This is Exhibit "A" to the

Affidavit of James Torchia

Sworn to this 4th day of June, 2009

John J. Keenan

A Commissioner for Taking Affidavits, etc.

John J. Keenan

Agreement By and Between
Universal Settlements International, Inc. and
National Viatical, Inc.

This Agreement is made this 26th day of July, 2005 by and between Universal Settlements International, Inc. ("USI") and National Viatical, Inc. (NVI"), collectively referred to as "Parties."

Whereas, on January 14, 2005, USI and Bruce S. Kramer, in his capacity as Receiver for Trade Partners, Inc. (the "Receiver") entered into a Purchase and Sale Agreement for a portfolio of approximately 850 life insurance policies ("Portfolio");

Whereas, on July 19, 2005, the United States District Court for the Western District of Michigan approved the Purchase and Sale Agreement;

Whereas, USI will soon take ownership of the Portfolio;

Whereas, USI is obligated to its funders and investors to effectively and efficiently manage the Portfolio on their behalf;

Whereas, USI does not have the staff to carry out this responsibility;

Whereas, NVI has comprehensive knowledge of the Portfolio in that it has been managing the Portfolio since June 2003;

Whereas, NVI is a skilled leader in the viatical and life settlement industry;

Whereas, NVI has cutting edge tools used in the viatical and life settlement industry;

Whereas, NVI has access to information relating to the locating and purchasing of additional policies not part of the Portfolio;

Whereas, USI is desirous of access of said information;

Now therefore, in consideration of the mutual promises and covenants contained herein and such other consideration the sufficiency and receipt of which is hereby acknowledged, the Parties hereby agree as follows:

NVI will assist USI with all of the following:

Obtaining Verification of Coverage (VOC) forms from the insurance company for each policy, which will include current cash values and all premium data including premium illustrations (if applicable);

Obtaining blank change of beneficiary forms and change of ownership forms from the insurance companies;

Obtaining updated medical records for the insured on policies which are part of the Portfolio;

Obtaining new life expectancy certificates from American Viatical Services and/or 21st Services;

Obtaining new medical releases and insurance releases from each insured when necessary;

Obtaining current medical status from each insured's physician;

Searching for policy maturities, and

If a maturity is found, to obtaining claim forms from the insurance company, death certificate from proper entity and sending the completed forms to USI to forward to the insurance company;

NVI will also assist with the following:

Notifying USI of the death of insureds/viators;

Tracking premiums (amounts due and due date);

Tracking the cash value of policies in the portfolio;

Tracking policy loans and collateral assignments;

Analyzing policy conversion options;

Conferring with USI to determine whether policy conversion options should be exercised;

Determining whether insured is eligible for waiver of premiums and assisting with the waiver process;

Analyzing Portfolio for defective or invalid policies and conferring with USI on future course of action regarding said policies;

Analyzing and policies that were purchased without evidence of insurability (group policies) and conferring with USI on future course of action regarding said policies;

Contacting the employer who holds master group policies for which there are underlying certificates to update files and coordinating other issues wherever necessary; and

Identifying group policies that may need to be converted into individual policies.

In addition, NVI hereby grants USI a right of first refusal for policies available for sale by NVI for 18 months from the date of this Agreement.

In consideration of the foregoing, USI will pay to NVI the sum of five million U.S. dollars ($5,000,000.00).

This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreements, negotiations, and discussions between the

Parties with respect to the subject matter covered hereby. The Parties each acknowledge that, in entering into this Agreement, each is not relying upon any representations or warranties made by anyone other than those terms and provisions expressly set forth herein. This Agreement may not be altered, amended, waived, modified, or otherwise changed in any respect or particular whatsoever except in writing signed by both Parties. The Parties further acknowledge and agree that they will make no claim at any time or place that this Agreement has been orally supplemented, modified, or altered in any respect whatsoever.

In any action to enforce the terms of this Agreement, the prevailing Party shall be entitled to an award of the reasonable attorneys' fees and costs of litigation incurred in enforcing that Party's rights pursuant to this Agreement.

This Agreement is the product of mutual negotiations and shall not be construed for or against any Party as a result of the Party drafting or transcribing it. Moreover, this Agreement shall be deemed executed in the State of Georgia and shall be construed pursuant to Georgia law, without reference to conflict of laws principals. Any Party not an express signatory to this agreement shall be considered a third party beneficiary.

Should any provision of this Agreement be held invalid or illegal, such invalidity or illegality shall not invalidate the whole of this Agreement, but, rather the Agreement shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the Parties shall be construed and enforced accordingly. To that end, each word, phase, clause, sentence and paragraph of this Agreement is deemed severable.

In Witness Whereof, this Agreement is hereby executed.

Universal Settlements International, Inc.

By: ______________________

Name: Tony Rusciano

Title: President

Date: July 26, 2005.

National Viatical, Inc.

By: ______________________

Name: James Torchia

Title: CEO

Date: 7/26/05