UNIVERSAL SETTLEMENTS INTERNATIONAL INC.

PURCHASE AGREEMENT

PRINT NEATLY AND ACCURATELY
THIS PURCHASE REQUEST AGREEMENT IS INTENDED FOR THE PURCHASE OF U.S. LIFE INSURANCE POLICIES OR OF BENEFITS THEREUNDER

THIS PURCHASE REQUEST AGREEMENT (the "agreement") is made effective this_____ day of ____________, in the year of _______, by and between **UNIVERSAL SETTLEMENTS INTERNATIONAL INC.**, of 490 Dutton Dr., Suite C6, Waterloo, ON N2L 6H7, hereinafter called **"UNIVERSAL SETTLEMENTS"** and

ACCOUNT REGISTRATION:

Individual or Joint Account

First Name ______ Middle Initial ______ Last Name ______ Social Security (SSN) ___-___-___ Date of Birth ___/___/___

Joint Owner(s) (joint ownership means "Joint Tenants With Rights of Survivorship" Unless otherwise specified). ______ Social Security (SSN) ___-___-___ Date of Birth ___/___/___

OR Gift/Transfer To A Minor

Name of Custodian (one only) ______ **As Custodian For** ______ Minor's Name (one only)

Province of Residence ______ Uniform Gifts/Transfer to Minors Act ___-___-___ Minor's Social Security (SSN)

OR Trust, corporation, Partnership, Retirement Plan, Other Entity, Or Contingent Beneficiary

Name ______ Social Security Number (SSN) ___-___-___

Name of Beneficiary (if to be included in the Registration) ______ Date of Trust Document (must be completed for registration)

Name of Each Trustee (if to be included in the Registration) ______

This is Exhibit J referred to in the affidavit of Mario Thomaidis sworn before me, this 10th day of June 20 09

J. Nichols
A COMMISSIONER FOR TAKING AFFIDAVITS
Jordan Nichols

ADDRESS

Street Address ______ Daytime Phone ( ) Area Code

City ______ Province ______ Postal Code ______ Evening Phone ( ) Area Code

I am a Citizen of: ______Canada or ______ ______ (Country of Residence)

hereinafter called "PURCHASER".
WITNESSETH:

WHEREAS: UNIVERSAL SETTLEMENTS is in the business of identifying and purchasing, as an agent for third party PURCHASERS, all related death benefits of U.S. life insurance policies meeting certain specified criteria; and,

WHEREAS: Purchaser and Universal Settlements desire to have Universal Settlements represent Purchaser as an agent for the sole purpose of purchasing a U.S. Viatical Settlement or U.S. Senior Settlement, hereinafter called Life Settlements, in accordance with the "Purchasing Criteria" described in Section Four hereof and in accordance with such other terms and conditions as are set forth herein;

NOW, THEREFORE: IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, UNIVERSAL SETTLEMENTS AND PURCHASER AGREE AS FOLLOWS:

SECTION ONE-DEFINITIONS

FOR THE PURPOSE OF THIS AGREEMENT THE FOLLOWING TERMS SHALL HAVE THE MEANINGS SET FORTH BELOW:

Allocated:	Monies designated for the purchase of the death benefits of a U.S. life insurance policy or policies.
Assigned:	Monies that have been placed on specific policy (ies) that have been medically & insurance underwritten.
Close/Closing Date:	When Policy (ies) has had a final change of ownership and/or beneficiary designation recorded.
Delivered Notice:	Written document delivered in person or deposited in mail, certified/postage paid, or other private carrier service(s), prepaid, addressed in accord with the addresses of each respective party as entered herein above. Such addresses may be changed from time-to-time by either party by providing prior, written notice to the other party.
Funds:	Any monies exchanged hereunder which are clear and collected.
Life Expectancy:	The probable life span of an individual or class of persons determined statistically, affected by such factors as heredity, physical condition, nutrition, occupation, and age.
Life Settlement:	Life Settlements are a financial vehicle involving the purchase of the death benefits of life insurance policies of terminally ill persons or Senior citizens.
Operating costs:	General costs of doing business and acquiring policies, including, but not limited to medical reviews, legal fees, shipping, postage, consulting and sales fees, telephone charges, copying, data processing and closing costs.
Parties to this Agreement:	UNIVERSAL SETTLEMENTS and PURCHASER.
Policy Maturity:	When the death benefit of a life insurance policy becomes payable because of the death of the insured.
Purchase Deposit:	The amount of Funds deposited by PURCHASER in the escrow account pursuant to this Agreement.
Rated Insurance Co.	"A" or better rating applied by either A.M. Best, Moodys or Standard & Poors independent evaluators.
Terminal Illness:	A physical condition, which can cause the end of life.
Title:	Insurance policy's status as related to claimants.
Trustee:	Third party Administrator.

SECTION TWO—PURCHASER REPRESENTATIONS and WARRANTIES

PURCHASER represents and warrants that PURCHASER is a resident of the country/province/state set forth above and is over twenty-one years of age (or the age of majority in such country/province/state). PURCHASER further represents and warrants that all information relating to PURCHASER set forth herein and set forth in the Suitability Questionnaire submitted by PURCHASER is true and correct to the best of PURCHASER'S knowledge.

PURCHASER represents and warrants that PURCHASER is sophisticated in financial matters and has sufficient knowledge and experience in financial, business and tax matters to be able to evaluate the risks and merits of entering into Life Settlement(s); that PURCHASER has adequate means of providing for PURCHASER'S financial needs (including PURCHASER'S future financial needs); that PURCHASER has no need for liquidity with respect to any purchase made hereunder; that PURCHASER is able to bear the economic risk of the purchase of one or more Life Settlement(s) hereunder which bear a reasonable and prudent relationship to PURCHASER'S own net worth.

PURCHASER acknowledges and confirms that PURCHASER has been advised to rely on PURCHASER'S own professional financial, legal and tax advisors with respect to the risks and merits of Life Settlement(s) and that PURCHASER has, to the extent PURCHASER deemed necessary, obtained such advice with respect to the suitability of entering into one or more Life Settlement(s) in light of PURCHASER'S financial condition and needs.

PURCHASER acknowledges and confirms that Universal Settlements has provided or made available to PURCHASER or PURCHASER'S personal representatives, legal counsel or advisors, such information as a reasonable person would attach significance to in connection with considering whether to enter into this Agreement. PURCHASER has had the opportunity to ask questions and receive answers from knowledgeable individuals concerning Life Settlement(s), and PURCHASER has been able to make an informed decision to enter into the Agreement. PURCHASER further represents and warrants that PURCHASER has not relied upon any representations, warranties, covenants or statements of Universal Settlements (or any of it representatives) in determining whether to enter into this Agreement other than the representations, warranties, covenants and statements of Universal Settlements set forth herein.

PURCHASER represents and warrants that PURCHASER has read and understands this Agreement and has considered the following risk, among others, in connection with Life Settlements: (i) PURCHASER will receive no payment until the death of the insured and, as a result, there is no guarantee that the death benefits purchased will be paid to the PURCHASER within the estimated program period; GLS® offers a guaranteed maturity date. (ii) medical advances or other factors could alter the diagnosis that an insured is terminally ill or could prolong the life of an insured resulting in a modification of the insured's life expectancy and a corresponding delay in the payment of the death benefit to PURCHASER; (iii) PURCHASER'S payment is dependent upon the insurance company paying the death benefit on the Maturity Date; and (iv) prior to the Maturity Date, PURCHASER may be unable to liquidate its ownership interest.
PURCHASER further acknowledges and agrees that PURCHASER understands the representations and warranties made herein and hereby indemnifies and holds harmless Universal Settlements and its agents, representatives, consultants, employees, and affiliates from any and all costs, damages or liabilities including reasonable legal fees and expenses due to or arising out of a breach of any representation or warranty made herein by PURCHASER.

SECTION THREE—RIGHT OF RESCISSION

PURCHASER is entitled to a full refund upon written request within ten (10) days of the date of this agreement. Following the ten (10) day rescission period, PURCHASER may receive a full refund of all non-allocated and allocated funds of the original purchase with a fifteen (15) percent rescission fee assessed on the balance of funds requested for refund. Notice of a request for rescission must be delivered personally to Universal Settlements, with a copy sent by Certified Mail to the Trustee. All rescissions meeting the aforementioned criteria will be processed within thirty (30) days of delivery.

SECTION FOUR—PURCHASE INSTRUCTIONS

PURCHASER hereby agrees to deposit the sum of U.S.$____________._____ into Mills, Potoczak & Co. Universal Settlements Escrow Account in Trust (referred to as "Purchaser Deposit"). Make cheques/money orders payable to Mills, Potoczak & Co. Universal Settlements Escrow Account. Purchaser acknowledges that Mills, Potoczak & Co. is not acting on behalf of the Purchaser with respect to this agreement. The Purchaser hereby authorizes Mills, Potoczak & Co. to pay all or part of the Purchaser deposit as directed by Universal Settlements. The PURCHASER Deposit is for the purpose of Universal Settlements purchasing the death benefit of one or more U.S. policies (or portions thereof) and completing Life Settlements on behalf of PURCHASER. The firm designated in the trust/escrow agreement is authorized to pay closing costs and fees and expenses and to release Purchase Funds upon the closing of each Settlement. PURCHASER hereby appoints Universal Settlements to act as PURCHASER'S agent in the negotiation and consummation of one or more Life Settlement(s) which meet or exceed the minimum criteria set forth below with the total amount divided between the programs as follows:

AMOUNT OF PURCHASE (U.S.$)	DESCRIPTION OF SPECIFIC INSTRUCTION(S)	GUARANTEED PAYMENT AMOUNTS (U.S.$)
$__________.____	[22% Return] *2-YR. ILS™ PROGRAM, returning(x1.22)	$__________.____
$__________.____	[35% Return] *3-YR. ILS™ PROGRAM, returning(x1.35)	$__________.____
$__________.____	[48% Return] *4-YR. ILS™ PROGRAM, returning(x1.48)	$__________.____
$__________.____	[28% Return] *2-YR. PROGRAM, returning (x1.28)	$__________.____
$__________.____	[42% Return] *3-YR. PROGRAM, returning (x1.42)	$__________.____
$__________.____	[58% Return] *4-YR. PROGRAM, returning (x1.58)	$__________.____
$__________ ____	% Return] *OTHER PROGRAM, returning (x	$__________
TOTAL $	*Returns are tied directly to the projected life span or date of death of one or more Viators/Senior Citizens.*	TOTAL $

In all programs life expectancy may vary, and there is no guarantee that the death benefit of the insurance policy will be paid to the PURCHASER within the program period estimated above. PURCHASER further acknowledges that medical advances and other factors could alter the diagnoses that a seller of a life insurance policy is terminally ill after the Life Settlement is closed. Such an altered diagnosis will not permit PURCHASER to rescind the transaction; the sole right of rescission being that set forth in Section Three above.

In the GLS™ Program(s), Guaranteed Maturity Date is measured by the life expectancy (LE) PLUS an additional 24 months beyond the final closing date.

MINIMUM CRITERIA: (To be initialed by PURCHASER)

___ PURCHASER acknowledges that the cost and fees for all services, (operating costs including: physician's fees, legal fees, consultants' fees, Trust Account costs, and fees to UNIVERSAL SETTLEMENTS) provided by UNIVERSAL SETTLEMENTS in accordance with the Agreement are included in the Purchase Deposit, and PURCHASER is not required to make any payment other than the Purchase Deposit.

___ UNIVERSAL SETTLEMENTS does not make any representation as to the amount that will be accepted by any seller in any Life Settlement transaction or as to the amount of fees assessed by UNIVERSAL SETTLEMENTS or by any other person or entity including reviewing physicians, lawyers, or the trustee.

___ Purchase the death benefit of a U.S. policy or policies issued and/or underwritten in whole and/or in part through insurance and/or reinsurance companies rated "B+" or better by A.M. Best, or the equivalent rating by Standard & Poors or Moodys, at the time the PURCHASER'S deposit is allocated.

___ Contestability and suicide periods for policies may vary between companies. This Agreement guarantees that all policies shall be beyond the contestability and suicide periods.

___ PURCHASER must be named as either an absolute, irrevocable, non-transferable or direct beneficiary. Other PURCHASERS may also be beneficiaries on same policy.

___ A Third party trustee must be named as Owner, unless otherwise required by law, and in special circumstances beneficiary of the Life Insurance Policy(ies) to track patient progress, monitor patient medical history and, upon maturity, file claim(s).

___ Trustee will pay insurance policy(ies) premiums until actual maturity(ies).

___ Send PURCHASER a copy of the certification of coverage, reassignment of beneficiary form(s), independent medical review, and any other closing documents.

PURCHASER hereby authorizes UNIVERSAL SETTLEMENTS to: 1) Enter into Funds Transfer Agreements and Instructions to facilitate any Life Settlement(s) and/or death benefit to be paid directly to PURCHASER or any person PURCHASER so subsequently designates; 2) File, complete and record any document(s) reflecting the assignment of benefits with the insurance carrier of any policy and/or death benefits purchased hereunder; and 3) Do any and all other actions which may be necessary to facilitate a Life Settlement(s). PURCHASER hereby directs Trustee to adhere to all directives and instructions received from UNIVERSAL SETTLEMENTS.

FURTHERMORE:

This Agreement shall be binding not only upon the Parties hereto but also upon their legal representatives, successors and assigns. The rights and obligations under this Agreement shall inure to and be binding upon the successors-in-interest, heir's assigns, executors and administrators of the parties hereto. Each party hereof represents that it or its representative has the requisite authority to enter into this Agreement.

This Agreement contains the entire agreement of the parties regarding the subject matter hereto and there are no other promises or conditions in any other agreement whether oral or written. No other representations, agreements, or covenants, whether written or oral, shall govern this relationship. PURCHASER understands and acknowledges that the obligations of UNIVERSAL SETTLEMENTS are exclusively as set forth in this agreement and that no representations, statements or warranties which may have been made by representatives of UNIVERSAL SETTLEMENTS shall be binding on UNIVERSAL SETTLEMENTS.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

____
REPRESENTATIVE (Signature)

______________________________ ____________
REPRESENTATIVF (Print Name) CODE #

____
Universal Settlements International Inc.
PRINCIPAL

____
PURCHASER (Signature)

______________________________/____________
PURCHASER (Print Name) SSN #

____
JOINT PURCHASER (Signature) (Non-Qualified Accts.)
(Joint PURCHASER means "Joint Tenant With Rights of Survivorship" unless otherwise specified)

______________________________/____________
JOINT PURCHASER (Print Name) SSN #

REQUIRED ATTACHMENTS

1. **This Purchase Request Agreement PLUS Power of Attorney & Disclosure.**
2. **CHECK Made Payable to: MILLS, POTOCZAK & COMPANY UNIVERSAL SETTLEMENTS ESCROW ACCOUNT.**

27600 CHAGRIN BOULEVARD
SUITE 200
CLEVELAND, OHIO 44122-4421

PURCHASE REQUEST AGREEMENT MUST BE ORIGINAL - COPIES ARE NOT ACCEPTED.
SEND OVERNIGHT TO:

UNIVERSAL SETTLEMENTS INTERNATIONAL INC.
490 DUTTON DRIVE, SUITE C6
WATERLOO, ON N2L 6H7
CANADA

DISCLOSURE

This disclosure is prepared to ensure that with respect to purchasing a Life Settlement(s); the purchaser has full understanding of all items listed below.

The undersigned purchaser understands as follows:

1. Life Settlements are illiquid until maturity.
2. Purchaser has adequate means of providing for his/her current financial needs and possible personal contingencies, and has no need for liquidity in his/her purchase.
3. The insured's life expectancy has been estimated by an independent reviewing physician. It is the estimated life expectancy that is used as the anticipated term of the policy holding period. The life expectancy underwriting is not an exact science, therefore, a Life Settlement could mature before or beyond the anticipated term (estimated life expectancy).
4. All purchase amounts and guaranteed payment amounts are in U.S. currency.
5. Universal Settlements' Life Settlement programs are intended only for the purchase of U.S. life insurance policies or of benefits thereunder.

I hereby fully understand the above items as hereinabove contained, this ________ Day of ________________ 20___.

Witness   Purchaser