Court File No. 08-CL-7878

*ONTARIO*
**SUPERIOR COURT OF JUSTICE**
**(COMMERCIAL LIST)**

**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**

**AFFIDAVIT OF JEFFREY PANOS**
**(sworn June 10, 2009)**

I, JEFFREY PANOS, of the City of Burlington, Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am the President of Universal Settlements Inc. ("USI") and have held this position since Christopher Halas and I acquired all of the shares of USI (through The Brokerwise Group Inc. and 1508211 Ontario Inc., respectively) in January 2007. Prior to that time, I was employed by USI as Vice-President of business development.

2. 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.

3. I have read the Affidavit of Gilbert Pereira sworn June 5, 2009, in this matter, as well as the Exhibits thereto.

4. USI, as well as its two shareholders at the time, Mr. Duscio and Mr. Derek O'Brien, acted as agents for Future First Financial Group Inc. ("Future First') from approximately May 1998 until December 1999. All contracts and any payments relating to same, were between the investor and Future First only. USI received a sales commission for these sales from Future First.

5. In mid 2002, Future First went into receivership. Attached hereto as Exhibit "A" is a copy of Future First's letter to its investors dated August 20, 2002 in this regard.

6. Mr. Pereira contacted me in or about July 2007. He insisted that we meet about his investment immediately. At this meeting Mr. Pereira claimed he was an investor with USI and demanded a return of his investment monies. I had no information about Mr. Pereira or his status as an investor with USI other than what he had told me at this time. Nevertheless, as a gesture of good faith, I offered Mr. Pereira a Life Settlement investment in a corporately-owned policy for the amount of his alleged investment, as indicated in my e-mail dated August 2, 2007 to Mr. Pereira, produced as Exhibit "C" to Mr. Pereira's affidavit.

7. Based on my subsequent review of USI's records, I learned that Mr. Pereira's investment was actually with Future First as evidenced by Exhibit "B" attached hereto which includes his Purchase Agreement, Confirmation of Investment and Certificate of Investment with Future First.

8. Mr. Pereira's response to my offer is set out in his letter to me dated August 2, 2007, which is produced as Exhibit "D" to his affidavit. As appears from this letter, Mr. Pereira's position appears to be that he is entitled to a cash refund in the amount of (US) $17,069.46.

9. USI is not holding funds which belong to Mr. Pereira and there is no basis for paying him the sum of (US) $17,069.46 which he is claiming.

10. I make this affidavit in support of USI's position in response to Mr. Pereira's Notice of Motion dated June 5, 2009, and for no other or improper purpose.

| | |
|---|---|
| SWORN BEFORE ME at the City of Toronto, Province of Ontario, on this 10th day of June, 2009. | |
| Commissioner for Taking Affidavits<br>Allison Kuntz | JEFFREY PANOS |

This is Exhibit "A" referred to in the affidavit of JEFF PANOS sworn before me, this 10th day of June 2009

A COMMISSIONER FOR TAKING AFFIDAVITS

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# DAVID M. LEVINE, CONSERVATOR

**for Future First Financial Group, Inc.**
Suite 2600
201 S. Biscayne Boulevard
Miami, FL 33131-4336
Telephone: (866) 852-6746
Facsimile: (305) 536-1116

August 20, 2002

RE: Future First Financial Group
Now In Conservatorship

Dear Future First Investor:

Please be aware that on August 9, 2002, an Order Appointing Conservator for Future First Financial Group, Inc., of Ponte Vedra, Florida ("Future First"), was entered by the 7th Judicial Circuit Court, In and For St. Johns County, Florida, by The Honorable J. Michael Traynor ("Order"). Future First is a former viatical settlement provider whose Florida license was revoked on May 17, 2002. A copy of the Order, including an Order Amending Clerical Error, issued on August 14, 2002, are enclosed.

The Court's Order appointed the undersigned, David M. Levine, as Conservator of Future First, and authorized the Conservator to take immediate possession of all Conservatorship Assets, including the life insurance policies held by or for the benefit of Future First, The Fidelity Trust, and Future First investors ("Future First Policies"). This action was taken in an effort to protect the interests of all Future First investors. A preliminary review of documentation recovered by the Conservator indicates that you may have invested funds with Future First, and may believe that you have a beneficial interest in one or more Future First Policies.

The Order authorizes the Conservator to take custody and control of the Conservatorship Assets, manage all Conservatorship Assets, and take all necessary steps to protect investors' interests. Accordingly, as Conservator, I and my team, which includes professionals with extensive experience in the areas of conservatorship law, forensic accounting, and computer systems analysis, are working to protect your financial interests in the Future First Policies. Foremost among our efforts, we are taking immediate steps to attempt to prevent the lapse of Future First Policies by paying premiums with existing funds and, because these existing funds may be insufficient, by attempting to secure funds to provide for continued premium payments. The options we are pursuing include the possibility of financing premiums through an outside financing firm or firms. Such a firm would be paid from existing Future First funds seized by the Conservator, or would have a lien against the net proceeds of any eventual sale of the Future First Policies approved by the Court. We are also aggressively seeking and attempting to secure other Future First assets, and are attempting to continue collecting proceeds of Future First Policies as they mature.

Many of you have asked whether you should forward premium payments to the Conservator or to the insurance company or companies which issued policies in which you believe you have a beneficial interest. At this time, and for the reasons expressed below, we can not advise you to send any premium payments to the Conservator or to any insurance companies.

Ultimately, the Conservator will recommend to the Court a plan for the final disposition of all Conservatorship Assets, including the Future First Policies. This recommendation will be made only after we have accounted for all Conservatorship Assets, and completed our ongoing review of Future First records. Through this review we are attempting to confirm whether or not your investment interest is in a specific Policy or Policies, or whether your interest is instead a proportional interest in the proceeds recovered by the Conservator from all valid Future First Policies and other Conservatorship Assets, based on the proportion of your investment to the total funds invested in Future First. Unfortunately, given the poor state of the Future First records obtained by the Conservator, an estimate as to when this determination will be complete is not possible at this time.

We are sending this letter to all known investors. Because of the state of the records we have received, we are currently attempting (i) to verify the identity of all investors and the amounts invested, and (ii) to reconstruct and identify all Future First Policies, and (iii) determine an aging schedule of premium due dates. All of this information was supposed to be provided to the Conservator by Life Settlements, but was not received in a suitable form. To assist in our attempt to verify this information, you will be receiving in the future a detailed claim form which will request that you provide verification of your investment claims.

Please realize that we are still in the preliminary stages of our evaluation, and will be sharing additional information with you as it becomes available. To limit the expense of future mailings, the Conservatorship has established a toll-free Investor Information Line where you can obtain updated information regarding the Conservatorship. The Investor Information Line telephone number is 1-866-852-6746. The Conservatorship is also in the process of establishing a website to provide investors with additional information. When the website is completed, the website address will be available through the Investor Information Line.

Please be assured that we are doing our best to protect your interests and keep you informed of changes as they occur. Thank you for your patience and understanding in this matter. Notwithstanding all of our efforts, based on the current condition of the books and records of Future First/Life Settlements and the amount of currently available funds, there is no guarantee that the Conservator will be successful in preventing the lapse or cancellation of one or more of the Future First Policies.

Finally, please see the enclosed list of questions which many of you have asked (by telephone, correspondence, or e-mail) or may ask during the early stages of this Conservatorship proceeding, and our preliminary responses to those questions.

Sincerely,

[SIGNATURE IN ORIGINAL]

David M. Levine, Conservator

cc: Belinda Miller, Esq.
Michael Bajalia, Esq.
Ken Levine, Esq.
Mr. Tom Moran

**Frequently Asked Questions**

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# Text Of Current Message On Conservator's Toll-Free Line: (866) 852-6746 01-24-2005

Thank you for calling the Future First Conservator's toll-free investor line. As of December 31, 2004, the Conservator's staff began mailing checks as part of the first distribution to investors. With approximately 7,500 checks to be prepared and sent, the process of mailing all of the checks is projected to take the rest of January and the first half of February. Checks are currently being sent to all investors whose claims have been cleared. Those investors who still have objections to their claims that have not been resolved will receive checks as those objections are cleared. The checks are being printed and mailed in a random order, not alphabetically or in order of PRA number. Therefore, it is not possible to predict when a specific investor's check will be printed and mailed. However, as stated earlier, we believe that all checks in this first distribution will be mailed by the middle of February.

The amount of the checks being mailed represents a little over 2 percent of each investor's total investment amount. An investor's total investment amount includes any additional premiums paid by the investor. Additionally, the amount of any prior distributions, such as maturities or refunds, is deducted from an investor's recovery before a check is prepared for the remaining balance, if any. This process was determined to most fairly distribute to all investors the proceeds recovered by the Conservator. As stated earlier, this is the first of what the Conservator anticipates will be multiple distributions. The Conservator anticipates making a second distribution in approximately one year, however it may be earlier or later depending on the rate at which proceeds from the sale of the portfolio of insurance policies are collected. The Conservator currently estimates that upon conclusion of the multiple distributions, investors will have received between 12 percent and 15 percent of their original investment.

Please be sure to notify the Conservator's office of any change in your address or telephone number so that you will be sure to receive future correspondence from us. Should you wish to speak to a member of the Conservator's staff, please leave your name and number at the sound of the tone and we will call you back as soon as possible.

Thank you.

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**Text Of Current Message On Conservator's Toll-Free Line: (866) 852-6746**
**04-13-2009**

Thank you for calling the Future First Conservator's toll-free investor line.

The Conservator is in the process of making a third distribution of approximately 3.2% of approved investor claim amounts, which is approximately 1% more than each of your prior distributions. The distribution will be largely completed by the end of April. We appreciate your patience.

The Conservator currently estimates that upon the conclusion of the current and all future distributions, and assuming the Court-approved purchaser of the policy portfolio does not default on future payments due, investors will have received between 12 and 15 percent of their original investment.

Please be sure to notify the Conservator's office of any change in your address or telephone number so that you will be sure to receive future correspondence from us. If you have not received an initial distribution check or a letter concerning one or more pre-conservatorship distributions to you, and you wish to find out the status of your claim, please call and leave a message for Attorney Jack Brennan at (850) 224-0141.

For updated case information please visit the Conservator's web site at www.insurance-conservator.com

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This is Exhibit "B" referred to in the affidavit of JEFF Panos sworn before me, this 10th day of June 2009

A COMMISSIONER FOR TAKING AFFIDAVITS

# FUTURE FIRST FINANCIAL GROUP, INC

## THE VIATICAL SETTLEMENT COMPANY

## PURCHASE REQUEST AGREEMENT

**PRINT NEATLY AND ACCURATELY**

**THIS PURCHASE REQUEST AGREEMENT (the "agreement")** is made effective this 16 day of June, in the year of 1998, by and between **FUTURE FIRST FINANCIAL GROUP, INC.,** of 5000 Sawgrass Village Circle, Suite 23, Ponte Vedra Beach, Fl. 32082 hereinafter called **"FUTURE FIRST"** and

ACCOUNT REGISTRATION:

**Individual or Joint Account**

GILBERT ______ PEREIRA ______ - - ______ 22 / 01 / 1961
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**

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

______ Uniform Gifts/Transfer to Minors Act ______ - - ______
State of Residence | Minor's Social Security Number (SSN)

OR **Trust, Corporation, Partnership, Retirement Plan, Or Other Entity**

______ - - ______
Name | Taxpayer Identification Number (TIN)

______
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)

**ADDRESS**

23 VANIER DR. ______ Daytime Phone (905) 564 - 1195
Street Address | Area Code

KITCHENER ONTARIO N2C 1S4 ______ Evening Phone (519) 578 - 4194
City | State | Zip Code | Area Code

I am a Citizen of: ____ U.S. or CANADA (Country of Residence)

**hereinafter called "PURCHASER".**
**WITNESSETH:**

**WHEREAS:** FUTURE FIRST is in the business of identifying and purchasing, as an agent for third party PURCHASER'S, life insurance policies (and all related death benefits) of terminally ill people meeting certain specified criteria; and,

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 Future First, with a copy sent by Certified Mail, return receipt requested 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 $ 32,069.46 **into the FIDELITY VIATICAL TRUST ACCOUNT or with the appropriate Third-party Administrator. (Do not send cash. Make checks/money orders payable to the Fidelity Viatical Trust Account or the appropriate Third-Party Administrator. For qualified accounts, enclose first year annual fee by separate check/money order). The PURCHASER Deposit is for the purpose of Future First purchasing one or more policies (or portions thereof) and completing Viatical Settlements on behalf of PURCHASER. The law firm designated in the trust/escrow agreement is authorized to instruct Trustee to pay closing costs and fees and expenses and to release Purchase Funds upon the closing of each Viatical Settlement. PURCHASER hereby appoints Future First to act as PURCHASER'S agent in the negotiation and consummation of one of more Viatical 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** | **DESCRIPTION OF SPECIFIC INSTRUCTION(S)** | | **GUARANTEED PAYMENT AMOUNTS** |
|---|---|---|---|
| $ ______.___ | [12% Return] | * 1 YR. PROGRAM, returning (x 1.12) | $ ______.___ |
| $ ______.___ | [28% Return] | * 2 YR. PROGRAM, returning (x 1.28) | $ ______.___ |
| $ 32069.46 | [42% Return] | * 3 YR. PROGRAM, returning (x 1.42) | $ 45538.63 |
| TOTAL $ 32069.46 | | | TOTAL $ 45538.63 |

****In all programs life expectancy may vary, and there is no guarantee that the insurance policy purchased will pay a death benefit to 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 Viatical 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.**

**NOTE: Enclose Qualified Account 1st year Annual Fee under separate check/money order.**

**MINIMUM CRITERIA: (To be initialed by PURCHASER)**

GP **PURCHASER acknowledges that the cost and fees for all services provided by Future First in accordance with this Agreement are included in the Purchase Deposit and PURCHASER is not required to make any payment other than the Purchase Deposit. PURCHASER acknowledges and agrees that the Purchase Deposit shall be used to fund the Viatical Settlement(s) and to pay operating costs including, but not limited to, physician's fees, laboratory costs, attorney's fees, consultant's fees and trust account costs, with the remainder to be retained by Future First as its fee. Future First does not make any representation as to the amount that will be accepted by any seller in any Viatical Settlement transaction or as to the amount of fees assessed by Future First or by any other person or entity including reviewing physicians, attorneys, laboratories or the trustee.**

GP **Purchase policy (ies) issued and/or underwritten in whole and/or in part through insurance and/or reinsurance companies rated "A-" or better by A.M. Best, or the equivalent rating by Standard & Poors or Moodys, at the time the PURCHASER'S deposit is allocated** [*waived by PURCHASER, initial here*] GP.

GP **Contestability and suicide periods for policies may vary between companies. This Agreement guarantees that all policies shall be paid in full upon maturity.**

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

GP ***FIDELITY VIATICAL TRUST* must be named as Owner of the Life Insurance Policy(ies) to track patient progress, monitor patient medical history and, upon maturity, file death claim(s).**

GP **Trustee will pay insurance policy(ies) premiums until actual maturity(ies) out of FIDELITY VIATICAL SPECIAL TRUST ACCOUNT.**

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

PURCHASER hereby authorizes FUTURE FIRST to: 1) Enter into Funds Transfer Agreements and Instructions to facilitate any Viatical Settlement and/or death benefit to be paid directly to PURCHASER or any person PURCHASER so subsequently designates or PURCHASER'S qualified custodial account; 2) File, complete and record any document(s) reflecting the irrevocable 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 Viatical Settlement. PURCHASER hereby directs Trustee to adhere to all directives and instructions received from FUTURE FIRST unless and until contrary written instructions are received by Trustee from PURCHASER.

SECTION FIVE – GOVERNING LAWS
Any dispute arising out of this Agreement, or relating to the business relationship established hereunder, between the PURCHASER(S) and Future First and/or its representative (s) shall be resolved by arbitration. The arbitration shall be conducted by the American Arbitration Association (AAA) in accordance with the Commercial Arbitration rules in effect during the time the arbitration is conducted. It is agreed that the locale of the arbitration shall be either Jacksonville, Florida or Atlanta, Georgia, at the option of the party initiating the proceeding. Appeals from the arbitrator(s) decision, and other matters of procedure, shall be as stated in the Federal Arbitration Act, 9 U.S.C. Section 1 et. seq.
Notwithstanding the above, the parties agree that Future First shall have the right, without waiving its right of arbitration, to obtain temporary and preliminary injunctive relief from a court of law. Any such application shall be presented to a state or federal court of Jacksonville, Florida or Atlanta, Georgia which shall be the exclusive venues for any such proceeding. In any dispute the prevailing party, in addition to any recovery, award or settlement, shall be reimbursed for its reasonable attorneys fees and costs.

FURTHERMORE:
This Agreement shall be binding not only upon the Parties hereto but also upon their legal representatives, successors and assigns. This Agreement shall be interpreted, enforced and governed by the laws of the State of Florida, USA. The rights and obligations under this Agreement shall inure to and be binding upon the successors-in-interest, heirs, 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 FUTURE FIRST are exclusively as set forth in this agreement and that no representations, statements or warranties which may have been made by representatives of FUTURE FIRST shall be binding on FUTURE FIRST.**

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

| | |
|---|---|
| **REPRESENTATIVE** (Signature) | Albert Pereira Jr. <br> **PURCHASER** (Signature) |
| **REPRESENTATIVE** (Print Name) / **CODE #** | **PURCHASER** (Print Name) / **Social security #** |
| **Future First Financial Group, Inc. PRINCIPAL** | **JOINT PURCHASER** (Signature) **(Non-Qualified Accts.) (Joint PURCHASER means "Joint Tenant With Rights of Survivorship" unless otherwise specified)** |
| | **JOINT PURCHASER** (Print Name) / **Social Security #** |

## REQUIRED ATTACHMENTS

**NON-QUALIFIED FUNDS:**

1. This Purchase Request Agreement PLUS Suitability Questionnaire.
2. CHECK Made Payable to: FIDELITY VIATICAL TRUST ACCOUNT

**QUALIFIED FUNDS:**

1. This Purchase Request Agreement PLUS Suitability Questionnaire
2. CHECK Made Payable to Third-Party Administrator *OR* Request for Funds Transfer Form completed.
3. Complete appropriate qualified account application forms.
4. CHECK or Money Order Made Payable to Third-Party administrator For 1st Year Annual Fee.

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

**FUTURE FIRST FINANCIAL GROUP, INC.**
**5000 SAWGRASS VILLAGE CIRCLE, SUITE 23**
**PONTE VEDRA BEACH, FLORIDA 32082**

# *FutureFirst* ★
FINANCIAL GROUP

OFFICE OF THE PRESIDENT

Tuesday, June 23, 1998

GILBERT PEREIRA
23 VANIER DR.
KITCHENER ON

| | | |
|---|---|---|
| ***RE:*** | ***Purchase Request Agreement Number*** | ***88428*** |
| | ***Purchase Amount*** | ***$32,069.46*** |
| | ***Date Received*** | ***6/22/98*** |

Thank you for participating in the Future First Financial Group Viatical Program! Your funds will be matched with a policy that fulfills the strict medical and insurance underwriting criteria of Future First. It may take 30 to 60 days before your viatical purchase closes. The length of time it takes to close your viatical purchase relies on the insurance companies where the policies originate. Occasionally, they are slow to forward endorsements to us.

Again, thank you for being a part of this humanitarian program. The money used to purchase life insurance policies provides a much needed service to the terminally ill. Without you, this compassionate service would not be possible.

Sincerely,

Randy Stelk

cc: MGA1182

# THE FIDELITY TRUST

## *STATEMENT OF IRREVOCABILITY*

| | |
|---|---|
| FOR | GILBERT PEREIRA |
| | PRA# 88428 |
| ON THE LIFE OF | DENNIS PENOVICH |
| POLICY NUMBER | 2006951 |

I, CHARLES R. SUSSMAN, TRUSTEE OF THE FIDELITY VIATICAL TRUST, SHALL HAVE NO AUTHORITY TO TRANSFER OWNERSHIP OF SUCH POLICY OTHER THAN TO THE PURCHASER THEREOF; OR TO CHANGE ANY BENEFICIARIES THEREOF FROM THE BENEFICIARIES DESIGNATED

UNDER SEAL, I ATTEST TO THE ABOVE,

Charles R. Sussman, Trustee

CHARLES R. SUSSMAN. TRUSTEE

# FutureFirst
FINANCIAL GROUP

OFFICE OF THE PRESIDENT

## *SUMMARY OF POLICY INFORMATION*

| | |
|---|---|
| INSURED'S NAME: | DENNIS PENOVICH |
| INSURANCE COMPANY: | SECURITY LIFE OF DENVER |
| POLICY NUMBER: | 2006951 |
| FACE VALUE: | $19,415.72 |
| FUTURE FIRST PROGRAM: | 42 % |

| PRA# | PURCHASE AMOUNT | PERCENTAGE OF POLICY | DEATH BENEFIT |
|---|---|---|---|
| 71577GO | $12,253.52 | 89.62 % | $17,400.00 |
| 88428GO | $1,419.52 | 10.38 % | $2,015.72 |
| | $0.00 | 0.00 % | $0.00 |
| | $0.00 | 0.00 % | $0.00 |
| | $0.00 | 0.00 % | $0.00 |
| | $0.00 | 0.00 % | $0.00 |

/

EXECUTIVE OFFICES: P.O. BOX 1588 PONTE VEDRA BEACH, FL. 32004-1588
814 HWY A1A, SUITE 300, PONTE VEDRA BEACH, FL 32082
TELEPHONE (904) 285-8900 FAX (904) 285-0003
www.futurefirst.com

# THE FIDELITY TRUST

## *STATEMENT OF IRREVOCABILITY*

| | |
|---|---|
| FOR | GILBERT PEREIRA |
| | PRA# 88428 |
| ON THE LIFE OF | CHESTER DICKERSON |
| POLICY NUMBER | 5016339 |

I, CHARLES R. SUSSMAN, TRUSTEE OF THE FIDELITY VIATICAL TRUST, SHALL HAVE NO AUTHORITY TO TRANSFER OWNERSHIP OF SUCH POLICY OTHER THAN TO THE PURCHASER THEREOF; OR TO CHANGE ANY BENEFICIARIES THEREOF FROM THE BENEFICIARIES DESIGNATED

UNDER SEAL, I ATTEST TO THE ABOVE,

Charles R. Sussman, Trustee

CHARLES R. SUSSMAN, TRUSTEE

**FutureFirst**
FINANCIAL GROUP

OFFICE OF THE PRESIDENT

## *SUMMARY OF POLICY INFORMATION*

| | |
|---|---|
| INSURED'S NAME: | CHESTER DICKERSON |
| INSURANCE COMPANY: | AMERUS LIFE INS CO |
| POLICY NUMBER: | 5016339 |
| FACE VALUE: | $500,000.00 |
| FUTURE FIRST PROGRAM: | 42 % |

| PRA# | PURCHASE AMOUNT | PERCENTAGE OF POLICY | DEATH BENEFIT |
|---|---|---|---|
| 57222GO | $7,081.41 | 2.01 % | $10,055.60 |
| 60612GO | $3,053.92 | 0.87 % | $4,336.57 |
| 64455GO | $5,630.17 | 1.60 % | $7,994.84 |
| 63603GO | $9,014.08 | 2.56 % | $12,799.99 |
| 63643GO | $10,000.00 | 2.84 % | $14,200.00 |
| 63190GO | $4,678.77 | 1.33 % | $6,643.85 |
| 59273GO | $4,328.48 | 1.23 % | $6,146.44 |
| 89418GO | $11,250.00 | 3.20 % | $15,975.00 |
| 83771GO | $10,000.00 | 2.84 % | $14,200.00 |
| 86769GO | $13,961.27 | 3.97 % | $19,825.00 |
| 75001GO | $10,000.00 | 2.84 % | $14,200.00 |
| 87037GO | $10,000.00 | 2.84 % | $14,200.00 |
| 95898GO | $25,000.00 | 7.10 % | $35,500.00 |
| 77959GO | $25,422.54 | 7.22 % | $36,100.01 |
| 83717GO | $1,408.99 | 0.40 % | $2,000.77 |
| 85387GO | $20,000.00 | 5.68 % | $28,400.00 |
| 83918GO | $6,288.92 | 1.79 % | $8,930.27 |
| 88428GO | $30,649.94 | 8.70 % | $43,522.91 |



EXECUTIVE OFFICES: P.O. BOX 1588 PONTE VEDRA BEACH, FL. 32004-1588
814 HWY A1A, SUITE 300, PONTE VEDRA BEACH, FL 32082
TELEPHONE (904) 285-8900 FAX (904) 285-0003
www.futurefirst.com

## *SUMMARY OF POLICY INFORMATION*

| | |
|---|---|
| INSURED'S NAME: | CHESTER DICKERSON |
| INSURANCE COMPANY: | AMERUS LIFE INS CO |
| POLICY NUMBER: | 5016339 |
| FACE VALUE: | $500,000.00 |
| FUTURE FIRST PROGRAM: | 42 % |

| PRA# | PURCHASE AMOUNT | PERCENTAGE OF POLICY | DEATH BENEFIT |
|---|---|---|---|
| 78029GO | $5,403.24 | 1.53 % | $7,672.60 |
| 70532GO | $6,560.87 | 1.86 % | $9,316.44 |
| 88424GO | $15,000.00 | 4.26 % | $21,300.00 |
| 85398GO | $20,634.83 | 5.86 % | $29,301.46 |
| 78380GO | $10,000.00 | 2.84 % | $14,200.00 |
| 85407GO | $10,000.00 | 2.84 % | $14,200.00 |
| 84174GO | $2,316.99 | 0.66 % | $3,290.13 |
| 89373GO | $30,402.20 | 8.63 % | $43,171.12 |
| 71369GO | $8,661.97 | 2.46 % | $12,300.00 |
| 73656GO | $19,366.20 | 5.50 % | $27,500.00 |
| 75948GO | $15,997.89 | 4.54 % | $22,717.00 |
| | $0.00 | 0.00 % | $0.00 |



EXECUTIVE OFFICES: P.O. BOX 1588 PONTE VEDRA BEACH, FL. 32004-1588
814 HWY A1A, SUITE 300, PONTE VEDRA BEACH, FL 32082
TELEPHONE (904) 285-8900 FAX (904) 285-0003
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Court File No: 08-CL-7878

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*, R.S.C. 985, c. C-36, AS AMENDED
AND IN THE MATTER OF A PLAN OF COMPROMISE OF ARRANGEMENT OF UNIVERSAL SETTLEMENTS INTERNATIONAL INC.**

***ONTARIO***
**SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced at Toronto

**AFFIDAVIT OF JEFFREY PANOS
(sworn June 10, 2009)**

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