

Application Cover Page



MissionLife
Financial Inc.

Borrower Name: _____
(Prefix) (Full Name)

of Donation Units (PU): _____ Loan Amount: _____
of Donation Units # of Donation Units x \$ 10,560

Pre-paid Interest (PPI): _____ Pledged Amount: _____
#PU x \$1800 = Cheque Amount 3% of Loan Amount = Cheque Amount

of Treatment Units (TU): _____ Interest Rate: **4.26%** Application Date: June, 2010
Loan Amount ÷ \$120.00

Document Check List

Please ensure all sections are completed before submitting your application.

CHEQUES

<p>Cheque #1 - Charity Donation to Your Selected Charity</p> <ul style="list-style-type: none"> <input type="checkbox"/> Payee is "TGSF" or "CFPC" as per Pledge Agreement <input type="checkbox"/> Amount is at least 3% of Loan Amount applied for with MissionLife Financial as calculated on Donation Schedule. Additional amounts are welcome <input type="checkbox"/> Written amount of cheque matches numeric amount <input type="checkbox"/> Cheque is dated for the current date <input type="checkbox"/> Cheque is signed 	<p>Cheque #2 - Pre-paid Interest to MissionLife Financial</p> <ul style="list-style-type: none"> <input type="checkbox"/> Payee is "MissionLife Financial Inc." <input type="checkbox"/> Amount is for Pre-paid interest as calculated on Donation Schedule <input type="checkbox"/> Written amount of cheque matches numeric amount <input type="checkbox"/> Cheque is dated for the current date <input type="checkbox"/> Cheque is signed
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DOCUMENTS AND FORMS

<p>Application Cover Page</p> <ul style="list-style-type: none"> <input type="checkbox"/> Signed by applicant if resident of Quebec <input type="checkbox"/> Signed by Independent Representative <p>Loan Application & Agreement</p> <ul style="list-style-type: none"> <input type="checkbox"/> Borrower information completed <input type="checkbox"/> Loan information completed and initialed (x3) <input type="checkbox"/> Pledge Information completed and initialed (x2) <input type="checkbox"/> Acknowledgement, Acknowledgement of Risk, and Limited Power of Attorney signed <input type="checkbox"/> Application dated and signed <input type="checkbox"/> Application witnessed and signed <input type="checkbox"/> Independent Representative information completed 	<p>Pledge</p> <ul style="list-style-type: none"> <input type="checkbox"/> Donor Information completed <input type="checkbox"/> Pledge amounts completed <input type="checkbox"/> Pledge dated and signed <input type="checkbox"/> Pledge witnessed and signed <p>Purchase Agreement</p> <ul style="list-style-type: none"> <input type="checkbox"/> Number of "Treatment Kits" repayable completed (see Appendix in bottom-right) <input type="checkbox"/> Agreement dated and signed <input type="checkbox"/> Agreement witnessed and signed 	<p>Promissory Note</p> <ul style="list-style-type: none"> <input type="checkbox"/> Amount of Promissory Note completed <input type="checkbox"/> Borrower Name completed (x2) <input type="checkbox"/> Note dated and signed
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POUR DES RESIDENTS DU QUÉBEC/FOR RESIDENTS OF QUEBEC

Ce document et tous les documents y afférents ont été rédigés en anglais à la demande de l'emprunteur.
 (The Documents have been drafted in English at the Borrower's/Donor's request.)

NAME _____ SIGNATURE _____

FOR INDEPENDENT REPRESENTATIVES

All aspects of this program have been accurately communicated in accordance to the standards of the Agent Agreement.

NAME _____ REP # _____

SIGNATURE _____

F.A.S.T. REPRESENTATIVE _____

LOAN APPLICATION & AGREEMENT

Borrower Information (All fields marked with an asterisk (*) are MANDATORY and MUST be completed)

*Full Name: _____ *Tel: _____
 *Street Address: _____ Fax: _____
 *City, Province, Postal Code: _____ Cell: _____
 *Email _____ *S.I.N.: _____

Your Loan Information

Borrower's Initials

Loan Amount of \$ _____ to be borrowed from MissionLife Financial Inc. (see Credit Certificate)
 Borrower's Interest Rate of **4.26%** per annum
 Borrower has delivered Pre-Paid Interest of \$ _____ as a partial prepayment of interest due in respect of the loan

Your Pledge Information

Borrower's Initials

Gift #1: The Pledged Amount of \$ _____ to be gifted to your choice of either Trinity Global Support Foundation or Canadian Friends of Pearl Children, (the "Charity"), as selected by you on the attached Pledge Agreement.

Gift #2: The pledged pharmaceuticals consisting of _____ Donation Units to be gifted to the Charity

Your Acknowledgement

- The Borrower acknowledges that the Lender will rely on the representations and warranties and other information made herein by the Borrower in deciding whether to accept this loan application and limited power of attorney (the "Loan Application").
- The Borrower acknowledges that the Borrower has been advised to and has been given the opportunity to obtain independent legal advice with respect to the Loan Application, including all schedules and all aspects of the program.
- The Borrower further acknowledges that the Borrower is not relying on any representations (expressed or implied) made by MissionLife Financial Inc., or any of its officers, directors, employees, agents, or independent representatives, in delivering or participating in this application.

Borrower's Signature: X

Your Acknowledgement of Risk

I am a participant in the loan and donation program (the "Program") promoted by MissionLife Financial Inc. ("MLF") and I acknowledge the following:

- I am participating in the MLF Program entirely at my own risk and choosing.
- I have been advised to obtain independent legal and tax advice before participating in the MLF Program.
- If the promoter has received tax or legal opinions from its own legal counsel, I understand that that these counsel do not act for me, and that I cannot rely on their opinions or on the promoter in deciding whether to participate in the MLF Program and whether it is suitable for me.
- I have been advised to review a Taxpayer Alert issued in August 2007 by the Canada Revenue Agency ("CRA"). A transcript is available on the CRA website at www.cra-arc.gc.ca/nwsrm/lrts/2007/070813-eng.html
- The CRA and Revenue Quebec have each issued a tax shelter identification number for the Program, but I understand that neither have either evaluated, endorsed, or guaranteed the tax benefits that may result from my participation in the MLF Program. Further, CRA and Revenue Quebec reserve the right to review all registered tax shelters in order to ensure compliance with the income tax act and same may reassess my tax return accordingly, at which time I may have to exercise my right to object and/or appeal any reassessment, and ultimately surrender to a judicial ruling (whether of a test case or my own) in the tax court of Canada, which may uphold the reassessment in whole or in part

Borrower's Signature: X

Limited Power of Attorney

Upon acceptance of this Loan Application where MISSIONLIFE FINANCIAL INC. ("MLF") agrees to lend the Loan Amount, the UNDERSIGNED irrevocably constitutes and appoints MLF who is the registrant of the tax shelter TS074385 and QAF-09-01308, or its assignees, as the UNDERSIGNED'S true and lawful attorney and agent on behalf of the undersigned with full power and authority in the name, place, and stead of the undersigned and for the benefit of the undersigned to immediately and unconditionally and irrevocably:

- Complete, sign, date and deliver to MLF a promissory note in the form attached hereto as Schedule B to this Loan Application, as well as any and all other documentation in connection with the transactions contemplated by this Loan Application;
- Deliver to the Charity, as selected by you on the attached Pledge Agreement:
 - The Undersigned's Pledge for a gift of cash ("the Pledged Amount"), with payment in full therefor, and
 - The Undersigned's Pledge for a gift of Treatment Units (as defined in the Pledge);
- Deliver to LOGIPHARM DISTRIBUTING INC.:
 - The Purchase Agreement for Treatment Units, and any and all accompanying Limited Powers of Attorneys, Schedules, Annexes and documents (all annexed hereto and all duly signed by the Undersigned),
 - Any Credit Certificate that MLF may issue the Undersigned in connection with and upon acceptance of the Loan Application,
- Correct any handwritten insertions made to the Loan Application and all other documentation delivered in connection therewith (other than contained on this page), to the extent that such handwritten insertions are inconsistent with or conflict with the handwritten provisions of this page, which provisions on this page shall govern.

Borrower's Signature: X

TAX SHELTER IDENTIFICATION #: TS074385

QUEBEC TAX SHELTER IDENTIFICATION #: QAF-09-01308

The identification number issued for this tax shelter shall be included in any income tax return filed by the Borrower. Issuance of the identification number is for administrative purposes only and does not in any way confirm the entitlement of a Borrower to claim any tax benefits with the tax shelter.

This Loan Application together with Schedules A, B & C hereto shall collectively constitute a loan agreement ("Loan Agreement") between the Borrower and the Lender which shall constitute the entire agreement between the parties hereto in respect of the subject matter hereof. The Borrower hereby covenants and agrees to be bound by the terms and conditions of the Loan Agreement and to perform its obligations under the Loan Agreement.

SIGNED at _____ this _____ day of _____, 20____.

Borrower's Signature: X

Witness Signature: X

Witness Name: _____

Name of Independent Representative: _____ #: _____

The Lender hereby accepts the above Application this _____ day of _____, 2010.

Per: _____
 MISSIONLIFE FINANCIAL INC.



LOAN APPLICATION & AGREEMENT

Schedule A

SUBMITTED AND AGREED TO BY
you, the **"Borrower"** or the **"Applicant,"**
TO AND IN FAVOUR OF
MissionLife Financial Inc., the **"Lender"**

WHEREAS: The Applicant (interchangeably the "Borrower") has demonstrated an act of impoverishment and philanthropy by (1) making a cash donation to a "qualified donee" (for purposes of *The Income Tax Act of Canada* ("The Act")) (the "Charity"), and (2) by acknowledging that the Charity will issue an official donation receipt deflated by up to 80% of the actual cash donated; **AND WHEREAS** The Borrower has further agreed to be legally bound to purchase medical units from LOGIPHARM DISTRIBUTING INC. (the "Authorized Vendor") and has pledged the same, to the charity as selected by you on the Pledge Agreement attached hereto (the "Charity"); **AND WHEREAS:** The Borrower acknowledges that discounting the per unit cost of property to be donated will result in a discounted eligible donation amount (for purposes of The Act) equal to the reduced cost; **NOW THEREFORE THE BORROWER HEREBY REQUESTS THAT** the Lender loan (the "Loan") to the Borrower, on or prior to the 31st day of December, 2010, a Credit Certificate with a face amount equal to the Loan Amount as indicated on the face page of this Loan Agreement, (the "Credit Certificate"), in the form set out in Schedule C and on the terms and conditions set out in the promissory note attached hereto as Schedule B (the "Promissory Note") for a fee for all rights attached thereto and including an interest rate which shall not be less than the CRA Prescribed Interest Rate, the total of such fee and interest rate being the rate per annum agreed to on the face of this Loan Agreement (the "Interest Rate"), in order to enhance the Borrower's power to purchase the Treatment Units as defined in the Purchase Agreement between the Authorized Vendor and the Borrower, dated the date hereof, on the terms and conditions set out therein.

The Lender acknowledges that the Borrower has delivered to the Lender, or the Lender's agent: (a) The **"Prepaid Interest"** (as defined on the face of this Loan Agreement) as a partial prepayment of interest due in respect of the Loan; and (b) the Pledged Amount.

The Borrower acknowledges that the Lender will rely on the representations and warranties and other information made herein by the Borrower in deciding whether to accept this Loan Application. The Borrower acknowledges that the Borrower has been advised to and has been given the opportunity to obtain independent legal advice with respect to the Loan Application, including all schedules hereto. The Borrower further acknowledges that the Borrower is not relying on any representations (expressed or implied) made by MissionLife Financial Inc., or any of its officers, directors, employees, agents, or independent representatives, in delivering or participating in this application.

Upon the acceptance of this Loan Application by the Lender, as evidenced by its signing the acceptance at the bottom of the face page of this Agreement: (a) this Loan Application together with Schedule A, B, and C hereto shall collectively constitute a loan agreement ("Loan Agreement") between the Borrower and the Lender which shall constitute the entire agreement between the parties hereto in respect of the subject matter hereof and thereof; and (b) the Loan Amount is defined as the face amount of the Credit Certificate (the "Loan Amount"); and, (c) the Borrower hereby covenants and agrees to be bound by the terms and conditions of the Loan Agreement and to perform its obligations under the Loan Agreement.

The Loan

If the Loan Application is accepted by the Lender within 30 days of the execution of the Loan Application by the Borrower, the Lender shall, loan to the Borrower the Credit Certificate on the terms and conditions set out in the Loan Agreement.

The Loan Amount shall be due and payable by the Borrower without the necessity of demand on the date (the "Due Date") at the end of the term of the loan which shall be 8 years from the date hereof (the "Loan Term"), and may be satisfied either, (i) by certified cheque or bank draft payable to or to the order of the Lender, or (ii) by the delivery to the Lender of an equivalent Credit Certificate, it being acknowledged and agreed that the Credit Certificates are fully fungible, at the Lender's then registered office address in Ontario, or at such other address as may be from time to time be indicated in writing by the Lender to the Borrower as the address for payment of the Loan Amount. The Loan shall be evidenced by a promissory note in the form annexed hereto as Schedule B.

If the Loan Application is not accepted by the Lender within 30 days of the execution of the Loan Application by the Borrower, (i) the Lender shall have no obligation to the Borrower, and (ii) the Prepaid Interest (and all other documents or forms accompanying the application) shall be immediately returned to the Borrower without interest or deduction.

The Lender may, at its option exercisable by notice in writing to the Borrower, require the acceleration of the Due Date and the immediate repayment of the whole of the Loan Amount then outstanding and accrued and unpaid interest thereon at any time after any failure of the Borrower to pay when due any amount owing under this Loan Agreement.

The Loan Amount shall bear interest, calculated and payable annually in advance, at a rate per annum equal to the Interest Rate. Notwithstanding the foregoing, the Lender acknowledges receipt from the Borrower of the Prepaid Interest which shall be paid and applied by the Lender in partial satisfaction of the said interest obligation that accrues annually for the full term of this loan. Upon the initial prepaid interest being fully applied against interest in respect of the loan, the Borrower agrees that it will remit to the Lender additional interest installments in advance, as requested by the Lender, and these

additional interest installments will be applied against the remaining annual interest incurred during the term of the loan.

The Borrower may, at any time during the Loan Term, prepay or satisfy the entire, but not part of the principal amount of the Loan without notice or bonus by way of cash or return of a Credit Certificate. The Lender acknowledges that the Borrower has entered into a Purchase Agreement with LogiPharm Distributing Inc. and agrees that should the Borrower attempt to return Identical Authorized Goods to LogiPharm Distributing Inc. pursuant to clause 10 of said Purchase Agreement and should LogiPharm Distributing Inc. be unable or unwilling to return a Credit Certificate to the Borrower, then the Lender agrees to accept, directly or through an agent, the Identical Authorized Goods and to return a Credit Certificate to the Borrower.

The Borrower may, at any time during the Loan Term, prepay or satisfy the entire, but not part of the, principal amount of the Loan without notice or bonus.

The Loan Amount, any and all interest accrued thereon, and all other amounts, if any, payable by the Borrower to the Lender in connection with the Loan Agreement are herein collectively called the "Indebtedness".

Subject to the provisions of applicable law, in the event that, (i) the Borrower defaults in the payment of all or any portion of the Indebtedness when due, (ii) the Borrower fails upon request to perform any act or execute any document requested by the Lender pursuant to the provisions hereof, (iii) the Borrower is in default of any of his or her other obligations under the Loan Agreement and has not cured such default within ten (10) days after written notice thereof from the Lender, or (iv) the Borrower commits an act of bankruptcy, or any proceeding in bankruptcy is commenced against the Borrower and not dismissed within thirty (30) days of such commencement, then the entire unpaid amount of the Indebtedness shall immediately become due and payable, together with interest thereon from the date on which the applicable event occurs at a rate equal to the Interest Rate calculated and payable quarterly in arrears, with interest on overdue interest calculated and payable in the same manner.

The Borrower acknowledges and agrees that, (i) the Lender does not, by reviewing the Loan Application, make any commitment to make the Loan to the Borrower, and (ii) nothing contained herein or in any other instrument will be interpreted so as to oblige the Lender to extend any time for payment of the Indebtedness under any circumstances.

General & Indemnification

All dollar amounts referred to herein, including the symbol "\$", are expressed and shall be payable in the lawful money of Canada.

This Loan Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Each of the Borrower and the Lender irrevocably submits to the non-exclusive jurisdiction of the courts of Ontario for the purpose of any suit, action or other proceeding arising out of this Loan Agreement or the subject matter hereof brought by either the Borrower or the Lender or its successors or assigns.

The Borrower fully indemnifies and holds harmless MissionLife Financial Inc., its Directors, Officers, Agents and Representatives from any and all damages arising either directly or indirectly from the Borrower's acceptance and use of this Loan and from the Borrower's participation in the MissionLife Financial Inc. loan and donation program.

Upon acceptance of the Loan Application by the Lender, the Loan Agreement shall become binding upon the Borrower and his or her heirs, legal personal representatives, and permitted assigns. The Lender may assign this Loan Agreement without the consent of the Borrower. The Borrower may not assign this Loan Agreement without the prior written consent of the Lender, which consent may be unreasonably withheld.

Any notice or other communication to be given under this Loan Agreement shall be in writing and shall be sufficiently given if delivered in person or sent by prepaid ordinary or registered mail, in the case of the Borrower, to the address set out in the Loan Application, or in the case of the Lender, to its then registered office address in Ontario or to such other address as may be from time to time indicated by the Lender to the Borrower as the address for payment of the Loan Amount. Notices or other communications shall be deemed to be received on the date of actual delivery. Either the Borrower or the Lender may change its address for the purpose of this Section by giving written notice to the other.

Any documentation contained in this agreement and the schedules thereof, which are contained in square brackets ("[...]"), are deemed to be exclusively for instructional purpose and shall bear no legal or other effect.

The Lender shall provide all notices to the Charities as required by the Income Tax Act. [Upon completion, submit this form with any and all applicable Cheques & Application forms attached.]

The Borrower and the Lender agree that corrections to this Loan Agreement, if required, may be performed and accepted in the form of either (i) facsimile, (ii) email, or (iii) the initialing of the original Loan Agreement.

TAX SHELTER IDENTIFICATION #: TS074385

QUEBEC TAX SHELTER IDENTIFICATION #: QAF-09-01308

The identification number issued for this tax shelter shall be included in any income tax return filed by the Borrower. Issuance of the identification number is for administrative purposes only and does not in any way confirm the entitlement of a Borrower to claim any tax benefits with the tax shelter.

LOAN APPLICATION & AGREEMENT

Schedule B

SPECIMEN ONLY OF
PROMISSORY NOTE
DO NOT SIGN FORM

Principal Sum of Promissory Note: \$ _____ CAD

Borrower's Name: _____

Lender: *MissionLife Financial Inc.*

THIS PROMISSORY NOTE (this "Note") is issued in furtherance of, and is subject to, the terms and conditions of the loan agreement (the "Loan Agreement"), a copy of which is attached to this Note, resulting from the acceptance by MissionLife Financial Inc., an Ontario corporation, (the "Lender") of the undersigned's loan application and limited power of attorney of even-date herewith and is not a negotiable instrument. This Note may not be assigned or endorsed in whole or in part by the Lender unless assigned or endorsed in conjunction with an assignment of the Loan Agreement in accordance with the provisions thereof. This Note may not be assigned by the undersigned without the prior written consent of the Lender, which consent may be unreasonably withheld.

FOR VALUE RECEIVED the undersigned hereby promises to pay to, or to the order of, the Lender at the registered office of the Lender as the Lender may, from time to time, designate by notice in writing to the undersigned, the principal sum as noted above in **CANADIAN DOLLARS** (the "**Principal Sum**") or, at the undersigned's option, deliver to the Lender a Credit Certificate (as such term is defined in the Loan Agreement) at the time and in the manner set forth in the Loan Agreement, together with interest thereon at the rate and in the manner set forth in the Loan Agreement.

THE WHOLE OF the Principal Sum hereunder shall, at the Lender's option, become immediately payable and be paid upon written demand made by the Lender at any time after any failure to pay when due any amount owing by the undersigned to the Lender under the Loan Agreement. The undersigned acknowledges and agrees that any failure to make any such payment when due shall constitute a material default hereunder and the Lender shall be immediately entitled without further act or formality to proceed to enforce its rights to recover the whole of the Principal Sum hereunder together with the interest thereon and its actual costs incurred in so doing, including actual legal costs determined on a solicitor and client basis.

THE UNDERSIGNED HEREBY waives diligence, demand and presentment for payment, notice of non-payment, protest and notice of protest of this Note.

THIS NOTE SHALL be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

SIGNED at _____ this _____ day of _____, 20____.

MissionLife Financial Inc., as agent and attorney for the Borrower, or the Borrower as indicated below,

X _____
Authorized Signatory

Name of Borrower (Please Print)

TAX SHELTER IDENTIFICATION #: TS074385

QUEBEC TAX SHELTER IDENTIFICATION #: QAF-09-01308

The identification number issued for this tax shelter shall be included in any income tax return filed by the Borrower. Issuance of the identification number is for administrative purposes only and does not in any way confirm the entitlement of a Borrower to claim any tax benefits with the tax shelter.

SPECIMEN ONLY OF
CREDIT CERTIFICATE

SPECIMEN

January 2009

Credit Certificate

This Credit Certificate is from **MISSIONLIFE FINANCIAL CORP.** in the amount of
\$15,000 (FIFTEEN THOUSAND dollars & ZERO cents)



Certificate Number* _____

* Corresponds with MissionLife Financial order number
** This Credit Certificate is issued by and is the property of MissionLife Financial Inc. and is (a) redeemable for face value by legal holder or legal possessor (b) transferrable, and (c) has no expiry date

PLEDGE

Donor Information (All fields marked with an asterisk (*) are MANDATORY and MUST be completed)

*Full Name: _____ *Tel: _____
* Street Address: _____ Fax: _____
*City, Province, Postal Code: _____ Cell: _____
*Email _____ *S.I.N.: _____

*Pledged Amount: \$ _____ *Pledged Donation Units _____ Units
*equating to _____ Treatment Units
(Credit Certificate Amount divided by \$120.00)

I, the undersigned (the "Donor"), hereby wish to pledge two separate gifts to the following selected Canadian registered charity (the "Charity");

- Trinity Global Support Foundation ("TGSF") registered as a Canadian charity with Registration Number 8513 87159 RR0001.
 Canadian Friends of Pearl Children ("CFPC") registered as a Canadian charity with Registration Number 8067 46814 RR0001.

WHEREAS the donor will effect two separate gifts: (1) the Pledged Amount and (2) the Pledged Donation Units as identified above

AND WHEREAS the Donor wishes to be allowed a period of time in which to fulfill the Donor's Pledges;

AND WHEREAS one (1) Treatment Unit is defined for the purpose of this Pledge as seven (7) doses of 3-in-1 AIDS ARV Cocktail (Lamivudine 150mg/dose, Stavudine 30mg/dose, Nevirapine 200mg/dose), one (1) dosage of Ciprofloxacin (250mg/dose), and seven (7) doses of Fluconazole (150mg/dose) with each expiry date being no less than 6 months and 1 day from the moment of donation.

AND WHEREAS this Pledge is intended to be binding upon the Donor if it has been delivered directly to the Charity by the Donor, or by a lawful authorized agent or representative thereof by limited power of attorney granted by the Donor.

NOW THEREFORE this Pledge witnesses as follows:

- 1) The undersigned hereby unconditionally pledges to the Charity that the undersigned will deliver to the Charity on or before December 31, 2010, the Pledged Amount and the Pledged Donation Units.
- 2) The undersigned acknowledges and agrees that:
 - (a) this Pledge is made by the undersigned voluntarily and without expectation of any benefit, consideration, privilege, recognition, or advantage of any nature from the Charity, other than an income tax receipt in prescribed form for at least 20% of the cash amount given; and for the donor's cost of pledged Donation Units.
 - (b) the undersigned has not imposed any limitation or other restriction of any nature on the use to which the Charity may make of the subject matter of the Donations, and that the Charity may apply or use the Donations in such manner as it may in its sole and unfettered discretion consider advisable.

This Pledge Agreement between the Donor and the Charity shall constitute the entire agreement between the parties hereto in respect of the subject matter hereof. The Donor hereby covenants and agrees to be bound by the terms and conditions of the Pledge Agreement and to perform its obligations under the Pledge Agreement.

SIGNED at _____ this _____ day of _____, 20 ____.

Borrower's Signature: X _____

Witness Signature: X _____

Witness Name: _____

TAX SHELTER IDENTIFICATION #: TS074385

QUEBEC TAX SHELTER IDENTIFICATION #: QAF-09-01308

The identification number issued for this tax shelter shall be included in any income tax return filed by the Borrower. Issuance of the identification number is for administrative purposes only and does not in any way confirm the entitlement of a Borrower to claim any tax benefits with the tax shelter.

PURCHASE AGREEMENT

This agreement is made between you, the undersigned, (hereinafter called the "Purchaser") and LOGIPHARM DISTRIBUTING INC. (hereinafter called the "Authorized Vendor"). In consideration of the mutual covenants contained herein and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party), the parties hereby agree as follows:

1. **Definitions.** Capitalized terms, whenever used in the Agreement and not otherwise defined herein, shall have the following meanings: (i) "Agreement", "this Agreement", "herein", "hereof", "hereunder" or other like words means the Agreement together with the schedules and addenda attached thereto and any other agreement supplementary or ancillary thereto; (ii) "Applicable Laws" means, with respect to any Person, property, transaction, event or other matter, any Law relating or applicable to such Person, property, transaction, event or other matter; (iii) "Law" means any law, rule, statute, regulation, order, judgment, decree, treaty or other requirement having the force of law; (iv) "Lien" means any lien, mortgage, charge, hypothec, pledge, security interest, prior assignment, option, warrant, lease, sublease, right to possession, encumbrance, claim, right or restriction which affects, by way of a conflicting ownership interest or otherwise, the right, title or interest in or to any particular property; and (v) "Person" includes an individual, corporation, partnership, trust, unincorporated association or any government, Crown corporation or governmental agency or authority, or any combination of the above.
2. **Agreement to Purchase Authorized Goods.** Subject to the terms of this Agreement, the Authorized Vendor shall sell, and the Purchaser shall purchase, the property listed in the Appendix below (hereinafter collectively referred to as the "Purchased Authorized Goods").
3. **Payment of Purchase Price.** The Purchaser shall pay to the Authorized Vendor the purchase price for the Purchased Authorized Goods either (i) in cash or by certified cheque on the date hereof together with all applicable taxes, or alternatively, (ii) by providing the Credit Certificate issued by MissionLife Financial Inc. on the date hereof together with all applicable taxes.
4. **Cash Purchase Price.** If the Purchaser determines to pay the purchase price in cash or by certified cheque, the purchase price for the Purchased Authorized Goods shall be the sum of \$132.00 per Treatment Unit plus all applicable taxes.
5. **Discounted Purchase Price.** If the Purchaser determines to pay the purchase price by providing the Credit Certificate, the purchase price for the Purchased Authorized Goods shall be paid by lawful delivery of the Credit Certificate by lawful holder/possessor/bearer, the face value of which will be accepted in lieu of cash.
6. **Time of Closing.** The closing shall take place contemporaneously with the execution of this Agreement by each of the parties hereto.
7. **Deliveries at the Closing.** Once the Purchaser owns the Purchased Authorized Goods at the closing, the Purchaser hereby irrevocably grants the Authorized Vendor or its assignees a limited power of attorney to act as the Purchaser's true and lawful attorney and agent on behalf of the undersigned with the full power and authority in the name, place, and stead of the undersigned and for the benefit of the undersigned to unconditionally and irrevocably to deliver to the Charity as indicated on the attached Pledge Agreement, as signed by you: (a) the entire amount of the Purchased Authorized Goods in satisfaction of the Purchaser's pledge of Treatment Units, and to execute and deliver (i) all deeds, documents of title, conveyances, bills of sale, transfers, assignments, indentures, instruments and consents and any other documents necessary or desirable to effect the assignment, transfer and sale of the Purchased Authorized Goods to the Purchaser; and (ii) such other documents as are required or contemplated to be delivered by the Authorized Vendor pursuant to this Agreement. Included within the purchase price for the Purchased Authorized Goods will be the costs of packaging, warehousing for a period not exceeding 365 days and shipping as directed by the Charity.
8. **Representations and Warranties.** The Authorized Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying upon the following representations and warranties in connection with its purchase of the Purchased Authorized Goods:
 - (i) the Authorized Vendor has the authority to sell the Purchased Authorized Goods and has taken all necessary steps to enter into and perform this Agreement;
 - (ii) no authorization, consent or approval of, or filing with or notice to, any governmental agency, regulatory body, court or other Person or entity is required in connection with the execution, delivery or performance of this Agreement by the Authorized Vendor or the sale of any of the Purchased Authorized Goods hereunder;
 - (iii) the Purchased Authorized Goods are free of any and all Liens;
 - (iv) the sale of the Purchased Authorized Goods to the purchaser is in compliance with all Applicable Laws; and
 - (v) the Authorized Vendor shall deliver the Purchased Assets to the Charity on the terms and conditions set out in clause 7 above and provide the Purchaser with written evidence of same.
9. **Survival of Covenants, Representations and Warranties.** To the extent that they have not been fully performed at or prior to the time of closing, the covenants, representations and warranties contained in this Agreement and in all certificates and documents delivered pursuant to or contemplated by this Agreement shall survive the closing and shall continue for the applicable limitation period.
10. **Return of Credit Certificate.** Subject to the limitations of the Loan Agreement between the Purchaser and MissionLife Financial Inc. and the terms and conditions of the Credit Certificate (such as there being an unaccrued amount of interest on deposit with MLF), at any time within eight (8) years after the date of this Agreement, the Purchaser shall be entitled to require immediate delivery of the Credit Certificate by the Authorized Vendor to the Purchaser in exchange for the delivery by the Purchaser to the

Authorized Vendor, or any authorized agent, the Purchased Authorized Goods, if the Purchaser exercises its right hereunder within 30 days of the date hereof, or, if more than 30 days from date hereof, the Purchaser may instead deliver pharmaceuticals which are of pharmacologically identical type, quantity, and quality, packaged and delivered as required by the Authorized Vendor ("Identical Authorized Goods") subject to legal and regulatory requirements and certificates of analysis and subject to equivalent or greater remaining shelf life when comparing with the Purchased Authorized Goods sold and delivered by the Authorized Vendor to the Purchaser on the date hereof, and subject to an expiration date at least six months and one day after the date of delivery to the Authorized Vendor and upon receipt of the Identical Authorized Goods, the Authorized Vendor agrees to return a Credit Certificate equivalent in value to the Credit Certificate used to pay for the Purchased Assets to the Purchaser or its lawful agent.

11. **Currency.** Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in Canadian currency or Credit Certificate.
12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof. There are no warranties, conditions, or representations (including any that may be implied by statute) and there are no agreements in connection with such subject matter except as specifically set forth or referred to in this Agreement. No reliance is placed on any warranty, representation, opinion, advice or assertion of fact made by any party hereto or its directors, officers, employees or agents, to any other party hereto or its directors, officers, employees or agents, except to the extent that the same has been reduced to writing and included as a term of this Agreement. Accordingly, there shall be no liability, either in tort or in contract, assessed in relation to any such warranty, representation, opinion, advice or assertion of fact, except to the extent aforesaid.
13. **Waiver, Amendment.** Except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver.
14. **Further Assurances.** Each of the parties hereto shall promptly do, make, execute, deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other party hereto may reasonably require from time to time for the purpose of giving effect to this Agreement and shall use reasonable efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.
15. **Headings.** The inclusion of headings in this Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof.
16. **Assignment, Enurement.** This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and legal representatives. This Agreement shall not be assigned by the parties hereto without the prior written consent of the other party.
17. **Severability.** If any provisions of this Agreement shall be declared invalid or void, in whole or in part, by any court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain in full force and effect.
18. **Time of Essence.** Time is of the essence of this Agreement.
19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
20. **Execution by Fax.** Executed copies of this Agreement may be delivered by fax and shall be conclusively deemed to have been executed and delivered, and shall be binding on the party delivering such faxed copy, upon receipt by the other party hereto of such faxed copy.
21. **Counterparts.** This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.
22. **General.** Any documentation contained in this agreement and the schedules thereof, which are contained in square brackets ("[...]"), are deemed to be exclusively for instructional purpose and shall bear no legal or other effect. The Borrower and the Lender agree that corrections to this Purchase Agreement, if required, may be performed and accepted in the form of either (i) facsimile, (ii) email, or (iii) the initialing of the original Purchase Agreement.

Appendix

Authorized Goods:

If paid in Cash, \$ _____ (\$132.00 per Treatment Unit multiplied by the number of Treatment Units purchased).

If paid with MissionLife Financial Inc. Credit Certificate in lieu of Cash, then cost is _____ number of Treatment Units (equal to the Credit Certificate amount divided by the reduced price per Treatment Unit of \$120.00)

A Treatment Unit for the purpose of this agreement shall consist of:
 7 doses of the "AIDS Cocktail" 3-in-1 ARV (Lamivudine 150mg/dose, Stavudine 30mg/dose, Nevirapine 200mg/dose)
 1 dose of Ciprofloxacin (250 mg)
 7 doses of Fluconazole (150mg)

Each of the above noted medicine units will have an expiry date being no less than 6 months and 1 day from the moment of transaction.

Dated at _____ this _____ day of _____, 20 _____.

Authorized Vendor (per): _____

Witness Signature: X _____

The Purchaser (per): X _____

Witness Name: X _____

PROMISSORY NOTE

Principal Sum of Promissory Note: \$ _____ CAD

Borrower's Name: _____

Lender: *MissionLife Financial Inc.*

THIS PROMISSORY NOTE (this "Note") is issued in furtherance of, and is subject to, the terms and conditions of the loan agreement (the "Loan Agreement"), a copy of which is attached to this Note, resulting from the acceptance by MissionLife Financial Inc., an Ontario corporation, (the "Lender") of the undersigned's loan application and limited power of attorney of even-date herewith and is not a negotiable instrument. This Note may not be assigned or endorsed in whole or in part by the Lender unless assigned or endorsed in conjunction with an assignment of the Loan Agreement in accordance with the provisions thereof. This Note may not be assigned by the undersigned without the prior written consent of the Lender, which consent may be unreasonably withheld.

FOR VALUE RECEIVED the undersigned hereby promises to pay to, or to the order of, the Lender at the registered office of the Lender as the Lender may, from time to time, designate by notice in writing to the undersigned, the principal sum as noted above in **CANADIAN DOLLARS** (the "**Principal Sum**") or, at the undersigned's option, deliver to the Lender a Credit Certificate (as such term is defined in the Loan Agreement) at the time and in the manner set forth in the Loan Agreement, together with interest thereon at the rate and in the manner set forth in the Loan Agreement.

THE WHOLE OF the Principal Sum hereunder shall, at the Lender's option, become immediately payable and be paid upon written demand made by the Lender at any time after any failure to pay when due any amount owing by the undersigned to the Lender under the Loan Agreement. The undersigned acknowledges and agrees that any failure to make any such payment when due shall constitute a material default hereunder and the Lender shall be immediately entitled without further act or formality to proceed to enforce its rights to recover the whole of the Principal Sum hereunder together with the interest thereon and its actual costs incurred in so doing, including actual legal costs determined on a solicitor and client basis.

THE UNDERSIGNED HEREBY waives diligence, demand and presentment for payment, notice of non-payment, protest and notice of protest of this Note.

THIS NOTE SHALL be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

SIGNED at _____ this _____ day of _____, 20 _____.

MissionLife Financial Inc., as agent and attorney for the Borrower, or the Borrower as indicated below,

X _____
Authorized Signatory

Name of Borrower (Please Print)

TAX SHELTER IDENTIFICATION #: TS074385

QUEBEC TAX SHELTER IDENTIFICATION #: QAF-09-01308

The identification number issued for this tax shelter shall be included in any income tax return filed by the Borrower. Issuance of the identification number is for administrative purposes only and does not in any way confirm the entitlement of a Borrower to claim any tax benefits with the tax shelter.