers were presented the opportunity to purchase the Aids Portfolio

Premium Finance & Life Settlements
75 Rockefeller Plaza, Suite 2101
New York, NY 10019
Multiple buyers were presented the opportunity to purchase the Aids Portfolio

Ballan Capital
14881 Quorum Drive, Suite 300
Dallas, Texas 75254
East Coast Fund Buyer

Baxter & Lewis
The Helmsley Building, 21st floor
230 Park Avenue
New York, NY 10169
Multiple buyers were presented the opportunity to purchase the Aids Portfolio

Charlie Cohen
Individual Broker
San Diego, California
Multiple buyers were presented the opportunity to purchase the Aids Portfolio

Luis Miguel Mendes, a Commissioner etc., Province of Ontario, while a student-at-law. Expires April 5, 2010.

This is Exhibit "D" referred to in the affidavit of Christopher Halas sworn before me, this 22 day of December 2008.

A COMMISSIONER FOR TAKING AFFIDAVITS

B3 Capital
Phone: (905) 220-9931
E-mail: pbarry@b3capital.ca
Canada § Barbados § Grand Cayman

Pfife Hudson Group
405 Park Avenue
9th Floor
New York, NY 10022
Individual buyer was presented the opportunity to buy the Aids Portfolio

Life Settlement Management Group
Richmond Hill
Ontario, Canada
European Pension Plan was presented the opportunity to buy the Aids Portfolio

Cronus Capital Markets
116 Spadina Ave
Suite 206
Toronto ON, Canada
Individual buyer was presented the opportunity to buy the Aids Portfolio

Should you require additional information, please do not hesitate to call or send me an e-mail.

Regards,

Peter S. Barry

B3 Capital
(905) 220-9931
pbarry@b3capital.ca

This is Exhibit "E" referred to in the affidavit of Christopher Halas 72

Luis Miguel Mendes, a [redacted]
Commissioner etc., Province of Ontario,
while a student-at-law.
Expires April 5, 2010.

sworn before me, this 22 day of December 20 08

A COMMISSIONER FOR TAKING AFFIDAVITS

POLICY PURCHASE AGREEMENT

This Policy Purchase Agreement (this "**Agreement**") is made effective for all intents and purposes as of this 15th day of October, 2008 (the "**Effective Date**"), by and between **SDM HOLDINGS, LLC**, an Oklahoma limited liability company, or its nominee(s) ("**Purchaser**"), and **UNIVERSAL SETTLEMENTS INTERNATIONAL INC.**, an Ontario corporation ("**Seller**").

RECITALS

WHEREAS, Seller owns all claims, options, privileges, rights, title and interest in and to, and any and all proceeds as owner and beneficiary of, the life insurance policies listed on **Exhibit A** attached hereto and incorporated herein by reference, and other rights and records related thereto (the "**Policies**"); and,

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Policies, on the terms and conditions outlined in this agreement;

NOW THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser agree as follows:

AGREEMENT

1. **Purchase and Sale.**

1.1. Upon the terms and subject to the conditions of this Agreement, Purchaser agrees to purchase from Seller, and Seller agrees to convey to Purchaser, the Policies by appropriate transfer and conveyance documents (the "**Conveyance Documents**") (a) all right, title and interest in and to the Policies free and clear of any and all debts, liens, rights of first refusal, options to purchase, obligations of any kind or nature whatsoever, direct or indirect, absolute or contingent, or outstanding expenses whatsoever, including, but not limited to, any unpaid premiums, security agreements, financing statements, policy loans, charges, encumbrances or any amendments to any of the foregoing, and, (b) any and all other rights to which Seller is entitled, relating to the Policies, including, without limitation, the sole right(s) to:

(i) change any beneficiary on each Policy;

(ii) assign or surrender each Policy, in whole or in part;

(iii) borrow on each Policy;

(iv) effect any conversions of each Policy;

(v) change the premium mode;

(vi) pledge the policy;

(vii) apply for and maintain waiver of premiums under each Policy;

(viii) be notified about any and all matters relative to the Policies as to which Seller may or should be notified;

(ix) collect from each issuer insurance company of each Policy (the "**Insurer**," and with respect to Policies issued by different insurance companies "**Insurers**"), the net proceeds of each of the Policies payable upon the death of the related Insured or upon maturity of such Policy;

(x) surrender, in whole or in part, one or more of the Policies and receive the surrender value thereof at any time provided by the terms thereof, and the sole right to exercise any and all other rights permitted by the terms of each of the Policies and to receive all benefits and advantages derived therefrom;

(xi) request that each Insurer amend the related Policy or Policies;

(xii) any and all contract rights arising from or relating to each Policy, and any and all payment rights, and the other rights listed above existing with respect thereto; and/or,

(xiii) do or cause to be done all things necessary, proper or advisable to maintain each Policy in full force and effect.

1.2. The gross purchase price to be paid by Purchaser to Escrow Agent (as defined below) on the Closing Date (defined below) for the purchase of the Policies shall be Two Million Four Hundred Seventy Thousand Dollars ($2,470,000.00), (the "Gross Pruchase Price"). The net amount paid to the Seller shall be Two Million, Two Hundred Thousand Dollars ($2,200,000.00) which constitutes approximately six percent (6%) of the face value of the Policies, subject to adjustment as provided herein (the "Net **Purchase Price**"). Purchaser will accept the Policies in "AS IS" condition except as otherwise provided for in this Agreement.

2. __Deposit__. Upon the approval of this Agreement in accordance with Section 6.1(iv) below, Purchaser shall deliver to Seller Twenty Five Thousand Dollars ($25,000.00) as a non-refundable deposit (the "**Deposit**"), said Deposit paid directly to the Consultant. In addition, Purchaser shall, as of the Effective Date reimburse the premiums that have been paid on the Policies and commence paying the premiums due on the Policies ("**Premium Payments**") in accordance with the premium schedule attached hereto and incorporated herein as **Exhibit B**. The Deposit shall be deducted from the Gross Purchase Price.

3. __Escrow__. The escrow shall be held by **Investrust**, N.A., a national banking association, in accordance with a mutually acceptable Escrow Agreement, ("**Escrow Agent**").

4. __Due Diligence Documents__. Within five (5) Business Days after the Effective Date, Seller shall deliver to Purchaser all of the documents (collectively, the "**Due Diligence Documents**") in the possession or control of Seller which relate in any manner whatsoever to the Policies, including, but not limited to, those documents identified on **Exhibit C** attached hereto and incorporated herein by reference.

5. __Due Diligence Period__. Purchaser shall have a period ("**Due Diligence Period**") of thirty (30) days after the last of the Due Diligence Documents are delivered to Purchaser (which date

of last delivery shall be agreed to by the parties in writing) within which to examine the Due Diligence Documents and analyze the Policies in all respects (the "**Due Diligence Activities**"). Seller shall fully cooperate with Purchaser in Purchaser's performance of its Due Diligence Activities and shall make the Policies available to Purchaser and Purchaser's agents at all reasonable times. In the event Purchaser shall notify Seller on or before the expiration of the Due Diligence Period that Purchaser declines to purchase the Policies for any reason whatsoever, in Purchaser's sole discretion, this Agreement shall be null and void.

6. **Conditions Precedent To Closing.**

6.1. The obligation of Purchaser to consummate the Closing is subject to the satisfaction or waiver, in the exercise of Purchaser's sole discretion, of the following conditions precedent, whose satisfaction or waiver must be completed on or prior to the Closing Date:

(i) Seller shall have delivered to Purchaser the Due Diligence Documents, each in a form satisfactory to Purchaser;

(ii) Purchaser shall have satisfactorily completed its Due Diligence Activities to its sole satisfaction;

(iii) No consent of any Insured is required, or if such consent is required, such consent has been duly obtained by Seller to the satisfaction of Purchaser; and,

(iv) This Agreement shall be submitted to the Ontario Superior Court of Justice for approval, such approval evidenced by a final and non-appealable Order issued by said Court, in accordance with the Initial Order attached hereto and incorporated herein as **Exhibit D**.

6.2. Notwithstanding the conditions precedent set forth in Section 6.1, Purchaser is not obligated to direct the Escrow Agent to release the Net Purchase Price to Seller and may terminate this Agreement without further obligation to Seller in the event Purchaser has a good faith belief that any representation or warranty contained in this Agreement, any Conveyance Document or any Due Diligence Document is false, fraudulent or materially misleading.

7. **Seller's Representations and Warranties.**

7.1. As a material inducement for Purchaser to enter into this Agreement, Seller hereby makes the following representations and warranties, each of which shall be true and correct as of both the date hereof and of the Closing, and all of which shall survive the Closing Date and shall not be merged into the Conveyance Documents:

(i) Seller has record and beneficial ownership of and good and valid title to each Policy, and such ownership and title is free of all liens, pledges, charges, equities, claims and any other encumbrances or restrictions. Seller has taken all action(s) necessary to enable it to enter into this transaction and consummate the transaction described herein, and no additional authorizations or consents from any persons, entities, courts or other tribunals are required in order to consummate the same.

(ii) Seller has received no written notice, has no knowledge, and has no reason to believe that the Policies or any portion thereof do not comply with applicable law.

(iii) Seller is neither the plaintiff nor defendant in any action, pending or threatened, pertaining to the Policies, except as provided on the attached .

(iv) Seller has no knowledge of any action contemplated pertaining to the Policies, including, but not limited to, actions arising out of or related to Trade Partners, Inc. Receivership. (USDC WDMI 1:03-cv-00236-RHB).

(v) All contracts and other documents heretofore or hereafter provided to Purchaser (whether as part of the Due Diligence Documents or otherwise) are true, correct and complete in all material respects and represent the entire agreements of the parties with respect to the subject matter thereof, and Seller has no knowledge of any contemplated actions with respect to any portion of the Policies, including, but not limited to, actions arising out of or related to Trade Partners, Inc. Receivership. Neither this Agreement nor any statement, Conveyance Document or certificate furnished, or to be furnished, to Purchaser pursuant hereto or in connection with this Agreement or any of the transactions hereby contemplated contains, or will contain, any untrue statement of a material fact or omits, or will omit, a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading.

(vi) All Policies are in full force and effect; neither the Insurer nor the owner or insured thereunder is in default under any of their respective material obligations thereunder, nor is there any fact or circumstance which, with the passage of time or the giving of notice, shall constitute such a material default.

(vii) All existing indebtedness against the Policies is paid off or shall be paid off by Seller on or before the Closing Date defined below.

(viii) Seller has not promised, assigned or granted or suffered any lien or security interest against any of its interest in any Policy to any other person or entity.

(ix) The execution, delivery and performance by Seller of this Agreement does not violate any law, rule or regulation or order, writ, judgment, injunction, decree, determination or award.

7.2. If Seller hereafter becomes aware of any material changes with respect to any of the foregoing matters or any of the information set forth in the Due Diligence Documents, Seller shall immediately disclose the same to Purchaser. In the event that Seller so discloses any material changes to Purchaser, and if Purchaser reasonably believes that such changes would materially interfere with Purchaser's intended use and enjoyment or financing of the Policies, then Purchaser may terminate this Agreement, thereby rendering it null, void and of no further force or effect, and the Deposit shall immediately be returned to Purchaser (together with all interest accrued thereon). Seller hereby indemnifies, defends and holds Purchaser harmless from and against any and all losses, costs, liabilities and damages arising out of any breach by Seller of any of the representations, warranties or covenants made by Seller pursuant to this Agreement. Seller's obligation to indemnify as aforesaid shall also survive the closing and shall not be deemed to have merged with the Conveyance Documents.

8. <u>**Additional Acknowledgements, Covenants and Agreements.**</u>

8.1. Seller hereby acknowledges, covenants and agrees as follows:

(i) Each Insurer is hereby authorized to recognize Purchaser's claims to rights hereunder without investigating the reason for any action taken by Purchaser, or the application to be made by Purchaser of any amounts to be paid to Purchaser. The sole signature of Purchaser shall be sufficient for the exercise of any right under each Policy and the sole receipt by Purchaser of any sums shall be a full discharge and release therefor of each Insurer.

(ii) Wire transfers or checks for all or any part of the sums payable under each Policy and assigned herein shall be paid to Purchaser or its designee if, when and in such amounts as may be requested by Purchaser. Any payments received by Seller which otherwise should have been sent to Purchaser shall be held in trust by Seller for the benefit of Purchaser, and Seller shall thereafter promptly remit such payments to Purchaser.

(iii) The exercise of any right, option, privilege or power given to Purchaser under this Agreement shall be at the option of Purchaser, in its sole discretion, and Purchaser may exercise any such right, option, privilege or power without notice to, or consent by, or affecting the liability of or releasing any interest hereby assigned by Seller.

(iv) Seller shall deliver to Purchaser copies of any and all reports, financial statements, notices, illustrations, projections, annual statements and other information received from each Insurer in any way related to each Policy, and Seller shall cooperate with Purchaser in obtaining any additional information from each Insurer that Purchaser may reasonably request from time to time with respect to each Policy.

8.2. The acknowledgments, covenants and agreements provided in this Section 8 shall survive the execution and performance contemplated in this Agreement to the full extent permitted by applicable law.

9. <u>**Closing Date, Post-Closing Activities and Deliveries.**</u> Subject to the terms and conditions of this Agreement, including, but not limited to, Section 6 herein, the closing into escrow of the purchase and sale of the Policies as contemplated by this Agreement (the "**Closing**") shall be on or before the thirty-first (31st) day of December, 2008 (unless such day is not a Business Day and then closing shall be on the first (1st) Business Day) unless: (a) Purchaser, in Purchaser's sole discretion, decides to close earlier, or (b) is extended pursuant to the terms hereinafter, or (c) a different date is agreed upon by the parties in writing (the "**Closing Date**"). Purchaser shall have the right to extend the Closing Date, in Purchaser's sole discretion, for all or a part of the Policies by an additional day for each day that Seller fails to comply with Seller's obligations under this Agreement.

(viii) be notified about any and all matters relative to the Policies as to which Seller may or should be notified;

(ix) collect from each issuer insurance company of each Policy (the **"Insurer,"** and with respect to Policies issued by different insurance companies **"Insurers"**), the net proceeds of each of the Policies payable upon the death of the related Insured or upon maturity of such Policy;

(x) surrender, in whole or in part, one or more of the Policies and receive the surrender value thereof at any time provided by the terms thereof, and the sole right to exercise any and all other rights permitted by the terms of each of the Policies and to receive all benefits and advantages derived therefrom;

(xi) request that each Insurer amend the related Policy or Policies;

(xii) any and all contract rights arising from or relating to each Policy, and any and all payment rights, and the other rights listed above existing with respect thereto; and/or,

(xiii) do or cause to be done all things necessary, proper or advisable to maintain each Policy in full force and effect.

1.2. The gross purchase price to be paid by Purchaser to Escrow Agent (as defined below) on the Closing Date (defined below) for the purchase of the Policies shall be Two Million Four Hundred Seventy Thousand Dollars ($2,470,000.00), (the "Gross Pruchase Price"). The net amount paid to the Seller shall be Two Million, Two Hundred Thousand Dollars ($2,200,000.00) which constitutes approximately six percent (6%) of the face value of the Policies, subject to adjustment as provided herein (the "Net **Purchase Price**"). Purchaser will accept the Policies in "AS IS" condition except as otherwise provided for in this Agreement.

2. **Deposit**. Upon the approval of this Agreement in accordance with Section 6.1(iv) below, Purchaser shall deliver to Seller Twenty Five Thousand Dollars ($25,000.00) as a non-refundable deposit (the "**Deposit**"), said Deposit paid directly to the Consultant. In addition, Purchaser shall, as of the Effective Date reimburse the premiums that have been paid on the Policies and commence paying the premiums due on the Policies ("**Premium Payments**") in accordance with the premium schedule attached hereto and incorporated herein as **Exhibit B**. The Deposit shall be deducted from the Gross Purchase Price.

3. **Escrow**. The escrow shall be held by **Investrust**, N.A., a national banking association, in accordance with a mutually acceptable Escrow Agreement, ("**Escrow Agent**").

4. **Due Diligence Documents**. Within five (5) Business Days after the Effective Date, Seller shall deliver to Purchaser all of the documents (collectively, the "**Due Diligence Documents**") in the possession or control of Seller which relate in any manner whatsoever to the Policies, including, but not limited to, those documents identified on **Exhibit C** attached hereto and incorporated herein by reference.

5. **Due Diligence Period**. Purchaser shall have a period ("**Due Diligence Period**") of thirty (30) days after the last of the Due Diligence Documents are delivered to Purchaser (which date

of last delivery shall be agreed to by the parties in writing) within which to examine the Due Diligence Documents and analyze the Policies in all respects (the "**Due Diligence Activities**"). Seller shall fully cooperate with Purchaser in Purchaser's performance of its Due Diligence Activities and shall make the Policies available to Purchaser and Purchaser's agents at all reasonable times. In the event Purchaser shall notify Seller on or before the expiration of the Due Diligence Period that Purchaser declines to purchase the Policies for any reason whatsoever, in Purchaser's sole discretion, this Agreement shall be null and void.

6. **Conditions Precedent To Closing.**

6.1. The obligation of Purchaser to consummate the Closing is subject to the satisfaction or waiver, in the exercise of Purchaser's sole discretion, of the following conditions precedent, whose satisfaction or waiver must be completed on or prior to the Closing Date:

(i) Seller shall have delivered to Purchaser the Due Diligence Documents, each in a form satisfactory to Purchaser;

(ii) Purchaser shall have satisfactorily completed its Due Diligence Activities to its sole satisfaction;

(iii) No consent of any Insured is required, or if such consent is required, such consent has been duly obtained by Seller to the satisfaction of Purchaser; and,

(iv) This Agreement shall be submitted to the Ontario Superior Court of Justice for approval, such approval evidenced by a final and non-appealable Order issued by said Court, in accordance with the Initial Order attached hereto and incorporated herein as **Exhibit D**.

6.2. Notwithstanding the conditions precedent set forth in Section 6.1, Purchaser is not obligated to direct the Escrow Agent to release the Net Purchase Price to Seller and may terminate this Agreement without further obligation to Seller in the event Purchaser has a good faith belief that any representation or warranty contained in this Agreement, any Conveyance Document or any Due Diligence Document is false, fraudulent or materially misleading.

7. **Seller's Representations and Warranties.**

7.1. As a material inducement for Purchaser to enter into this Agreement, Seller hereby makes the following representations and warranties, each of which shall be true and correct as of both the date hereof and of the Closing, and all of which shall survive the Closing Date and shall not be merged into the Conveyance Documents:

(i) Seller has record and beneficial ownership of and good and valid title to each Policy, and such ownership and title is free of all liens, pledges, charges, equities, claims and any other encumbrances or restrictions. Seller has taken all action(s) necessary to enable it to enter into this transaction and consummate the transaction described herein, and no additional authorizations or consents from any persons, entities, courts or other tribunals are required in order to consummate the same.

(ii) Seller has received no written notice, has no knowledge, and has no reason to believe that the Policies or any portion thereof do not comply with applicable law.

(iii) Seller is neither the plaintiff nor defendant in any action, pending or threatened, pertaining to the Policies, except as provided on the attached .

(iv) Seller has no knowledge of any action contemplated pertaining to the Policies, including, but not limited to, actions arising out of or related to Trade Partners, Inc. Receivership. (USDC WDMI 1:03-cv-00236-RHB).

(v) All contracts and other documents heretofore or hereafter provided to Purchaser (whether as part of the Due Diligence Documents or otherwise) are true, correct and complete in all material respects and represent the entire agreements of the parties with respect to the subject matter thereof, and Seller has no knowledge of any contemplated actions with respect to any portion of the Policies, including, but not limited to, actions arising out of or related to Trade Partners, Inc. Receivership. Neither this Agreement nor any statement, Conveyance Document or certificate furnished, or to be furnished, to Purchaser pursuant hereto or in connection with this Agreement or any of the transactions hereby contemplated contains, or will contain, any untrue statement of a material fact or omits, or will omit, a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances in which they are made, not misleading.

(vi) All Policies are in full force and effect; neither the Insurer nor the owner or insured thereunder is in default under any of their respective material obligations thereunder, nor is there any fact or circumstance which, with the passage of time or the giving of notice, shall constitute such a material default.

(vii) All existing indebtedness against the Policies is paid off or shall be paid off by Seller on or before the Closing Date defined below.

(viii) Seller has not promised, assigned or granted or suffered any lien or security interest against any of its interest in any Policy to any other person or entity.

(ix) The execution, delivery and performance by Seller of this Agreement does not violate any law, rule or regulation or order, writ, judgment, injunction, decree, determination or award.

7.2. If Seller hereafter becomes aware of any material changes with respect to any of the foregoing matters or any of the information set forth in the Due Diligence Documents, Seller shall immediately disclose the same to Purchaser. In the event that Seller so discloses any material changes to Purchaser, and if Purchaser reasonably believes that such changes would materially interfere with Purchaser's intended use and enjoyment or financing of the Policies, then Purchaser may terminate this Agreement, thereby rendering it null, void and of no further force or effect, and the Deposit shall immediately be returned to Purchaser (together with all interest accrued thereon). Seller hereby indemnifies, defends and holds Purchaser harmless from and against any and all losses, costs, liabilities and damages arising out of any breach by Seller of any of the representations, warranties or covenants made by Seller pursuant to this Agreement. Seller's obligation to indemnify as aforesaid shall also survive the closing and shall not be deemed to have merged with the Conveyance Documents.

8. **Additional Acknowledgements, Covenants and Agreements.**

8.1. Seller hereby acknowledges, covenants and agrees as follows:

(i) Each Insurer is hereby authorized to recognize Purchaser's claims to rights hereunder without investigating the reason for any action taken by Purchaser, or the application to be made by Purchaser of any amounts to be paid to Purchaser. The sole signature of Purchaser shall be sufficient for the exercise of any right under each Policy and the sole receipt by Purchaser of any sums shall be a full discharge and release therefor of each Insurer.

(ii) Wire transfers or checks for all or any part of the sums payable under each Policy and assigned herein shall be paid to Purchaser or its designee if, when and in such amounts as may be requested by Purchaser. Any payments received by Seller which otherwise should have been sent to Purchaser shall be held in trust by Seller for the benefit of Purchaser, and Seller shall thereafter promptly remit such payments to Purchaser.

(iii) The exercise of any right, option, privilege or power given to Purchaser under this Agreement shall be at the option of Purchaser, in its sole discretion, and Purchaser may exercise any such right, option, privilege or power without notice to, or consent by, or affecting the liability of or releasing any interest hereby assigned by Seller.

(iv) Seller shall deliver to Purchaser copies of any and all reports, financial statements, notices, illustrations, projections, annual statements and other information received from each Insurer in any way related to each Policy, and Seller shall cooperate with Purchaser in obtaining any additional information from each Insurer that Purchaser may reasonably request from time to time with respect to each Policy.

8.2. The acknowledgments, covenants and agreements provided in this Section 8 shall survive the execution and performance contemplated in this Agreement to the full extent permitted by applicable law.

9. **Closing Date, Post-Closing Activities and Deliveries.** Subject to the terms and conditions of this Agreement, including, but not limited to, Section 6 herein, the closing into escrow of the purchase and sale of the Policies as contemplated by this Agreement (the "**Closing**") shall be on or before the thirty-first (31st) day of December, 2008 (unless such day is not a Business Day and then closing shall be on the first (1st) Business Day) unless: (a) Purchaser, in Purchaser's sole discretion, decides to close earlier, or (b) is extended pursuant to the terms hereinafter, or (c) a different date is agreed upon by the parties in writing (the "**Closing Date**"). Purchaser shall have the right to extend the Closing Date, in Purchaser's sole discretion, for all or a part of the Policies by an additional day for each day that Seller fails to comply with Seller's obligations under this Agreement.

9.1. Closing shall take place at 521 W. Wilshire Blvd., Suite 200, Oklahoma City Oklahoma 73116 (the "**Closing Location**").

9.2. The parties, at Closing, shall deliver to each other executions of the usual and customary documents required to consummate the closing of comparable transactions, including, but not limited to, absolute assignments, a form of which is attached hereto and incorporated herein as **Exhibit E**. All documents must be in a form suitable for transmittal to the applicable life insurance companies.

9.3. The parties hereby agree that if Purchaser or Seller receives confirmation that an insured has died within thirty (30) days subsequent to the Effective Date and the date of death was prior to or on the day immediately before the Effective Date, the benefit of the policy of said insured shall be paid to Seller and all funds paid by Purchaser, including, but not limited to, premiums, and the Net Purchase Price paid for such matured policies, shall be reimbursed by Seller. The death benefit of all Policies that mature on or after the Effective Date shall be paid to Purchaser.

9.4. At Closing, Seller shall comply with all requirements of a transferor under applicable law. Seller shall pay the amount of tax, if any, imposed by state, county, province and local law on the transfer of the Policies and be current with all tax and withholding obligations. Seller hereby unconditionally and irrevocably indemnifies Purchaser, and agrees to and shall hold Purchaser harmless of, from and against any and all liability for, relating to, arising from or connected with, and shall immediately pay: (a) the amount of any and each such deficiency or deficiencies described in the immediately preceding sentence, (b) any and all taxes, contributions, penalties, interest, and other amounts at any time owed or payable by Seller, and, (c) any expenses, including, but not limited to, reasonable accountant fees and/or legal fees, incurred in connection therewith.

9.5. Post-closing, Seller shall deliver to Purchaser, within sixty (60) days after the Closing Date, proof that it has requested ownership/assignment and beneficiary changes. Upon receipt of ~~the~~ 75% of the executed owner and beneficiary change forms Purchaser agrees to direct the Escrow Agent to release Six Hundred Seventeen Thousand Five Hundred Dollars ($617,500.00), which constitutes twenty-five percent (25%) of the Gross Purchase Price in the following manner:

(i) Five Hundred Fifty Thousand Dollars ($550,000.00) to Seller.

(ii) Sixty-Seven Thousand, Five Hundred Dollars ($67,500.00) minus the Deposit or Forty-Two Thousand, Five Hundred Dollars ($42,500.00), to Consultant,

Within one hundred twenty (120) days after the Closing Date, Seller shall deliver to Purchaser confirmation that the owner/assignment and beneficiary have been changed and/or assigned to Purchaser or Purchaser's nominee. Seller shall deliver all of the original insured and policy files to Purchaser within thirty (30) days after the Closing Date. Seller shall continue to administer the policies for sixty (60) days after the Closing Date, including, but not limited to, submitting death claims. The foregoing activities shall collectively be referred to herein as the "**Post-Closing Activities.**"

Purchaser shall direct the Escrow Agent to release funds, on a pro rata basis per face value of policy, to Seller as Purchaser receives confirmation that the owner and beneficiary changes have been completed. For example, if the face amount of a Policy is Fifty Thousand Dollars ($50,000.00) and Purchaser is in receipt of confirmation that the ownership and beneficiary designation have been changed to Purchaser or its nominee on said Policy, Purchaser shall direct the Escrow Agent to release Three Thousand Dollars ($3,000.00) minus twenty-five percent (25%), or Two Thousand, Two Hundred, Fifty Dollars ($2,250.00) to Seller

10. **Seller's Remedies Upon Purchaser's Default.** If Purchaser fails to close the transaction contemplated under this Agreement, and Purchaser is not otherwise excused of its performance, and Seller is both then prepared to close the transaction contemplated under this Agreement and is not then in breach of its obligations hereunder, then Purchaser shall pay an additional Fifty Thousand Dollars ($50,000.00) to Seller, which amount shall be deemed as full and complete liquidated damages and the sole and exclusive remedy of Seller, the parties hereby agreeing that they have considered carefully the loss to Seller that would be a consequence of such default and that such amount is a reasonable estimate of such loss, whereupon this Agreement shall terminate, and neither party shall have any further obligations or liabilities to the other hereunder at law or in equity.

11. **Purchaser's Remedies Upon Seller's Default.** If Seller breaches its representations, warranties, covenants or agreements hereunder, or fails to consummate the purchase and sale contemplated herein, Purchaser shall have the right (a) to the remedy for specific performance inasmuch as the parties recognize and acknowledge that the Policies are unique, and that there is no adequate remedy at law to compensate Purchaser for a breach by Seller of Seller's obligations to convey the Policies to Purchaser in accordance with the terms and conditions of this Agreement, or ,(b) to avail itself of any other legal or equitable rights and remedies which Purchaser may have at law or in equity or under this Agreement, including, without limitation, the right to seek damages, including, but not limited to, reimbursement for all reasonable costs and expenses (including reasonable attorneys' fees) incurred by Purchaser in connection with the transaction set forth herein.

12. **Notices.** All notices and other communications required or permitted to be given hereunder shall be in writing and shall be hand delivered, sent via facsimile, or mailed by certified or registered mail, postage prepaid, addressed as follows:

Purchaser: SDM Holdings, LLC
521 W. Wilshire Blvd.
Oklahoma City, Oklahoma 73116
Tel: 405-753-9100
Fax: 405-753-9397

Seller: Universal Settlements International Inc.
5500 North Service Road, Suite 703
Burlington, Ontario, Canada L7L 6W6
Tel: 905-331-9171
Fax: 905-331-6011

Any and all notices required or permitted under this Agreement shall be in writing, and sent by either certified mail or registered mail, return receipt requested, postage prepaid, or via a nationally recognized overnight delivery service which provides proof of delivery to the party to whom it is directed, at such party's address set forth above, or at such other address provided in a notice as prescribed herein. Any such notice duly given pursuant to this Agreement shall be deemed effective (a) in the case of certified mail or registered mail, return receipt requested, at the time indicated on the receipt, or, (b) in the case of delivery via a nationally recognized overnight delivery service, at the time of delivery.

Each party may change its respective notice address by written notice in accordance herewith.

13. **Broker**. Seller and Purchaser hereby agree that The Heritage Group Agency, Inc. (the "Consultant"), shall receive Two Hundred Seventy Thousand Dollars ($270,000.00) as a referral fee, twenty-five percent (25%) to be paid as stated in Sections 2 and 9.5. The remaining seventy-five percent (75%) shall be paid in the following manner: (a) twenty-five percent (25%) release on February 1, 2008; and (b) the final fifty percent (50%) released upon Purchaser's receipt of the confirmation on every Policy that the ownership and beneficiary designations have been changed to Purchaser or its nominee. Seller and Purchaser shall indemnify, defend and hold each other harmless from and against any and all claims of any brokers and finders claiming by, through or under them and in any way related to the sale and purchase of the Policies pursuant to this Agreement in violation of each such party's representation and warranty aforesaid, including, without limitation, attorneys' fees incurred by the indemnified party in connection with such claims. The foregoing indemnity shall survive the closing, and the delivery of the deed and shall not be merged therein.

14. **Assignment**. Seller shall not have any right to assign or transfer this Agreement or any rights, duties or obligations of Seller under this Agreement, and this Agreement may not be involuntarily assigned or transferred by Seller by operation of law, without the prior written consent of Purchaser, which consent may be granted or withheld by Purchaser in its sole discretion. Any attempted assignment or transfer without such consent shall be null and void. Purchaser shall have the right to assign this Agreement or each Policy assigned herein, including all rights, benefits and obligations hereunder, in its sole and absolute discretion, without notice to, or consent from, Seller or any other person.

15. **Miscellaneous.**

15.1. Applicable Law. This Agreement shall be governed by the laws of the State of Oklahoma. Jurisdiction shall be had in any state or federal court located within Oklahoma County, Oklahoma.

15.2. Time of the Essence. Time is of the essence of this Agreement.

15.3. Business Day. Saturdays, Sundays and official federal or state holidays shall not be counted as Business Days.

15.4. Attorneys Fees. In the event of any litigation between the parties (including appeals) pertaining to this transaction or any dealings of the parties concerning the Policies, the non-prevailing party to such litigation shall pay the reasonable legal fees and expenses of the prevailing party.

15.5. Entire Agreement. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the purchase of the Policies and other matters contained herein, and this Agreement contains the sole and entire understanding between the parties hereto with respect to the transactions contemplated herein.

15.6. Construction. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that the Agreement may have been prepared primarily by counsel for one of the parties, it being recognized that both Purchaser and Seller have contributed substantially and materially to the preparation of this Agreement.

15.7. Amendments and Modifications. This Agreement may be amended or modified only by a written instrument executed by both parties.

15.8. Facsimile. Seller and Purchaser intend to be bound by the signatures on the telecopied document, are aware that the other party will rely on the telecopied signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature. Purchaser shall forward to Seller an original executed Agreement.

15.9. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect; provided that the invalidity or unenforceability of such provision does not materially adversely affect the benefits accruing to any party hereunder.

15.10. No Waiver. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

15.11. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

15.12. Counterparts. This Agreement may be executed in separate counterparts and such counterparts, taken together, shall constitute a fully executed and enforceable Agreement.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on and as of the day and year first written above.

PURCHASER:
SDM, LLC

By:________________________
H. Thomas Moran, II, Manager

SELLER:

UNIVERSAL SETTLEMENTS INTERNATIONAL INC.

By:________________________
Jeff Panos, President

EXHIBIT A
TO
POLICY PURCHASE AGREEMENT

LIFE INSURANCE POLICIES

(SEE ATTACHED)

Exhibit A

	Policy Name (Viator Code)	Insurance Company	Policy #	Face Amount	Premium Amount	Premium Due Date	Premium Mode	AIDS or Non-AIDS
T	CAU-D	New York Life	29 953 179, Client ID # 018-186-684	$ 500,000.00	$ 3,966.00	Jan 21, 2009	Annual	AIDS
T	GEH-D(1)	Garden State Life (Allstate)	005236857	$ 500,000.00	$ 3,410.00	Sep 20, 2009	Annual	AIDS
T	MET-G	ING (Security Life of Denver)	0600048202	$ 500,000.00	$ 895.00	Mar 23, 2009	Annual	AIDS
T	RIC-O(2)	ING/Reliastar	NY2009094W	$ 500,000.00	$ 1,025.00	Oct 06, 2009	Annual	AIDS
G-T	COX-F(2)	Aetna	361458	[redacted]	WAIVER	Waiver	Waiver	AIDS
G-T	KOV-K(1)	FEGLI	CSA 4397975	$ 329,000.00	$ 371.54	Jan 24, 2009	Monthly	AIDS
UL	ROS-J	Transamerica	503153470	$ 274,000.00	$ 3,111.12	Jan 01, 2009	CV: Annual	AIDS
G	MEZ-C	MetLife - Group/Term	27845G	[redacted]	$ 84.00	Employer Paying	Employer Paid	AIDS
G-T	BLO-JO	Metlife - Group/Term (Fidelity)	18000: 35083, 35084	$ 201,000.00	WAIVER	WAIVER	WAIVER	AIDS
T	DAS-P(3)	Jackson National	0013451400	$ 200,000.00	$ 983.00	Apr 24, 2009	Annual	AIDS
T	GEO-W	AXA Equitable Life	87 066 724	$ 200,000.00	[redacted]	Oct 28, 2009	Annual	AIDS
T	MER-R(2)	MetLife	965402743 PR	$ 200,000.00	$ 784.00	Jun 24, 2009	Annual	AIDS
T	POW-R	Life Investors Insurance Co. of America	PXL5220942	$ 200,000.00	$ 1,848.00	Feb 01, 2009	Annual	AIDS
G	WAL-R	FEGLI	CSA 8060935	$ 172,000.00	$ 182.85	Dec 01, 2008	Quarterly	Non-Aids
T	DAS-P(2)	Primerica	0412349251	$ 165,000.00	[redacted]	May 27, 2009	Annual	AIDS
G	STU-B	Unicare Life & Health	109694	$ 152,000.00	WAIVER	Sep 01, 2009	WAIVER	AIDS
G-T	CUR-I	AFBA	94762 Cert # 1J9311	$ 150,000.00	$ 133.20	Sep 01, 2009	Annual	AIDS
T	MON-F(1)	AXA Equitable Life	091 029 542	$ 105,000.00	$ 38.40	Aug 12, 2009	Annual	AIDS
T	ALV-F(5)	Columbian Mutual (Farmers and Traders)	0316215	$ 100,000.00	$ 698.00	Mar 12, 2009	Annual	AIDS
T	ALV-F(3)	Columbian Mutual	A010165545	$ 100,000.00	$ 1,038.00	Nov 11, 2008	Annual	AIDS
T	BAR-M(1)	American International Life Assurance Company of NY	300079788	$ 100,000.00	$ 544.00	Jul 20, 2009	Annual	AIDS
T	BOY-D(1)	ING/Reliastar	1122805	$ 100,000.00	[redacted]	Feb 16, 2009	Annual	AIDS
T	GEO-J(1)	Lafayette Life	A 0808072	$ 100,000.00	$ 302.00	Sep 26, 2009	Annual	AIDS
WL	HUT-M	Fidelity Security Life	FL683A-636469, #06364696	$ 100,000.00	$ 1,954.00	Mar 01, 2009	Annual	AIDS
Renewable Term	MAR-D	AXA Equitable Life	85 080 442DM	$ 100,000.00	$ 907.00	Oct 11, 2009	Annual	AIDS
T	MCC-L(1)	United States Life Ins. Co. In the City of NY	1162359	$ 100,000.00	$ 252.00	Sep 01, 2009	Annual	AIDS
T	MOR-G	Prudential Financial	66 063 991	$ 100,000.00	$ 5,646.00	Mar 19, 2009	Annual	Non-AIDs
	PAL-S	Primerica	0410916006	$ 100,000.00	$ 589.00	Oct 10, 2009	Annual	AIDS
T	POU-E	Midland National	1558613294	$ 100,000.00	$ 668.00	Aug 11, 2009	annual	AIDS
T	PUC-R(2)	ING/Reliastar	00391557-6	$ 100,000.00	$ 135.00	Oct 27, 2009	Annual	AIDS
G-T	QUR-M(1)	Reliastar (Marsh)	G804B2782; #1411253-0101001	$ 100,000.00	$ 336.96	Feb 01, 2009	SEMI-ANNUAL	AIDS
G-T	HUM-J	New York Life (American Bar Endowment)	G2766-2, ID # 00980830	$ 90,000.00	$ 475.20	Jun 01, 2009	Annual	AIDS
T	MER-M	AIG	2229052	$ 90,000.00	$ 221.00	Dec 14, 2008	Annual	AIDS
G	ROT-M	New York Life (American Bar Endowment)	G2766-2, ID#:01017691	$ 90,000.00	$ 259.20	Jun 01, 2009	Annual	AIDS
	SMI-D	AIG	2121278	$ 90,000.00	$ 203.90	Aug 01, 2009	Annual	AIDS
T	TAY-W(1)	ING/Reliastar	00402176-9	$ 90,000.00	$ 346.60	Apr 10, 2009	Annual	AIDS
G	PRO-J	UNUM	458366	$ 82,000.00	WAIVER	WAIVER	WAIVER	AIDS
	PAL-W	Primerica	0413182862	$ 80,000.00	$ 394.20	Jan 19, 2009	Annual	AIDS
T	WAL-L	AIG	2174689	$ 80,000.00	$ 480.40	Aug 01, 2009	Annual	AIDS
T	FUL-J(4) ~ (75,000)	Primerica	0431112883	$ 78,800.00	$ 192.39	Jan 28, 2009	Annual	AIDS
G-T	ZDA-M	ING/Reliastar	GH24768-5	$ 77,000.00	WAIVER	n/a	WAIVER	AIDS
G-T	SAR-J	One America (American United Life)	G00007047-0001	$ 64,000.00	WAIVER	WAIVER	WAIVER	AIDS
G-T	JOR-B (46,500)	UniCare	17-GCC	$ 61,000.00	Employer Paid	Employer Paid	Employer Paid	AIDS

Purchaser's Initials ____

Seller's Initials ____

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Exhibit A

T	HEN-W	Primerica	0431260704	$	60,000.00	$	165.60	May 15, 2009	Annual	AIDS
G-T	JEN-M	Marsh@WorkSolutions (Prudential)	2014966, ID# 1194479	$	60,000.00	$	141.60	Jan 01, 2010	Annual	AIDS
GT	MIC-A	AIG (Nurses Service Organization)	L-7189186	$	60,000.00	$	276.00	Aug 01, 2009	Annual	AIDS
G-T	EVA-C	Blue Sheild of California	39299	$	57,000.00	$	-	Waiver	Annual	AIDS
G-T	BRI-M	[redacted]	CSA8038399	[redacted]				NA	Quarterly	AIDS
G-T	JON-D (30,800)	Minnesota Life	32491-G	$	54,300.00	Employer Paid		Employer Paid	Employer Paid	AIDS
G	MAR-J	MetLife - Group/Term	29859, (Claim #10094641851)	$	51,000.00	Walver		May 01, 2009	WAIVER	AIDS
T	DEM-M	State Farm	LF-1307-5962	$	50,000.00	$	390.84	Jun 24, 2009	Annual	AIDS
T	FUL-J(5) ~ (55,798)	Lafayette Life	A 0802398	$	50,000.00	$	160.00	Feb 08, 2009	Annual	AIDS
T	FUL-J(7)	Lafayette Life	A 0803548	$	50,000.00	$	169.50	Apr 08, 2009	Annual	AIDS
T	FUL-J(3)	Nationwide Financial	L050547300	$	50,000.00	$	177.50	Jul 12, 2009	Annual	AIDS
G-T	GRE-K	Allianz (IAS)	18540-304, #T96-0126657	$	50,000.00	$	1,274.52	Nov 01, 2009	Annual	AIDS
G-T	HAK-B	Allstate Life Insurance Co/AHL	64402465, #1111996359731	$	50,000.00	$	247.00	May 18, 2009	Annual	AIDS
T	KEL-D	AIG	2122138	$	50,000.00	$	315.00	Feb 15, 2009	Annual	AIDS
G-T	MER-M(3)	New York Life	G-29068-0/12452	$	50,000.00	$	297.50	Waiver	Waiver Semi-Annual	AIDS
T	MOG-R	Liberty National	A032692066	$	50,000.00	$	289.50	May 01, 2009	Annual	AIDS
G	ROL-C	IAS	T91-0316033	$	50,000.00	$	928.56	Jul 01, 2009	Annual	AIDS
	SAN-L	Physicians Life	082-946-185	$	50,000.00	$	219.45	Feb 03, 2009	Annual	AIDS
G-T	SAN-M	Blue Shield of California (CPIC)	J00887602-0: #01L0001-0000	$	50,000.00	$	318.00	Jul 15, 2009	Annual	AIDS
G-T	SCO-R	Transamerica	U 00585011 VTL 1259	$	50,000.00	$	11.50	Oct 01, 2009	monthly - waiver	AIDS
	SUL-K	Veterans Life (merged with Stonebridge Life)	400YB79528	$	50,000.00	$	476.00	Feb 05, 2009	Annual	AIDS
G	VIN-R	CIGNA (Life Assurance Co. of North America)	VTLX00022635	$	50,000.00	$	230.61	Oct 01, 2009	Annual	AIDS
	YAT-M(1)	United Investors Life	U000733299	$	50,000.00	$	138.00	Sep 18, 2009	Annual	AIDS
G	YOU-J	FEGLI	CSI 3559160 (122-58-2051)	$	50,000.00	$	42.90	Dec 03, 2008	Quarterly	AIDS
T	ALO-G	State Farm	LF-1436-8321(Rider:Additional Insured)	$	50,000.00	NA		NA	NA	Non-AIDs
T	OUT-D(2)	SBLI USA	140300441	$	50,000.00	$	224.50	Sep 25, 2009	Annual	AIDS
G	CAL-G	CIGNA	6629952	$	125,000.00	$	562.80	Jul 01, 2009	Annual	AIDS
T	BEL-C	Protective Life Insurance Company	FK2273193	$	100,000.00	$	232.00	Apr 17, 2009	Annual	Non-AIDs
G	CHR-H	CIGNA (CBCA)	VTLX00022040	$	100,000.00	$	291.41	Oct 01, 2009	Annual	AIDS
T	BIE-J(1)	AVIVA (NY)	2000031441	$	95,000.00	$	607.85	Mar 23, 2009	Annual	AIDS
G-T	COX-F(1)	Aetna	060110	$	50,000.00	$	-	Waiver	Waiver	AIDS
	OUS-D(2)	Monumental	005017869	$	75,000.00	$	663.50	Jan 18, 2009	Annual	AIDS
G-T	GAR-RA	Phoenix	054-5776-00	$	72,000.00			Waiver	Waiver	AIDS
G-T	HUD-M	FEGLI	CSA 8123035	$	68,000.00	Employer Paid		Employer Paid	Employer Paid	AIDS
G-T	QUR-M(2)	Reliastar (Marsh)	G80403016; #01411253-0102001	$	100,000.00	$	336.96	Feb 01, 2009	SEMI-ANNUAL	AIDS
G	RUF-W(3)	Met Life - Group/UL	300MT05339	$	100,000.00	$	926.00	May 03, 2009	Annual	AIDS
G-UL	OWE-D	MetLife (Marsh@WorkSolutions)	0483715	$	91,000.00	$	730.56	Apr 01, 2009	Annual	AIDS
G-T	FRE-K(2)	National Western	0100877796	$	90,000.00	$	474.10	Jul 25, 2009	Annual	AIDS
G-T	ALV-F(2)	ING/Reliastar	729477	$	75,000.00	$	405.50	Nov 13, 2009	Annual	AIDS
T	CAN-T	United States Life Ins. Co. in the City of NY	1120026	$	70,000.00	$	3,860.00	Jan 21, 2009	Annual	AIDS
G-T	LAM-W(1) ~ (25,000)	Pacific Life	0020604860	$	67,156.60	Perm Disability		Perm Disability	Walver	AIDS
T	BUS-D(2)	SBLI USA	140301388	$	50,000.00	$	417.50	May 18, 2009	Annual	AIDS

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WL	CAS-JE	Life Genworth Life Ins. Co. (American Mayflower Life)	M136058	$	50,000.00	$	2,037.00	Feb 01, 2009	Annual	AIDS
T	COL-M	AFBA	2D8515	$	50,000.00	$	129.00	Apr 01, 2009	Annual	AIDS
G-T	MAB-R	Allianz (IAS)	08540-334, #T93-0354855	$	50,000.00	$	798.60	Feb 01, 2009	Annual	AIDS
G	MAS-D	Allstate Life Insurance Co/IAS	08540-314, T90-0141172	$	50,000.00	$	552.60	Feb 01, 2009	Annual	AIDS
	MCG-KE	Garden State Life	005225215	$	50,000.00	$	160.50	Feb 24, 2009	Annual	AIDS
G-T	ENG-J	Prudential Financial	B4057868	$	320,000.00	$	9,155.40	Feb 01, 2009	Annual	AIDS
WL	WIL-A(2)	National Guardian Life	0462843	$	200,000.00	$	3,382.00	Jul 28, 2009	Annual	AIDS
	SCO-T	Canada Life	2656972	[redacted]		$	2,664.91	Mar 18, 2009	Annual	AIDS
WL	MOO-M	Prudential Financial	B4 013 786	$	200,000.00	$	2,717.00	Dec 16, 2008	Annual	AIDS
WL	TRU-T	Lincoln Financial Group	10-04244475	$	146,700.00	$	3,014.81	Nov 10, 2009	Annual	AIDS
WL	GRA-K	John Hancock	067091045	$	100,000.00	$	1,397.00	Nov 28, 2009	Annual	AIDS
WL	KRZ-R	Aetna	N39008160	$	220,000.00	$	3,823.20	Dec 01, 2008	Annual	AIDS
WL	BLA-K (83,570)	Northwestern Mutual	11626634	$	113,671.00	$	1,146.49	Jan 15, 2009	Annual	AIDS
	MCK-F	Colony)	5183961	$	100,000.00	$	2,366.00	Jul 09, 2009	Annual	AIDS
WL	MAY-L	Sun Life Financial	020030615	$	192,000.00	$	2,930.04	Dec 05, 2008	Annual	AIDS
WL	BAR-M(2)	Hartford Life	LL1570796	$	171,756.00	$	3,563.47	Mar 03, 2009	Annual	AIDS
WL	BRO-PA	First UNUM	LNL604928	$	200,000.00	$	2,877.00	Dec 02, 2008	Annual	AIDS
WL	HAU-J(2)	Midland National	1502018574	$	100,000.00	$	1,346.00	Sep 13, 2009	Annual	AIDS
WL	BOL-A	Phoenix	2531876	$	65,000.00	$	1,039.65	Nov 01, 2009	Annual	AIDS
WL	CAM-K(2)	Fort Dearborn Life	0000626090	$	148,500.00	$	2,182.13	Jun 01, 2009	Annual	AIDS
WL	CAU-S	ING/Reliastar	GW91277-8-5125	$	196,000.00	$	3,262.76	Oct 01, 2009	Annual	AIDS
UL	PEN-A(1)	Transamerica	503109620	$	150,000.00	$	1,522.32	Dec 01, 2008	Annual	AIDS
WL	LAN-M	MetLife	982905760 A	$	80,000.00	$	2,142.40	May 21, 2009	Annual	AIDS
	SIL-P	MetLife	916311802 A	$	50,000.00	$	1,031.50	Mar 14, 2009	Annual	Non-Aids
UL	AND-G(1) (-710)	AmerUs Life/AVIVA	2301610602	$	69,738.00	$	1,470.79	Oct 13, 2009	Annual	AIDS
	ZAN-R	MONY Life Insurance Company	1320 15 91	$	50,000.00	$	622.00	Sep 01, 2009	Annual	AIDS
T	DAS-P(5)	Unum Life Insurance Co. of America	LAL125156	$	100,000.00	$	2,109.00	Feb 01, 2009	Annual	AIDS
WL	GUL-K	Phoenix	2, 689, 028	$	65,000.00	$	984.00	Dec 05, 2008	Annual	AIDS
WL	FRA-DO	General American (MetLife Company)	3364983	$	97,000.00	$	1,936.35	Jun 01, 2009	Annual	AIDS
UL	BRA-K(3)	Prudential Financial	R7 146 112	$	50,000.00	$	445.00	Aug 18, 2009	Annual	AIDS
WL	YBA-D	Prudential Financial	67 132 135	$	80,000.00	$	1,474.80	Feb 22, 2009	Annual	AIDS
WL	TED-M	Sun Life Financial	020037969	$	147,500.00	$	1,908.43	Jul 02, 2009	Annual	AIDS
WL	AND-A(2)7(85,091)	AmerUs Life/AVIVA	2301630283	$	84,381.00	$	1,326.93	Nov 25, 2009	Annual	AIDS
WL	MZO-C	New York Life	44 413 870	$	50,000.00	$	763.50	Dec 12, 2008	Annual	AIDS
WL	HOL-P	Aetna	N39111720	$	150,000.00	$	4,711.50	Aug 02, 2009	Annual	AIDS
WL	MAH-M	MetLife - Group/WL	201386858 A	$	196,400.00	$	4,649.69	Dec 14, 2008	Annual	AIDS
WL	KOZ-J	Jackson National (Life Ins. Co. of Georgia)	0012741451	$	50,000.00	$	1,013.00	May 23, 2009	Annual	AIDS
WL	NIX-M	Assurant Employee Benefits	00650972	$	115,000.00	$	1,537.30	Jun 01, 2009	Annual	AIDS
G-WL	TOR-S	Prudential Financial	B5 000 484	$	58,000.00	$	1,373.56	Apr 01, 2009	Annual	AIDS
	CHI-G	Principal Financial Group	4 469 309	$	66,000.00	$	1,306.64	Dec 02, 2008	Annual	AIDS
	ROB-W	Great West Life	78232653	$	50,000.00	$	1,907.50	May 01, 2009	Annual	AIDS
	THO-M	AAA Life	000-2438764	$	100,000.00	$	2,792.00	Aug 28, 2009	Annual	AIDS
WL	WHI-N	ING/Reliastar	00416475-0	$	200,000.00	$	1,382.00	Oct 01, 2009	Annual	AIDS
WL	EDM-A	United States Life Ins. Co. in the City of NY	500D64091C	$	91,803.00	$	1,040.08	May 16, 2009	Annual	AIDS
G-UL	THU-R(3)	Transamerica	530001070	$	95,000.00	$	2,844.48	Jan 12, 2009	Annual	AIDS
WL	HIG-J	Genworth Financial (First Colony Life)	5141287	$	100,000.00	$	1,273.00	Mar 11, 2009	Annual	AIDS

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	TEV-T(1)	Jackson National	0024491170	$ 75,000.00	$ 812.50	Nov 08, 2009	Annual	AIDS
WL	WIL-E	Prudential Financial	96 141 633	$ 85,921.00	$ 1,348.83	Sep 05, 2009	Annual	AIDS
WL	FIN-E	United States Life Ins Co in the City of NY	500993753C	$ 50,025.40	$ 711.84	Jun 01, 2009	Annual	AIDS
	ROW-K(1)	Midland National	1502182362	$ 100,000.00	$ 1,734.00	Jun 01, 2009	Annual	AIDS
WL	EDM-J(2)	Cincinnati Insurance Company	L2488223	$ 100,000.00	$ 2,176.00	Sep 11, 2009	Annual	AIDS
WL	ALV-F(1)	Workmen's Benefit	880810364	$ 75,000.00	$ 1,057.50	Dec 12, 2008	Annual	AIDS
UL	WIL-V(3)	Equitable Life	36 652 819	$ 75,000.00	$ 570.96	Apr 10, 2009	Annual	AIDS
	MCK-M	MetLife	949251152 A	$ 50,000.00	$ 834.00	Aug 02, 2009	Annual	AIDS
G-WL	HER-J	MetLife - Group/WL	992906703 A	$ 120,000.00	$ 1,683.20	May 01, 2009	Annual	AIDS
WL	JOH-M	United of Omaha	UA7221646	$ 103,000.00	$ 1,626.63	Jan 26, 2009	Annual	AIDS
UL	CAN-M	ING/Reliastar	TD0011759	$ 300,000.00	$ 1,100.00	Oct 28, 2009	Annual	AIDS
WL	RAM-J	Prudential Financial	77 888 460	$ 60,000.00	$ 973.40	Feb 01, 2009	Annual	AIDS
UL	HOL-W(2)	Americo	1785063	$ 250,000.00	[redacted]	Aug 03, 2009	Annual	AIDS
	WOO-F	American United Life	161847087	$ 71,000.00	$ 1,256.70	Nov 01, 2009	Annual	AIDS
WL	CHA-RI	Crown Life	4278120	$ 50,000.00	$ 1,010.00	Oct 02, 2009	Annual	AIDS
UL	NEM-P	Transamerica	502996900	$ 100,000.00	$ 1,106.52	Jun 02, 2009	Annual	AIDS
	WAR-K	Principal Financial Group	4446932	$ 50,000.00	$ 911.50	Feb 01, 2009	Annual	AIDS
UL	GLA-D	Midland National	1501716580	$ 100,000.00	$ 246.00	Mar 01, 2009	CV, Annual	AIDS
WL	JAC-RI	Liberty Life	NH3-39717348 (39717348NH3)	$ 50,000.00	$ 871.50	Aug 24, 2009	Annual	AIDS
UL	BEA-J (50,808)	Farmers New World Life Insurance	004623728U	$ 50,809.00	$ 11.98	Mar 03, 2009	Monthly CV Paying	AIDS
WL	CAR-BO	Hartford Life	LL1569113	$ 60,000.00	$ 1,067.29	Nov 01, 2009	Annual	AIDS
WL	BRY-D	Prudential Financial	B4 050 701	$ 56,000.00	$ 1,097.76	Mar 03, 2009	Annual	AIDS
UL	BOY-D(2)	First Penn-Pacific (Lincoln Financial)	169255	$ 148,705.00	$ 519.24	Jul 24, 2009	Annual	AIDS
WL	GAR-D	Reassure America (Valley Forge)	01609269	$ 120,000.00	$ 1,473.60	Nov 02, 2009	Annual	AIDS
WL	LOC-R	John Hancock	FVI 003110325	$ 50,000.00	$ 830.00	May 01, 2009	Annual	AIDS
WL	EWE-L	Canada Life (First Great West Life)	2662934	$ 90,000.00	$ 1,218.30	Jul 18, 2009	Annual	AIDS
	THO-WI	AAA Life	000-2438765	$ 100,000.00	$ 1,743.00	Nov 28, 2009	Annual	AIDS
	MAC-B (1)	Allianz Life Insurance Company of North America	30494-347	$ 50,000.00	$ 1,737.50	Jul 01, 2009	Annual	AIDS
WL	LIG-J	United of Omaha	UA7160866	$ 54,000.00	$ 794.94	Oct 19, 2009	Annual	AIDS
	PIM-R(2)	Jackson National (Life Ins. Co. of Georgia)	0012727791	$ 50,000.00	$ 823.50	Dec 02, 2008	Annual	AIDS
WL	KRE-J	Great West Life	34000883	$ 50,000.00	$ 692.50	Mar 01, 2009	Annual	AIDS
WL	GAR-R	MetLife of Connecticut	4679694	$ 50,000.00	$ 826.50	Apr 09, 2009	Annual	AIDS
UL	GEO-J(3)	State Farm	LF-1455-8344	$ 100,000.00	$ 636.00	Jan 25, 2009	Annual	AIDS
	STA-D(3)	AAA Life	000-2365916	$ 100,000.00	$ 1,564.00	Aug 22, 2009	Annual	AIDS
WL	LAF-J(1)	National Guardian	0471601	$ 100,000.00	$ 1,025.00	Apr 18, 2009	Annual	AIDS
	MOR-D	Columbian Mutual (Farmers & Traders)	0314046	$ 100,000.00	$ 960.00	Dec 02, 2008	Annual	AIDS
WL	LIN-T	United American Insurance Company	22-1625576	$ 50,000.00	$ 1,370.00	Oct 07, 2009	Annual	AIDS
UL	LEO-J	Lincoln Financial Group (Jefferson Pilot)	659700647	$ 50,000.00	$ 2,716.81	Oct 02, 2009	CV: Annual	AIDS
UL	KIN-AR	Amica Life Insurance	1-330000804	$ 72,000.00	$ 625.50	Oct 06, 2009	Annual	AIDS
UL	ALI-R(1)	Lincoln Financial Group (Jefferson Pilot)	659700645	$ 80,000.00	$ 1,668.47	Oct 02, 2009	Annual	AIDS
UL	KAS-M(3)	National Western	0100869351	$ 50,000.00	$ 510.00	May 02, 2009	Annual	AIDS
	SAN-B	Unum Provident	6103869630	$ 82,409.00	$ 43.33	Jan 10, 2010	Monthly CV Paying	AIDS
UL	HAU-J(4)	Jackson National	0024492740	$ 75,000.00	$ 1,042.25	Jun 12, 2009	CV: Annual	AIDS
	ROB-J	Mutual of Omaha	UA7436992	$ 80,000.00	$ 1,288.00	Mar 01, 2009	Annual	AIDS
WL	JOH-D	Madison National Life(Standard Life Ins Co of Indiana)	0200181509	$ 50,000.00	$ 1,058.50	Aug 06, 2009	Annual	AIDS

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WL	GRI-KE	Aetna	N39131000	$ 104,100.00	$ 2,855.89	Nov 01, 2009	Annual	AIDS
WL	DIX-T	National Guardian	0471240	$ 50,000.00	$ 869.50	Feb 06, 2009	Annual	AIDS
WL	JOH-R	Principal Financial Group	4 484 489	$ 56,000.00	$ 847.44	Apr 15, 2009	Annual	AIDS
UL	GEH-D(2)	Allstate Life Insurance Co.	748 811 943	$ 90,000.00	$ 389.00	Mar 02, 2009	Annual	AIDS
	SHA-Z	Lincoln Financial Group	7052863	$ 52,000.00	$ 970.04	Jul 11, 2009	Annual	AIDS
WL	BAR-P(rescinded)	Reassure America (formerly Guarantee Reserve Reassurance America)	0258687	$ 100,000.00	$ 1,017.00	Sep 18, 2009	Annual	AIDS
	O'N-J	Hartford Life	102 U01791337	$ 100,000.00	$ 576.00	Sep 01, 2009	Annual	AIDS
WL	LAF-J(2)	Life Investors Ins. Co. of America (Academy Life)	479621539	$ 50,000.00	$ 540.00	Mar 28, 2009	Annual	AIDS
	MCK-J(2)	Reassure America (Valley Forge)	ULTR000036	$ 50,000.00	$ 576.00	Jun 21, 2009	Annual	AIDS
WL	BET-J	Principal Financial Group	4 496 047	$ 67,500.00	$ 729.85	Sep 01, 2009	Annual	AIDS
WL	DEJ-A(3)	MetLife	936411430 A	$ 50,000.00	$ 531.00	Apr 26, 2009	Annual	AIDS
	ROW-K(2)	Midland National	1502207937	$ 50,000.00	$ 903.50	Sep 17, 2009	Annual	AIDS
	SAN-J	John Hancock Mutual	FVI 003304218	$ 50,000.00	$ 486.00	Oct 13, 2009	Annual	AIDS
WL	LOP-JU	MetLife	973305765 A	$ 62,000.00	$ 575.68	Sep 12, 2009	Annual	AIDS
WL	CHI-K	Gerber Life	01308000	$ 50,000.00	$ 1,529.00	Dec 01, 2008	Annual	AIDS
WL	DAY-C(3)	Florida Combined Life	0004965	$ 50,000.00	$ 654.50	Aug 20, 2009	Annual	AIDS
W	RIC-0(3)	Nationwide Financial	L031668490	$ 50,000.00	$ 461.00	Apr 14, 2009	Annual	AIDS
UL	HIN-B	UNUM Provident	0805564139	$ 120,455.00	$ 930.97	Dec 01, 2009	CV: Annual	AIDS
WL	BET-B(2)	United American Insurance Company	22-1579408	$ 50,000.00	$ 630.00	Aug 26, 2009	Annual	AIDS
WL	BUS-D(3)	United States Life Ins. Co. in the City of NY	500528059L	$ 100,000.00	$ 446.88	Feb 18, 2009	Annual	AIDS
WL	JAC-T	Unum Life Insurance Co. of America	LAL130169	$ 50,000.00	$ 870.50	Apr 01, 2009	Annual	AIDS
UL	KUI-M(1)	United States Life Ins. Co. in the City of NY	1065142L	$ 50,000.00	$ 323.48	Aug 08, 2009	Annual	AIDS
	VAS-R	United American Insurance Company	1638683	$ 50,000.00	$ 690.00	Sep 28, 2009	Annual	AIDS
	THU-R(1)	AIG	2212133L	$ 100,000.00	$ 420.00	Aug 13, 2009	Annual	AIDS
	PUC-R(1)	Jackson National	0024980500	$ 90,000.00	$ 664.00	Jun 21, 2009	Annual	AIDS
WL	EDM-J(8)	Reassure America (formerly Guarantee Reserve Reassurance America)	703946	$ 50,000.00	$ 744.50	Sep 09, 2009	Annual	AIDS
UL	ELL-H	Hartford Life	101 LU2124291	$ 59,000.00	$ 1,354.54	Jun 08, 2009	Annual	AIDS
	MCN-P	Transamerica/Life Investors Insurance Co. of America (formerly Academy Life)	479667639	$ 100,000.00	$ 552.00	Jan 16, 2009	Annual	AIDS
	WAG-B	Colonial Supplemental Insurance	6014275370	$ 50,000.00	$ 40.00	Jan 06, 2010	Monthly CV Paying	AIDS
WL	ROS-RO	Aetna	N38985090	$ 50,000.00	$ 710.00	Nov 18, 2009	Annual	AIDS
WL	ALO-S	Monumental	MM2255317	$ 50,000.00	$ 535.35	Nov 28, 2009	Annual	AIDS
	YAT-M(5)	Protective Life	H00327540	$ 100,000.00	$ 1,100.00	Jul 10, 2009	Annual	AIDS
	MAR-A	Midland National	1700862465	$ 50,438.00	$ 1,513.00	Apr 06, 2009	Annual	AIDS
WL	LIL-J(2)	United Home Life	123143	$ 50,000.00	$ 704.00	Oct 29, 2009	Annual	AIDS
WL	FUL-J(1)	Liberty Life Assurance Company of Boston	60305889NU3	$ 50,000.00	$ 120.00	Apr 15, 2009	Annual	AIDS
	WIL-A(1)	Genworth Life & Annuity	N02305030	$ 125,000.00	$ 264.00	Jan 15, 2009	Annual	AIDS
UL	MCC-M	Commonwealth Annuity and Life Insurance (Allmerica Financial)	E0629355-00	$ 64,000.00	$ 591.00	Jan 23, 2009	Annual	AIDS
WL	LIL-J(1)	Madison National Life(Standard Life Ins Co of Indiana)	0200181990	$ 50,000.00	$ 715.50	Oct 21, 2009	Annual	AIDS
	ROQ-G	Conneticut General Life	070010652	$ 54,400.00	$ 924.11	Jun 01, 2009	Annual	AIDS
	SCH-W	RBC Insurance (Business Men's Assurance)	0040065577	$ 70,000.00	$ 1,509.36	Jul 01, 2009	Annual	AIDS
UL	FUL-J(2)	Principal Financial Group	4 454 637	$ 51,809.00	$ 328.40	Dec 01, 2008	Annual	AIDS

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UL	ACE-L	Commonwealth Annuity and Life Insurance (Allmerica Financial)	L062657200	$ 50,000.00	$ 667.15	Jun 01, 2009	Annual	AIDS
UL	HAU-J(3)	Allstate Life Insurance Co.	748 870 377	$ 80,000.00	$ 589 60	Mar 16, 2009	Annual	AIDS
UL	JOH-J	United States Life Ins. Co. in the City of NY	1107802L	$ 100,000.00	$ 300.00	Dec 07, 2008	CV: Annual	AIDS
UL	FRE-K(1)	Farmers New World Life Insurance	006026623U	$ 75,000.00	$ 504.00	Sep 19, 2009	CV: Annual	AIDS
UL	KEE-R	Erie Family Life	846-236	$ 50,000.00	$ 270.84	Dec 01, 2008	Annual	AIDS
	MCK-J(1)	State Life	5449069820	$ 50,000.00	$ 312.46	Oct 01, 2009	Annual	AIDS
WL	FRA-D	Allianz	4850528	$ 50,000.00	$ 1,559.00	Feb 01, 2009	Annual	AIDS
UL	ONE-R	ING/Reliastar	NY2025860W	$ 50,000.00	$ 1,585.56	Apr 14, 2009	Annual	Non-AIDS
UL	CAR-W	Allstate Life Insurance Co.	747 938 829	$ 50,000.00	$ 220.00	Feb 16, 2009	Annual	AIDS
UL	HOL-W(3)	Pacific Life	1A22781340	$ 95,000.00	$ 1,300.00	Feb 15, 2009	Annual	AIDS
UL	AAR-W(1)	Texas Life	000830365	$ 75,000.00	$ 405.96	Dec 04, 2008	Annual	AIDS
T	COO-T(1)	John Hancock	67169449	$ 50,000.00	$ 202.00	Oct 17, 2009	Annual	AIDS
UL	BEN-R	Security Life of Denver	04S7020651	$ 91,873.00	$ 520.00	May 04, 2009	Annual	AIDS
T	COO-T(2)	ING/Reliastar	S7-079-733	$ 75,000.00	$ 295.92	Oct 26, 2009	Annual	AIDS
UL	JAM-K(1)	Kansas City Life	2228733	$ 50,000.00	$ 4,632.48	Dec 24, 2008	Annual	Non-AIDs
	PEL-K	State Farm	LF-1276-5851	$ 50,000.00	$ 704.00	Mar 17, 2009	Annual	AIDS
	RAN-J	Mass Mutual Financial Group	004811928	$ 50,000.00	$ 1,218.50	Dec 19, 2008	Annual	AIDS
G-UL	GLA-D(1)	CIGNA	6630019	$ 195,000.00	[redacted]	Jul 01, 2009	Annual	AIDS
G	PAC-C	Principal Financial Group	4168857	$ 100,000.00	$ 720.00	Jul 01, 2009	Annual	AIDS
UL	HAU-J(1)	Reassure America (Valley Forge)	1000020096	$ 85,000.00	$ 295.56	Mar 15, 2009	Annual	AIDS
UL	RIC-O(1)	Phoenix	N00006860	$ 75,000.00	$ 165.00	Apr 08, 2009	Annual	AIDS
UL	STE-RI	Protective Life	H00321240	$ 100,000.00	$ 1,000.00	May 06, 2009	Annual	AIDS
UL	ANK-R	Genworth Financial	N02089106	$ 75,000.00	$ 3,009.00	Jun 10, 2009	Annual	AIDS
G-UL & G-T	LAW-J (484,000)	MetLife - Group/UL & Group/T (basic life)	96735-90364681308-0	$ 488,000.00	$ 74.30	Jan 11, 2009	[redacted]	AIDS
	STE-J	Western Southern Life	W73923	$ 100,000 00	$ 1,461.00	Jan 11, 2009	Annual	AIDS
UL	SAB-G	Protective Life	H00316214	$ 100,000.00	$ 511.56	May 15, 2009	Annual	AIDS
	MCK-J(3)	Conseco	010410794	$ 100,000.00	$ 437.00	May 28, 2009	Annual	AIDS
UL	KIM-A	William Penn	NYU0071401	$ 50,000.00	$ 516.00	Jan 19, 2009	Quarterly	AIDS
G - UL	SHI-T	Conneticut General Life	6125419	$ 140,000.00	[redacted]	Jan 01, 2010	Annual	AIDS
UL	LAN-S	United States Life Ins Co. in the City of NY	1185167L	$ 50,000.00	$ 148.00	May 12, 2009	Annual	AIDS
G - UL	PRO-D	Conneticut General Life	6172006	$ 160,000.00	[redacted]	Jan 01, 2010	Annual	AIDS
UL	ALI-R(2)	Texas Life	000848408	$ 50,000.00	$ 228.00	Aug 18, 2009	Annual	AIDS
T	BIE-J(2)	SBLI USA	600302675	$ 50,000.00	$ 531.50	Feb 27, 2009	Waiver	AIDS
T	ALO-G	State Farm	LF-1436-8321	$ 50,000.00	$ 255.00	Sep 08, 2009	Annual	Non-AIDs
UL	CAR-ED	Continental General Ins. Co.	92458700	$ 50,000.00	$ 271.00	Jul 09, 2009	Annual	AIDS
T	PET-A(2)	State Farm	LF-1528-9711	$ 50,000.00	$ 188.50	Mar 28, 2009	Annual	AIDS
T	WOO-P(1)	Columbian Mutual (Farmers & Traders)	0320280	$ 100,000.00	$ 1,232.00	Sep 09, 2009	Annual	AIDS
T	FIS-J	MetLife	972902540 A	$ 95,000.00	$ 287.10	May 15, 2009	Annual	AIDS
G-UL	DEG-J	CIGNA	6190201	$ 90,000.00	$ 465.48	Feb 01, 2009	Annual	AIDS
YRT	BUC-W(1)	Garden State Life	005245941	$ 75,000.00	$ 6,144.75	Feb 09, 2009	Annual	AIDS
T	DIL-B	RBC Business Mens Assurance	55020558	$ 75,000.00	$ 1,663.25	Jan 25, 2009	Annual	Non-AIDs
G-T	THO-W	Transamerica (Monumental Life Insurance Company)	200FY87024	$ 70,000.00	$ 716.50	Aug 13, 2009	Annual	AIDS
G-T	BUR-R(1)	Allstate Life Insurance Co/AHL	64402465 - Cert # 1111996022518	$ 50,000.00	$ 407.00	May 15, 2009	Annual	AIDS
G-T	BUR-R(2)	Allstate Life Insurance Co/AS	64403147, #N17-5955248	$ 50,000.00	$ 634.00	Jun 22, 2009	Annual	AIDS
T	BUS-D(1)	Transamerica Financial	200GI09881	$ 50,000.00	$ 626.00	Sep 11, 2009	Annual	AIDS
T	OUT-D(1)	ING	1300222	$ 50,000.00	$ 190.00	May 04, 2009	Annual	AIDS

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GT	STO-B	MetLife - Group/Term	33456 (customer #: 0033457) Claim#10098982491	$ 281,000.00	WAIVER	WAIVER	WAIVER	Non-Aids
T	SIM-L	Genworth Life and Annuity (First Colony)	1875527	$ 250,000.00	$ 12,000.00	Sep 29, 2009	Annual	Non-Aids
G-T	MON-M	MetLife (AFT)	MP300001, (ID#MONM 13164)	[redacted]	$ 200.77	May 01, 2009	SEMI-ANNUAL	
G-UL	MIL-H(1)	CIGNA	6124743	$ 146,000.00	$ 664.08	Jan 01, 2010	Annual	AIDS
	PRY-L	Minnesota Life	1-757-994	$ 125,000.00	$ 372.63	Nov 01, 2009	Annual	AIDS
	WAT-H	Primerica	0410983604	$ 125,000.00	$ 2,633.75	Dec 12, 2008	Annual	AIDS
WL	HOL-W(1)	Principal Financial Group	4 284 263	$ 118,366.00	$ 1,025.37	Dec 01, 2008	Annual	AIDS
WL	JOH-G	MetLife	973006457 A	$ 115,000.00	$ 1,260.15	Jun 01, 2009	Annual	AIDS
G	STA-D(1)	CIGNA	6154177	$ 113,000.00	$ 285.92	Jan 01, 2010	Annual	AIDS
WL	STA-D(5)	UNUM	LAL127989	$ 112,000.00	$ 1,306.36	Dec 28, 2009	Annual	AIDS
G	WAG-J	FEGLI	CSA 3732773	$ 109,180.00	$ 126.70	NA	Monthly	AIDS
WL	JAC-B	Standard Insurance Company (Protective Life)	SD0760555	$ 109,000.00	$ 1,362.17	Oct 02, 2009	Annual	AIDS
G	PRE-M	MetLife - Group/Term	29900, Claim#10004870141	$ 105,000.00	WAIVER	WAIVER	WAIVER	AIDS
G	WON-P	AIG	L01-0007173231-2	$ 105,000.00	$ 840.00	Oct 01, 2009	Annual	AIDS
WL	DAS-P(6)	Great West Life	04995095	$ 100,000.00	$ 2,431.00	Feb 01, 2009	Annual	AIDS
G-T	GAR-L(2)	AFBA	94762, Cert #1F0299	$ 100,000.00	$ 420.00	May 01, 2009	Annual	AIDS
WL	JAC-R	Unum Life Insurance Co. of America	LAL130121	$ 100,000.00	ET	ET	ET	AIDS
G-UL	STO-J	Mass Mutual	125R00914G, #6759	$ 100,000.00	$ 116.00	Apr 01, 2009	Annual	AIDS
	WEI-G	Hartford Life	LU1065294	$ 100,000.00	$ 482.40	Jan 01, 2010	Annual	AIDS
UL	COL-A(3)	AIG	PR000817L	$ 95,000.00	$ 550.00	Dec 25, 2009	Annual	AIDS
UL	EDM-J(1)	??Valley Forge (Southwestern Life Insurance Co.)	1000025008	$ 90,000.00	$ 411.00	Jan 05, 2009	Annual	AIDS
	YAT-M(3)	United Commerical Travellers	U0002500	$ 90,000.00	$ 495.66	Jun 01, 2009	Annual	AIDS
WL	BRE-T	Fort Dearborn Life	CG000611756	$ 89,000.00	$ 1,593.10	Dec 01, 2008	Annual	Non-AIDs
G-T	CRE-T	Standard Insurance Company/Group	00 615855	$ 80,000.00	$ 1,452.16	Jan 01, 2010	Annual	AIDS
	PIE-L	NEBCO	060014191	$ 80,000.00	$ 1,300.00	Jan 01, 2010	Annual	AIDS
T	BUC-W(2)	Primerica	0431052497	$ 75,000.00	$ 2,671.50	Jan 14, 2009	Annual	AIDS
WL	CAL-D	Guardian Life	3478736	$ 75,000.00	$ 1,000.00	Jan 04, 2009	Annual	AIDS
UL	CAR-C(1)	Allstate Life Insurance Co.	766 887 153	$ 75,000.00	$ 552.00	May 08, 2009	Annual	AIDS
	WES-K	MetLife	987305069 A	$ 75,000.00	$ 1,070.50	Jan 01, 2010	Annual	AIDS
G-UL	CON-C	CIGNA	6162767	$ 66,000.00	$ 332.64	Jan 01, 2010	Annual	AIDS
G-T	DYE-S	American National	M12036340	$ 65,200.00	$ 77.85	Jun 16, 2009	Waiver	AIDS
G	MAD-J	MetLife - Group/Term	G134036:5041000	$ 64,000.00	Waiver	Waiver	WAIVER	AIDS
WL	STA-A	United States Life Ins. Co. in the City of NY	500D81287C	$ 50,029.00	$ 394.21	Jan 16, 2009	Annual	AIDS
WL	BUC-W(3)	Allstate Life Insurance Co.	799 067 132	$ 50,000.00	$ 1,331.40	Feb 25, 2009	Quarterly	AIDS
UL	CRA-R	First Penn-Pacific (Lincoln Financial)	02-00353053	$ 50,000.00	$ 3,161.52	Jan 22, 2009	Semi Annual	Non-AIDs
UL	HER-A	AmerUs Life/AVIVA	10-0027075220	$ 50,000.00	$ 300.00	Nov 28, 2009	Annual	AIDS
WL	LEF-M	Allianz Life Insurance Company of North America	30494-238	$ 50,000.00	$ 1,318.50	Sep 01, 2009	Annual	AIDS
	MCG-K	State Farm	LF-1562-3397	$ 50,000.00	$ 552.50	Oct 10, 2009	Annual	AIDS
G-T	MIL-L	MetLife (AFT)	G-076:MP300011 (ID#MILL50680A-0034)	$ 50,000.00	$ 60.00	May 01, 2009	SEMI-ANNUAL	
	PAG-N	Guardian Life	3405875	$ 50,000.00	$ 628.10	Dec 16, 2008	Annual	AIDS
	RID-V	Protective Life Insurance Company	FK1723452	$ 50,000.00	$ 2,828.50	Dec 27, 2009	Annual	Non-AIDS
G	ROM-J(3)	Colonial Life	8120971110	$ 50,000.00	$ 480.00	Nov 10, 2009	Annual	AIDS
UL	WIL-V(2)	Transamerica	765051960	$ 49,915.00	$ 780.00	Dec 15, 2009	CV Annual	AIDS

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UL	DAV-A	Transamerica Life Ins. Co.(Life Investors Ins. Co. of America (Academy Life))	011995935	$ 49,849.00	$ 520.00	Jan 16, 2009	Annual	AIDS
	MCG-D	Midland National	15S8690424	$ 49,500.00	$ 623.12	May 20, 2009	Annual	Non-Aids
GT	WIL-W	MetLife - Group/Term	146300	$ 49,000.00	$ 703.26	Jun 30, 2031	WAIVER	AIDS
WL	CAR-B	First Unum	LNL604891	$ 48,000.00	$ 732.60	Nov 01, 2009	Annual	AIDS
G	MOY-J	Provident Life & Accident - Group	33328; #08D5281207	$ 47,269.00	$ 520.00	Aug 01, 2009	Annual	AIDS
	WIL-V(1)	First Unum (William Penn Life Ins. Co.)	6103918720	$ 47,144.00	$ 600.00	Apr 11, 2009	Annual	AIDS
WL	COR-C	Canada Life (First Great West Life)	US2652304	$ 47,000.00	$ 664.89	Jun 01, 2009	Annual	AIDS
G-UL	KAU-L(1)	CIGNA	6173609	$ 47,000.00	$ 210.48	Jan 01, 2009	Annual	AIDS
T	JON-B	Protective Life	PL0416332	$ 46,667.00	$ 153.13	Jun 15, 2009	Annual	AIDS
	MAJ-W	Guardian Life	3683328	$ 46,000.00	$ 720.16	Apr 02, 2009	Annual	AIDS
WL	SMI-S	Hartford Life	LL1564911	$ 46,000.00	$ 990.98	Mar 03, 2009	Annual	AIDS
WL	HAR-R	Prudential Financial	77 895 708	$ 45,418.00	$ 899.77	Apr 05, 2009	Annual	AIDS
WL	BRA-K(2)	Provident Life & Accident	G3554234	$ 45,000.00	$ 714.80	Nov 11, 2009	Annual	AIDS
WL	JAC-A	New York Life	45 800 088	$ 45,000.00	$ 402.25	May 14, 2009	Annual	AIDS
UL	JAM-K(2)	Kansas City Life	2350746	$ 45,000.00	$ 5,391.60	Jun 27, 2009	Annual	Non-AIDs
WL	OCH-R	New York Life	45 855 167	$ 45,000.00	$ 631.30	Jun 06, 2009	Annual	AIDS
	STA-D(2)	Lincoln Financial Group (Connecticut General Life)	7051872	$ 45,000.00	$ 673.80	Jun 28, 2009	Annual	AIDS
UL	AGU-J(2)	Equitable Life	24608632	$ 44,500.00	$ 312.00	May 01, 2009	Annual	AIDS
	PEN-A(2)	Hartford Life	LL1779715	$ 44,000.00	$ 718.52	Nov 21, 2009	Annual	AIDS
G	MER-M(2)	American Ins. Administrators	A-900 723, #012-140031	$ 42,500.00	$ 697.52	Aug 15, 2009	WAIVER	AIDS
	PLU-B	Life Insurance Co. of North America	CWL2000 (Cert #60015751)	$ 42,000.00	$ 760.24	Mar 01, 2009	Annual	AIDS
	ROU-T	Provident Life and Casualty Ins. Co. (Paul Revere/Unum)	B3333597	$ 42,000.00	$ 369.86	May 14, 2009	Annual	AIDS
	VIT-A	Conneticut General Life	090010001	$ 42,000.00	$ 923.22	Oct 13, 2009	Annual	AIDS
	TAY-W(7)	Liberty Life Assurance Company of Boston	39715028NA3	$ 41,714.67	$ 565.80	Aug 08, 2009	Annual	AIDS
T	PAL-T	Lincoln Financial Group	7062788	$ 41,000.00	$ 796.57	Feb 02, 2009	Annual	AIDS
UL	BEN-N(2)	AIG	L97100571	$ 40,000.00	$ 350.00	Jul 11, 2009	Annual	AIDS
WL	DOB-T	Aetna	N39107570	$ 40,000.00	$ 589.80	Nov 25, 2009	Annual	AIDS
G-UL	HAY-R	Marsh@Work Solutions (Connecticut General Life)	62128UL, #0405866	$ 40,000.00	$ 255.36	Jul 01, 2009	Annual	AIDS
WL	KAS-M(4)	New York Life	46 100 647	$ 40,000.00	$ 594.80	Aug 06, 2009	Annual	AIDS
GT	MCC-J	Life Insurance Co. of North America (Nebco)	VTM4324, # VTLX 00020532	$ 40,000.00	$ 348.25	Jan 01, 2010	Annual	AIDS
T	SEW-J(6)	Jackson National (Life Ins. Co. of Georgia)	0003924411 (L1-00-0392-4411)	$ 40,000.00	$ 398.80	Oct 01, 2009	Annual	AIDS
	SOT-H	MetLife	983006467 A	$ 40,000.00	$ 605.20	Jun 27, 2009	Annual	AIDS
	TAY-W(3)	MetLife	976613180 A	$ 40,000.00	$ 696.60	Jun 11, 2009	Annual	AIDS
WL	TAY-W(2)	New York Life	46 092 760	$ 40,000.00	$ 665.20	Jul 21, 2009	Annual	AIDS
WL	TAY-W(5)	Northwestern Mutual	14310856	$ 40,000.00	$ 741.20	Jul 21, 2009	Annual	AIDS
WL	TAY-W(4)	Mass Mutual Financial Group	11520944	$ 40,000.00	$ 674.00	Aug 01, 2009	Annual	AIDS
	TAY-W(6)	United of Omaha	UA7119283	$ 40,000.00	$ 714.80	Aug 09, 2009	Annual	AIDS
	TEM-F(2)	AIG	2405166L	$ 40,000.00	$ 307.80	Nov 15, 2009	Annual	AIDS
G	VIG-J	Knights of Columbus	0101123337	$ 40,000.00	$ 457.20	Feb 02, 2009	Annual	AIDS
T	MET-M	Principal Financial Group	4 518 229	$ 37,851.00	$ 1,463.04	Oct 01, 2009	Annual	AIDS
WL	CAL-J(3)	Hartford Life	LL1566737	$ 37,500.00	$ 935.89	Dec 14, 2008	Annual	AIDS
	TSH-B	Guardian Life	3646655	$ 37,000.00	$ 553.30	Mar 04, 2009	Annual	AIDS
T	DAS-P(1)	Kansas City Life	2516174	$ 36,000.00	$ 317.64	Nov 28, 2009	Annual	AIDS
	OWE-S	Ozark National Life	0512391	$ 35,212.00	$ 202.04	Mar 12, 2009	Annual	AIDS

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WL	ANT-M(1)	Washington National Insurance Company (Conseco)	PL9651326	$ 35,000.00	$ 390.25	Nov 21, 2009	Annual	AIDS
WL	BET-B(1)	Washington National Insurance Company (Conseco)	PL9615879	$ 35,000.00	$ 383.30	Apr 25, 2009	Annual	AIDS
WL	COL-W(4)	Security Life Ins. Co of Am	1666270	$ 35,000.00	$ 762.64	Dec 01, 2008	Annual	AIDS
WL	LIL-J(4)	Washington National Insurance Company (Conseco)	PL9654182	$ 35,000.00	$ 300.65	Dec 11, 2008	Annual	AIDS
	MAR-C(3)	MetLife of Connecticut	U7346492	$ 35,000.00	$ 336.00	Dec 11, 2008	Annual	AIDS
G	PAT-C	Guardian Life	G140283	$ 35,000.00	WAIVER	Oct 01, 2009	WAIVER	AIDS
	ROM-J(5)	Washington National Insurance Company	90 PL9630706	$ 35,000.00	$ 523.60	Jun 15, 2009	Annual	AIDS
	TEM-F(1)	Security Life Insurance Company of America	9204538	$ 35,000.00	$ 507.85	Mar 12, 2009	Annual	AIDS
WL	TEM-F(5)	Conseco (Washington National Insurance Company)	PL9614946	$ 35,000.00	$ 336.35	Apr 09, 2009	Annual	AIDS
	TEV-T(4)	Washington National Insurance Company	PL9609152	$ 35,000.00	$ 537.95	Jan 29, 2009	Annual	AIDS
G	WIL-TE	CIGNA	6176844	$ 35,000.00	$ 138.24	Jan 01, 2010	Annual	AIDS
WL	COL-W(2)	Northwestern Mutual	6603751	$ 33,800.00	$ 154.60	Nov 06, 2009	Annual	AIDS
WL	CIA-E	Mutual of America	0100091015	$ 33,100.00	$ 463.73	Nov 01, 2009	Annual	AIDS
WL	FUR-M	ING/Reliastar	00912778	$ 33,000.00	$ 971.36	Apr 01, 2009	Annual	AIDS
UL	SIM-J	ING	TBL547885	$ 31,400.00	$ 328.64	Jan 01, 2010	Annual	AIDS
WL	HEN-E	Provident Life & Accident	B3325249	$ 30,000.00	$ 416.00	Jan 02, 2010	Annual	AIDS
WL	JON-S	Phoenix	2, 768, 731	$ 30,000.00	$ 433.70	May 01, 2009	Annual	AIDS
WL	KIR-T	Guardian Life	5061024	$ 30,000.00	$ 380.95	Jan 30, 2009	Annual	AIDS
WL	MAR-C(2)	New York Life	45 942 501	$ 30,000.00	$ 537.10	Dec 24, 2009	Annual	AIDS
G	MCD-M	UNUM	034428355, #2118227	$ 30,000.00	$ 385.65	Jan 01, 2010	Annual	AIDS
	NEV-S	American United Life	1618335560	$ 30,000.00	$ 676.20	Jan 01, 2010	Annual	AIDS
UL	PIE-I	MetLife	876831714 UL	$ 30,000.00	$ 298.80	Nov 01, 2009	Annual	AIDS
G-T	KUZ-J (54,448)	MetLife - Group/Term	84967	$ 29,200.00	Waiver	Waiver	Waiver	AIDS
G-T	CAL-S	Unum Provident	452200-001	$ 29,000.00	Waiver	Jun 01, 2010	Waiver	AIDS
G-T	DAI-R	Unum Provident	500902	$ 29,000.00	waiver	Dec 15, 2008	Waiver	AIDS
G	FOW-J	FEGLI	CSA 3525853	$ 27,500.00	$ 25.20	April, 2009	Quarterly	Non-AIDs
WL	BLE-J (3)	AXA Equitable Life	82 475 358	$ 27,128.00	$ 367.50	Dec 20, 2008	Annual	AIDS
	SUM-J	Lincoln Financial Group	10-04244159	$ 27,000.00	$ 540.05	Jul 01, 2009	Annual	AIDS
ET	MUR-JE	Prudential Financial	79 339 010	$ 26,931.76	ET	ET	ET	AIDS
WL	BOG-J	One America (American United Life)	1618551100	$ 26,000.00	$ 354.90	May 01, 2009	Annual	AIDS
WL	MUR-JA	ING/Reliastar	190188	$ 26,000.00	$ 168.68	Aug 11, 2009	Annual	AIDS
WL	ALL-B	Allianz	02606960	$ 25,000.00	$ 743.47	Feb 20, 2009	Annual	AIDS
WL	ANT-M(2)	United Commercial Travelers	F0009007	$ 25,000.00	$ 306.50	Jun 01, 2009	Annual	AIDS
WL	BAI-J (20,000)	Unity Life	020821140 and 020821140U	$ 25,000.00	$ 312.00	Mar 01, 2009	Annual	AIDS
WL	BAK-J(3)	Western & Southern Life	44402294	[redacted]	$ 1,155.25	Feb 15, 2009	Annual	AIDS
WL	BEC-E(2)	Physicians Life	061-212-472-5	$ 25,000.00	$ 219.45	Oct 25, 2009	Annual	AIDS
WL	BLE-J (2)	AXA Equitable Life	85 052 168	$ 25,000.00	$ 391.50	Jul 10, 2009	Annual	AIDS
WL	BUT-C(1)	United States Life Ins. Co. in the City of NY	5007736010	$ 25,000.00	$ 254.75	Nov 01, 2009	Annual	AIDS
WL	BUT-C(2)	United States Life Ins. Co. in the City of NY	5009166910	$ 25,000.00	$ 268.50	Nov 01, 2009	Annual	AIDS
G-T	CAL-J(1)	AIG	MM6612930	$ 25,000.00	$ 266.50	May 01, 2009	Annual	AIDS
T	CAS-B	AIG	9545400012	$ 25,000.00	$ 288.00	May 01, 2009	Annual	AIDS
WL	CHA-R	Washington National Insurance Company (Conseco)	PL9601172	$ 25,000.00	$ 1,002.75	May 14, 2009	Annual	Non-AIDs
WL	COL-W(5)	Allianz	02606952	$ 25,000.00	$ 617.75	Sep 20, 2009	Annual	AIDS
T	DAV-DO	Prudential Financial	79 677 928	$ 25,000.00	$ 900.25	Dec 20, 2008	Annual	Non-AIDs

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WL	DEY-W	SBLI USA	240115607	$	25,000.00	$	357.00	Jul 19, 2009	Annual	AIDS
WL	DIL-J(1)	Columbia Universal	74801	$	25,000.00	$	368.50	Jul 28, 2009	Annual	AIDS
T	DUK-K	State Farm	LF-1529-0757	$	25,000.00	$	144.00	Apr 18, 2009	Annual	AIDS
UL	ESP-A	Mutual of Omaha (Companion)	2666651	$	25,000.00	$	211.80	Jan 15, 2009	Annual	AIDS
G-T	FER-R(2)	State Farm	LF-1272-3385	$	25,000.00	$	166.25	Feb 22, 2009	Annual	AIDS
WL	GOO-G(1) ~ (25,121)	New York Life	44 847 564, Client ID # 018-367-161	$	25,000.00	$	389.25	May 01, 2009	Annual	AIDS
WL	GOO-G(2)	New York Life	45 243 568, Client ID # 018-367-161	$	25,000.00	$	363.75	Sep 01, 2009	Annual	AIDS
WL	HAD-K(1)	Allianz	02577534	$	25,000.00	$	852.00	Dec 05, 2008	Annual	AIDS
WL	HAD-K(4)	Western & Southern Life	44402293	$	25,000.00	$	1,380.00	Sep 15, 2009	Annual	AIDS
WL	HOD-J(1)	MetLife	968300927 A	$	25,000.00	$	509.25	Nov 01, 2009	Annual	AIDS
T	HOG-A	United of Omaha	5751553	$	25,000.00	$	91.00	Mar 05, 2009	Annual	AIDS
WL	JON-M	Conseco	0070178670	$	25,000.00	$	603.00	Feb 01, 2009	Annual	AIDS
WL	KEI-T(1)	Great American	AA9707091	$	25,000.00	$	300.75	Aug 06, 2009	Annual	AIDS
WL	KIR-R	Western & Southern Life	44797910	$	25,000.00	$	1,125.00	Jan 05, 2009	Annual	AIDS
UL	LAM-W(2) ~ (268,626)	Pacific Life	1A21174900	$	25,000.00	$	586.50	Apr 06, 2009	Annual	AIDS
	MAR-C(1)	Allstate Life Insurance Co.	755 907 387	$	25,000.00	$	134.75	Oct 11, 2009	Annual	AIDS
G	MCM-W	UNUM	515726	$	25,000.00	WAIVER		WAIVER	WAIVER	AIDS
	MET-M(2)	Allstate Life Insurance Co.	718 881 577	$	25,000.00	$	116.00	Oct 18, 2009	Annual	AIDS
G	MOR-JO	AARP (New York Life)	A0230778	$	25,000.00	$	654.00	Jun 21, 2009	Annual	AIDS
T	OM-T	State Farm	LF-1529-9645	$	25,000.00	$	109.25	Mar 24, 2009	Annual	AIDS
	ONE-T	MetLife	976703666 UL	$	25,000.00	$	1,644.00	May 28, 2009	Annual	Non-Aids
	ONE-M	MetLife	880661564 A	$	25,000.00	$	801.75	Jun 04, 2009	Annual	AIDS
	PIM-R(1)	ING/Reliastar	00678714-6	$	25,000.00	$	417.50	Sep 23, 2009	Annual	AIDS
	SIM-C	Assurant Employee Benefits	00660412	$	25,000.00	$	540.00	Jun 01, 2009	Annual	AIDS
	TEV-T(2)	Erie Family Life	369794	$	25,000.00	$	384.00	Mar 02, 2009	Annual	AIDS
	TEV-T(5)	United of Omaha	6417013	$	25,000.00	$	446.75	Mar 09, 2009	Annual	AIDS
	TEV-T(3)	National Guardian Life	0446349	$	25,000.00	$	551.76	Oct 07, 2009	WAIVER	AIDS
	VOY-T(2)	MetLife	916411853 A	$	25,000.00	$	277.50	Apr 25, 2009	Annual	AIDS
WL	VOY-T(1)	MetLife	956606840 A	$	25,000.00	$	306.25	Jun 01, 2009	Annual	AIDS
	WAR-R	State Farm	LF-1448-0140	$	25,000.00	$	401.25	Nov 21, 2009	Annual	AIDS
WL	WIL-K	Aetna	N38963510	$	25,000.00	$	340.50	Jul 08, 2009	Annual	AIDS
	WIL-B(3)	AIG	6319034	$	25,000.00	$	334.00	Jan 19, 2009	Annual	AIDS
WL	MOL-I	Prudential Financial	64170085	$	24,360.46	$	882.00	Jan 15, 2011	WAIVER	AIDS
G-T	HAR-S	UNUM Provident	392875	$	24,000.00	WAIVER		Waiver	Waiver	AIDS
UL	HOD-J(4)	Lincoln National Life Ins. Co.	JC5273332	$	24,000.00	$	3,641.37	Jan 17, 2009	Annual	AIDS
	NEW-T	UNUM	522114 (LAL132013)	$	24,000.00	WAIVER		na	WAIVER	AIDS
WL	AGT-M	John Hancock	067218559	$	23,000.00	$	380.00	Oct 19, 2009	Annual	AIDS
G	COL-G	FEGLI	CSA 8081127	$	23,000.00	$	66.25	Feb 02, 2009	Monthly	AIDS
WL	ALI-N	First Unum	LNL805147	$	22,960.00	$	303.15	Jan 28, 2009	Annual	AIDS
G-WL	LAM-R	ACACIA Life Insurance Co	4271215651	$	20,110.58	$	422.25	Sep 01, 2009	Annual	AIDS
WL	BEC-E(1)	ING/Reliastar	0091277-8, #5507	$	20,000.00	$	504.20	Jan 01, 2010	Annual	AIDS
WL	BLE-J (1) ~ (30,000)	SBLI USA	440302563	$	20,000.00	$	290.80	Jun 15, 2009	Annual	AIDS
WL	CAR-G	Monumental Life (Peoples Benefit)	010LA31136	$	20,000.00	$	471.60	Nov 11, 2009	Annual	AIDS
WL	DIL-J(2)	Reassure America	4577371	$	20,000.00	$	457.80	Jul 28, 2009	Annual	AIDS
WL	EDM-J(6)	Reassure America (formerly Guarantee Reserve Reassurance America)	4589632	$	20,000.00	$	541.80	Aug 20, 2009	Annual	AIDS
T	GIL-C(1)	Physicians Life	082-561-071	$	20,000.00	$	168.30	Feb 24, 2009	Annual	AIDS
T	HIN-L(2) ~ (15,000)	Globe Life	00C293640	$	20,000.00	$	399.00	Apr 20, 2009	Annual	AIDS
G-T	JOH-H	MetLife - Group/Term	29693 (Claim # 10094620481)	$	20,000.00	$	362.00	Sep 30, 2009	Waiver	AIDS
WL	KAS-M(5)	Reassure America	4531118	$	20,000.00	$	529.80	Aug 25, 2009	Annual	AIDS

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Exhibit A

T	KOV-K(2)	United States Life Ins Co in the City of NY	5M69381420	$ 20,000.00	$ 556.66	May 01, 2008	Annual	AIDS
WL	LAF-J(3)	Assurant Employee Benefits	00651112	$ 20,000.00	$ 268.80	Oct 08, 2009	Annual	AIDS
	MAI-L	United of Omaha	AAA-7113224	$ 20,000.00	$ 1,056.00	Nov 28, 2009	Annual	AIDS
W	OST-K	MetLife	804352639 A	$ 20,000.00	$ 226.80	Mar 17, 2009	Annual	AIDS
T	PAL-A	Gerber Life	02710160	$ 20,000.00	$ 427.59	Feb 15, 2009	Annual	AIDS
	SUA-J	UNUM	LAL128812	$ 20,000.00	$ 223.00	Jul 01, 2009	Annual	AIDS
	VID-K	New Era Life	0400960456	$ 20,000.00	$ 401.00	Apr 01, 2009	Annual	AIDS
	WAR-J	Physicians Life	082-866-718	$ 20,000.00	$ 124.30	Dec 19, 2008	Annual	AIDS
	WAS-D	UNUM	LAL126445	$ 20,000.00	$ 326.00	Dec 25, 2009	Annual	AIDS
	WIL-B(8)	Monumental	AE0321216	$ 20,000.00	$ 302.40	Jan 15, 2009	Annual	AIDS
	WIL-B(1)	Jackson National	0026537510	$ 20,000.00	$ 305.00	Aug 17, 2009	Annual	AIDS
W	WIL-S(2)	Gerber Life	01131011	$ 20,000.00	$ 352.00	Feb 26, 2009	Annual	AIDS
GT	WIL-S(1)	Gerber Life	06651517	$ 20,000.00	$ 145.20	Jul 25, 2009	Annual	AIDS
T	WIL-S(3)	Gerber Life	06984287	$ 20,000.00	$ 114.40	Aug 23, 2009	Annual	AIDS
	YAT-M(4)	Physicians Life	082-904-972	$ 20,000.00	$ 162.80	Apr 25, 2009	Annual	AIDS
WL	BRO-GA	First UNUM	LNL805347	$ 19,000.00	$ 234.07	Dec 02, 2008	Annual	AIDS
WL	HOD-J(2)	Fort Dearborn Life	CG000616464	$ 19,000.00	$ 608.19	Feb 01, 2009	Annual	AIDS
UL	GUI-D	Trustmark Insurance Company	NH6596	$ 15,934.00	$ 251.16	Jul 01, 2009	Annual	Non-AIDs
T	AND-A(1)	Globe Life	00D547831	$ 15,000.00	$ 301.00	Dec 06, 2008	Annual	AIDS
T	BRO-K	Globe Life	00C313812	$ 15,000.00	$ 295.00	Jan 01, 2010	Annual	AIDS
WL	BUT-P	MetLife	850562046 A	$ 15,000.00	$ 309.45	May 06, 2009	Annual	AIDS
G	COL-B	Unum Provident	00348937	$ 15,000.00	ET	Jul 27, 2027	ET	AIDS
T	EDG-B(2)	Guarantee Trust Life (Sagicor)	MMT0503346	$ 15,000.00	$ 165.00	Aug 15, 2009	Annual	AIDS
WL	EDM-J(3)	Security Life Ins. Co of Am	9109877	$ 15,000.00	$ 450.00	May 15, 2009	Annual	AIDS
WL	EDM-J(5)	Citizens Security	1007383	$ 15,000.00	$ 400.20	Aug 02, 2009	Annual	AIDS
WL	EDM-J(7)	Reassure America (Valley Forge)	E000026610	$ 15,000.00	$ 303.80	Sep 03, 2009	Annual	AIDS
WL	GIL-C(2)	Physicians Life	082-561-079	$ 15,000.00	$ 275.00	Feb 23, 2009	Annual	AIDS
WL	HAR-J	State Farm	LF-1364-8010	$ 15,000.00	$ 327.00	Jul 01, 2009	Annual	Non-AIDs
WL	HIN-L(1)	Globe Life	00B074905	$ 15,000.00	$ 172.80	Apr 20, 2009	Annual	AIDS
WL	LIL-J(3)	Security Life Ins. Co of Am	9177122	$ 15,000.00	$ 360.00	Sep 15, 2009	Annual	AIDS
	MAS-E	Fort Dearborn Life	CF 0000616070	$ 15,000.00	$ 199.10	Jul 01, 2009	Annual	AIDS
	NEG-G(1)	Fort Dearborn Life	CF0000627020	$ 15,000.00	$ 255.35	Jan 01, 2010	Annual	AIDS
W	NYM-D	Manhattan National Life	04 DD9607230	$ 15,000.00	$ 170.60	Jun 17, 2009	Annual	Non-Aids
WL	OUS-D(3)	Monumental	CP7126947	$ 15,000.00	$ 316.10	Jan 21, 2009	Annual	AIDS
	OUS-D(1)	Monumental	CP5013677	$ 15,000.00	$ 303.05	Oct 18, 2009	Annual	AIDS
	PEL-C	American General	0001827162	$ 15,000.00	$ 214.75	Jan 28, 2009	Annual	AIDS
WL	RHO-P	Security Life Insurance Company of America	9162322	$ 15,000.00	$ 464.99	Jul 24, 2009	Annual	AIDS
	RIC-G	Physicians Life	082-475-137	$ 15,000.00	$ 233.75	Sep 04, 2009	Annual	AIDS
	SOL-K	Globe Life	00C842101	$ 15,000.00	$ 225.00	Jul 24, 2009	Annual	AIDS
	VIL-A	Security Life Insurance Company of America	9134297	$ 15,000.00	$ 525.00	Nov 01, 2009	Annual	AIDS
WL	HAR-RO	TIAA Cref (Teacher's Life & Annuity)	05014785	$ 14,000.00	$ 593.32	Aug 01, 2009	Annual	AIDS
	MEY-J	Penn Mutual	5 962 231	$ 14,000.00	$ 138.30	Mar 02, 2009	Annual	AIDS
WL	HEI-L	AXA Equitable Life	92 058 195	$ 13,642.00	$ 336.78	Dec 02, 2008	Annual	AIDS
G-UL	HOD-J(3)	Mony Life Insurance Co	B20133822	$ 13,586.00	$ 260.04	Mar 01, 2009	Annual	AIDS
WL	BEN-N(1)	MetLife	977006493M	$ 13,224.00	$ 219.88	Oct 20, 2009	Annual	AIDS
WL	LAU-D	MetLife	977006589M	$ 13,224.00	$ 219.88	Oct 20, 2009	Annual	AIDS
WL	COL-W(1)	Northwestern Mutual	12773786	$ 12,078.00	$ 197.80	Nov 06, 2009	Annual	AIDS
UL	SCH-R	Prudential Financial	77 766 449	$ 12,000.00	$ 264.64	Apr 01, 2009	Annual	AIDS
G-T	LAU-DA	MetLife	750 463 836 A	$ 11,297.00	ET	ET	ET	AIDS
WL	GAR-T(1)	Prudential Financial	72 983 096	$ 10,908.00	$ 395.76	Jun 07, 2009	Annual	AIDS
WL	ZDA-G(1)	Transamerica	41181633	$ 10,395.00	$ 285.90	Jun 06, 2009	Annual	AIDS
G	SCH-J	Veterans Life (merged with Stonebridge Life)	400ZB66219	$ 10,216.00	$ 247.75	Mar 24, 2009	Annual	AIDS

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Exhibit A

G-WL	ARE-F(1)	Assurant Employee Benefits	651255	$ 10,000.00	$ 162.60	Mar 21, 2009	Annual	AIDS
G-T	BAI-C	United Health Care (Pacific Life)	16095-73436	$ 10,000.00	WAIVER	Jul 01, 2009	Waiver	AIDS
T	BEC-M(3)	Globe Life	00D826228	$ 10,000.00	$ 228.00	Dec 17, 2008	Annual	AIDS
WL	BLA-M	Physicians Life	082-963-260-3 #20	$ 10,000.00	$ 181.50	Aug 05, 2009	Annual	AIDS
WL	BLE-J (1.5)	SBU USA	440004790	$ 10,000.00	$ 108.90	Jun 15, 2009	Annual	AIDS
T	BON-D	Globe Life	00C006876	$ 10,000.00	$ 205.00	Jul 01, 2009	Annual	AIDS
T	BRU-M	Globe Life	00B499817	$ 10,000.00	$ 205.00	Jul 26, 2009	Annual	AIDS
WL	CAL-C	American National	M12522551	$ 10,000.00	$ 114.90	May 03, 2009	Annual	AIDS
WL	CAR-C	Gerber Life	00007030	$ 10,000.00	$ 211.20	Aug 23, 2009	Annual	AIDS
WL	DEJ-A(2)	MetLife	976103006 M	$ 10,000.00	$ 198.31	Jan 13, 2009	Annual	AIDS
WL	DEJ-A(1)	MetLife	966402078 M	$ 10,000.00	$ 194.01	Apr 01, 2009	Annual	AIDS
T	DES-G(2)	Globe Life	00C948601	$ 10,000.00	$ 210.00	Feb 03, 2009	Annual	AIDS
WL-EXT TERM	DUE-C	American National	12630629	$ 10,000.00	ET	Jan 01, 2017	ET	AIDS
WL	EDG-B(1)	Guarantee Trust Life (Sagicor)	MMC0004771	$ 10,000.00	$ 136.70	Dec 08, 2008	Annual	AIDS
T	EDG-B(3)	Globe Life	00-C591774	$ 10,000.00	$ 204.00	Feb 21, 2009	Annual	AIDS
WL-EXT TERM	GAR-T(2)	Prudential Financial	71 719 912	$ 10,000.00	$ 299.00	ET	ET	AIDS
WL	GIL-C(3)	First United American Life	37-1746522	$ 10,000.00	$ 155.60	Mar 04, 2009	Annual	AIDS
WL	GRA-B	Colonial Penn (Conseco)	M960044561	$ 10,000.00	$ 349.20	May 15, 2009	Annual	Non-AIDs
WL	GUE-C	First United American Life	371728778	$ 10,000.00	$ 130.60	Jul 20, 2009	Annual	AIDS
WL	HAR-K	Physicians Life	083-065-995	$ 10,000.00	$ 159 50	Nov 17, 2009	Annual	AIDS
WL	HOD-J(5)	Standard Insurance Company (Protective Life)	SD07593750	$ 10,000.00	$ 342 50	Aug 26, 2009	Annual	AIDS
WL	JEM-Z	Globe Life	00C088642	$ 10,000.00	$ 163.90	Apr 12, 2009	Annual	AIDS
T	KAS-M(1)	Globe Life	00D588539	$ 10,000.00	$ 205.00	Apr 28, 2009	Annual	AIDS
WL-EXT TERM	KEN-C	Globe Life	009456284	$ 10,000.00	ET	ET	ET	AIDS
WL	LEE-V	United Ins Co of America	6020598430	$ 10,000.00	$ 187.80	Nov 16, 2009	Annual	Non-Aids
WL	LEW-F	Lincoln Heritage	04-0000593178	$ 10,000.00	$ 404.20	Sep 05, 2009	Annual	AIDS
T	LIT-C	Globe Life	00D548447	$ 10,000.00	$ 229.00	Aug 10, 2009	Annual	AIDS
WL	MCC-S	First United American Life	37 1712786	$ 10,000.00	$ 40.00	Sep 04, 2009	Annual	AIDS
W	MCW-A	Gerber Life	05187764	$ 10,000.00	$ 144.10	Mar 17, 2009	Annual	AIDS
WL	MER-M(1)	Stonebridge Life	72L3921486	$ 10,000.00	$ 218.90	Feb 25, 2009	Annual	AIDS
WL	MOT-M	First United American Life	371728854	$ 10,000.00	$ 205.60	Oct 21, 2009	Annual	AIDS
WL	MUL-M(4)	Reassure America (Valley Forge)	E000028498	$ 10,000.00	$ 314.30	Feb 09, 2009	Annual	AIDS
T	NEG-G(2)	Globe Life	00D840020	$ 10,000.00	$ 130.00	Mar 25, 2009	Annual	AIDS
G	NOR-C(1)	American Ins. Administrators	A-900 724, #105-150343	$ 10,000.00	$ 205.00	Aug 15, 2009	Annual	AIDS
	ROB-D	Liberty Life	009407156	$ 10,000.00	$ 249.23	Oct 01, 2009	Annual	AIDS
T	SAV-L(3)	Globe Life	00D851888	$ 10,000.00	$ 204.00	Feb 28, 2009	Annual	AIDS
WL	SEA-G	First United American Life	371736460	$ 10,000.00	$ 147.20	Apr 28, 2009	Annual	AIDS
	STA-D(4)	Reassure America	4635742	$ 10,000.00	$ 264.40	Mar 21, 2009	Annual	AIDS
	STR-S(2)	United States Life Ins. Co. in the City of NY	1130746L	$ 10,000.00	$ 96.00	Sep 27, 2009	Annual	AIDS
	WIL-B(4)	AIG	D0089367	$ 10,000.00	$ 132.70	Jul 28, 2009	Annual	AIDS
WL	WIL-B(7)	AIG	0123345910	$ 10,000.00	$ 279.60	Nov 24, 2009	Annual	AIDS
WL	HAL-E(3)	Reassure America	7406299	$ 7,011.00	$ 221.69	Jan 02, 2010	Annual	AIDS
T	SCH-B	AARP (New York Life)	A0205056	$ 7,000.00	$ 345.60	Apr 16, 2009	Annual	Non-Aids
WL	LIV-L	Columbian Mutual	G110179177	$ 6,410.00	$ 180.00	Aug 16, 2009	Annual	AIDS
UL	COU-F(2)	Allianz	002780155	$ 6,250.00	$ 140.00	Waiver	Waiver: Semi-Annual	AIDS
WL	HAL-E(1)	Reassure America	7271798	$ 6,080.00	$ 221.66	Jan 02, 2010	Annual	AIDS
WL	HAL-E(2)	Reassure America	7265222	$ 6,000.00	$ 174.00	Dec 04, 2009	Annual	AIDS
WL	HUN-J(1)	Physicians Life	081-424-073	$ 5,000.00	$ 187.00	Oct 04, 2009	Annual	AIDS
WL	JOH-G(1)	Country Life	001324885	$ 5,000.00	$ 88.65	Mar 09, 2009	Annual	AIDS

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WL	JOH-G(2)	Country Life	001530943	$ 5,000.00	$ 124.00	Mar 09, 2009	Annual	AIDS
	PER-M	MetLife	830365334 A	$ 5,000.00	$ 72.90	Mar 14, 2009	Annual	AIDS
WL	SOU-R	Equitable Life	93031905	$ 5,000.00	$ 160.30	Jun 28, 2009	Annual	AIDS
WL	HUN-J(2)	Physicians Life	081-467-535	$ 3,000.00	$ 116.60	Oct 03, 2009	Annual	AIDS
YRT	CAR-W	Allstate Life Insurance Co	LEE 021 477	$ 243.00	NA	NA	NA	AIDS

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Seller's Initials

EXHIBIT B
TO
POLICY PURCHASE AGREEMENT

PREMIUM PAYMENT SCHEDULE

(SEE ATTACHED)

Exhibit B

	Policy Name (Viator Code)	Insurance Company	Policy #	Premium Amount	Premium Due Date	Premium Mode	Premium Amounts Due: 10/15/08 - 12/31/08
96	COO-T(1)	John Hancock	67169449	$ 202.00	Oct 17, 2008	Annual	$ 202.00
97	MET-M(2)	Allstate Life Insurance Co.	718 881 577	$ 116.00	Oct 18, 2008	Annual	$ 116.00
98	OUS-D(1)	Monumental	CP5013677	$ 303.05	Oct 18, 2008	Annual	$ 303.05
99	AGT-M	John Hancock	67218559	$ 380.00	Oct 19, 2008	Annual	$ 380.00
100	KIM-A	William Penn	NYU0071401	$ 1,283.00	Oct 19, 2008	CV: Annual	
101	LIG-J	United of Omaha	UA7160866	$ 794.94	Oct 19, 2008	Annual	$ 794.94
102	BEN-N(1)	MetLife	977006493M	$ 219.88	Oct 20, 2008	Annual	$ 219.88
103	LAU-D	MetLife	977006589M	$ 219.88	Oct 20, 2008	Annual	$ 219.88
104	LIL-J(1)	Madison National Life(Standard Life Ins Co of Indiana)	0200181990	$ 715.50	Oct 21, 2008	Annual	$ 715.50
105	MOT-M	First United American Life	371728854	$ 205.60	Oct 21, 2008	Annual	$ 205.60
106	BEC-E(2)	Physicians Life	081-212-472	$ 219.45	Oct 25, 2008	Annual	$ 219.45
107	COO-T(2)	ING/Reliastar	S7-079-733	$ 295.92	Oct 26, 2008	Annual	$ 295.92
108	PUC-R(2)	ING/Reliastar	00391557-6	$ 135.00	Oct 27, 2008	Annual	$ 135.00
109	CAN-M	ING/Reliastar	TD0011759	$ 1,100.00	Oct 28, 2008	Annual	$ 1,100.00
110	GEO-W	AXA Equitable Life	087066724	$ 50.00	Oct 28, 2008	Annual	$ 50.00
111	LIL-J(2)	United Home Life	123143	$ 704.00	Oct 29, 2008	Annual	$ 704.00
112	BOL-A	Phoenix	2, 531, 876	$ 1,039.65	Nov 01, 2008	Annual	$ 1,039.65
113	BUT-C(1)	United States Life Ins. Co. in the City of NY	5007736010	$ 254.75	Nov 01, 2008	Annual	$ 254.75
114	BUT-C(2)	United States Life Ins. Co. in the City of NY	5009166910	$ 268.50	Nov 01, 2008	Annual	$ 268.50
115	CAR-B	First Unum	LNL804891	$ 732.60	Nov 01, 2008	Annual	$ 732.60
116	CAR-BO	Hartford Life	LL1569113	$ 1,067.29	Nov 01, 2008	Annual	$ 1,067.29
117	CIA-E	Mutual of America	0100091015	$ 463.73	Nov 01, 2008	Annual	$ 463.73
118	GRE-K	Allianz (IAS)	18540-304, #T96-0126657	$ 1,274.52	Nov 01, 2008	Annual	$ 1,274.52
119	GRI-KE	Aetna	N39131000	$ 2,855.89	Nov 01, 2008	Annual	$ 2,855.89
120	HOD-J(1)	MetLife	968 300 927A	$ 509.25	Nov 01, 2008	Annual	$ 509.25
121	PIE-I	MetLife	876831714 UL	$ 298.80	Nov 01, 2008	Annual	$ 298.80
122	PRY-L	Minnesota Life	1-757-994	$ 372.63	Nov 01, 2008	Annual	$ 372.63
123	VIL-A	Security Life Insurance Company of America	9134297	$ 525.00	Nov 01, 2008	Annual	$ 525.00
124	WOO-F	American United Life	161847087	$ 1,256.70	Nov 01, 2008	Annual	$ 1,256.70
125	GAR-D	Reassure America (Valley Forge)	01809269	$ 1,473.60	Nov 02, 2008	Annual	$ 1,473.60
126	COL-W(1)	Northwestern Mutual	12773786	$ 197.80	Nov 06, 2008	Annual	$ 197.80
127	COL-W(2)	Northwestern Mutual	6603751	$ 154.60	Nov 06, 2008	Annual	$ 154.60
128	KEI-T(1)	Great American	AA9707091	$ 79.70	Nov 06, 2008	Quarterly	$ 79.70
129	TEV-T(1)	Jackson National	0024491170	$ 812.50	Nov 08, 2008	Annual	$ 812.50
130	ROM-J(3)	Colonial Life	8120971110	$ 480.00	Nov 10, 2008	annual	$ 480.00
131	TRU-T	Lincoln Financial Group	10-04244475	$ 3,014.81	Nov 10, 2008	Annual	$ 3,014.81
132	ALV-F(3)	Columbian Mutual	A010165545	$ 1,038.00	Nov 11, 2008	Annual	$ 1,038.00
133	BRA-K(2)	Provident Life & Accident	G3554234	$ 714.80	Nov 11, 2008	Annual	$ 714.80
134	CAR-G	Monumental Life (Peoples Benefit)	010LA31136	$ 471.60	Nov 11, 2008	Annual	$ 471.60
135	ALV-F(2)	ING/Reliastar	729477	$ 405.50	Nov 13, 2008	Annual	$ 405.50

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Exhibit B

	Policy Name (Viator Code)	Insurance Company	Policy #	Premium Amount	Premium Due Date	Premium Mode	Premium Amounts Due: 10/15/08 - 12/31/08
136	HER-JO	Prudential Financial	65 058 143	$ 1,167.68	Nov 13, 2008	Annual	$ 1,167.68
137	TEM-F(2)	AIG	2405166L	$ 307.80	Nov 15, 2008	Annual	$ 307.80
138	LEE-V	United Ins Co of America	6020598430	$ 187.80	Nov 16, 2008	Annual	$ 187.80
139	HAR-K	Physicians Life	083-065-995	$ 159.50	Nov 17, 2008	Annual	$ 159.50
140	ROS-RO	Aetna	N38985090	$ 710.00	Nov 18, 2008	Annual	$ 710.00
141	ANT-M(1)	Washington National Insurance Company (Conseco)	PL9651326	$ 390.25	Nov 21, 2008	Annual	$ 390.25
142	PEN-A(2)	Hartford Life	LL1779715	$ 718.52	Nov 21, 2008	Annual	$ 718.52
143	WAR-R	State Farm	LF-1448-0140	$ 401.25	Nov 21, 2008	Annual	$ 401.25
144	WIL-B(7)	AIG	0123345910	$ 279.60	Nov 24, 2008	Annual	$ 279.60
145	AND-A(2)	AmerUs Life/AVIVA	2301630283	$ 1,326.93	Nov 25, 2008	Annual	$ 1,326.93
146	DOB-T	Aetna	N39107570	$ 589.80	Nov 25, 2008	Annual	$ 589.80
147	ALO-S	Monumental	MM2255317	$ 535.85	Nov 28, 2008	Annual	$ 535.85
148	DAS-P(1)	Kansas City Life	2516174	$ 317.64	Nov 28, 2008	Annual	$ 317.64
149	GRA-K	John Hancock	067091045	$ 1,397.00	Nov 28, 2008	Annual	$ 1,397.00
150	HER-A	AmerUs Life/AVIVA	10-0027075220	$ 300.00	Nov 28, 2008	Annual	$ 300.00
151	MAI-L	United of Omaha	AAA-7113224	$ 1,056.00	Nov 28, 2008	Annual	$ 1,056.00
152	THO-WI	AAA Life	000-2438765	$ 1,743.00	Nov 28, 2008	Annual	$ 1,743.00
153	BRE-T	Fort Dearborn Life	CG000611756	$ 1,593.10	Dec 01, 2008	Annual	$ 1,593.10
154	CHI-K	Gerber Life	01308000	$ 1,529.00	Dec 01, 2008	Annual	$ 1,529.00
155	COL-W(4)	Security Life Ins. Co of Am	1666270	$ 762.64	Dec 01, 2008	Annual	$ 762.64
156	FUL-J(2)	Principal Financial Group	4 454 637	$ 328.40	Dec 01, 2008	Annual	$ 328.40
157	HIN-B	UNUM Provident	08D5564139	$ 930.97	Dec 01, 2008	CV: Annual	[illegible]
158	HOL-W(1)	Principal Financial Group	4 284 263	$ 1,025.31	Dec 01, 2008	Annual	$ 1,025.31
159	KEE-R	Erie Family Life	846-236	$ 270.84	Dec 01, 2008	Annual	$ 270.84
160	KRZ-R	Aetna	N3900816	$ 3,823.20	Dec 01, 2008	Annual	$ 3,823.20
161	PEN-A(1)	Transamerica	503109620	$ 1,522.32	Dec 01, 2008	Annual	$ 1,522.32
162	BRO-GA	First UNUM	LNL805347	$ 234.07	Dec 02, 2008	Annual	$ 234.07
163	BRO-PA	First UNUM	LNL804928	$ 2,877.00	Dec 02, 2008	Annual	$ 2,877.00
164	CHI-G	Principal Financial Group	4 469 309	$ 1,306.64	Dec 02, 2008	Annual	$ 1,306.64
165	HEI-L	AXA Equitable Life	92 058 195	$ 336.78	Dec 02, 2008	Annual	$ 336.78
166	MOR-D	Columbian Mutual (Farmers & Traders)	0314046	$ 1,500.00	Dec 02, 2008	Annual	$ 1,500.00
167	PIM-R(2)	Jackson National (Life Ins. Co. of Georgia)	0012727791	$ 823.50	Dec 02, 2008	Annual	$ 823.50
168	AAR-W(1)	Texas Life	000830385	$ 405.96	Dec 04, 2008	Annual	$ 405.96
169	HAL-E(1)	Reassure America	7271798	$ 221.68	Dec 04, 2008	Annual	$ 221.68
170	HAL-E(2)	Reassure America	7265222	$ 174.00	Dec 04, 2008	Annual	$ 174.00
171	GUL-K	Phoenix	2, 689, 028	$ 984.00	Dec 05, 2008	Annual	$ 984.00
172	HAD-K(1)	Allianz	02577534	$ 852.00	Dec 05, 2008	Annual	$ 852.00
173	MAY-L	Sun Life Financial	020030615	$ 2,930.04	Dec 05, 2008	Annual	$ 2,930.04
174	AND-A(1)	Globe Life	00D547831	$ 301.00	Dec 06, 2008	Annual	$ 301.00
175	JOH-J	United States Life Ins. Co. in the City of NY	1107802L	$ 300.00	Dec 07, 2008	CV: Annual	

Purchaser's Initials

Seller's Initials

Exhibit B

	Policy Name (Viator Code)	Insurance Company	Policy #	Premium Amount	Premium Due Date	Premium Mode	Premium Amounts Due: 10/15/08 - 12/31/08
176	EDG-B(1)	Guarantee Trust Life (Sagicor)	MMC0004771	$ 136.70	Dec 08, 2008	Annual	$ 136.70
177	LIL-J(4)	Washington National Insurance Company (Conseco)	PL9654182	$ 300.65	Dec 11, 2008	Annual	$ 300.65
178	MAR-C(3)	MetLife of Connecticut	U7346492	$ 336.00	Dec 11, 2008	Annual	$ 336.00
179	ALV-F(1)	Workmen's Benefit	880810364	$ 1,057.50	Dec 12, 2008	Annual	$ 1,057.50
180	MZO-C	New York Life	44 413 870	$ 763.50	Dec 12, 2008	Annual	$ 763.50
181	WAT-H	Primerica	0410983604	$ 2,633.75	Dec 12, 2008	Annual	$ 2,633.75
182	CAL-J(3)	Hartford Life	LL1566737	$ 935.89	Dec 14, 2008	Annual	$ 935.89
183	MAH-M	MetLife - Group/WL	201386858 A	$ 4,649.69	Dec 14, 2008	Annual	$ 4,649.69
184	MER-M	AIG	2229052	$ 221.00	Dec 14, 2008	Annual	$ 221.00
185	DAI-R	Unum Provident	500902	waiver	Dec 15, 2008	Waiver	waiver
186	WIL-V(2)	Transamerica	765051960	$ 780.00	Dec 15, 2008	CV: Annual	$ 780.00
187	MOO-M	Prudential Financial	B4 013 786	$ 2,717.00	Dec 16, 2008	Annual	$ 2,717.00
188	PAG-N	Guardian Life	3405875	$ 628.10	Dec 16, 2008	Annual	$ 628.10
189	BEC-M(3)	Globe Life	00-D826228	$ 228.00	Dec 17, 2008	Annual	$ 228.00
190	RAN-J	Mass Mutual Financial Group	004811928	$ 1,218.50	Dec 19, 2008	Annual	$ 1,218.50
191	WAR-J	Physician's Life	082-866-718	$ 124.30	Dec 19, 2008	Annual	$ 124.30
192	BLE-J (3)	AXA Equitable Life	82 475 358	$ 367.50	Dec 20, 2008	Annual	$ 367.50
193	DAV-DO	Prudential Financial	79 677 928	$ 900.25	Dec 20, 2008	Annual	$ 900.25
194	JAM-K(1)	Kansas City Life	2228733	$ 4,632.48	Dec 24, 2008	Annual	$ 4,632.48
195	MAR-C(2)	New York Life	45 942 501	$ 537.10	Dec 24, 2008	Annual	$ 537.10
196	COL-A(3)	AIG	PR0008171.	$ 550.00	Dec 25, 2008	Annual	$ 550.00
197	WAS-D	UNUM	LAL126445	$ 326.00	Dec 25, 2008	Annual	$ 326.00
198	RID-V	Protective Life Insurance Company	FK1723452	$ 2,828.50	Dec 27, 2008	Annual	$ 2,828.50
199	STA-D(1)	UNUM	LAL127989	$ 1,306.36	Dec 28, 2008	Annual	$ 1,306.36

Purchaser's Initials

Seller's Initials

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EXHIBIT C
TO
POLICY PURCHASE AGREEMENT

DUE DILIGENCE REQUIREMENTS

Hard or Soft Copies of:

1. Policy
2. Written VOC – dated within 45 days of closing
3. Most recent annual statement – UL policies only
4. Premium notices – last 12 months
5. Ownership and beneficiary designation confirmations
6. Most recent illustration – UL policies only
7. Current HIPAA release and/or POA signed by insured
8. Current medical records
9. LE reports

In Excel Spreadsheet:

Insured Data

1. Name
2. DOB
3. Sex
4. Original diagnosis & date
5. Current diagnosis & date
6. LE original & current (all LE's)
7. Current doctor name, address & phone
8. Date of last doctor contact
9. Current address & phone
10. Date of last contact
11. Alternative contacts - name, address & phone

Insurance Data

1. Insurance company name
    a. overnight address
    b. premium address
    c. phone number
    d. fax number
2. Policy type
3. Policy number/certificate number
4. Policy date
5. Accumulation value

6. Net cash surrender value
7. Partial withdrawal amount
8. Loan amount
9. Loan interest rate
10. Current interest due date and amount
11. Original face amount
12. Current death benefit
13. Amount of paid-up-additions
14. Premium mode
15. Premium amount
16. Premium history (24 months minimum)
17. Premium forecast
18. Annualized premiums
19. Term conversion dates
20. Term expiration dates
21. Group policies
    a. Employer information including contact info
    b. Third party administrator information including contact info
    c. Is coverage basic and/or supplemental
    d. Is premium employer or employee paid
        i. If employer paid is insured being reimbursed
        ii. If yes, what is frequency and amount of reimbursement

EXHIBIT D
TO
POLICY PURCHASE AGREEMENT

INITIAL ORDER

(SEE ATTACHED)

Court File No. 08-CL-7878

ONTARIO
SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

THE HONOURABLE	)	TUESDAY, THE 2nd
	)	
JUSTICE H. WILTON-SIEGEL	)	DAY OF DECEMBER, 2008

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF UNIVERSAL SETTLEMENTS INTERNATIONAL INC. (the "Applicant")

INITIAL ORDER

THIS APPLICATION, made by the Applicant, pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "CCAA") was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the affidavit of Christopher Halas sworn December 2, 2008 (the "Halas Affidavit") and the Exhibits thereto and on hearing the submissions of counsel for the Applicant, and on reading the consent of Ernst & Young to act as the Monitor,

SERVICE

1. THIS COURT ORDERS that the time for service of the Notice of Application and the Application Record is hereby abridged so that this Application is properly returnable today and hereby dispenses with further service thereof.

APPLICATION

2. THIS COURT ORDERS AND DECLARES that the Applicant is a company to which the CCAA applies.

FURTHER HEARING

3. THIS COURT ORDERS that a further hearing in this Application shall be made on notice to investors and held on December 18, 2008 or such alternate date as this Court may fix, at which time this Order may be supplemented or otherwise varied, and the Stay Period (as herein defined) extended or terminated. The Applicant and the Monitor shall serve their materials for this further hearing on all parties who serve a Notice of Appearance on the Applicant and the Monitor, such materials to be served by no later than 3 days prior to the date scheduled for the further hearing.

POSSESSION OF PROPERTY AND OPERATIONS

4. THIS COURT ORDERS that the Applicant shall remain in possession and control of its current and future assets, undertakings and properties of every nature and kind whatsoever, and wherever situate including all proceeds thereof (the "Property"). Subject to further Order of this Court, the Applicant shall continue to carry on business in a manner consistent with the preservation of its business (the "Business") and Property. The Applicant shall be authorized and empowered to continue to retain and employ the employees, consultants, agents, experts, accountants, counsel and such other persons (collectively "Assistants") currently retained or employed by it, with liberty to retain such further Assistants as it deems reasonably necessary or desirable in the ordinary course of business or for the carrying out of the terms of this Order.

5. THIS COURT ORDERS that the Applicant shall have the right to pursue the sale of its TPI Portfolio (as defined in the Halas Affidavit), in whole or part, subject to prior approval of any sale being obtained on further motion before this Court.

6. THIS COURT ORDERS that the Applicant shall be entitled but not required to pay the following expenses whether incurred prior to or after this Order:

(a) all outstanding and future wages, salaries, employee and pension benefits, vacation pay, bonuses and expenses payable on or after the date of this Order, in each case incurred in the ordinary course of business and consistent with existing compensation policies and arrangements; and

(b) the fees and disbursements of any Assistants retained or employed by the Applicant in respect of these proceedings, at their standard rates and charges.

7. THIS COURT ORDERS that, except as otherwise provided to the contrary herein, the Applicant shall be entitled but not required to pay all reasonable expenses incurred by the Applicant in carrying on the Business in the ordinary course after this Order, and in carrying out the provisions of this Order, which expenses shall include, without limitation:

(a) all expenses and capital expenditures reasonably necessary for the preservation of the Property or the Business including, without limitation, payments on account of insurance (including directors and officers insurance), maintenance and security services; and

(b) payment for goods or services actually supplied to the Applicant following the date of this Order.

8. THIS COURT ORDERS that the Applicant shall remit, in accordance with legal requirements, or pay:

(a) any statutory deemed trust amounts in favour of the Crown in right of Canada or of any Province thereof or any other taxation authority which are required to be deducted from employees' wages, including, without limitation, amounts in respect of (i) employment insurance, (ii) Canada Pension Plan, (iii) Quebec Pension Plan, and (iv) income taxes;

(b) all goods and services or other applicable sales taxes (collectively, "Sales Taxes") required to be remitted by the Applicant in connection with the sale of goods and services by the Applicant, but only where such Sales Taxes are accrued or collected after the date of this Order, or where such Sales Taxes were accrued or collected prior to the date of this Order but not required to be remitted until on or after the date of this Order, and

(c) any amount payable to the Crown in right of Canada or of any Province thereof or any political subdivision thereof or any other taxation authority in respect of municipal realty, municipal business or other taxes, assessments or levies of any nature or kind which are entitled at law to be paid in priority to claims of secured creditors and which are attributable to or in respect of the carrying on of the Business by the Applicant.

9. THIS COURT ORDERS that, except as specifically permitted herein, the Applicant is hereby directed, until further Order of this Court: (a) to make no payments of principal, interest thereon or otherwise on account of amounts owing by the Applicant to any of its creditors as of this date; (b) to grant no security interests, trust, liens, charges or encumbrances upon or in respect of any of its Property; (c) to not grant credit or incur liabilities except in the ordinary course of the Business; (d) to make no payments of Death Benefits to investors; and (e) to hold Death Benefits received in the interim in an interest bearing trust account (the "Death Benefits Account").

NO PROCEEDINGS AGAINST THE APPLICANT OR THE PROPERTY

10. THIS COURT ORDERS that until and including December 31, 2008, or such later date as this Court may order (the "Stay Period"), no proceeding or enforcement process in any court or tribunal (each, a "Proceeding") shall be commenced or continued against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, except with the written consent of the Applicant and the Monitor, or with leave of this Court, and any and all Proceedings currently under way against or in respect of the Applicant or affecting the Business or the Property are hereby stayed and suspended pending further Order of this Court.

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APPLICANT ENTITLED TO CONTINUE ITS OUTSTANDING LITIGATION AND ARBITRATION PROCEEDINGS

11. THIS COURT ORDERS that the Applicant shall be entitled to continue its outstanding litigation and arbitration proceedings, and pay all reasonable expenses incurred as a result thereof and as are in accordance the Projected Cash Flow Statement attached as Exhibit "D" to the Halas Affidavit, as follows:

(a) *Universal Settlements Inc. v. James Torchia, Marc Celello and National Viaticals Inc.*; and

(b) *Universal Settlements Inc. v. Antonio Duscio.*

NO EXERCISE OF RIGHTS OR REMEDIES

12. THIS COURT ORDERS that during the Stay Period, all rights and remedies of any individual, firm, corporation, governmental body or agency, or any other entities (all of the foregoing, collectively being "Persons" and each being a "Person") against or in respect of the Applicant or the Monitor, or affecting the Business or the Property, are hereby stayed and suspended except with the written consent of the Applicant and the Monitor, or leave of this Court, provided that nothing in this Order shall (i) empower the Applicant to carry on any business which the Applicant is not lawfully entitled to carry on, (ii) exempt the Applicant from compliance with statutory or regulatory provisions relating to health, safety or the environment, (iii) prevent the filing of any registration to preserve or perfect a security interest, or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH RIGHTS

13. THIS COURT ORDERS that during the Stay Period, no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate or cease to perform any right, renewal right, contract, agreement, licence or permit in favour of or held by the Applicant, except with the written consent of the Applicant and the Monitor, or leave of this Court.

CONTINUATION OF SERVICES

14. THIS COURT ORDERS that during the Stay Period, all Persons having oral or written agreements with the Applicant or statutory or regulatory mandates for the supply of goods and/or services, including without limitation all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation, services, utility or other services to the Business or the Applicant, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with or terminating the supply of such goods or services as may be required by the Applicant, and that the Applicant shall be entitled to the continued use of its current premises, telephone numbers, facsimile numbers, internet addresses and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Applicant in accordance with normal payment practices of the Applicant or such other practices as may be agreed upon by the supplier or service provider and each of the Applicant and the Monitor, or as may be ordered by this Court.

NON-DEROGATION OF RIGHTS

15. THIS COURT ORDERS that, notwithstanding anything else contained herein, no creditor of the Applicant shall be under any obligation after the making of this Order to advance or re-advance any monies or otherwise extend any credit to the Applicant. Nothing in this Order shall derogate from the rights conferred and obligations imposed by the CCAA.

PROCEEDINGS AGAINST DIRECTORS AND OFFICERS

16. THIS COURT ORDERS that during the Stay Period, and except as permitted by subsection 11.5(2) of the CCAA, no Proceeding may be commenced or continued against any of the former, current or future directors or officers of the Applicant with respect to any claim against the directors or officers that arose before the date hereof and that relates to any obligations of the Applicant whereby the directors or officers are alleged under any law to be liable in their capacity as directors or officers for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

DIRECTORS' AND OFFICERS' INDEMNIFICATION AND CHARGE

17. THIS COURT ORDERS that the Applicant shall indemnify its directors and officers from all claims, costs, charges and expenses relating to the failure of the Applicants, after the date hereof, to make payments of the nature referred to in subparagraphs [6(a)], [8(a)], [8(b)] and [8(c)] of this Order which they sustain or incur by reason of or in relation to their respective capacities as directors and/or officers of the Applicants except to the extent that, with respect to any officer or director, such officer or director has actively participated in the breach of any related fiduciary duties or has been grossly negligent or guilty of wilful misconduct.

18. THIS COURT ORDERS that the directors and officers of the Applicant shall be entitled to the benefit of and are hereby granted a charge (the "Directors' Charge") on the Property, which charge shall not exceed an aggregate amount of $1 million, as security for the indemnity provided in paragraph [17] of this Order. The Directors' Charge shall have the priority set out in paragraphs [31] and [33] herein.

19. THIS COURT ORDERS that, notwithstanding any language in any applicable insurance policy to the contrary, (a) no insurer shall be entitled to be subrogated to or claim the benefit of the Directors' Charge, and (b) the Applicant's directors and officers shall only be entitled to the benefit of the Directors' Charge to the extent that they do not have coverage under any directors' and officers' insurance policy, or to the extent that such coverage is insufficient to pay amounts indemnified in accordance with paragraph [17] of this Order.

PROCEEDINGS AGAINST TRUSTEES

20. THIS COURT ORDERS that during the Stay Period no Proceeding may be commenced or continued against the Applicant's former trustees Christopher Halas and William Potoczak (the "Trustees") with respect to any claim against the Trustees that arose before the date hereof and that relates to any obligations of the Applicant whereby the Trustees are alleged under any law to be liable in their capacity as Trustees for the payment or performance of such obligations, until a compromise or arrangement in respect of the Applicant, if one is filed, is sanctioned by this Court or is refused by the creditors of the Applicant or this Court.

TRUST FUNDS

21. THIS COURT ORDERS that the trustee William Potoczak is entitled to use the US$300,000, which he holds in escrow in the ordinary course to fund the payment of premiums as they fall due and in accordance with specific insurance policies to which the funds have been designated, with such use to be monitored by the Monitor (as defined below).

22. THIS COURT ORDERS that Ogilvy Renault LLP is entitled to release US$778,000 out of the finds it holds in escrow for the Applicant, to the Applicant for the purposes of funding its operations.

23. THIS COURT ORDERS that Ogilvy Renault LLP is entitled to release the balance of the funds it holds in escrow for the Applicant, to the Applicant for the purposes of establishing an account from which premium payments can be made (the "Premium Reserve Account"), as they fall due and in accordance with specific insurance policies to which the funds have been designated, with such payments to be monitored by the Monitor (as defined below).

APPOINTMENT OF MONITOR

24. THIS COURT ORDERS that Ernst & Young Inc. is hereby appointed pursuant to the CCAA as the Monitor, an officer of this Court, to monitor the Property and the Applicant's conduct of the Business with the powers and obligations set out in the CCAA or set forth herein and that the Applicant and its shareholders, officers, directors, and Assistants shall advise the Monitor of all material steps taken by the Applicant pursuant to this Order, and shall co-operate fully with the Monitor in the exercise of its powers and discharge of its obligations.

25. THIS COURT ORDERS that the Monitor, in addition to its prescribed rights and obligations under the CCAA, is hereby directed and empowered to:

(a) send notice of the Order, within three (3) days, to every known creditor of the Applicant as of the date of this Order, advising that such creditor may obtain a copy of the Order on the internet at the website of the Monitor at www.ey.com/ca/UniversalSettlements (the "Website") or, failing that, from the

Monitor and the Monitor shall provide it. Such notice shall be sufficient in accordance with Subsection 11(5) of the CCAA;

(b) monitor the Applicant's receipts and disbursements, including without limitation the oversight of the Death Benefits Account and the Premium Reserves Account;

(c) report to this Court at such times and intervals as the Monitor may deem appropriate with respect to matters relating to the Property, the Business, and such other matters as may be relevant to the proceedings herein;

(d) advise the Applicant in its development of the Plan and any amendments to the Plan;

(e) advise the Applicant in its preparation of the Applicant's cash flow statements and report to the Court on the compilation;

(f) assist the Applicant, to the extent required by the Applicant, with the holding and administering of creditors' or shareholders' meetings for voting on the Plan;

(g) have full and complete access to the books, records and management, employees and advisors of the Applicant and to the Business and the Property to the extent required to perform its duties arising under this Order;

(h) be at liberty to engage independent legal counsel or such other persons as the Monitor deems necessary or advisable respecting the exercise of its powers and performance of its obligations under this Order; and

(i) perform such other duties as are required by this Order or by this Court from time to time.

26. THIS COURT ORDERS that the Monitor shall not take possession of the Property and shall take no part whatsoever in the management or supervision of the management of the Business and shall not, by fulfilling its obligations hereunder, be deemed to have taken or maintained possession or control of the Business or Property, or any part thereof.

27. THIS COURT ORDERS that, in addition to the rights and protections afforded the Monitor under the CCAA or as an officer of this Court, the Monitor shall incur no liability or obligation as a result of its appointment or the carrying out of the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Monitor by the CCAA or any applicable legislation.

28. THIS COURT ORDERS that the Monitor, counsel to the Monitor and counsel to the Applicant shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges, by the Applicant as part of the costs of these proceedings. The Applicant is hereby authorized and directed to pay the accounts of the Monitor, counsel for the Monitor and counsel for the Applicant on a weekly basis and, in addition, the Applicant is hereby authorized to pay to the Monitor, counsel to the Monitor, and counsel to the Applicant, retainers in the amounts of $100,000, $50,000, and $50,000, respectively, to be held by them as security for payment of their respective fees and disbursements outstanding from time to time.

29. THIS COURT ORDERS that the Monitor and its legal counsel shall pass their accounts from time to time, and for this purpose the accounts of the Monitor and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

30. THIS COURT ORDERS that the Monitor, counsel to the Monitor, and the Applicant's counsel shall be entitled to the benefit of and are hereby granted a charge (the "Administration Charge") on the Property, which charge shall not exceed an aggregate amount of $1 million, as security for their professional fees and disbursements incurred at the standard rates and charges of the Monitor and such counsel, both before and after the making of this Order in respect of these proceedings. The Administration Charge shall have the priority set out in paragraphs [31] and [33] hereof.

VALIDITY AND PRIORITY OF CHARGES CREATED BY THIS ORDER

31. THIS COURT ORDERS that the priorities of the Directors' Charge and the Administration Charge, as between them, shall be as follows:

First – Administration Charge (to the maximum amount of $1 million); and

Second – Directors' Charge (to the maximum amount of $1 million).

32. THIS COURT ORDERS that the filing, registration or perfection of the Directors' Charge and the Administration Charge (collectively, the "Charges") shall not be required, and that the Charges shall be valid and enforceable for all purposes, including as against any right, title or interest filed, registered, recorded or perfected subsequent to the Charges coming into existence, notwithstanding any such failure to file, register, record or perfect.

33. THIS COURT ORDERS that each of the Directors' Charge and the Administration Charge (all as constituted and defined herein) shall constitute a charge on the Property and such Charges shall rank in priority to all other security interests, trusts, liens, charges and encumbrances, statutory or otherwise (collectively, "Encumbrances") in favour of any Person.

34. THIS COURT ORDERS that except as otherwise expressly provided for herein, or as may be approved by this Court, the Applicant shall not grant any Encumbrances over any Property that rank in priority to, or *pari passu* with, any of the Directors' Charge or the Administration Charge, unless the Applicant also obtains the prior written consent of the Monitor, and the beneficiaries of the Directors' Charge and the Administration Charge, or further Order of this Court.

35. THIS COURT ORDERS that the Directors' Charge and the Administration Charge, shall not be rendered invalid or unenforceable and the rights and remedies of the chargees entitled to the benefit of the Charges thereunder shall not otherwise be limited or impaired in any way by (a) the pendency of these proceedings and the declarations of insolvency made herein; (b) any application(s) for bankruptcy order(s) issued pursuant to BIA, or any bankruptcy order made pursuant to such applications; (c) the filing of any assignments for the general benefit of creditors made pursuant to the BIA; (d) the provisions of any federal or provincial statutes; or (e) any negative covenants, prohibitions or other similar provisions with respect to borrowings, incurring debt or the creation of Encumbrances, contained in any existing loan documents, lease, sublease, offer to lease or other agreement (collectively, an "Agreement") which binds the Applicant, and notwithstanding any provision to the contrary in any Agreement:

(a) none of the Chargees shall have any liability to any Person whatsoever as a result of any breach of any Agreement caused by or resulting from the creation of the Charges; and

(b) the payments made by the Applicant pursuant to this Order and the granting of the Charges, do not and will not constitute fraudulent preferences, fraudulent conveyances, oppressive conduct, settlements or other challengeable, voidable or reviewable transactions under any applicable law.

SERVICE AND NOTICE

36. THIS COURT ORDERS that the Applicant and the Monitor be at liberty to serve this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery or electronic transmission to the Applicant's creditors or other interested parties at their respective addresses as last shown on the records of the Applicant and that any such service or notice by courier, personal delivery or electronic transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

37. THIS COURT ORDERS that the Applicant, the Monitor, and any party who has filed a Notice of Appearance may serve any court materials in these proceedings by e-mailing a PDF or other electronic copy of such materials to counsels' or any party's email addresses as recorded on the Service List from time to time, in accordance with the E-filing protocol of the Commercial List to the extent practicable, and the Monitor may post a copy of any or all such materials on the Website. Any party filing a Notice of Appearance or otherwise intending to participate in these proceedings shall provide to the Applicant and the Monitor an email address for purposes of service.

GENERAL

38. THIS COURT ORDERS that the Applicant or the Monitor may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

39. THIS COURT ORDERS that nothing in this Order shall prevent the Monitor from acting as an interim receiver, a receiver, a receiver and manager, or a trustee in bankruptcy of the Applicant, the Business or the Property.

40. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada, the United States or any other foreign jurisdiction to give effect to this Order and to assist the Applicant, the Monitor and their respective agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Applicant and to the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order, to grant representative status to the Monitor in any foreign proceeding, or to assist the Applicant and the Monitor and their respective agents in carrying out the terms of this Order.

41. THIS COURT ORDERS that each of the Applicant and the Monitor be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order.

42. THIS COURT ORDERS that any interested party (including the Applicant and the Monitor) may apply to this Court to vary or amend this Order on not less than seven (7) days notice to any other party or parties likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

43. THIS COURT ORDERS that this Order and all of its provisions are effective as of 12:01 a.m. Eastern Standard Time on the date of this Order.

~~JUSTICE H. WILTON-SIEGEL~~

ENTERED AT / INSCRIT A TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:

DEC 0 2 2008

PER / PAR: TV

Toni Vecchiolo
Registrar, Superior Court of Justice

DOCSTOR: 1577835\8

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF UNIVERSAL SETTLEMENTS INTERNATIONAL INC.

Court File No.: 08-CL-7878

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

INITIAL ORDER

OGILVY RENAULT LLP
Royal Bank Plaza, South Tower
3800 - 200 Bay Street
Toronto ON M5J 2Z4

William McNamara (LSUC#: 23153S)
Tel: (416) 216-3906
Fax: (416) 216-3930

Lawyers for the Applicant

DOCSTOR: 1580895\1

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EXHIBIT E
TO
POLICY PURCHASE AGREEMENT

ASSIGNMENTS

(SEE ATTACHED)

EXHIBIT E
TO
<u>POLICY PURCHASE AGREEMENT</u>

ASSIGNMENT FORMS

(SEE ATTACHED)

ASSIGNMENT AND ASSUMPTION AGREEMENT FORM

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment") is entered into as of _____________, 2008, but effective for all purposes as of the 15th day of October, 2008 (the "Effective Date"), by and between Universal Settlements International Inc., 5500 North Service Road, Suite 703, Burlington, Ontario, Canada L7L 6W6 ("Assignor"), and SDM Holdings, LLC, an Oklahoma limited liability company, with a notice address of 521 W. Wilshire Blvd., Oklahoma City, Oklahoma 73116 ("Assignee"). Assignor and Assignee shall collectively be referred to herein as the Parties.

WHEREAS, Assignor and Assignee are parties to that certain Policy Purchase Agreement dated effective October 15, 2008 (the "Purchase Agreement"), pursuant to which Assignor and Assignee agreed that Assignee would acquire all rights, including, without limitation, the rights to receive the death benefit on any matured policy from October 15, 2008 forward. In addition, Assignor agreed to sign this Assignment. The policies being purchased in accordance with the Purchase Agreement and assigned per this Assignment are listed on Exhibit "A," attached hereto and incorporated herein by reference (the "Policies"); and,

WHEREAS, the Closing (as defined in the Purchase Agreement) will occur on or before December 31, 2008; and,

WHEREAS, Assignor desires to sell, convey, assign, transfer and deliver to Assignee, and Assignee desires to hereby accept from Assignor, the assignment of all of Assignor's right, title and interest in, to and under the Policies, and Assignee desires to hereby assume certain obligations relating thereto, all as set forth in the Purchase Agreement;

NOW, THEREFORE, for and in consideration of, and reliance upon, the mutual covenants and agreements set forth herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto do hereby agree as follows:

1. Definitions. Each capitalized term used and not defined herein has the meaning given to such term in the Purchase Agreement.

2. Assignment. Assignor hereby sells, conveys, assigns, transfer and delivers to Assignee, and Assignee hereby accepts from Assignor, the assignment of, without recourse, warranty or representation of any kind (except as set forth in the Purchase Agreement), all of Assignor's right, title and interest in, to and under the Policies, to have and to hold the same for the use and enjoyment of Assignee and its successors and assigns forever. Notwithstanding anything to the contrary herein, Assignor is not hereby selling, conveying, assigning, transferring or delivering to Assignee, and Assignee is not hereby purchasing or accepting from Assignor, the assignment of any right, title or interest in, to or under any asset or property (whether real or personal, tangible or intangible) other than Assignor's right, title and interest in, to and under the Policies.

3. Assumption. Assignee hereby assumes from Assignor, and agrees to hereafter pay, perform, fulfill, discharge and otherwise satisfy in accordance with their respective terms, all of the obligations and other liabilities of Assignor under the Policies insofar and only insofar as any such obligations or other liabilities arise from and after the Effective Date, but not otherwise (collectively, the "Assumed Liabilities").

4. Indemnification. Assignee hereby agrees to reimburse, indemnify, defend and hold harmless Assignor (the "Indemnitee"), against and in respect of any loss, liability, claim, cost (including, without limitation, attorneys' fees and out-of-pocket costs and expenses, court costs and all other out-of-pocket amounts paid in investigation, defense or settlement of an action), damage, tax, penalty, interest or fine which any such Indemnitee may incur or suffer resulting from, arising out of, based upon or relating to any of the Assumed Liabilities.

5. Disclaimer. Except as otherwise provided in the Purchase Agreement, Assignee acknowledges and agrees that (i) the Policies are being assigned and conveyed "as is," "where is" and "with all faults" on the date hereof; (ii) Assignor makes no express or implied representation or warranty whatsoever with respect to any of the Policies or any other matter; and (iii) Assignor shall not be liable or bound in any manner by express or implied representation, warranty, guarantee, statement, promise or information made or furnished by any broker, agent, employee or other person representing or purporting to represent Assignor.

6. Amendments and Waivers. This Assignment may be amended, modified, supplemented or restated only by a written instrument executed by the Parties hereto. The terms of this Assignment may be waived only by a written instrument executed by the Party waiving compliance.

7. Counterparts. This Assignment may be executed by the Parties hereto in separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same agreement, and all signatures need not appear on any one counterpart.

8. Headings; Certain Rules of Construction. The headings and captions in this Assignment are for convenience of reference only and shall not define, limit or otherwise affect any of the terms or provisions hereof. A reference herein to any agreement or other document is to such agreement or other document (together with the schedules, exhibits and other attachments thereto) as it may have been or may hereafter be amended, modified, supplemented, waived or restated from time to time in accordance with its terms.

9. Successors and Assigns. This Assignment shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns; provided, however, neither Party hereto may assign any of it rights, or delegate any of its obligations, under this Assignment without the prior written consent of the other Party hereto, and any such purported assignment or delegation without such consent shall be void.

10. Governing Law. This Assignment shall be governed by and construed under the laws of the State of Oklahoma (without regard to any conflicts of laws rules that might apply the laws of any other jurisdiction).

IN WITNESS WHEREOF, the Parties hereto have duly executed this Assignment effective for all purposes as of October 15, 2008.

[SIGNATURE PAGES TO FOLLOW]

ASSIGNOR:

UNIVERSAL SETTLEMENTS INTERNATIONAL, INC.,
an Ontario corporation

By: ______________________________
Name: ______________________________
Title: ______________________________

PROVINCE OF ONTARIO)
) **SS:**
CITY OF TORONTO)

The foregoing Assignment and Assumption Agreement was acknowledged before me this _____ day of __________, 2008, by ______________________, as ______________ of Universal Settlements International, Inc., an Ontario corporation.

My Commission Expires: ______________

My Commission No.: ________________

____
Notary Public

ASSIGNMENT AND ASSUMPTION AGREEMENT
by and between Universal Settlements International, Inc.
and SDM Holdings, LLC

ASSIGNEE:

SDM HOLDINGS, LLC,
an Oklahoma limited liability company

By: ______________________________
H. Thomas Moran, II, Manager

STATE OF OKLAHOMA)
) **SS:**
COUNTY OF OKLAHOMA)

The foregoing Assignment and Assumption Agreement was acknowledged before me this _____ day of __________, 2008, by H. Thomas Moran, II, as Manager of SDM Holdings, LLC, an Oklahoma limited liability company.

My Commission Expires: ______________

My Commission No.: ________________

____
Notary Public

EXHIBIT "A"
TO
ASSIGNMENT AND ASSUMPTION AGREEMENT

POLICIES

{See attached}

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 1985, c. C-36, AS AMENDED

AND IN THE MATTER OF A PLAN OF COMPROMISE OR ARRANGEMENT OF UNIVERSAL SETTLEMENTS INTERNATIONAL INC.

Court File No.: 08-CL-7878

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

AFFIDAVIT OF
CHRISTOPHER HALAS
(sworn December 22, 2008)

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Lawyers for the Applicant

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