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19 May 2016

Vermont Attorney General
109 State Street,
Montpelier, VT 05620 – 1001

CERTIFIED MAIL RETURN RECEIPT REQUESTED

RE: Application for Approval of Transfer of Structured Settlement Payments by and between R. Reali and Peachtree Settlement Funding LLC

Superior Court of Vermont, Windsor Unit – Civil Division
Docket Number: 215-4-16 Wrcv

Dear Gentlemen/Ladies:

I represent the transferee above named pursuant to applicable statutes, please accept this letter as notice that the payee/transferor above named has applied for a transfer of structured settlement payments to my client. Enclosed you will find a copy of the Application for filing pursuant to 9 VSA §2480ff(c). Also I have enclosed a copy of the hearing notice.

Should you have any questions at all about this process, please feel free to contact my office at the above number. I appreciate your time and consideration.

Sincerely,

A handwritten signature in cursive script that reads "T. Wells".

Timothy J. Wells, Esq.

STATE OF VERMONT
WINDSOR UNIT

SUPERIOR COURT
CIVIL DIVISION

In re:)	
Peachtree Settlement Funding LLC)	
Applicant -Transferee.)	
And)	
	)	Docket # <u>215</u> -4-16 Wrcv
R. Reali)	
Payee - Transferor)	

NOTICE OF HEARING DATE

To the following:

Hartford Life Insurance Company
One Griffin Road North
Windsor, CT 06095-1512
Attn: Legal Dept./Structured Settlements

Hartford-Comprehensive Employee Benefits Service Company
Hartford CEBSCO
One Griffin Road North
Windsor, CT 06095-1512
Attn: Legal Dept./Structured Settlements

R. Reali

Vermont Attorney General's Office
109 State Street
Montpelier, Vermont 05609-1001

Vermont Office of Child Support
103 South Main Street
Waterbury, Vermont 05671-1901

Vermont Department of Taxes
Attn: Will S. Baker, Esq.
PO Box 429
133 State Street
Montpelier, VT 05633-1401

PLEASE TAKE NOTICE that on the following date and time the Application for Approval of Structured Settlement Payment Rights by and between the above named shall be heard:

BEFORE: Presiding Superior Court Judge

PLACE: Vermont Superior Court
Windsor Civil Division
12 The Green
Woodstock, Vermont 05091
(802) 457-2121

DATE: 6/23/16

TIME: 2:30 PM

Any interested parties shall have the right to file a response to said application. Any interested party is further advised that it is entitled to support, oppose, or otherwise respond to the application, by attending the hearing either in person or by counsel, by submitting written comments to the Court and counsel prior to the hearing, or by otherwise participating in the hearing. Written responses to the application may be filed with the Court, with copies to counsel, at any time prior to the hearing date, in order to be considered by the Court.

Dated this 10th day of May 2016.

Margaret Sams
Superior Court Judge/Clerk

STATE OF VERMONT
WINDSOR UNIT

SUPERIOR COURT
CIVIL DIVISION

In Re:

Peachtree Settlement Funding, LLC
Applicant - Transferee. -

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) DOCKET NUMBER: ⁰¹⁵ ---4-16 Wrcv
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)
)

And

R. Reali
Payee - Transferor, -

**APPLICATION FOR APPROVAL OF THE TRANSFER OF STRUCTURED
SETTLEMENT PAYMENT RIGHTS BY AND BETWEEN
PAYEE AND APPLICANT TRANSFEREE ABOVE NAMED**

COMES NOW, the Applicant Transferee and pursuant to 9 VSA 2480aa, et seq., files this Application seeking approval of certain structured settlement payment rights, and in support thereof, states as follows:

1. This Application is filed pursuant to 9 VSA 2480aa, et seq. (the Vermont Transfer Act), seeking court approval of the transfer of a structured settlement payment right.

2. The above named transferor (the "Transferor" "Payee") is domiciled in Vermont and resides in the county in which the above captioned Superior Court, Civil Division is located. The Applicant, transferee above named, is a Nevada limited liability company with an address of 3993 Howard Hughes Parkway, Suite 204, Las Vegas, NV 89169-6754.

3. The annuity issuer, Hartford Life Insurance Company, One Griffin Road North, Windsor, CT 06095-1512, is a corporation, which is domiciled in Connecticut and the annuity obligor, Hartford-Comprehensive Employee

Benefits Services Company a/k/a Hartford CEBSCO, One Griffin Road North, Windsor, CT 06095-1512 is a corporation, which is also domiciled in Connecticut.

4. As a result of the settlement of a personal injury claim, the Payee is entitled to receive certain structured settlement payments. The terms of the settlement provide that the Payee is to receive periodic sum payments. (The “Periodic Payments”).

5. In order to fund its obligation to make the settlement payments to the transferor, the Structured Settlement Obligor, Hartford CEBSCO obtained a commercial annuity from Hartford Life Insurance Company (the “Annuity Issuer”), bearing contract Number CCX0203652 (the “Annuity”).

6. Federal law as codified in 26 USC § 5891 et. seq. requires that in order to avoid the imposition of a 40% excise tax, the transfer of structured settlement payments rights must be approved by a Qualified Order. Federal law defines a Qualified Order as, in pertinent part, the order of a court issued by the state where the payee, resides provided that such state has adopted a structured settlement transfer statute which in this case is Vermont.

7. Vermont has adopted a structured settlement transfer statute i.e. 9 VSA §2480aa et seq.

8. The Transferor has completed and executed a Purchase Agreement (the “Transfer Agreement” as defined by the Transfer Act). A true copy of the Transfer Agreement is attached hereto as Exhibit “A” and incorporated by reference herein in its entirety.

9. The payee, desiring to receive an immediate net lump sum payment as set forth in the attached disclosure statements agreed to transfer to the applicant transferee, or its assigns, the right to receive the payments as set forth in the attached disclosure statements(The "Assigned Payments").The Applicant Transferee above named timely provided to Transferor the required disclosures. True and correct copies of the Disclosure Statements are attached hereto as Exhibit "B" and incorporated herein by reference in its entirety. The form, content, and typeface of the Disclosure Statements meet all of the requirements set forth in the Transfer Act.

10. The Transferor has established and verifies that the transfer is necessary, fair, reasonable, and appropriate, and in the best interests of the Transferor and the transferor's dependents if any taking into account the welfare and support of the payee's dependents if any, considering all relevant factors, including:

(A) the payee's ability to understand the financial terms and consequences of the transfer;

(B) the payee's capacity to meet his or her financial obligations, including the potential need for future medical treatment;

(C) the need, purpose, or reason for the transfer; and

(D) whether the transfer is fair and reasonable, considering the discount rate used to calculate the gross advance amount, the fees and expenses imposed on the payee, and whether the payee obtained more than one quote for the same or a substantially similar transfer.

The interests of the Transferor and the transferor's dependents if any would be better served with an immediate transfer of these funds and it is not

expected to subject the Transferor and the transferor's dependents if any to undue or unreasonable financial hardship in the future.

11. The transferor was advised in writing by transferee to seek independent professional advice regarding the financial advisability of the transfer and the other financial options available to the payee, if any, and that the payee has in fact received such advice or such advice is unnecessary for good cause. See "Statement of Professional Representation" attached hereto as Exhibit "C" and incorporated herein in its entirety by reference thereto.

12. The proposed transfer complies with all requirements of the Transfer Act and will not contravene other applicable law, statute or order of any court or other governmental authority.

13. List of transferor's dependents and their ages:

The transferor is single and has one dependent:

a. G. Reali child one year old.

See List of dependents and ages attached hereto as Exhibit "D" and incorporated herein by reference in its entirety.

14. Prior Transfers:

To the best of the transferee's knowledge after making a reasonable inquiry to the payee, the structured settlement obligor, and the annuity issuer, there have been the following previous transfers:

a. Order dated 7/22/14 in Docket number 269-4-14 Wrcv to which docket and order reference is hereby made;

b. Order dated 9/24/15 in Docket number 374-7-15 Wrcv to which docket and order reference is hereby made.

15. Notice has been provided to the annuity issuer and structured settlement obligor of transferee's name, address and taxpayer identification number. (attached as Exhibit "E" incorporated herein by reference in its entirety);

16. The Transferee will provide proper notice to all interested parties upon receipt of an Order setting this matter for hearing.

WHEREFORE, the applicant respectfully requests the honorable court, after conducting a hearing on the application, as follows:

A) To determine that independent professional advice to the payee regarding the financial advisability of the transfer and the other financial options available to the payee, if any, is unnecessary pursuant to subdivision 9 VSA 2480dd (a) (2) of this title;

B) To approve the transfer; and

C) For such other relief as seems just.

Dated this 28th day of April 2016.

Wells Law Office
Attorney for Applicant
/s/ Timothy J. Wells *TJWells*
By: _____
Timothy J. Wells, Esq.
PO Box 250
Westminster, VT 05158
WellslawVt@aol.com
802-722-4000

R. Reali to Peachtree Settlement Funding LLC
28 April 2016

INDEX TO ATTACHED EXHIBITS

<u>EXHIBIT</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
A.	Transfer Agreement	1-13
B.	Disclosure Statements	14-17
C.	Statement of Professional Representation	18
D.	List of Dependents and Their Ages	19
E.	Notice to Annuity Issuer and Annuity Obligor	20



PURCHASE CONTRACT

This is a Purchase Contract ("Contract") for the sale of structured settlement payments between
Reali (You, Your), and Peachtree Settlement Funding, LLC (We, Us, Our)
3993 Howard Hughes Parkway, Suite 204, Las Vegas, NV 89169-6754.

GENERAL INFORMATION

- A. In connection with the resolution of a personal injury claim, You or someone acting for You, signed a Settlement Agreement that entitles You to receive certain future payments ("Settlement Payments"), according to a set schedule.
- B. Those Settlement Payments are being paid to You from an annuity policy ("Annuity Policy") purchased by the Person responsible for making the Settlement Payments to You ("Obligor").
- C. Rather than wait for the Settlement Payments to be made to You in the future, You want to sell all or some of those Settlement Payments ("Purchased Payments") to Us now for a lump sum.
- D. **THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH YOU SHOULD READ CAREFULLY, AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW DISPUTES BETWEEN YOU AND US ARE RESOLVED.**
- E. For additional definitions, see Section 3 of this Contract.

You and We agree as follows:

1. SALE OF THE PURCHASED PAYMENTS

- A. Upon the signing of this Contract and subject to certain conditions including Court Approval, You sell, transfer and assign to Us the right to receive the Purchased Payments specifically identified in the Disclosure Statement.
- B. We will pay You the Net Purchase Price as agreed to in the Contract Documents, subject to certain conditions, including meeting Our underwriting requirements, Court Approval and satisfactory completion of the Closing Documents. We will do this in exchange for You:
 - selling the Purchased Payments to Us;
 - changing the beneficiary of the Annuity Policy to Your estate and not changing it again until We have been paid all of the Purchased Payments;
 - having any current beneficiaries waive their rights to the Purchased Payments; and
 - fulfilling Your promises under this Contract.

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- C. If We are buying only a portion of Your payments, this will have no effect upon Your rights in the unsold portion. You will continue to receive the unsold portion unless You have already sold or encumbered that portion. However, sometimes the Issuer, the Obligor or the court may require Us to receive the entire amount of Your payment. If so, We will then forward the portion of the payment still due to You and You hereby agree to this payment servicing arrangement.

2. **PURCHASE PRICE**

- A. The Gross and Net Purchase Prices are shown on the Disclosure Statement and are fair and acceptable to You and Us.
- B. We will pay You the Net Purchase Price in the manner You designate for Us.
- C. Before we pay You, You agree that We will adjust for the following amounts, *if applicable*:
- **Purchased Payments Owed to Us – The Issuer may have already paid You some of the Purchased Payments before We have paid You for them. If that happens, We will deduct the amount of those Purchased Payments.**
 - **Holdbacks – Due to possible delays in the Issuer beginning to make the Purchased Payments to Us instead of You, We will hold back an amount equal to any Purchased Payments that the Issuer owes Us post Court Approval, that are due within 90 days of the Funding Date. If We subsequently receive those particular Purchased Payments directly, We will return the amount of any related holdback to You.**
 - **Payment of Debts Owed – If You owe any past due child support, bankruptcy payoffs or taxes, or have any judgments or liens against You or Your assets, We may pay those amounts and deduct them from the amount We pay You, and You hereby provide Us with specific authority to take such action. We will provide You with notice of the amounts that We are going to pay, prior to actual payment.**
- D. If any Purchased Payments are mistakenly sent to You after We have paid You for them, You will immediately contact Us. If We then determine that any deductions or holdbacks as set forth above are not enough to reimburse Us, We will advise You of the amount You owe Us. You agree to immediately send that amount to Us by bank or certified check.

3. **DEFINED WORDS**

Certain words used in this Contract have the specific meanings shown below.

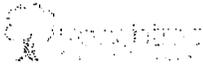
Affiliate

An entity controlled by, controlling, or under common control with, another entity.

Annuity Policy

The policy purchased by the Obligor to ensure that the Settlement Payments are made to You as required by the Settlement Agreement.

Closing Documents



Any documents necessary to carry out the purchase of the Purchased Payments, other than the "Contract or Contract Documents" as defined below.

Contract or Contract Documents

Collectively, only this Contract and the Disclosure Statement.

Contract Date

The date Your signature at the end of this Contract is E-signed and date stamped. However, if You happen to sign this Contract before the number of days stated at the end of Your Disclosure Statement for waiting has passed, You will have no obligation under Your Contract until that time has passed.

Court Order

A legally binding ruling issued by a judge or properly empowered administrative officer, approving the sale of the Purchased Payments to Us ("**Court Approval**").

Disclosure Statement

The document which identifies for You, the Purchased Payments, expenses, Purchase Price and various other disclosures.

Encumbrance

Any claim, right, lien, policy loan, or restriction. In addition, this includes any limits on rights of ownership (such as the use, voting, transfer, receipt of income, etc.).

Funding Date

The date We pay You the Net Purchase Price.

Issuer

The insurance company that issued the Annuity Policy.

Obligor

The Person who is obligated to make payments to You under the Settlement Agreement.

Party

One of You or Us. Parties means both You and Us.

Person

Any natural person or legal entity.

Purchased Payments

Only those certain payments that We are purchasing from You under this Contract.

Purchase Price:

Gross Purchase Price

The amount shown as the "gross amount payable to the seller (You)" on the Disclosure Statement. This is the sum We have agreed to pay You *before* any deductions as set forth in the Contract Documents.

Net Purchase Price



The amount shown as the "net amount payable to the seller (You)" on the Disclosure Statement. This is the sum We have agreed to pay You *after* any deductions as set forth in the Contract Documents.

Settlement Agreement

The agreement that You and the Obligor signed to resolve Your personal injury claim.

Settlement Payments

All of the payments that the Obligor has agreed to make to You in the Settlement Agreement.

We, Our, or Us

Peachtree Settlement Funding, LLC, along with any of its successors, assigns, and designees. Some of the Contract Documents or Closing Documents may refer to Us as the purchaser.

You or Your

The Person named on this Contract's first page. Some of the Contract Documents or Closing Documents may refer to You as the seller.

4. **YOUR REPRESENTATIONS AND WARRANTIES**

You represent and warrant to Us the following:

- A. **You understand that THIS IS A SALE AND NOT A LOAN.**
- B. The Annuity Policy is in full force, You are the sole and undisputed recipient of the right to the Purchased Payments have the right to sell them free and clear of any Encumbrances and have not previously sold any of the Purchased Payments to any other Person.
- C. You understand that Court Approval is required for this purchase; and You agree to fully cooperate with Us to obtain that approval.
- D. You gave Us all requested information and signed all documents necessary to complete the purchase. Every statement made by You in the Contract Documents and Closing Documents is true and complete.
- E. No law, divorce decree or other legal obstacle:
 - requires You to keep the Purchased Payments for the benefit of a current or former spouse, dependent children, or other person; or
 - legally prevents You from contracting with Us, selling the Purchased Payments or changing the Annuity Policy's beneficiary.
- F. Either:
 - You have never filed for bankruptcy, will not do so before the Funding Date and there are no lawsuits or efforts by any of Your creditors to put You into bankruptcy or take any of the Purchased Payments; or
 - If You filed for bankruptcy, the Purchased Payments were not subject to the claims of Your creditors. You will give Us a copy of any of Your bankruptcy documents that We request including evidence of a final bankruptcy payoff or case closing, if any.

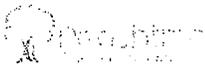


- G. We can rely on Your representations, warranties, and promises in this Contract. These representations, warranties, and promises are for Our benefit and the benefit of any future owners of the Purchased Payments. You understand that Our reliance on any intentional misrepresentation by You may result in Our enforcing Our rights against You in court.
- H. You had enough time to consider the sale of the Purchased Payments, understand the terms of the Contract Documents and Closing Documents (including the arbitration provision), are of legal contracting age and sound mind, not under the influence of drugs or alcohol, and freely and voluntarily, enter into this Contract and agree to all of its terms.
- I. You were advised by Us to obtain independent legal advice and professional tax advice about the sale of the Purchased Payments and to have those advisors review the terms and legal, tax and other effects of this Contract with You prior to Your execution of this Contract. You have also explored all appropriate financial options before entering into this transaction.
- J. We did not provide tax, financial, or legal advice to You about this Contract and have advised You that We may not refer You to any specific attorney for such purpose.
- K. If You are married, Your spouse understands all of the terms and conditions of this Contract including, but not limited to the fact that, after the Funding Date, You (and Your spouse) will not receive the same amount of money on the same payment schedule as You would have received under the Annuity Policy. Your spouse has been provided with all information relating to the transaction and has had every opportunity to review the terms of the transaction and to seek any advice relating thereto. Your Spouse also understands that he or she will be giving up any property or contract rights that he or she may have in the Purchased Payments.
- L. We may sell, transfer, or assign Our right to the Purchased Payments in a sale, securitization, or other financing transaction (resale). Any resale would involve disclosing certain information about You (including Your personal information) to the parties to a resale.
- M. Any future owner of the right to the Purchased Payments will have all of the same rights We have, including the right to the duties You owe Us under this Contract. This includes the right to make a claim against You for violating any of the representations, warranties, or promises You made in this Contract.

5. **YOUR PROMISES TO US**

Before and after the Funding Date:

- A. You will tell us right away if Your address or telephone number changes and do everything necessary, including completing and signing all documents to:
- sell the right to the Purchased Payments to Us;
 - change the beneficiary as required by this Contract;
 - correct any documentation errors in the Contract Documents or Closing Documents.
- B. You will also tell Us if any of the following occurs:
- a violation of this Contract; or



- anything that could negatively affect the Annuity Policy, the Purchased Payments, or this Contract.

C. You will not:

- agree to sell the Purchased Payments to any Person other than Us;
- change the Annuity Policy's beneficiary to any Person other than Your estate until We have collected all of the Purchased Payments; or
- withdraw cash from, borrow against, or change the Annuity Policy.

D. You will give Us information necessary to update Your representations, warranties, and promises in this Contract. You will also update any documents and information so they will be true and complete on the Funding Date.

E. We are now, and will continue in the future, to rely on the representations and warranties You have given Us. We will confirm the accuracy of Your representations and warranties. You must cooperate with this confirmation and provide complete access to any information We believe necessary.

F. You agree that updating representations, warranties, promises, documents and other information will not cure a breach of any representation or warranty made by You that was not true and complete.

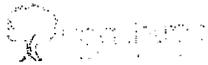
G. You agree that Our obligation to You under this Contract is strictly limited to the requirement to pay You what We owe You under the terms of this Contract, after receipt and approval of the Closing Documents, final underwriting approval and Court Approval. Under no circumstances will We be liable for any consequential damages.

H. You hereby appoint Us and any of Our designees, with full power of substitution as your Attorney in Fact, to act in Your name and place for the purpose of assigning and transferring ownership of any and all right, title and interest that You have in the Purchased Payments and for Us to obtain all benefits contemplated by this transaction. You also give Us full authority to act in any way proper and necessary to exercise this Attorney in Fact appointment including, but not limited to: (1) negotiating, endorsing and executing checks, drafts and other instruments in Your name; and (2) instituting, maintaining, compromising, settling and terminating any litigation or other proceedings related to the Purchased Payments. This power of attorney is coupled with an interest and shall survive death or disability.

6. **CANCELLATION BY US**

We may cancel this Contract before the Funding Date if:

- You breach any representation, warranty, or promise in any Contract Documents or Closing Documents.
- The petition for the Court Order is contested, opposed, or not approved.
- We are sued or threatened with a lawsuit or an arbitration about this Contract or the Annuity Policy.
- There is any threatened, pending, or final action, or change in law or rule challenging the legality of, or negatively affecting this transaction.
- You file for, or are forced into bankruptcy.
- You die.
- Final approval has not been given by Our underwriting department.



- H. The Purchase Contract is not signed by You and received back by Us by May 29, 2016.
- I. A major rating agency downgrades the Issuer's credit rating.
- J. The Issuer is, or becomes insolvent, or under regulatory supervision.
- K. With respect to A through J above, to the extent permitted by applicable law, the arbitration provision in Section 10 of this Contract shall survive the termination, cancellation or rescission of this Contract.

7. CANCELLATION BY YOU

- A. **(1) YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR FURTHER OBLIGATION AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS AFTER THE DATE YOU RECEIVE PAYMENT HEREUNDER FROM US. IN ORDER FOR THE CANCELLATION TO BE EFFECTIVE, YOU MUST SEND A NOTICE POSTMARKED AT ANY TIME WITHIN FIVE BUSINESS DAYS AFTER YOU RECEIVE PAYMENT HEREUNDER FROM US (This is the rescission period).**

(2) YOUR NOTICE IS TO BE SENT EITHER BY CERTIFIED OR REGISTERED MAIL (RETURN RECEIPT REQUESTED) OR FEDEX OR ANOTHER MAJOR OVERNIGHT DELIVERY SERVICE. THE NOTICE MUST INCLUDE A BANK OR CERTIFIED CHECK MADE PAYABLE TO US, IN THE FULL AMOUNT RECEIVED BY YOU. YOUR NOTICE MUST BE SENT TO:

**Peachtree Settlement Funding, LLC
Attention: Manager of Operations
3993 Howard Hughes Parkway, Suite 204
Las Vegas, NV 89169-6754**

- B. **GEORGIA RESIDENTS: YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO 5:00 P.M. OF THE TWENTY-FIRST DAY FOLLOWING RECEIPT OF THE ENCLOSED "NOTICE OF CANCELLATION RIGHTS" FORM, OR AT THE HEARING ON THE APPLICATION FOR AUTHORIZATION OF A TRANSFER OF STRUCTURED SETTLEMENT PAYMENT RIGHTS, OR AT ANYTIME WITHIN FIVE (5) BUSINESS DAYS AFTER YOU RECEIVE PAYMENT HERE UNDER FROM US, WHICHEVER EVENT OCCURS LAST (This is the Georgia rescission period). IN ORDER FOR THE CANCELLATION TO BE EFFECTIVE, YOU MUST SIGN THE ENCLOSED "NOTICE OF CANCELLATION RIGHTS" FORM AND MAIL OR DELIVER IT TO US AS SPECIFIED IN THAT NOTICE AND YOU MUST RETURN ALL AMOUNTS (PURCHASE PRICE OR OTHERWISE) RECEIVED BY YOU ACCORDING TO THE REQUIREMENTS OF 7 (A) (2) ABOVE.**
- C. **WEST VIRGINIA RESIDENTS: IN ORDER FOR YOUR CANCELLATION TO BE EFFECTIVE, YOUR NOTICE CAN BE SUBMITTED VIA PHONE, MAIL, OR FACSIMILE. ANY AMOUNTS ADVANCED BY US IN CONTEMPLATION OF THE TRANSFER SHALL BE IMMEDIATELY REFUNDED TO US. IF YOU DISMISS YOUR ACTION AFTER APPOINTMENT OF A GUARDIAN AD LITEM, OR RESCIND YOUR TRANSFER AGREEMENT (PURCHASE CONTRACT) WITHIN THE RESCISSION PERIOD IN 7(A) (1) ABOVE, YOU SHALL BE RESPONSIBLE FOR THE FILING FEE AND ANY GUARDIAN AD LITEM FEES.**
- D. **With respect to A through C above, to the extent permitted by applicable law, the arbitration provision in Section 10 of this Contract shall survive the termination, cancellation or rescission of this Contract.**

8. NOTICES

- A. All notices about this Contract must be in writing.



- B. All notices must be sent either by: (1) certified or registered mail (return receipt requested); or (2) FedEx or another major overnight delivery service with a delivery tracking system and are considered given when delivered as follows:
If to You: to the most recent address for You listed in Our files. If to Us: to the address listed in Section 7(A) (2) of this Contract.

9. EVENTS OF DEFAULT

You will be in default if You:

- A. fail to comply with any terms or conditions of this Contract; or
- B. breach any of Your representations, warranties and promises in this Contract.

If You are in default, even if You have not rejected the arbitration provision (see Section 10 of this Contract), We have the right to enforce Our rights against You in court to make You perform Your promises or to get money from You. If We sue You in court in connection with a Claim that is subject to arbitration under the arbitration provision in Section 10 of this Contract, and You have not rejected the arbitration provision, You will have the option of remaining in court or seeking to compel arbitration of that Claim under the terms of the arbitration provision.

10. ARBITRATION PROVISION

To the extent permitted by applicable law, You and We agree to the following arbitration provision.

YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION PROVISION AS SET FORTH BELOW. If You do not reject this arbitration provision and a Claim is arbitrated, You will not have the right to: (1) have a court or a jury decide the Claim; (2) engage in information gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.

Claims Subject to Arbitration. A "Claim" subject to arbitration is any claim, dispute or controversy between You and Us (other than an Excluded Claim or Proceeding as set forth below), whether preexisting, present or future, which arises out of, or relates to the Contract, the negotiations related thereto, the breach thereof or any other transaction conducted with us in connection with the Contract. "Claim" has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, third-party claims and federal, state, local and administrative claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity and includes claims for money damages and injunctive or declaratory relief. Upon the demand of You or Us, Claim(s) will be resolved by individual (not class or class-wide) binding arbitration in accordance with the terms specified in this arbitration provision.

Special Definitions. Solely for purposes of this arbitration provision, in addition to the meanings set forth in this Contract: (1) "We," "Us" and "Our" also (a) refer to Our employees, officers, directors, parents, controlling persons, subsidiaries and affiliates and (b) apply to third parties if You assert a Claim against such third parties in connection with a Claim you assert against Us; and (2) "You" or "Your" also refer to Your current or former spouse(s), children, heirs, estate, executors, successors, assigns, representatives and beneficiaries.

Excluded Claim or Proceeding. Notwithstanding the foregoing, "Claim" does not include any dispute or controversy about the validity, enforceability, coverage or scope of this arbitration provision or any part thereof (including, without limitation, the "Class Action Waiver" set forth below and/or this sentence); all such disputes or controversies are for a court and not an arbitrator to decide. However, any dispute or controversy that concerns the validity or enforceability of the Contract as a whole is for the arbitrator, not a court, to decide. In addition, We will not require You to arbitrate any individual action brought by You in small claims court or Your state's equivalent court, unless such action is transferred, removed, or appealed to a different court.

Federal Arbitration Act. Notwithstanding any other provision in this Contract, You and We agree that this Contract evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) ("FAA") shall govern its interpretation and enforcement and proceedings pursuant thereto. To the extent state law is applicable under the FAA, the law of the state of Your domicile (where You regularly reside on the Contract Date) shall apply.

Class Action Waiver. Notwithstanding any other provision of this Contract, if a Claim is arbitrated, neither You nor We will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other Persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision (provided, however, that the Class Action Waiver does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers including You. This means that We will not have the right to compel arbitration of any claim brought by such an agency). The Class Action Waiver is nonseverable from this arbitration provision. If the Class Action Waiver is limited, voided or found unenforceable, then this arbitration provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver.

Arbitration Procedures. If You or We seek to arbitrate a Claim, the Party seeking arbitration must notify the other Party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit, such as a motion to compel arbitration. Otherwise, Your notice must be sent to Us at the address specified in Section 7 (A) (2) of this Contract and Our notice must be sent to the most recent address for You in our files. Any arbitration hearing that You attend will take place in a venue of Your domicile. If a Party files a lawsuit in court asserting Claim(s) that are subject to arbitration, and the other Party files a motion to compel arbitration with the court, which is granted, it will be the responsibility of the Party prosecuting the Claim(s) to select an arbitration administrator in accordance with the paragraph below and commence the arbitration proceeding in accordance with the administrator's rules and procedures.

The arbitration will be administered by the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, 1-800-778-7879 or JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, www.jamsadr.com, 1-800-352-5267. The rules and forms of the AAA and JAMS may be obtained by writing to these organizations at the addresses listed above. If the AAA and JAMS are unable or unwilling to serve as administrator, the Parties may agree upon another administrator or, if they are unable to agree, a court shall determine the administrator. No company may serve as administrator, without the consent of all Parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of this arbitration provision. In the event of a conflict between the provisions of this arbitration provision, on the one hand, and other provisions of this Contract or any applicable rules of the AAA or JAMS or other administrator used, on the other hand, the provisions of this arbitration provision shall control.

A single arbitrator will be appointed by the administrator and must be a practicing attorney with ten or more years of experience or a retired judge. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. The arbitrator will honor statutes of limitation and claims of privilege recognized under applicable law. In determining liability or awarding damages or other relief, the arbitrator will follow this Contract and the applicable substantive law, consistent with the FAA and this Contract, that would apply if the matter had been brought in court. At Your written request, we will pay all filing, hearing and/or other fees charged by the administrator and arbitrator to You for Claim(s) asserted by You in arbitration after You have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which You reside. (If You have already paid a filing fee for asserting the Claim(s) in court, You will not be required to pay that amount again). In addition, the administrator may have a procedure whereby You can seek a waiver of fees charged to You by the administrator and arbitrator. We will always pay any fees or expenses that We are required to pay by law or the administrator's rules or that We are required to pay for this arbitration provision to be enforced. The arbitrator will have the authority to award attorneys' and expert witness fees and costs to the extent permitted by this Contract, the administrator's rules or applicable law. The arbitrator will always award You reasonable attorneys' and expert witness fees and costs (a) if and to the extent You prevail on Claims you assert against Us in an arbitration commenced by You and (b) to the extent required under applicable law for this arbitration provision to be enforced. The arbitrator shall write a brief explanation of the grounds for the decision. A judgment on the award may be entered by any court having jurisdiction.

Severability and Survival. If any part of this arbitration provision, other than the Class Action Waiver, is deemed or found to be unenforceable for any reason, the remainder shall be enforceable. To the extent permitted by applicable law, this arbitration provision shall survive the termination, cancellation or rescission of this Contract.

Effect of Arbitration Award. The arbitrator's award shall be final and binding on all Parties, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either Party exceeding \$50,000, any Party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing Party. The decision of the panel shall be by majority vote. Reference in this arbitration provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the above paragraph titled "Arbitration Procedures." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA.

Right to Reject Arbitration Provision. You may reject this arbitration provision by sending Us written notice of Your decision so that We receive it at the address listed below within forty-five (45) days of the Contract Date. Such notice must be sent by certified or registered mail (return receipt requested) or by FedEx or another major overnight delivery service with a delivery tracking system; must include a statement that You wish to reject the arbitration provision along with Your name, address, Account I.D. number and Your signature; and must be delivered to Us at the address specified in Section 7 (A) (2) of this Contract. This is the sole and only method by which You can reject this arbitration provision. Upon receipt of a rejection notice, We will reimburse You for the standard cost of a certified or registered letter or overnight delivery. Rejection of this arbitration provision will not affect any other terms of this Contract and will not result in any adverse consequence to You. You agree that Our business records will be final and conclusive with respect to whether You rejected this arbitration provision in a timely and proper fashion. **This arbitration provision will apply to You and Us unless you reject it by providing proper and timely notice as stated herein.**

11. MISCELLANEOUS

- A. You give Us permission to conduct background checks on You, including obtaining information from the credit bureaus, in order to verify Your legal residence, contact information, and any other information We deem necessary for this transaction. We can also search records for UCC filings, bankruptcy filings, judgments, liens and child support obligations against You.
- B. This Contract is the entire agreement between You and Us.
- C. If there is more than one of Us or You, this Contract applies to all of those people together, and to each of them on their own.
- D. Both Parties must agree in writing to any change to this Contract or waiver of its terms.
- E. Except as set forth in the arbitration provision in Section 10 of this Contract, if a court undoes any part of this Contract, the rest of the Contract remains valid.
- F. You cannot voluntarily or involuntarily sell, assign, or transfer this Contract, or any of Your rights or duties under this Contract. Any such action taken by You in violation of this section shall be void and of no effect.
- G. Except as otherwise required by applicable law, the law of the state of Your domicile (where You regularly reside on the Contract Date) will govern this Contract and disputes under this Contract shall be determined in Your domicile State (where You regularly reside on the Contract Date).
- H. This Contract also holds responsible Your heirs, and executors. This Contract benefits only You and Us, and no one else. However, if properly assigned by Us, this Contract will bind and benefit Our successors and assigns.
- I. Failure to enforce any provision of this Contract is not a waiver of that provision.
- J. The Parties may sign this Contract in one or more counterparts. Each counterpart will be considered an original. All counterparts will form one Contract. A facsimile, pdf or other electronic copy of the signed Contract or any counterpart will be considered an original and treated as such in any court [or arbitration] proceeding.



- K. We have investigated the proposed transfer of the Purchased Payments and, in light of information available to Us, have identified no violation of any applicable state or federal law.
- L. You will not receive an IRS Form 1099 from Us.
- M. Titles and headings in this Contract are for convenience only. Do not use them to interpret this Contract.
- N. Except as otherwise set forth in this Contract (including the arbitration provision in Section 10 of this Contract), You and We will pay our respective costs and expenses in carrying out this Contract.
- O. You give Us permission to request from our Affiliates information and documentation You have previously provided to them which we deem necessary for this transaction, including, bankruptcy filings, judgments, settling documents, annuity documents, liens, child support obligations, divorce documents.

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You and We, intending to be legally bound, have signed this Contract as of the Contract Date below, and agree to all of its terms and conditions, including the arbitration provision.

By signing below, You also acknowledge that You were advised by Us in writing, that You should obtain independent legal advice and professional tax advice about the sale of the Purchased Payments and to have those advisors review with You, the terms and legal, tax and other effects of this Contract.

SELLER:



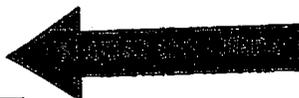
Reali

Reali

4/26/2016

Date

SELLER'S SPOUSE (if applicable)



Spouse

Date

US: **Peachtree Settlement Funding, LLC**

BY: Lori Borowski
Lori Borowski, Vice President

ACKNOWLEDGMENT

STATE OF Vermont

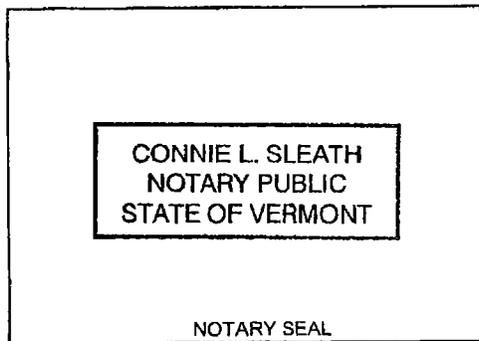
COUNTY OF Orange

On 04/24/2016 before me, Connie Sleath, PERSONALLY APPEARED
(DATE) NAME, TITLE OF OFFICER E.G. NOTARY PUBLIC

R. Reali

NAME(S) OF SIGNERS

 personally known to me -or- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Connie Sleath
SIGNATURE OF NOTARY

MY COMMISSION EXPIRES ON: 02-10-2019

Description of Attached Document:

Title to Type of Document: PURCHASE CONTRACT

Document Date: _____ Number of Pages: _____

Signers Other Than Named Above: _____

Account ID: 877164
April 13, 2016

**VERMONT
DISCLOSURE STATEMENT**

We will purchase the following payments (Purchased Payments) from You:

A) 1 payment of \$1,050.00 on July 29, 2016 B) 1 payment of \$1,050.00 on October 29, 2016 C) 1 payment of \$1,050.00 on January 29, 2017 D) 1 payment of \$1,050.00 on April 29, 2017 E) 1 payment of \$1,050.00 on July 29, 2017 F) 1 payment of \$1,050.00 on October 29, 2017 G) 1 payment of \$1,050.00 on January 29, 2018 H) 1 payment of \$1,050.00 on April 29, 2018 I) 1 payment of \$1,050.00 on July 29, 2018 J) 1 payment of \$1,050.00 on October 29, 2018 K) 1 payment of \$1,050.00 on January 29, 2019 L) 1 payment of \$1,050.00 on April 29, 2019 M) 1 payment of \$1,050.00 on July 29, 2019 N) 1 payment of \$1,050.00 on October 29, 2019 O) 1 payment of \$1,050.00 on January 29, 2020 P) 1 payment of \$1,050.00 on April 29, 2020 Q) 1 payment of \$1,050.00 on July 29, 2020 R) 1 payment of \$4,299.15 on October 29, 2020 S) 1 payment of \$4,299.15 on January 29, 2021 T) 1 payment of \$4,299.15 on April 29, 2021 U) 1 payment of \$4,299.15 on July 29, 2021 V) 1 payment of \$4,299.15 on October 29, 2021 W) 1 payment of \$4,299.15 on January 29, 2022 X) 1 payment of \$4,299.15 on April 29, 2022 Y) 1 payment of \$4,299.15 on July 29, 2022 Z) 1 payment of \$4,299.15 on October 29, 2022) 1 payment of \$4,299.15 on January 29, 2023) 1 payment of \$4,299.15 on April 29, 2023) 1 payment of \$4,299.15 on July 29, 2023) 1 payment of \$4,299.15 on October 29, 2023

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B 14

Account ID: 877164
April 13, 2016

The aggregate amount of the Purchased Payments is \$73,738.95.

The discounted present value of the aggregate Purchased Payments at the federal interest rate of 1.80% is \$67,321.77. The discounted present value is the calculation of the current value of the transferred structured settlement payments (Purchased Payments) under federal standards for valuing annuities.

The gross amount payable to seller (You) is \$37,000.00.

No other expenses are incurred by You.

The net amount payable to the seller (You) is \$37,000.00.

Based on the net amount that You will receive in payment from Us and the amounts and timing of the structured settlement payments that You are selling to Us, this is the equivalent of interest payments to Us at a rate of 15.25% per year. PLEASE NOTE THAT THIS IS NOT A LOAN, BUT A SALE OF PAYMENT RIGHTS AND THE INTEREST FIGURE IS ONLY PROVIDED AS AN ILLUSTRATION OF THE ECONOMIC IMPACT OF THE SALE.

Notice of Cancellation Rights:

You may cancel without penalty or further obligation, not later than the fifth business day after Your receipt of payment from Us under the transfer agreement (Purchase Contract).

Please be advised there are no penalties or liquidated damages payable by You in the event of any breach of the transfer agreement (Purchase Contract) by You.

By signing below, You are confirming receipt of this Disclosure Statement at least 10 days prior to You executing the transfer agreement (Purchase Contract).


REALI 



Account ID: 877164
April 13, 2016

**CONNECTICUT
DISCLOSURE STATEMENT**

We will purchase the following payments (Purchased Payments) from You:

- A) 1 payment of \$1,050.00 on July 29, 2016 B) 1 payment of \$1,050.00 on October 29, 2016 C) 1 payment of \$1,050.00 on January 29, 2017 D) 1 payment of \$1,050.00 on April 29, 2017 E) 1 payment of \$1,050.00 on July 29, 2017 F) 1 payment of \$1,050.00 on October 29, 2017 G) 1 payment of \$1,050.00 on January 29, 2018 H) 1 payment of \$1,050.00 on April 29, 2018 I) 1 payment of \$1,050.00 on July 29, 2018 J) 1 payment of \$1,050.00 on October 29, 2018 K) 1 payment of \$1,050.00 on January 29, 2019 L) 1 payment of \$1,050.00 on April 29, 2019 M) 1 payment of \$1,050.00 on July 29, 2019 N) 1 payment of \$1,050.00 on October 29, 2019 O) 1 payment of \$1,050.00 on January 29, 2020 P) 1 payment of \$1,050.00 on April 29, 2020 Q) 1 payment of \$1,050.00 on July 29, 2020 R) 1 payment of \$4,299.15 on October 29, 2020 S) 1 payment of \$4,299.15 on January 29, 2021 T) 1 payment of \$4,299.15 on April 29, 2021 U) 1 payment of \$4,299.15 on July 29, 2021 V) 1 payment of \$4,299.15 on October 29, 2021 W) 1 payment of \$4,299.15 on January 29, 2022 X) 1 payment of \$4,299.15 on April 29, 2022 Y) 1 payment of \$4,299.15 on July 29, 2022 Z) 1 payment of \$4,299.15 on October 29, 2022) 1 payment of \$4,299.15 on January 29, 2023) 1 payment of \$4,299.15 on April 29, 2023) 1 payment of \$4,299.15 on July 29, 2023) 1 payment of \$4,299.15 on October 29, 2023

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© 2011 Peachtree Settlement Funding, LLC

16

Account ID: R7164
April 13, 2016

The aggregate amount of the Purchased Payments is \$73,738.95.

The discounted present value of the aggregate Purchased Payments at the federal interest rate of 1.80% is \$67,321.77. The discounted present value is the calculation of the current value of the transferred structured settlement payments (Purchased Payments) under federal standards for valuing annuities.

The gross amount payable to seller is \$37,000.00.

No other expenses are incurred by you.

The net amount payable to the seller (You) is \$37,000.00.

Based on the net amount that You will receive in payment from Us and the amounts and timing of the structured settlement payments that You are selling to Us, this is the equivalent of interest payments to Us at a rate of 15.25% per year. PLEASE NOTE THAT THIS IS NOT A LOAN, BUT A SALE OF PAYMENT RIGHTS AND THE INTEREST FIGURE IS ONLY PROVIDED AS AN ILLUSTRATION OF THE ECONOMIC IMPACT OF THE SALE.

Notice of Cancellation Rights:

You may cancel without penalty or further obligation, not later than the fifth business day after Your receipt of payment from Us under the transfer agreement (Purchase Contract).

Please be advised there are no penalties or liquidated damages payable by You in the event of any breach of the transfer agreement (Purchase Contract) by You.

By signing below, You are confirming receipt of this Disclosure Statement at least 3 days prior to You executing the transfer agreement (Purchase Contract).


ROBERT REALI



© 2011 Prudential Structured Funding, LLC

17

Account ID: 877164

Please complete and sign.

STATEMENT OF PROFESSIONAL REPRESENTATION

Please Choose Either Box A OR Box B Below.

After you have made your choice, **SIGN AND DATE** the appropriate box signature line. **YOU SHOULD SIGN ONLY ONE BOX - THE BOX YOU HAVE CHOSEN.**

A. I HAVE BEEN ADVISED BY PEACHTREE SETTLEMENT FUNDING, LLC ("PTSFNV") THAT I SHOULD OBTAIN INDEPENDENT PROFESSIONAL REPRESENTATION CONCERNING THE LEGAL, TAX AND/OR FINANCIAL IMPLICATIONS OF THIS TRANSACTION. I FULLY UNDERSTAND THE PURCHASE AGREEMENT AND THE EFFECTS OF THE TRANSACTION AND I DO NOT WISH TO SEEK OUT SUCH INDEPENDENT PROFESSIONAL REPRESENTATION.

 REALI 4/13/2016
Date

B. I HAVE OBTAINED INDEPENDENT REPRESENTATION AND I FULLY UNDERSTAND THE LEGAL, TAX AND/OR FINANCIAL IMPLICATIONS OF THE TRANSACTION, THE PURCHASE AGREEMENT AND THE RELATED DOCUMENTS. I WAS NOT REFERRED TO MY PROFESSIONAL ADVISOR BY PTSFNV. THE NAME OF MY PROFESSIONAL ADVISOR IS SET FORTH BELOW:

_____ Date _____

*To Be Completed By Certified Professional Advisor
Only if you have signed Box B Above*

Law Firm Name: _____ Name of Professional: _____
 Phone Number: () _____ Attorney ID #: _____
 Address: _____

 ETN #: _____

I have personally met with and have provided independent professional advice to _____ in respect of the Purchase Contract with PTSFNV and the transaction contemplated thereby. _____ was referred to me by the _____.

 Professional's Signature Date

LIST OF DEPENDENTS

"Dependents" include your spouse and minor children and all other family members and other persons for whom you are legally obligated to provide support, including alimony.

I have dependent(s) as listed below:

Name of Dependent	Relationship	DOB	Age
G. Reali	SON	9/10/14	Almost 2

If no dependent(s), please check this box _____

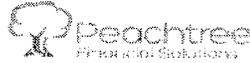
G. Reali

Reali

4/13/2016

Date

D 19



April 27, 2016

Hartford Life Insurance Company
One Griffin Road North
Windsor, CT 06095-1512
Attn: Legal Department/Structured Settlements

Hartford CEBSCO
One Griffin Road North
Windsor, CT 06095-1512
Attn: Legal Department/Structured Settlements

RE: Notice of Sale/Assignment of Payment Rights
Your Contract #: CCX0203652
Payee: ~~Real~~ Reali

Dear Insurer:

Please be advised that Peachtree Settlement Funding, LLC and/or its successors and assigns, have entered into a transaction with the above-referenced annuitant who is seeking to transfer certain of his/her rights to the payments scheduled to be received under the above-referenced annuity policy. We are currently seeking court approval pursuant to the applicable structured settlement transfer statute. Pursuant to the statute, please note the following information about the Purchaser:

Peachtree Settlement Funding, LLC
201 King of Prussia Road, Suite 200
Radnor, PA 19087
Tax ID # 45-2795843

PLEASE NOTE: No payments under this annuity should be held until the courts have entered a final order and we have forwarded this order to you.

Very truly yours,

Peachtree Settlement Funding, LLC

By: 
Lori Borowski, Vice President

CLARK HILL

Eric K. Shih
T 313.965.8813
F 313.309.6913
Email: eshih@clarkhill.com

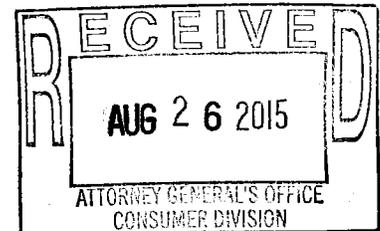
Clark Hill PLC
151 South Old Woodward Avenue
Suite 200
Birmingham, MI 48009
T 248.642.9692
F 248.642.2174

clarkhill.com

August 20, 2015

BY CERTIFIED MAIL

Vermont Attorney General's Office
109 State Street
Montpelier, VT 05609-1001



Re: ***Transfer of Structured Settlement Payment Rights Between Settlement Capital Corporation and James A. Bruno***
Superior Court Rutland Unit, Vermont

Dear Sir/Madam:

Enclosed please find the Petition for Approval of the Transfer of Structured Settlement Payment Rights, Motion to File Certain Materials Under Seal, Notice of Hearing Date and Deadline and Proof of Service for the above-mentioned matter. The hearing on this matter has been scheduled for September 28, 2015 at 9:15 a.m., before the presiding judge at the Rutland County Courthouse.

If you have any questions, please call or email.

Sincerely,

CLARK HILL PLC

/s/Eric K. Shih
Eric K. Shih

EKS:lcf
Enclosures

STATE OF VERMONT

SUPERIOR COURT
Rutland Unit

CIVIL DIVISION
Docket No. _____

In re: James Bruno, Transferor/Payee
_____)
_____)
_____)

**PETITION FOR APPROVAL OF THE TRANSFER OF
STRUCTURED SETTLEMENT PAYMENT RIGHTS**

Petitioner, Settlement Capital Corporation (“Petitioner” or “Transferee”), through its attorneys, Ryan Smith & Carbine, Ltd, files this petition for approval of the transfer of structured settlement payment rights. Petitioner requests that this Court approve the transfer of rights to receive a portion of a certain structured settlement payment from James Bruno, a/k/a James A. Bruno, a/k/a James Arden Bruno (“Payee”) to Petitioner, its successors or assigns. In support of this Petition, Petitioner states as follows:

Petitioner

1. Petitioner is the transferee of a proposed transfer of structured settlement payment rights. Petitioner seeks approval of the proposed transfer, with the consent of Payee, pursuant to the Vermont Transfers Of Structured Settlements Act. 9 VSA §§ 2480aa *et seq.*

Interested Parties

2. Payee is 63 years of age. He resides in Rutland County, Vermont.¹ Payee is married and has two minor dependent children, ages 12 and 7 respectively.² Payee will receive a lump sum payment under a structured settlement annuity agreement.³ The underlying basis for

¹ See Affidavit of Payee, Exhibit 1 hereto, with date of birth redacted.

² See “Personal Information,” included in Exhibit 1 hereto. A listing of the payees’ dependents is attached as Exhibit 5 hereto.

³ Pursuant to 9 V.S.A. § 2480(ff), Petitioner is filing under seal with this Court: A copy of the annuity contract (Exhibit A to Motion to File Certain Materials Under Seal); a copy of the qualified assignment agreement (Exhibit B 203080678.1 18879/188128

Payee's settlement was a personal injury lawsuit where Payee was electrocuted.⁴ Payee wishes to transfer certain payment rights under a structured settlement to Petitioner pursuant to the Vermont Transfers Of Structured Settlements Act, 9 VSA §§ 2480aa et seq.⁵

3. The other parties interested in this Petition are the annuity issuer, Metropolitan Life Insurance Company ("Annuity Issuer") and the annuity owner, Metlife Tower Resources Group, Inc. ("Annuity Owner").⁶

Venue and Jurisdiction

4. The superior court has subject matter jurisdiction over an application for court approval of a transfer of structured settlement payment rights. 9 VSA § 2480ff(a).

5. Venue is proper in Rutland County because Payee resides in Rutland County. 9 VSA § 2480ff(a).

Statements of Facts

6. Payee is the recipient of certain guaranteed funds under a structured settlement. The payment obligations under the structured settlement are funded by an annuity contract and subject to a qualified assignment agreement.⁷

7. Under the annuity contract, Annuity Issuer is obligated to make a lump sum payment directly to Payee ("Future Lump Sum Payment").⁸

8. Payee desires to transfer the right to receive a portion of the Future Lump Sum

to Motion to File Certain Materials Under Seal); and a copy of the release evidencing the underlying structured settlement agreement (Exhibit C to Motion to File Certain Documents Under Seal).

⁴ See "Personal Information," included in Exhibit 1 hereto.

⁵ See Affidavit of Payee, included in Exhibit 1 hereto, with date of birth redacted.

⁶ See annuity contract (Exhibit A to Motion to File Certain Materials Under Seal).

⁷ See annuity contract (Exhibit A to Motion to File Certain Materials Under Seal); the qualified assignment agreement (Exhibit B to Motion to File Certain Materials Under Seal); and copy of the release evidencing the underlying structured settlement agreement (Exhibit C to Motion to File Certain Documents Under Seal).

⁸ See annuity contract (Exhibit A to Motion to File Certain Materials Under Seal) at 3.

Payment to Petitioner in return for a lump sum payment from Petitioner. Payee wishes to make this sale to pay outstanding bills and repair his furnace.⁹

9. Subject to this Court's approval as required under 9 VSA §§ 2480aa et seq., Payee has agreed to transfer to Petitioner the following Periodic Payment: One (1) lump sum payment in the amount of \$45,000, out of the total Future Lump Sum Payment amount due under the Settlement Agreement and Annuity, due and payable September 26, 2017. ("Assigned Payment").¹⁰

10. On July 14, 2015, Petitioner and Payee entered into a Structured Settlement Payment Purchase Agreement under which Payee agreed to transfer to Petitioner, or its assigns, the Assigned Payment ("Transfer Agreement").¹¹ This document constitutes a Transfer Agreement as defined by the Act, 9 VSA § 2480bb(18).

11. Petitioner timely provided to Payee a Disclosure Statement as specified by 9 VSA § 2480cc.¹²

12. As required by 9 VSA § 2480dd(a)(1), the transfer is in Payee's best interests considering all relevant factors, and taking into account the welfare and support of Payee's dependents.¹³

13. Petitioner advised Payee in writing to seek independent professional advice.¹⁴ Payee has obtained advice regarding the financial advisability of the transfer and the other financial options available to Payee, in compliance with 9 VSA §§ 2480dd(a)(2)(B)(i).¹⁵

⁹ See "Detailed Reason For Transaction," included in Exhibit 1 hereto, with date of birth redacted.

¹⁰ See Purchase and Sale Agreement, Exhibit 2 hereto, with tax ID number redacted.

¹¹ See *id.*

¹² See Affidavit of Payee, Exhibit 1 hereto, with date of birth redacted, at ¶ 8; Disclosure Statement (Exhibit 3 hereto).

¹³ See Affidavit of Payee, Exhibit 1 hereto, with date of birth redacted.

14. As required by 9 VSA § 2480dd(a)(3), the transfer of the Assigned Payment from Payee to Petitioner does not contravene any applicable federal or state statute or order of any court or other government authority.

15. To the best of Transferee's knowledge after making a reasonable inquiry to Payee, the Annuity Owner, and the Annuity Issuer, there have not been any previous transfers or applications for transfer of any structured settlement payment rights of Payee.

16. The Transferee will provide proper notice to all interested parties upon receipt of an Order setting this matter for hearing.

WHEREFORE, Petitioner respectfully requests that this Honorable Court, after conducting a hearing on the Application, grant this Petition and enter a final order approving the transfer of the Assigned Payment from Payee to Petitioner, its successors or assigns.

DATED at the City of Rutland, County of Rutland and State of Vermont this 5th day of August, 2015.

RYAN SMITH & CARBINE, LTD

By: /s/ Thomas S. Valente

Thomas S. Valente, Esq. (ERN: 3357)

Ryan Smith & Carbine, Ltd.

PO Box 310

98 Merchants Row

Rutland, VT 05702-0310

802-786-1017

E-mail: tsv@rsclaw.com

Attorneys for Petitioner

¹⁴ See Purchase and Sale Agreement, Exhibit , hereto, with tax ID number redacted, at § 3.7.

¹⁵ See Certification from Payee's independent advisor, attached as Exhibit 4 hereto.

AFFIDAVIT OF JAMES BRUNO

STATE OF VERMONT: VERMONT

COUNTY OF: RUTLAND

BEFORE ME, the undersigned authority, personally appeared James Bruno an individual personally known to me, who after being by me duly sworn, testified upon his oath as follows:

1. "My name is James Bruno. I am of sound mind, capable of making this Affidavit, and fully competent and authorized to testify to the facts stated herein. I have personal knowledge of the facts stated in this Affidavit and all such facts are true and correct. I am a resident of the County of Rutland and the State of Vermont.

2. My date of birth is [REDACTED]. I am married, with 4 dependents. See attached EXHIBIT A titled Personal Information.

3. Along with Settlement Capital Corporation ("SCC"), I am a party in the above-referenced proceeding. I have been advised by SCC in writing of my right to hire a lawyer to represent me in this proceeding. See attached EXHIBIT B titled Independent Professional Advice.

4. I believe the transfer of my right to receive the Assigned Payments is in my best interest. I do not believe that approval of this transfer will negatively affect the standard of living for me or my family, make it difficult for me to pay living expenses, or otherwise harm me or my family in any way. The payments in question are my property and being able to complete this transaction will be beneficial to me and my family.

5. I would like to complete this transaction to cover expenses as described in EXHIBIT C titled Detailed Reasons for the Transaction.

6. I was involved in a lawsuit, which resulted in a Settlement Agreement. The Settlement Agreement provided for certain periodic payments (the "Settlement Payments"). I signed a Purchase and Sale Agreement (the "Transfer Agreement") with SCC by which I agreed to transfer and assign to SCC the right to receive certain of the Settlement Payments due and payable in connection with the Settlement and related Annuity as follows:

One (1) lump sum payment in the amount of Forty Five Thousand and No/100 Dollars (\$45,000.00), out of the total lump sum amount due under the Settlement Agreement and Annuity, due and payable September 26, 2017

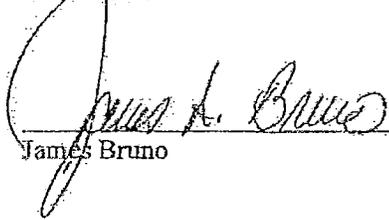
(The payments to be assigned to SCC pursuant to the Transfer Agreement shall hereafter be referred to as the "Assigned Payments")

7. In return for agreeing to transfer and assign to SCC the Assigned Payments, SCC has agreed to pay me a lump sum payment of Thirty Thousand Three Hundred Fifteen and 20/100 Dollars (\$30,315.20), to be paid directly to me or, at my direction, to be paid to others for my benefit.

8. A Disclosure Statement was provided to me by SCC and I received at least three (3) days before the date I signed the Transfer Agreement. I have read this Disclosure Statement and understand what it means.

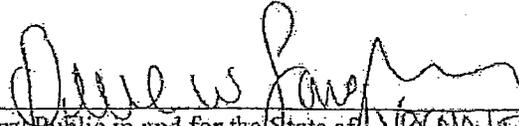
9. It is my understanding that Vermont law governs my right to transfer the Assigned Payments and therefore it is necessary for this action to be filed in order to obtain court approval for this transaction. I hereby join in the Application and request that the Court find the transaction to be in my best interest, approve my transaction with SCC and confirm that the transaction complies with Vermont law.

FURTHER AFFIANT SAITH NAUGHT.


James Bruno

SUBSCRIBED and SWORN to before me the undersigned authority this 3rd day of JULY, 2015.

[SEAL]


Notary Public in and for the State of VERMONT
Printed Name: DANIELLE W. LONGTIN
My Commission Expires: 2/10/19

PERSONAL INFORMATION

Please note that the information you provide in this form will be filed with the court and will become part of the public record

I am (initial applicable answer):

Married
 Single

Name of Spouse: (if applicable)

KATHLEEN M BROWN

How many dependents do you have? (specify number)

4

How many of your dependents are under the age of 21?

2

What is your highest level of education?

12

What is your spouse's level of education? (if applicable)

12

Are you employed?

YES

Specify occupation and whether the position is full time:

IBEW (Equipment operator)

Is your spouse employed? (if applicable)

N/A

Describe the injury that gave rise to the settlement:

ELECTROCUTED

James A. Brown
Signature

7/3/15
Date

CERTIFICATE OF MARITAL STATUS
Please complete as applicable and sign

James L. Blum, hereby certify that I am:
(enter your name)

- a. Married
- b. Divorced (Date of divorce _____) (If divorced, please return a copy of your divorce decree).
- c. Widowed (If widowed, please return a copy of your spouse's death certificate).
- d. Never married

James L. Blum
Signature

DETAILED REASON FOR TRANSACTION

Good details will help your case in court and **SPEED UP THE PROCESS!** Also, any documentation you can provide to support these reasons will be helpful. (Examples: invoices or estimates)

(Please only complete the sections that apply)

<u>Reasons</u>	<u>Amount</u>
Pay Bills (List each bill to pay)	
Sears Credit card (Master card)	\$ 6,181.69
American Express credit card	\$ 6,339.11
Marriott Rewards (Visa)	\$ 2,217.75
Home Depot Credit Card	\$ 4,726.16
Ag credit Acceptance (Tractor loan)	\$ 116,108.00
Medical bills.....	\$ _____
Purchase a home.....	\$ _____
Home repairs or improvements..... Furnice.....	\$ 4,000.00
Purchase a car.....	\$ _____
Car repairs.....	\$ _____
Education.....	\$ _____
Personal loans (such as family).....	\$ _____
Start a business.....	\$ _____
Investment purposes.....	\$ _____

Miscellaneous and all other reasons (Name of each item)

wife's JC Penney credit card	\$ 675.06
wife's sears credit card	\$ 462.56
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

*Amounts listed above should total:

\$30,315.20

Paul A. Bruno
Signature

7-5-15
Date

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT #TN-093889 (this "Agreement") is being entered by and between James Bruno, an individual currently residing in the County of Rutland, in the State of Vermont (the "Seller"), and SETTLEMENT CAPITAL CORPORATION, a Texas corporation (the "Purchaser").

Seller executed that certain release, settlement agreement, release and satisfaction of judgment, compromise agreement, indemnity agreement, and/or other documents and agreements in connection with the resolution, settlement, and satisfaction of the case, settled in or around 2012, in the State of NY (said documents and agreements evidencing and reflecting the settlement and resolution of the case and/or claim shall hereafter collectively be referred to as the "Settlement Agreement"), pursuant to which Seller is entitled to receive certain payments in the dollar amounts and on the dates set forth therein (the "Settlement Payments").

Owner (defined as the party that has the continuing obligation to provide the Settlement Payments to Seller under the Settlement Agreement or the Qualified Assignment, sometimes referred to as the "Annuity Owner") assumed the liabilities under the Settlement Agreement to make the Settlement Payments. The Annuity Owner funded its obligation to make Settlement Payments by purchasing that certain Annuity (the "Annuity"), issued as indicated by the company so reflected in Schedule 1 (the "Annuity Issuer").

Purchaser desires to purchase from Seller, and Seller desires to sell to Purchaser, certain Settlement Payments due and payable to Seller, in the amounts and payable on the dates set forth on Exhibit A attached hereto (such payments, together with all of Seller's rights, title and interests therein and thereto, including, without limitation, all rights of Seller to these payments pursuant to, based upon, or arising under the Settlement Agreement and/or the Annuity and all economic benefits thereunder to the extent relating to such payments, being herein referred to collectively as the "Periodic Payments"), subject in all instances to each of the terms, conditions, provisions and limitations contained in this Agreement. As used herein, the contract term (the "Term") means the period described in Exhibit A.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

**ARTICLE 1
PURCHASE AND SALE OF PERIODIC PAYMENTS**

Section 1.1. Purchase and Sale. Subject to each of the terms, conditions, provisions and limitations contained in this Agreement, Seller agrees to sell, assign, transfer, convey and deliver to Purchaser at Closing (as hereinafter defined), all of Seller's right, title and interest in and to the Periodic Payments, and Purchaser agrees to purchase and acquire from Seller all of Seller's right, title and interest

JAB
Seller's Initials

in and to the Periodic Payments and to pay the Purchase Price (as hereinafter defined) to Seller on the Closing Date (as defined below).

Section 1.2. Purchase Price. In exchange for all of Seller's right, title and interest in and to the Periodic Payments, Purchaser shall pay to the Seller at Closing the sum of money indicated in Exhibit A, which shall be adjusted, if necessary, by subtracting an amount equal to the sum of (i) all Periodic Payments received by Seller from and after the date hereof through and including the Closing Date plus (ii) any advances made to Seller, including, but not limited to, any monies paid to Seller's independent advisors, to any of Seller's creditors, or to any other person or entity, on Seller's request (with the approval of Purchaser and subject to applicable law) and on Seller's behalf, prior to the Closing Date (the "Purchase Price"). Subject to applicable law and the terms of the Disclosure Statement referenced in Section 3.8, Seller acknowledges that the Purchase Price will be reduced at Closing for attorney's fees and costs incurred in connection with securing the court order referenced in Section 5.2 of this Agreement. (As set forth in the Disclosure Statement, Seller shall be responsible for any fees, costs, commissions, and other charges.)

Section 1.3. Payment of Purchase Price. Seller may elect to have payment of the funds representing the Purchase Price made by wire transfer to such account of Seller as shall have been adequately described by Seller to Purchaser in writing prior to the Closing or by a check drawn on any deposit account maintained by Purchaser. Risk of payment or late payment of Periodic Payments under the Settlement Agreement (including payments pursuant to the Annuity) shall pass from Seller to Purchaser on the Closing Date.

ARTICLE 2 THE CLOSING

Section 2.1. Closing and Closing Date. The "Closing Date" shall mean the date selected by the Purchaser but not to exceed fourteen (14) days after (i) delivery to Purchaser, Annuity Owner and Annuity Issuer of a certified copy of a court order approving this transaction in accordance with Section 5.2 below, and (ii) Purchaser is able to confirm that the Annuity Owner and /or Annuity Issuer will comply with the court order. This Agreement is valid and enforceable on the effective date determined in accordance with Section 8.12, which may precede the Closing Date.

Section 2.2. Holdbacks; Required Payoffs (a) If the Periodic Payments are monthly payments, at Closing, Purchaser shall have the right, but not the obligation, to hold back from the Purchase Price an amount equal to the next three (3) Periodic Payments due Seller. Once a payment has been received by Purchaser directly from Annuity Owner or Annuity Issuer, Purchaser will release the balance of the held amounts to Seller, without interest, less an amount equal to the sum of all Periodic Payments received by Seller after the Closing Date.

(b) At Closing, Purchaser shall pay directly to Seller's creditors, on Seller's behalf, that portion of the Purchase Price necessary to pay off the following debts of Seller: (i) all outstanding tax liens; and (ii) all past due child support. Purchaser reserves the right to pay, at Purchaser's discretion, at Closing,

directly to Seller's creditors and on Seller's behalf, that portion of the Purchase Price necessary to pay off any other outstanding judgment and/or lien.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF SELLER

Seller represents and warrants to Purchaser as follows:

Section 3.1. Authority and Enforceability. Seller is of the age of majority, is of sound mind, understands the terms and provisions of this Agreement and each of the contracts, instruments, certificates and other documents to be delivered by Seller to Purchaser pursuant to the terms of this Agreement (collectively, the "Closing Documents"), and is entering into the transactions contemplated by this Agreement and each of the Closing Documents of his/her own free will and volition. This Agreement has been, and each of the Closing Documents will be, at or prior to the Closing, duly executed and delivered by Seller. This Agreement and each of the Closing Documents are legal, valid and binding obligations of Seller and are enforceable against Seller in accordance with their respective terms, notwithstanding the need for court approval as required by law.

Section 3.2. Title to the Periodic Payments. Seller owns outright, and has good, marketable and defensible title to, the Periodic Payments, free and clear of any lien, pledge, mortgage, security interest, charge, adverse claim, right or equity of redemption, or other right, interest or claim of any nature or description whatsoever of any other person or entity (collectively, "Encumbrances"). Seller has not sold, assigned, transferred, conveyed, or pledged to any other person or entity any of the Periodic Payments and none of the Periodic Payments have been attached, levied, foreclosed upon, seized, restricted, or subjected to garnishment or other legal process or proceeding, nor has Seller entered into any agreement or understanding of any nature whatsoever, whether written or oral, with respect thereto. The Closing will vest in Purchaser good, marketable and defensible title to the Periodic Payments, free and clear of any Encumbrances.

Section 3.3. The Settlement Agreement and the Annuity. To the extent they are available and attached, the copy of the Settlement Agreement attached hereto as Exhibit B and the copy of the Annuity attached hereto as Exhibit C are true, correct and complete copies thereof, and include all amendments, supplements, endorsements, or modifications thereof and all consents or waivers currently in effect thereunder. The Settlement Agreement and the Annuity is each a legal, valid and binding obligation of each party thereto, enforceable against each party thereto in accordance with its terms. Neither the Settlement Agreement, the Annuity, nor any of the other underlying contractual documents upon which the Periodic Payments are based are in default, nor has there been any claim of default with respect to the same. The Settlement Agreement and the Annuity are the only agreements governing or affecting the Periodic Payments and the rights of Seller to receive the Periodic Payments, or both, and Seller is not a party to, or bound or obligated under, any other contract, agreement or other instrument, document or writing that would prohibit, impair or otherwise restrict the execution and delivery by Seller of, the consummation of the transactions contemplated by, and the performance of the agreements of Seller in this Agreement and each of the Closing Documents.

Section 3.4. Outstanding Obligations. Except as directed to Purchaser in writing Seller is not in default on any obligation concerning (i) child care, alimony or support or (ii) the payment of federal, state or local taxes.

Section 3.5. Full Disclosure; No Adverse Facts. No representation or warranty of Seller or any other statement of fact or information furnished by Seller to Purchaser made in connection with or set forth in this Agreement or any of the Closing Documents contains any untrue statement of fact or fails to state any information necessary to make any statements made not misleading. There is no fact that adversely affects or, so far as Seller can now reasonably foresee, could adversely affect, the ability of Seller to perform Seller's obligations under this Agreement. Seller is not aware of any fact or matter which might (i) diminish the value of the Periodic Payments or the rights and benefits of Purchaser under the terms of this Agreement; (ii) impair or delay Purchaser's ability to receive and utilize the Periodic Payments as contemplated hereby; or (iii) otherwise affect the willingness of Purchaser to acquire the Periodic Payments on the terms (including price) contained herein.

Section 3.6. Other Income. The Periodic Payments are not the primary source of income of Seller and the Periodic Payments are not currently used or intended to pay for medical expenses or treatments. Seller and/or other members of Seller's household have other sources of income, other than the Periodic Payments. Seller believes it is in his/her best interest to sell the Periodic Payments under the terms of this Agreement, taking into account the welfare and support of the Seller's dependents, if any.

Section 3.7. Independent Advisors. SELLER HAS BEEN ADVISED BY PURCHASER TO SEEK, AND HAS HAD THE OPPORTUNITY TO RECEIVE ADVICE FROM HIS/HER OWN INDEPENDENT FINANCIAL, TAX AND ACCOUNTING ADVISORS AND LEGAL COUNSEL IN CONNECTION WITH THE NEGOTIATION AND EXECUTION OF THIS AGREEMENT.

Section 3.8. Disclosure Statement(s). Seller acknowledges that Purchaser has provided to Seller a Disclosure Statement(s) prepared in accordance with applicable law and Seller has read and understands said Disclosure Statement and has returned same to Purchaser prior to executing this Agreement.

Section 3.9. Representations and Warranties. All of Seller's representations and warranties set forth in this Agreement shall be true and correct on and as of the Closing Date with the same effect as though such representations and warranties were made on and as of the Closing Date.

ARTICLE 4 ADDITIONAL AGREEMENTS OF SELLER

Section 4.1. Security Agreement. It is the intention of the parties hereto that the provisions of this Agreement constitute a purchase and sale of all the Seller's right, title and interest in and to the Periodic Payments. This Agreement shall constitute a "security agreement" within the meaning of the Uniform Commercial Code of the relevant state(s). In order to protect against any conceivable determination that the purchase and sale intended hereunder was not effective, and as additional assurance that all of the Periodic Payments will be timely paid and delivered to Purchaser, SELLER HEREBY GRANTS TO PURCHASER A FIRST PRIORITY SECURITY INTEREST IN ALL OF THE RIGHTS, TITLE AND

INTEREST OF SELLER IN OR TO ALL OF THE FOLLOWING (COLLECTIVELY, THE "COLLATERAL"): All of Seller's right, title and interest in any and all money due or to become due, in relation to the Periodic Payments, and any and all proceeds received in respect to same. In this context, Purchaser shall have all of the rights of secured party under the Uniform Commercial Code of the relevant state(s) and other applicable law and, without limiting the generality of the foregoing, shall have and may exercise any and all remedies of a secured party under such law upon Seller's default of any of his/her obligations under the Agreement or related documents.

Section 4.2. (a) Seller's Protection of Third Parties. Seller acknowledges that the Settlement Agreement or the Annuity, or both, may contain provisions that restrict or purport to restrict the assignability of the Periodic Payments. Seller hereby (i) releases and waives all claims and objections against the Annuity Owner, the Annuity Issuer and all other persons or entities obligated to make the Periodic Payments pursuant to the terms of the Settlement Agreement for complying with Seller's instructions in connection with and to facilitate this Agreement (ii) releases and waives all claims and objections against the Annuity Owner, the Annuity Issuer and all other persons or entities obligated to make the Periodic Payments for failing or refusing to assert any claim that the Periodic Payments were not assignable; (iii) agrees never to sue the Annuity Owner, the Annuity Issuer and all other persons or entities obligated to make the Periodic Payments pursuant to the terms of the Settlement Agreement alleging the Periodic Payments were not transferable or assignable; and (iv) agrees to indemnify and defend the Annuity Owner, the Annuity Issuer and all other persons or entities obligated to make the Periodic Payments pursuant to the terms of the Settlement Agreement from any claim to the Periodic Payments by any person, other than Purchaser and/or the Purchaser's lawful assigns, claiming by or through Seller or from their permitting or facilitating this transfer and the payment of the Periodic Payments directly to Purchaser.

(b) Seller agrees that this protection of third parties shall be binding upon Seller, Seller's heirs, executors, administrators, representatives, successors, assigns, transferees, estate and any person claiming by, through, or under Seller (directly or indirectly).

Section 4.3. Access to Information. Seller agrees that Purchaser shall have the right, power, and authority to obtain and perform credit checks on Seller and other investigations, including, without limitation, searches for abstracts of judgments or other claims against Seller. Purchaser shall be under no duty or obligation to perform any such check or investigation and Seller shall place no reliance on Purchaser's doing so.

Section 4.4. This is Not a Loan. **THIS IS NOT A LOAN**. The sale of the Periodic Payments by Seller to Purchaser is and shall constitute an absolute conveyance by Seller to Purchaser of the Periodic Payments. Seller acknowledges and agrees that said sale is not intended in any respect to be a loan from Purchaser to Seller or to create any type of partnership or other joint ownership arrangement between Seller and Purchaser.

Section 4.5. Duty to Cooperate. From and after the date of this Agreement, Seller will take all necessary action, including by cooperating with any request by Purchaser that Seller take any action deemed necessary by Purchaser, to vest legal and equitable title to the Periodic Payments irrevocably in

Purchaser or its assigns, free and clear of any adverse claims or encumbrances other than those in favor of Purchaser or its assigns (including, without limitation, the filing of all financing statements or other similar instruments or documents necessary under the UCC or any comparable law of all appropriate jurisdictions, to perfect Purchaser's or its assigns' ownership interest in such Periodic Payments and such other action to perfect, protect or more fully evidence the interest of Purchaser or such assigns therein).

ARTICLE 5 CONDITIONS TO CLOSING

The obligations of Purchaser to effect the transactions contemplated hereby shall be subject to the satisfaction prior to the Closing Date of each of the following conditions, unless waived by Purchaser:

Section 5.1. Delivery of Documents. Seller shall have delivered to Purchaser duly executed originals (including all attachments and exhibits) of this Agreement and each of the following documents, each of which shall be in form, scope and substance satisfactory to Purchaser in its sole and absolute discretion:

(i) If Seller is married, or if the Seller was married at any time on or after the date of the Settlement Agreement but prior to the date of the Seller's execution of this Agreement, an agreement evidencing the consent of Seller's spouse to this transaction (the "Spousal Consent"), or a copy of the Seller's divorce decree;

(ii) Originals, or true, complete and legible copies, of the Settlement Agreement and the Annuity, as amended and in effect on the Closing Date;

(iii) Executed copies of all other agreements, documents, instruments, certificates, opinions of counsel, reports or other writings of any nature whatsoever otherwise required by this Agreement (or any other Closing Document) or deemed necessary, advisable or desirable to consummate the transactions contemplated hereby.

Section 5.2. Court Order. Seller and/or Purchaser shall have procured and/or received a final, non-appealable court order approving the sale, assignment, transfer, and conveyance of the Periodic Payments. Said court order must comply with all applicable laws and must be satisfactory to Purchaser. This Agreement, when executed, constitutes an enforceable valid contract, notwithstanding a subsequent court proceeding seeking approval of this transaction in accord with state law.

ARTICLE 6 WAIVER OF RESTRICTIONS/ EXEMPTIONS AND ACKNOWLEDGEMENT OF RISKS

Section 6.1. Waiver of Exemptions. Seller is entering into the transactions contemplated by this Agreement and each of the Closing Documents of his/her own free will and volition and hereby expressly and voluntarily WAIVES AND RELEASES, to the fullest extent permitted by applicable law, all rights and benefits of Seller in, to, or under, all applicable provisions of statutory law, case law, constitution and

regulation which purport to exempt the Periodic Payments from any claims or damages by, through or on behalf of Purchaser or its successors or assigns or which exempt the Periodic Payments from execution, attachment, garnishment, seizure or other process by Purchaser, its successors or assigns.

Section 6.2. No Advice from Purchaser. Seller acknowledges to Purchaser (i) that Seller has not received any financial, accounting, tax, legal, or other advice from Purchaser; and (ii) that Seller has relied solely upon the advise of Seller's own financial, accounting, tax, legal, and other advisors, if any, in entering into this Agreement and consummating the transactions contemplated hereby.

ARTICLE 7 TERMINATION

Section 7.1. Right to Terminate. Either party may terminate this Agreement at any time prior to Closing by delivering written notice (pursuant to section 8.1 below) of termination to the other party. In the event of termination of this Agreement as provided in this Article, this Agreement shall forthwith become void and of no further force or effect and there shall be no liability or obligation on the part of any of the parties hereto or any of their respective officers, directors, employees, agents, attorneys, partners, trustees, affiliates, or associates. To the extent that the termination of this Agreement results from the willful breach by Seller of any of Seller's representations, warranties, covenants or agreements set forth in this Agreement, nothing herein shall prejudice the ability of Purchaser from seeking damages from Seller for any breach of this Agreement, including, without limitation, attorneys' fees and the right to pursue any remedy at law or in equity. The rights and remedies provided to Purchaser in this Article are cumulative of any other right or remedy Purchaser may have under this Agreement or otherwise.

Section 7.2. Termination Fee. Notwithstanding anything to the contrary in this Agreement, if the Seller elects to terminate this Agreement at any time after a court order approving the transfer, the Seller will be obligated to pay Purchaser the sum of \$2,500.00 as reimbursement for its and its attorneys efforts in preparing the transaction for consideration by the court and preparing for Closing (such payment will be referred to herein as the "Termination Fee"). The Termination Fee must be paid to Purchaser in full at the time this Agreement is terminated. Unless and until paid in full, this Agreement remains in full force and effect. Depending on the circumstances, Seller and third parties may be liable to Purchaser for other damages resulting from any breach of this Agreement or interference therewith, and payment of the Termination Fee is not exhaustive of such damages and remedies to which Purchaser might be entitled from Seller and/or any third party.

ARTICLE 8 GENERAL PROVISIONS

Section 8.1. Notices. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if (i) mailed first class, postage prepaid, certified United States mail, return receipt requested; (ii) hand-delivered against a signed receipt by or on behalf of this intended recipient; (iii) delivered by overnight courier service against a signed receipt by or on behalf of the intended recipient; or (iv) given by confirmed facsimile or other instantaneous electronic transmission device (provided any such

transmission must be additionally confirmed by delivery of such notice in one of the other manners herein permitted) as follows: if to Purchaser, at Settlement Capital Corporation, 14755 Preston Road, Suite 610, Dallas, TX 75254, and if to Seller, at the address set forth in the preamble hereof; *provided, however*, that any party may change its address for notice by giving to the other party thirty (30) days prior written notice of such change.

Section 8.2. Choice of Law. Any dispute under this Agreement shall be determined under the laws of the state where the Seller resides, as set forth on page 1 of this Agreement.

Section 8.3. Entire Agreement. This Agreement, the exhibits hereto and all of the Closing Documents expressly described herein set forth the entire agreement of Seller and Purchaser with respect to the transactions contemplated hereby and supersede all prior agreements, arrangements, and understandings relating to the subject matter of this Agreement, whether oral or written, specifically including, without limitation, any letters, memos, or other correspondence or instruments signed or issued by or on behalf of Purchaser. This Agreement is the only document that effects a transfer of the Periodic Payments.

Section 8.4. Amendment; Waiver. This Agreement and the Closing Documents may be amended, modified, superseded or canceled, and any of the terms, provisions, representations, warranties, covenants or conditions hereof or thereof may be waived, only by a written instrument signed by all of the parties hereto, or in the case of a waiver, by the party waiving compliance. The failure of any party at any time or times to require performance of any provision of this Agreement or any of the Closing Documents shall in no manner affect the right to enforce the same. No waiver by any party of any condition contained in this Agreement or any of the Closing Documents, or of the breach of any term, provision, representation, warranty or covenant contained herein or therein, in any one of more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach, or as a waiver of any other condition or of the breach of any other term, provision, representation, warranty or covenant.

Section 8.5. Severability. Should any provision of this Agreement or any Closing Document or the application thereof to any person or circumstance be held to be to any extent unenforceable or invalid under or contrary to the laws of the United States or under any other applicable local, state or federal law, statute, regulation, rule, or order, then the parties hereto agree that such provision shall be deemed to be modified for purposes of performance of this Agreement or any Closing Document in such jurisdiction to the extent necessary to render it lawful and enforceable, or if such a modification is not possible without materially altering the intention of the parties hereto, then such provision shall be severed therefrom for purpose of performance of this Agreement or any of the Closing Documents in such jurisdiction. The validity of the remaining provisions of this Agreement or any of the Closing Documents shall not be affected by any such modification or severance, except that if any severance materially alters the intentions of the parties hereto as expressed in this Agreement or any Closing Document (a modification being permitted only if there is no material alteration), then the parties hereto shall use their best reasonable efforts to agree to appropriate equitable amendments to this Agreement or any of the Closing Documents in light of such severance. Any such finding of unenforceability or invalidity in any given jurisdiction shall not prevent the enforcement of said provision in any other jurisdiction to the maximum extent permitted by applicable law.

Section 8.6. Attorneys' Fees and Court Costs. Any provision of this Agreement that could be interpreted to require the Seller to indemnify and hold harmless the Purchaser, or to pay the Purchaser's costs of defense in any claim or action brought by the Seller or on the Seller's behalf contesting the transfer is invalid. In any other action of law or equity between the parties to this Agreement, the successful party shall be entitled to all costs and expenses, including, without limitation, actual attorneys fees expended or incurred in connection with such litigation. Such costs, expenses, and attorneys fees may be included in and as part of such judgment.

Section 8.7. Headings: Gender; Numbers. All of the Article, Section, and Subsection headings contained in this Agreement are for purposes of convenience or reference only, and shall not be deemed to be a part of this Agreement or to affect the meaning, construction, interpretation or scope of this Agreement or any of the provisions hereof in any way. All references in this Agreement to the masculine, feminine, or neuter gender, shall, where appropriate, be deemed to include all other genders. All plurals used in this Agreement or any Closing Document shall, where appropriate, be deemed to be singular, and vice versa, and shall refer solely to the parties hereto except where otherwise specifically provided.

Section 8.8. Binding Effect. Subject to the restrictions on transfers and encumbrances set forth herein, all of the terms, provisions, covenants and conditions of this Agreement and the Closing Documents shall inure to the benefit of and be binding upon and be enforceable by the undersigned parties and their respective heirs, executors, administrators, representatives, successors and permitted assigns. NOTWITHSTANDING ANY CONTRARY PROVISION OF THIS AGREEMENT OR ANY CLOSING DOCUMENT, IT IS EXPRESSLY INTENDED AND AGREED THAT SELLER'S TRANSFER AND CONVEYANCE TO PURCHASER OF THE PERIODIC PAYMENTS SHALL BE BINDING ON SELLER'S ESTATE AND SELLER'S HEIRS, EXECUTORS, AND ADMINISTRATORS, IRRESPECTIVE OF ANY DESIGNATION OF SELLER'S ESTATE AS THE BENEFICIARY UNDER THE ANNUITY AND/OR THE SETTLEMENT AGREEMENT.

Section 8.9. Purchaser's Right to Assign. Purchaser (and each and any assignee of Purchaser) may assign all or any portion of its right, title, and interest in and to this Agreement, the Closing Documents, the Settlement Agreement, the Annuity, and the Periodic Payments either before or after the Closing and without any requirement of prior consent from or notice to Seller. Without limiting the generality of the foregoing, Seller shall upon request of Purchaser or any assignee of Purchaser execute and deliver any such documents as Purchaser or any such assignee may require to effectuate and consummate the transactions contemplated hereby.

Section 8.10. Usury Savings Clause. It is the intention of Purchaser and Seller that the provisions of this Agreement constitute a purchase and sale of all of Seller's right, title and interest in and to the Periodic Payments and is not, nor should it be construed as, a loan. Nonetheless, in order to protect against any conceivable determination that the conveyance was not effective, it is the intent of Purchaser and Seller to conform to and contract in strict compliance with applicable usury law from time to time in effect. All agreements between Purchaser and Seller are hereby limited by the provisions of this paragraph which shall override and control all such agreements, whether now existing or hereafter arising and whether written or oral. In no way, nor in any event or contingency (including but not limited to

prepayment, default, demand for payment, or acceleration of the maturity of any obligation) shall the rate of interest taken, reserved, contracted for, charged or received under this Agreement or the Purchase Agreement or otherwise, exceed the Maximum Lawful Rate (defined below). If, from any possible construction of any document, interest would otherwise be payable in excess of the Maximum Lawful Rate, any such construction shall be automatically reformed and the interest payable shall be automatically reduced to the Maximum Lawful Rate, without the necessity of execution of any amendment of new document. As used herein, the term "Maximum Lawful Rate" means the maximum nonusurious rate of interest per annum permitted by whichever of applicable United States federal law or applicable state law.

Section 8.11. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when two or more counterparts have been signed by each of the parties hereto and delivered to the other parties, it being understood that all parties need not sign the same counterpart thereof.

Section 8.12. Effective Date. The effective date of this Agreement shall be the date this Agreement is signed by the Purchaser.

Section 8.13. Irrevocable durable power of attorney. I, James Bruno, being a resident of the above described county and state, and being at least 18 years of age, do hereby IRREVOCABLY appoint Settlement Capital Corporation, a Texas corporation, my true and lawful attorney-in-fact, with full power of substitution, to act in my name, place, and stead and on my behalf to do and execute all or any of the following acts or deeds for the purpose of achieving the intent of this Agreement, to wit: To receive, issue receipts for, sign, endorse, execute, negotiate, acknowledge, cash, deposit, accept, possess, and otherwise deal with all checks, payments, installments, funds, proceeds, insurance benefits, and other instruments issued in my name as payment of the Periodic Payments under the Settlement Agreement and/or the Annuity for the term set forth below. This Power Of Attorney is not affected by a subsequent disability or incapacity of the undersigned principal. I hereby ratify and confirm all that my Attorney-in-Fact, or successors, shall lawfully do or cause to be done, by virtue of the rights and powers granted herein. My Attorney-in-Fact shall not be obligated to furnish bond or other security.

THIS POWER OF ATTORNEY EXPIRES ON September 30, 2017.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first stated above.

SELLER:

James Bruno
James Bruno

STATE OF:
COUNTY OF:

This instrument was acknowledged before me on this 3rd day of JULY 2015 by James Bruno.

[SEAL]

Debbie L. Rosen
Notary Public in and for the State of VERMONT
Printed Name: DEBBIE L. ROSEN
My Commission Expires: 2/11/19

PURCHASER:

Settlement Capital Corporation,
a Texas Corporation
Tax ID [REDACTED]

By: Debbie L. Rosen
Debbie L. Rosen, President

Dated: July 14, 2015

List of Exhibits

- Exhibit A: Periodic Payments
- Exhibit B: Settlement Agreement
- Exhibit C: Annuity

SCHEDULE 1

Issuer: Metropolitan Life Insurance Company

Policy Number: Group Annuity Contract No. 8281, Certificate No.128138

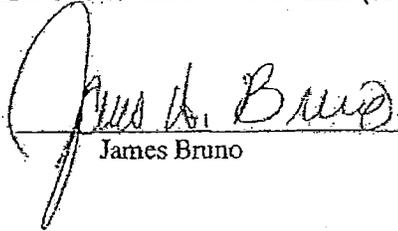
EXHIBIT A

Purchaser hereby purchases the following payments due and owing to Seller under the Settlement Agreement and/or the Annuity:

One (1) lump sum payment in the amount of Forty Five Thousand and No/100 Dollars (\$45,000.00), out of the total lump sum amount due under the Settlement Agreement and Annuity, due and payable September 26, 2017

Subject to the provisions of Section 1.2 of the Purchase and Sale Agreement, Purchaser will pay Seller at closing the following:

Thirty Thousand Three Hundred Fifteen and 20/100 Dollars (\$30,315.20)

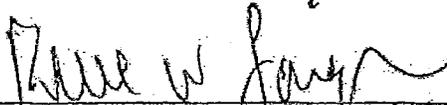

James Bruno

STATE OF:

COUNTY OF:

This instrument was acknowledged before me on this 30th day of JULY, 20 15 by James Bruno.

[SEAL]


Notary Public in and for the State of VERMONT
Printed Name: Daniel W. Longtin
My Commission Expires: 2/10/19

REVISED DISCLOSURE OF DISCLOSURE STATEMENT DATED JUNE 19, 2015
(Vermont)

This Disclosure Statement is being provided by Settlement Capital Corporation to James Bruno in connection with his/her agreement to transfer and assign to Settlement Capital Corporation certain structured settlement payment rights.

1. Schedule of Payments Transferred. The amounts and due dates of the structured settlement payments to be transferred are as follows: One (1) lump sum payment in the amount of Forty Five Thousand and No/100 Dollars (\$45,000.00), out of the total lump sum amount due under the Settlement Agreement and Annuity, due and payable September 26, 2017.

2. Aggregate Amount of Payments Transferred. The aggregate amount of payments to be transferred to SCC totals Forty Five Thousand and No/100 Dollars (\$45,000.00).

3. Discounted Present Value. The discounted present value of the payments to be transferred is Forty Three Thousand One Hundred Sixty Five and 02/100 Dollars (\$43,165.02). The discounted present value is the "calculation of current value of the transferred structured settlement payments under federal standards for valuing annuities." As required by applicable law, this calculation was made by discounting the future payments to be transferred using the applicable federal rate most recently published by the Internal Revenue Service, which rate is 2.00 %. **THIS IS NOT THE RATE USED TO CALCULATE YOUR PURCHASE PRICE.** It is also not the market rate for transfers of annuity payments or structured settlement payments.

However, the rate actually used to calculate your purchase price is 19.111 %.

4. Gross Advance Amount. The gross advance amount payable to or for the benefit of James Bruno is Thirty Thousand Three Hundred Fifteen and 20/100 Dollars (\$30,315.20) and the annual discount rate is 19.111 %, as compounded monthly.

5. Transfer Expenses. James Bruno will be responsible for paying the following commissions, fees, expenses, charges, and costs; other than attorneys' fees, in connection with the closing of this transaction: None

6. Net Advance Amount. The net advance amount payable to James Bruno is Thirty Thousand Three Hundred Fifteen and 20/100 Dollars (\$30,315.20).

7. Penalties and Liquidated Damages. If James Bruno cancels the transaction after court has approved the transfer, James Bruno shall be responsible for liquidated damages of \$2,500.00.

8. Cancellation Rights. James Bruno has the right to cancel the transfer agreement, without penalty or further obligation, at any time before the date on which a court enters a final order approving the transfer agreement.

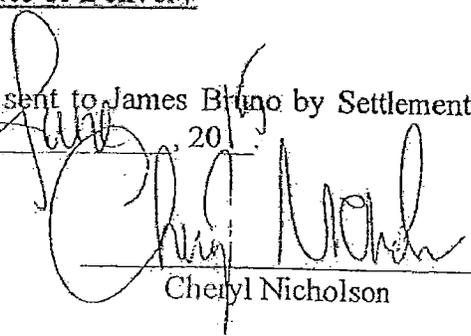
9. Legal Fees to Procure Court Order. James Bruno will be responsible for reimbursing for the following attorneys' fees incurred in connection with said action:

Legal Fees: \$0.00

James Bruno will be solely responsible for any independent professional advisor's fees related to the rendering of advice regarding the transfer of James Bruno's structured settlement payments.

Certificate of Delivery

This Disclosure Statement was sent to James Bruno by Settlement Capital Corporation, on this the 23rd day of June, 2011.


Cheryl Nicholson

Shannon A. Bertrand
David R. Cooper
John A. Facey, III
James P. W. Goss
A. Jay Kenlan
Rodney E. McPhee
John C. Newman**
Edward V. Schwiebert (Ret.)

Paula J. McCann, Of Counsel
Ron R. Morgan, Of Counsel

KENLAN
SCHWIEBERT
FACEY
& GOSS, P.C.
ATTORNEYS AT LAW

Christopher W. Blanchard
David G. Carpenter***
Stephen C.H. Cassarino
Heather Z. Cooper
Matthew D. Getty
Matthew G. Hart*

*also admitted in NY
**also admitted in NH
***also admitted in NY and MA

Holly Webb, Paralegal
Sheri Slack, Paralegal
Jaye Thompson, Paralegal

Matthew D. Getty, Esq.
mgetty@kenlanlaw.com
Extension 744

August 4, 2015

RE: James Bruno
942 Staso Road
Castleton, VT 05735

RE: Transfer of Structured Settlement Payments to Settlement Capital Corporation

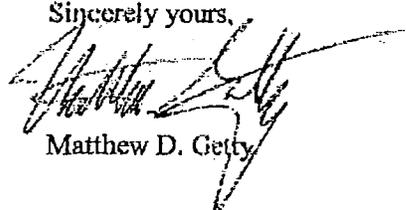
To Whom It May Concern:

I, Matthew D. Getty, licensed in the State of Vermont, have rendered independent professional advice to James Bruno, concerning the implications of a transfer of his structured settlement payment rights. This advice included my opinion as to the financial advisability of the transfer and other financial options potentially available to Mr. Bruno, although my professional training is as an attorney, not a financial planner.

I am not affiliated in any manner with, referred by, or compensated in any manner by Settlement Capital Corporation, the transferee of the structured settlement payment rights.

Further, my compensation is not affected by whether or not the transfer of structured settlement payment rights occurs.

Sincerely yours,


Matthew D. Getty

MDG/ms

In re: James Bruno, Transferor/Payee: _____

List of Dependents Pursuant to 9 V.S.A. § 24480ff

Name of Dependent	Age
Kathleen Bruno	63 years old
James Bruno	12 years old
Destiny Bruno	7 years old

#604291

if available to the transferee after making a good faith request of the payee, the structured settlement obligor and the annuity issuer, the following documents . . . shall be filed under seal:

- (A) a copy of the annuity contract;
- (B) a copy of any qualified assignment agreement;
- (C) a copy of the underlying structured settlement agreement.

Therefore, Petitioner is filing with the Court a copy of the annuity contract as Exhibit A; a copy of the qualified assignment agreement as Exhibit B; and a copy of the release evidencing the underlying structured settlement agreement, as Exhibit C. Pursuant to 9 V.S.A. § 2480(ff), these documents should be sealed by the Court.¹

PRAYER FOR RELIEF

The Petitioner respectfully requests that the Court grant its motion to file the Exhibits A, B, and C under seal for the Court to consider in support of the petition for approval of the transfer of structured settlement payment rights.

DATED at the City of Rutland, County of Rutland and State of Vermont this 6th day of August, 2015.

RYAN SMITH & CARBINE, LTD

By: /s/ Thomas S. Valente

Thomas S. Valente, Esq. (ERN: 3357)

Ryan Smith & Carbine, Ltd.

PO Box 310

98 Merchants Row

Rutland, VT 05702-0310

802-786-1017

E-mail: tsv@rsclaw.com

Attorneys for Petitioner

¹ Although the Court need not find good cause and exceptional circumstances because 9 V.S.A. § 2480(ff) governs, good cause and exceptional circumstances do exist here. The agreements should not be made public due to their confidential nature, yet they are important to the Court's consideration of the petition for approval of the transfer of structured settlement payment rights.

STATE OF VERMONT

SUPERIOR COURT
Rutland Unit

CIVIL DIVISION
Docket No. 440-8-15 Rdcv

In re: James Bruno, Transferor/Payee)
)
_____)

ORDER

Having considered Petitioner's Motion to File Certain Materials Under Seal ("Motion"), this Court finds that, pursuant to 9 V.S.A. § 2480(ff), copies of the annuity contract, qualified assignment agreement, and the release evidencing the underlying structured settlement agreement shall be sealed. It is therefore ordered that the Motion is granted, and Exhibits A, B, and C to Plaintiff's Motion are hereby sealed.

SO ORDERED:

Presiding Judge, Vermont Superior Court,
Rutland Unit, Civil Division

Date

STATE OF VERMONT

SUPERIOR COURT
Rutland Unit

CIVIL DIVISION
Docket No. 440-8-15 Rdcv

In re: James Bruno, Tranferor/Payee)
)
)

FILED

AUG 14 2015

NOTICE OF HEARING DATE AND DEADLINE

VERMONT SUPERIOR COURT
RUTLAND

TO the following:

James A. Bruno 942 Staso Road Castleton, VT 05735	Metlife Tower Resources Group, Inc. Structured Settlement Department PO Box 14710 Lexington, KY 40512-4710
Metropolitan Life Insurance Company Structured Settlement Department 2025 Leestown Road, Suite J Lexington, KY 40511	Vermont Department of Taxes PO Box 429 133 State Street Montpelier, VT 05633-1401
Kathleen Bruno 942 Staso Road Castleton, VT 05735	Vermont Attorney General's Office 109 State Street Montpelier, VT 05609-1001
Vermont Office of Child Support 103 South Main Street Waterbury, VT 05671-1901	Settlement Capital Corporation 14755 Preston Rd., Ste 610 Dallas, TX 75254

PLEASE TAKE NOTICE that on the following date and time the Application for Approval of the Transfer of Structured Settlement Payment Rights by and between the above named shall be heard:

BEFORE: Presiding Superior Court Judge

PLACE: Rutland County Courthouse
83 Center Street
Rutland, VT 05701
(802) 775-4394

DATE: Sept. 28, 2015

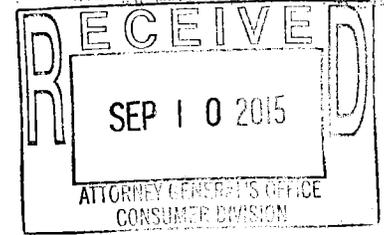
TIME: 9:15 Am.

Any interested parties shall have the right to file a response to said application. Any interested party is further advised that it is entitled to support, oppose, or otherwise respond to the application, by attending the hearing either in person or by counsel, by submitting written comments to the Court and counsel prior to the hearing, or by otherwise participating in the hearing. Written responses to the application may be filed with the Court, with copies to counsel, at any time until five (5) days prior to the hearing date, in order to be considered by the Court. Service shall be made no less than twenty (20) days prior to the date of said hearing.

Dated this 14th day of August, 2015.

Klanton
Superior Court Judge/Clerk

#604528



STATE OF VERMONT

SUPERIOR COURT
Rutland Unit

CIVIL DIVISION
Docket No. 440-8-15 Rdcv

In re: James Bruno, Transferor/Payee)
)
)
_____)

AFFIDAVIT OF LAURA C. FLYNN WITH RETURN RECEIPTS

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

Laura C. Flynn, an employee of Clark Hill PLC, being first duly sworn, deposes and says that on the 20th day of August, 2015 she served a copy of the Petition for Approval of the Transfer of Structured Settlement Payment Rights, Motion to File Certain Materials Under Seal, Notice of Hearing Date and Deadline, and Acceptance of Service upon:

Vermont Attorney General's Office
109 State Street
Montpelier, VT 05609-1001

Vermont Department of Taxes
PO Box 429
133 State Street
Montpelier, VT 05633-1401

Vermont Office of Child Services
103 South Main Street
Waterbury, VT 05671-1901

by placing copies in an envelope and depositing said envelope in the United States Mail in the following manner: Certified Mail. Return receipts from Vermont Attorney General's Office, Vermont Department of Taxes and Vermont Office of Child Services are attached.

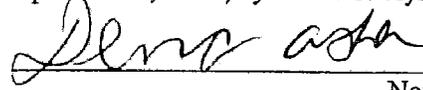


Laura C. Flynn

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

This instrument was acknowledged before me on September 8, 2015, by Laura C. Flynn.

DENA ASHER
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
MY COMMISSION EXPIRES Aug 25, 2018
ACTING IN COUNTY OF
Oakland


_____, Notary
Public
_____ County Michigan
My Commission Expires: _____
Acting in the County of: _____

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Vermont Attorney General's Office
109 State Street
Montpelier, VT 05609-1001



7015 0640 0005 7935 8826

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature *Karl J. Schraut* Agent Addressee

B. Received by (Printed Name) **KARL J. SCHRAUT** C. Date of Delivery **AUG 25 2015**

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Insured Mail Restricted Delivery (over \$500)
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Vermont Office of Child Support
103 South Main Street
Waterbury, VT 05671-1901



7015 0640 0005 7935 883311

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature *Karl J. Schraut* Agent Addressee

B. Received by (Printed Name) **KARL J. SCHRAUT** C. Date of Delivery **AUG 26 2015**

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Insured Mail Restricted Delivery (over \$500)
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Vermont Dept. of Taxes
P.O. Box 429
133 State Street
Montpelier, VT 05633



7015 0640 0005 7935 8819

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature *Karl J. Schraut* Agent Addressee

B. Received by (Printed Name) **KARL J. SCHRAUT** C. Date of Delivery **AUG 25 2015**

D. Is delivery address different from item 1? Yes No
If YES, enter delivery address below:

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Insured Mail Restricted Delivery (over \$500)
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Return Receipt for Merchandise
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

Domestic Return Receipt

STATE OF VERMONT

SUPERIOR COURT
Rutland Unit

CIVIL DIVISION
Docket No. 440-8-15 Rdcv

In re: James Bruno, Tranferor/Payee)
)
)

CERTIFICATE OF SERVICE

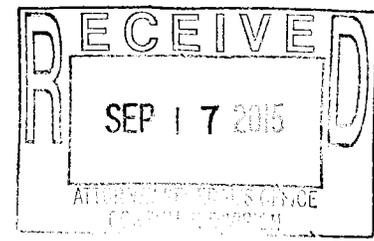
I, Thomas S. Valente, Esq., hereby certify that on the 8th day of September, 2015, I served a copy of an AFFIDAVIT OF LAURA C. FLYNN WITH RETURN RECEIPTS upon the following individuals by depositing a copy of same in the United States Mail, postage prepaid to the addresses indicated below:

James A. Bruno 942 Staso Road Castleton, VT 05735	Metlife Tower Resources Group, Inc. Structured Settlement Department PO Box 14710 Lexington, KY 40512-4710
Metropolitan Life Insurance Company Structured Settlement Department 2025 Leestown Road, Suite J Lexington, KY 40511	Vermont Department of Taxes PO Box 429 133 State Street Montpelier, VT 05633-1401
Kathleen Bruno 942 Staso Road Castleton, VT 05735	Vermont Attorney General's Office 109 State Street Montpelier, VT 05609-1001
Vermont Office of Child Support 103 South Main Street Waterbury, VT 05671-1901	Settlement Capital Corporation 14755 Preston Rd., Ste 610 Dallas, TX 75254

DATED at the City of Rutland, County of Rutland and State of Vermont this 8th day of September, 2015.

RYAN SMITH & CARBINE, LTD

By: /s/ Thomas S. Valente
Thomas S. Valente, Esq. (ERN: 3357)
Ryan Smith & Carbine, Ltd.
PO Box 310
98 Merchants Row
Rutland, VT 05702-0310
802-786-1017
E-mail: tsv@rsclaw.com
Attorneys for Petitioner



STATE OF VERMONT

SUPERIOR COURT
Rutland Unit

CIVIL DIVISION
Docket No. 440-8-15 Rdcv

In re: James Bruno, Transferor/Payee)
)
)

CERTIFICATE OF SERVICE

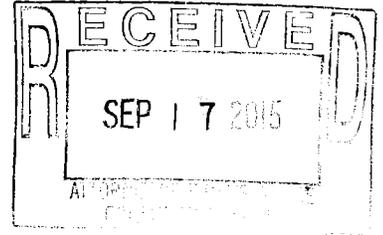
I, Thomas S. Valente, Esq., hereby certify that on the 15th day of September, 2015, I served copies of the Acceptances of Service of Kathleen Bruno, James Bruno, and Frederick Hall on behalf of Settlement Capital Corporation, upon the following individuals by depositing copies of same in the United States Mail, postage prepaid to the addresses indicated below:

James A. Bruno 942 Staso Road Castleton, VT 05735	Metlife Tower Resources Group, Inc. Structured Settlement Department PO Box 14710 Lexington, KY 40512-4710
Metropolitan Life Insurance Company Structured Settlement Department 2025 Leestown Road, Suite J Lexington, KY 40511	Vermont Department of Taxes PO Box 429 133 State Street Montpelier, VT 05633-1401
Kathleen Bruno 942 Staso Road Castleton, VT 05735	Vermont Attorney General's Office 109 State Street Montpelier, VT 05609-1001
Vermont Office of Child Support 103 South Main Street Waterbury, VT 05671-1901	Settlement Capital Corporation 14755 Preston Rd., Ste 610 Dallas, TX 75254

DATED at the City of Rutland, County of Rutland and State of Vermont this 15th day of September, 2015.

RYAN SMITH & CARBINE, LTD

By: /s/ Thomas S. Valente
Thomas S. Valente, Esq. (ERN: 3357)
Ryan Smith & Carbine, Ltd.
PO Box 310
98 Merchants Row
Rutland, VT 05702-0310
802-786-1017
E-mail: tsv@rsclaw.com
Attorneys for Petitioner



STATE OF VERMONT

SUPERIOR COURT
Rutland Unit

CIVIL DIVISION
Docket No. 440-8-15 Rdev

In re: James Bruno, Tranferor/Payee)
)
)

ACCEPTANCE OF SERVICE

I, JAMES BRUNO, on behalf of James A. Bruno, hereby accept service of
PETITION FOR APPROVAL OF THE TRANSFER OF
STRUCTURED SETTLEMENT PAYMENT RIGHTS, MOTION TO FILE CERTAIN
MATERIALS UNDER SEAL, and NOTICE OF HEARING DATE AND DEADLINE in the
above-captioned action, and waive any and all other form of service.

Dated at Aug, this 28 day of 2015 2015.

Signature: [Handwritten Signature]

State of Vermont
County of Rutland

At Castleton, this 28th day of August personally appeared
James A. Bruno and he did set his hand before me.

Marylin Jakubaski
Notary Public
Commission Expires: 2/10/19

STATE OF VERMONT

SUPERIOR COURT
Rutland Unit

CIVIL DIVISION
Docket No. 440-8-15 Rdev

In re: James Bruno, Transferor/Payee)
)
)
_____)

ACCEPTANCE OF SERVICE

I, KATHLEEN BRUNO, on behalf of Kathleen Bruno, hereby accept service of
PETITION FOR APPROVAL OF THE TRANSFER OF
STRUCTURED SETTLEMENT PAYMENT RIGHTS, MOTION TO FILE CERTAIN
MATERIALS UNDER SEAL, and NOTICE OF HEARING DATE AND DEADLINE in the
above-captioned action, and waive any and all other form of service.

Dated at 8-28-15 this _____ day of 2015 2015.

Signature: Kathleen M Bruno

State of Vermont
County of Rutland

At Castleton, this 28th day of August 2015, personally
appeared Kathleen M Bruno and sheets set her hand
before me.

MaryAnn Jakubowski
Notary Public
Commission Expires: 2/10/19

STATE OF VERMONT

SUPERIOR COURT
Rutland Unit

CIVIL DIVISION
Docket No. 440-8-15 Rdev

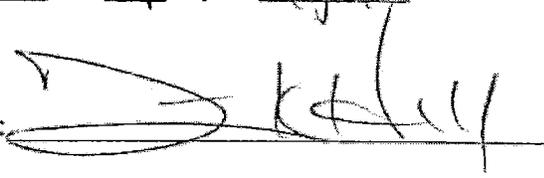
In re: James Bruno, Transferor/Payee)
)
)
_____)

ACCEPTANCE OF SERVICE

I, FREDERICK HALL, on behalf of Settlement Capital Corporation, hereby accept service of PETITION FOR APPROVAL OF THE TRANSFER OF STRUCTURED SETTLEMENT PAYMENT RIGHTS, MOTION TO FILE CERTAIN MATERIALS UNDER SEAL, and NOTICE OF HEARING DATE AND DEADLINE in the above-captioned action, and waive any and all other form of service.

Dated at 14755 Penobscot Rd., Dills, VT 75257 this 24 day of August 2015.

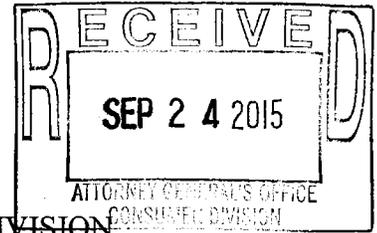
Signature:



STATE OF VERMONT

SUPERIOR COURT
Rutland Unit

CIVIL DIVISION
Docket No. 440-8-15 Rdcv



In re: James Bruno, Tranferor/Payee)
)
)
_____)

CERTIFICATE OF SERVICE

I, Thomas S. Valente, Esq., hereby certify that on the 22th day of September, 2015, I served copies of the Motion to Extend Hearing Date and proposed Notice of Hearing Date and Deadline, upon the following individuals by depositing copies of same in the United States Mail, postage prepaid to the addresses indicated below:

James A. Bruno 942 Staso Road Castleton, VT 05735	Metlife Tower Resources Group, Inc. Structured Settlement Department PO Box 14710 Lexington, KY 40512-4710
Metropolitan Life Insurance Company Structured Settlement Department 2025 Leestown Road, Suite J Lexington, KY 40511	Vermont Department of Taxes PO Box 429 133 State Street Montpelier, VT 05633-1401
Kathleen Bruno 942 Staso Road Castleton, VT 05735	Vermont Attorney General's Office 109 State Street Montpelier, VT 05609-1001
Vermont Office of Child Support 103 South Main Street Waterbury, VT 05671-1901	Settlement Capital Corporation 14755 Preston Rd., Ste 610 Dallas, TX 75254

DATED at the City of Rutland, County of Rutland and State of Vermont this 22nd day of September, 2015.

RYAN SMITH & CARBINE, LTD

By: /s/ Thomas S. Valente
Thomas S. Valente, Esq. (ERN: 3357)
Ryan Smith & Carbine, Ltd.
PO Box 310
98 Merchants Row
Rutland, VT 05702-0310
802-786-1017
E-mail: tsv@rsclaw.com
Attorneys for Petitioner

forms. The other interested parties acknowledge that they received the materials, but are saying that they never verbally agreed to return signed acceptance of service forms to Settlement Capital Corporation, they only agreed to let Settlement Capital Corporation know that they received the materials. Therefore, in order to comply with 9 V.S.A. §§ 2480ff, Petitioner will need to formally serve these other interested parties, but this cannot be done within the required 20 days before the hearing, as the hearing is currently scheduled for September 28th.

WHEREFORE, the Petitioner, Settlement Capital Corporation, respectfully requests that the Court cancel the hearing on the Application of Approval of the Transfer of Structure Settlement Payment Rights scheduled for September 28, 2015 at 9:15 a.m., and reschedule the same for a date which will allow Settlement Capital Corporation to serve the new notice of hearing on the parties at least 20 days before the hearing date.

DATED at the City of Rutland, County of Rutland and State of Vermont this 22nd day of September, 2015.

RYAN SMITH & CARBINE, LTD

By: /s/ Thomas S. Valente
Thomas S. Valente, Esq. (ERN: 3357)
Ryan Smith & Carbine, Ltd.
PO Box 310
98 Merchants Row
Rutland, VT 05702-0310
802-786-1017
E-mail: tsv@rsclaw.com
Attorneys for Petitioner

STATE OF VERMONT

SUPERIOR COURT
Rutland Unit

CIVIL DIVISION
Docket No. _____

In re: James Bruno, Tranferor/Payee)
)
)
_____)

NOTICE OF HEARING DATE AND DEADLINE

TO the following:

James A. Bruno 942 Staso Road Castleton, VT 05735	Metlife Tower Resources Group, Inc. Structured Settlement Department PO Box 14710 Lexington, KY 40512-4710
Metropolitan Life Insurance Company Structured Settlement Department 2025 Leestown Road, Suite J Lexington, KY 40511	Vermont Department of Taxes PO Box 429 133 State Street Montpelier, VT 05633-1401
Kathleen Bruno 942 Staso Road Castleton, VT 05735	Vermont Attorney General's Office 109 State Street Montpelier, VT 05609-1001
Vermont Office of Child Support 103 South Main Street Waterbury, VT 05671-1901	Settlement Capital Corporation 14755 Preston Rd., Ste 610 Dallas, TX 75254

PLEASE TAKE NOTICE that, at the following date and time, the Application for Approval of the Transfer of Structured Settlement Payment Rights by and between the above named will be heard:

BEFORE: Presiding Superior Court Judge

PLACE: Rutland County Courthouse
83 Center Street
Rutland, VT 05701
(802) 775-4394

DATE: _____

TIME: _____

Any interested parties shall have the right to file a response to said application. Any interested party is further advised that it is entitled to support, oppose, or otherwise respond to the application, by attending the hearing either in person or by counsel, by submitting written comments to the Court and counsel prior to the hearing, or by otherwise participating in the hearing. Written responses to the application may be filed with the Court, with copies to counsel, at any time until five (5) days prior to the hearing date, in order to be considered by the Court. Service shall be made no less than twenty (20) days prior to the date of said hearing.

Dated this ___ day of _____, 2015.

Superior Court Judge/Clerk

#611993

RYAN SMITH & CARBINE, LTD.

ATTORNEYS AT LAW

MEAD BUILDING
98 MERCHANTS ROW
P.O. BOX 310
RUTLAND, VERMONT 05702-0310

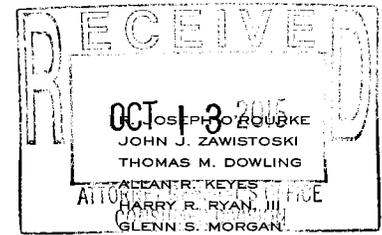
TELEPHONE (802) 786-1000
FACSIMILE (802) 786-1100

WRITER'S DIRECT DIAL:
(802) 786-1017
Fax: **(802) 786-1117**
E-Mail: **tsv@rsclaw.com**

NEW YORK OFFICE:
RYAN SMITH & CARBINE, P.C.
511 GLEN STREET
GLENS FALLS, NEW YORK 12801

TELEPHONE (518) 499-1272
FACSIMILE (518) 499-1273

PLEASE REPLY TO: VERMONT NEW YORK



JAMES B. ANDERSON ▲
WILLIAM A. O'ROURKE, III
ELIZABETH A. GLYNN
ANDREW H. MAASS
JOHN A. SERAFINO
MARK F. WERLE ▲
MATTHEW D. GILMOND
MARION T. FERGUSON
CORINA N. SCHAFFNER-FEGARD
TAMMY B. DENTON
PAUL A. DONALDSON
THOMAS S. VALENTE
ERIN J. GILMORE
FRANCESCA M. BOVE
STEPHANIE P. ROMEO
ERIC J. MORGAN
ANTONIN I. Z. ROBBASON
▲ ALSO ADMITTED IN NEW YORK

October 7, 2015

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Vermont Attorney General's Office
109 State Street
Montpelier, VT 05609-1001

In re: James Bruno, Transferor/Payee
Docket No. 440-8-15 Rdcv

Dear Sir/Madam:

Enclosed, in connection with the above-referenced matter, please find a Notice of Hearing Date and Deadline scheduling a hearing on the Application for Approval of the Transfer of Structured Settlement Payment Rights for November 24, 2015 at 10:00 a.m. at the Vermont Superior Court, Rutland County Courthouse, located at 83 Center Street, in Rutland, Vermont.

Thank you for your attention to this matter.

Sincerely yours,

Thomas S. Valente
TSV/maf
Enclosure
#9517-001/614389

Faint, illegible text at the bottom of the page, possibly bleed-through from the reverse side.

STATE OF VERMONT

SUPERIOR COURT
Rutland Unit

CIVIL DIVISION
Docket No. 440-8-15Rdcv

In re: James Bruno, Transferor/Payee)
)
)

FILED

OCT 06 2015

VERMONT SUPERIOR COURT
RUTLAND

NOTICE OF HEARING DATE AND DEADLINE

TO the following:

James A. Bruno 942 Staso Road Castleton, VT 05735	Metlife Tower Resources Group, Inc. Structured Settlement Department PO Box 14710 Lexington, KY 40512-4710
Metropolitan Life Insurance Company Structured Settlement Department 2025 Leestown Road, Suite J Lexington, KY 40511	Vermont Department of Taxes PO Box 429 133 State Street Montpelier, VT 05633-1401
Kathleen Bruno 942 Staso Road Castleton, VT 05735	Vermont Attorney General's Office 109 State Street Montpelier, VT 05609-1001
Vermont Office of Child Support 103 South Main Street Waterbury, VT 05671-1901	Settlement Capital Corporation 14755 Preston Rd., Ste 610 Dallas, TX 75254

PLEASE TAKE NOTICE that on the following date and time the Application for Approval of the Transfer of Structured Settlement Payment Rights by and between the above named shall be heard:

BEFORE: Presiding Superior Court Judge

PLACE: Rutland County Courthouse
83 Center Street
Rutland, VT 05701
(802) 775-4394

DATE: 11/24/15

TIME: 10:00 AM

Any interested parties shall have the right to file a response to said application. Any interested party is further advised that it is entitled to support, oppose, or otherwise respond to the application, by attending the hearing either in person or by counsel, by submitting written comments to the Court and counsel prior to the hearing, or by otherwise participating in the hearing. Written responses to the application may be filed with the Court, with copies to counsel, at any time until five (5) days prior to the hearing date, in order to be considered by the Court. Service shall be made no less than twenty (20) days prior to the date of said hearing.

Dated this 6th day of October, 2015.

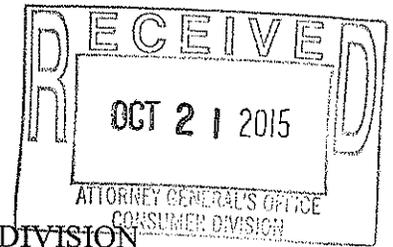
Klendon
~~Superior Court Judge/Clerk~~

#604528

STATE OF VERMONT

SUPERIOR COURT
Rutland Unit

CIVIL DIVISION
Docket No. 440-8-15 Rdcv



In re: James Bruno, Tranferor/Payee)
)
)

CERTIFICATE OF SERVICE

I, Thomas S. Valente, Esq., hereby certify that on the 19th day of October, 2015, I served copies of the *Affidavit of Service* dated October 19, 2015 upon the following individuals by depositing copies of same in the United States Mail, postage prepaid to the addresses indicated below:

James A. Bruno 942 Staso Road Castleton, VT 05735	Metlife Tower Resources Group, Inc. Structured Settlement Department PO Box 14710 Lexington, KY 40512-4710
Metropolitan Life Insurance Company Structured Settlement Department 2025 Leestown Road, Suite J Lexington, KY 40511	Vermont Department of Taxes PO Box 429 133 State Street Montpelier, VT 05633-1401
Kathleen Bruno 942 Staso Road Castleton, VT 05735	Vermont Attorney General's Office 109 State Street Montpelier, VT 05609-1001
Vermont Office of Child Support 103 South Main Street Waterbury, VT 05671-1901	Settlement Capital Corporation 14755 Preston Rd., Ste 610 Dallas, TX 75254

and upon the following individuals by depositing copies of the same in the United States Mail, Certified Mail, Return Receipt Requested:

Metlife Tower Resources Group, Inc. Structured Settlement Department PO Box 14710 Lexington, KY 40512-4710
Metropolitan Life Insurance Company Structured Settlement Department 2025 Leestown Road, Suite J Lexington, KY 40511

DATED at the City of Rutland, County of Rutland and State of Vermont this 19th day of October, 2015.

RYAN SMITH & CARBINE, LTD

By: /s/ Thomas S. Valente

Thomas S. Valente, Esq. (ERN: 3357)

Ryan Smith & Carbine, Ltd.

PO Box 310

98 Merchants Row

Rutland, VT 05702-0310

802-786-1017

E-mail: tsv@rsclaw.com

Attorneys for Petitioner

#615937

STATE OF VERMONT

SUPERIOR COURT
Rutland Unit

CIVIL DIVISION
Docket No. 440-8-15 Rdcv

In re: James Bruno, Transferor/Payee)
)
_____)

AFFIDAVIT OF SERVICE

NOW COMES Thomas S. Valente, Esq., being duly sworn, deposes and pursuant to 8 VSA 3383 and related statutes says:

1. I am the attorney for the Petitioner in the within matter;
2. These statements are true based on my personal knowledge;
3. I served:

**Metlife Tower Resources Group, Inc.
Structured Settlement Department
PO Box 14710
Lexington, KY 40512-4710**

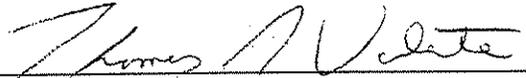
**Metropolitan Life Insurance Company
Structured Settlement Department
2025 Leestown Road, Suite J
Lexington, KY 40511**

by causing a copy of the Petition for Approval of the Transfer of Structured Settlement Payment Rights, Motion to File Certain Materials Under Seal and exhibits thereto, Entry Regarding Motion granting the Motion to File Certain Materials Under Seal, Notice of Hearing Date and Deadline scheduling a hearing on the application for Approval of the Transfer of Structured Settlement Payment Rights for November 24, 2015 at 10 a.m., to be served on October 14, 2015 upon the Vermont Secretary of State pursuant to 8 VSA 3383 and related statutes together with the required fee. See Returns of Service, attached as Exhibit A, and Notices of Acceptance of Service, attached as Exhibit B.

4. Copies of the Notices of Acceptance of Service, along with the Petition for Approval of the Transfer of Structured Settlement Payment Rights, Motion to File Certain Materials Under Seal and exhibits thereto, Entry Regarding Motion granting the

Motion to File Certain Materials Under Seal, Notice of Hearing Date and Deadline scheduling a hearing on the application for Approval of the Transfer of Structured Settlement Payment Rights for November 24, 2015 at 10 a.m., Returns of Service on the Vermont Secretary of State, and the attached Certificate of Service were sent to the annuity issuer and insurance obligor by certified mail return receipt requested on October 19, 2015.

Dated at Rutland, Vermont this 19th day of October 2015.



Thomas S. Valente, Esq. (ERN: 3357)
Ryan Smith & Carbine, Ltd.
PO Box 310
98 Merchants Row
Rutland, VT 05702-0310
802-786-1017
E-mail: tsv@rsclaw.com
Attorneys for Petitioner

STATE OF VERMONT
COUNTY OF RUTLAND, SS.

Sworn to and subscribed before me this 19th day of October 2015.



Notary Public
My Commission Expires: 2/10/2019

EXHIBIT A

WASHINGTON COUNTY SHERIFF'S DEPARTMENT
P.O. BOX 678, 10 ELM STREET
MONTPELIER, VERMONT 05601
802-223-3001 - FAX: 802-8283611

RETURN OF SERVICE

DOCKET NUMBER: 440-8-15 Rdc

J. Bruno v. Metzger Lower Resource Group Inc

STATE OF VERMONT
WASHINGTON COUNTY, SS.

ON THE 14 DAY OF October 2015, at 1028 hrs, I MADE
SERVICE

OF THE Petition for Approval, motion to file Entry Materials
Entry Regarding motion, notice of hearing & decision
UPON THE DEFENDANT Metzger Lower Resource Group Inc

BY LEAVING TWO (2) COPY OF THE ABOVE WITH THE VERMONT SECRETARY OF STATE
AT HIS/HER OFFICE IN MONTPELIER AND PAYING THE LEGAL FEE OF TWENTY FIVE
DOLLARS (\$25.00).

SECRETARY OF STATE FEE.....	\$	_____
SERVICE.....	\$	<u>50.00</u>
TRAVEL MILES@ .575	\$	_____
POSTAGE.....	\$	_____
COPIES @.50 EACH	\$	_____
TOTAL.....	\$	<u>50.00</u>

Tom Rowell
SHERIFF / DEPUTY
WASHINGTON COUNTY SHERIFF'S
DEPARTMENT

WASHINGTON COUNTY SHERIFF'S DEPARTMENT
P.O. BOX 678, 10 ELM STREET
MONTPELIER, VERMONT 05601
802-223-3001 - FAX: 802-8283611

RETURN OF SERVICE

DOCKET NUMBER: 440-8-15 Rded

Bruno v. Metropolitan Life Ins Co

STATE OF VERMONT
WASHINGTON COUNTY, SS.

ON THE 14 DAY OF October 2015, at 10:38 hrs, I MADE
SERVICE

OF THE Petition for approval of transfer, motion
notice of hearing & deadline

UPON THE DEFENDANT Metropolitan Life Insurance Co.

BY LEAVING TWO (2) COPY OF THE ABOVE WITH THE VERMONT SECRETARY OF STATE
AT HIS/HER OFFICE IN MONTPELIER AND PAYING THE LEGAL FEE OF TWENTY FIVE
DOLLARS (\$25.00).

SECRETARY OF STATE FEE.....	\$	_____
SERVICE.....	\$	<u>50.00</u>
TRAVEL <u>2</u> MILES@ .575	\$	<u>1.15</u>
POSTAGE.....	\$	<u>.48</u>
COPIES @.50 EACH	\$	_____
TOTAL.....	\$	<u>51.63</u>

Tom Rowell
SHERIFF / DEPUTY
WASHINGTON COUNTY SHERIFF'S
DEPARTMENT

EXHIBIT B



State of Vermont

Office of the Secretary of State

128 State Street, Montpelier, VT 05633-1104

802-828-2386

Date: October 14, 2015

PLAINTIFF: JAMES BRUNO, TRANSFEROR/PAYEE

DEFENDANT: METROPOLITAN LIFE INSURANCE COMPANY

TO: METROPOLITAN LIFE INSURANCE COMPANY
STRUCTURED SETTLEMENT DEPARTMENT
2025 LEESTOWN ROAD, SUITE J
LEXINGTON, KY 40511

The Secretary of State, acting as process agent, accepts service of process as required by law for the above named company and is forwarding this legal notice, via certified mail return receipt requested, including any discovery requests and amended certificates of discovery, pursuant to the following Vermont Statutes - dependent upon your corporate status:

Business Corporations:	T.11A & B, § 5.04
Nonprofit Corporations:	T.11B, § 5.04
Limited Liability Companies:	T.11, § 3011
Unregistered Foreign Corporations:	T.12, § 856

Vermont law provides for service of process in this manner under the corresponding statute named above and you must respond accordingly. The Vermont Secretary of State is a mere messenger in this process and does not review the served documents. Please contact the serving party or attorney of record if you have any questions or concerns.

Registered Mail T.1, § 134a: "Registered Mail", as the words appear in Vermont Statutes Annotated, the Vermont Rules of Civil Procedure and The Vermont Rules of Criminal Procedure, when used solely for the purpose of securing evidence of delivery, shall include any method of mail delivery requiring the signature of the addressee or his agent.

VERMONT SECRETARY OF STATE

CC: RYAN SMITH & CARBINE, LTD.
98 MERCHANTS ROW, PO BOX 310
RUTLAND, VT 05702-0310

CERTIFIED MAIL RECEIPT #: 7015 1520 0000 6609 0431



State of Vermont

Office of the Secretary of State

128 State Street, Montpelier, VT 05633-1104

802-828-2386

Date: October 14, 2015

PLAINTIFF: JAMES BRUNO, TRANSFEROR/PAYEE

DEFENDANT: METLIFE TOWER RESOURCES GROUP, INC.

TO: METLIFE TOWER RESOURCES GROUP, INC.
STRUCTURED SETTLEMENT DEPARTMENT
PO BOX 14710
LEXINGTON, KY 40512-4710

The Secretary of State, acting as process agent, accepts service of process as required by law for the above named company and is forwarding this legal notice, via certified mail return receipt requested, including any discovery requests and amended certificates of discovery, pursuant to the following Vermont Statutes - dependent upon your corporate status:

Business Corporations:	T.11A & B, § 5.04
Nonprofit Corporations:	T.11B, § 5.04
Limited Liability Companies:	T.11, § 3011
Unregistered Foreign Corporations:	T.12, § 856

Vermont law provides for service of process in this manner under the corresponding statute named above and you must respond accordingly. The Vermont Secretary of State is a mere messenger in this process and does not review the served documents. Please contact the serving party or attorney of record if you have any questions or concerns.

Registered Mail T.1, § 134a: "Registered Mail", as the words appear in Vermont Statutes Annotated, the Vermont Rules of Civil Procedure and The Vermont Rules of Criminal Procedure, when used solely for the purpose of securing evidence of delivery, shall include any method of mail delivery requiring the signature of the addressee or his agent.

VERMONT SECRETARY OF STATE

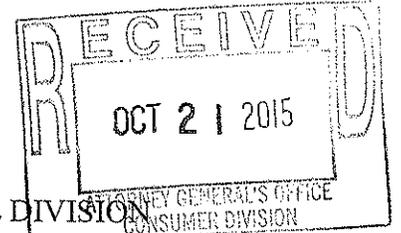
CC: RYAN SMITH & CARBINE, LTD.
98 MERCHANTS ROW, PO BOX 310
RUTLAND, VT 05702-0310

CERTIFIED MAIL RECEIPT #: 7015 1520 0000 6609 0424

STATE OF VERMONT

SUPERIOR COURT
Rutland Unit

CIVIL DIVISION
Docket No. 440-8-15 Rdcv



In re: James Bruno, Transferor/Payee)
)
)

CERTIFICATE OF SERVICE

I, Thomas S. Valente, Esq., hereby certify that on the 19th day of October, 2015, I served copies of the *CERTIFICATE OF FILING* dated October 19, 2015 upon the following individuals by depositing copies of same in the United States Mail, postage prepaid to the addresses indicated below:

James A. Bruno 942 Staso Road Castleton, VT 05735	Metlife Tower Resources Group, Inc. Structured Settlement Department PO Box 14710 Lexington, KY 40512-4710
Metropolitan Life Insurance Company Structured Settlement Department 2025 Leestown Road, Suite J Lexington, KY 40511	Vermont Department of Taxes PO Box 429 133 State Street Montpelier, VT 05633-1401
Kathleen Bruno 942 Staso Road Castleton, VT 05735	Vermont Attorney General's Office 109 State Street Montpelier, VT 05609-1001
Vermont Office of Child Support 103 South Main Street Waterbury, VT 05671-1901	Settlement Capital Corporation 14755 Preston Rd., Ste 610 Dallas, TX 75254

DATED at the City of Rutland, County of Rutland and State of Vermont this 19th day of October, 2015.

RYAN SMITH & CARBINE, LTD

By: /s/ Thomas S. Valente
Thomas S. Valente, Esq. (ERN: 3357)
Ryan Smith & Carbine, Ltd.
PO Box 310
98 Merchants Row
Rutland, VT 05702-0310
802-786-1017
E-mail: tsv@rsclaw.com
Attorneys for Petitioner

STATE OF VERMONT

SUPERIOR COURT
Rutland Unit

CIVIL DIVISION
Docket No. 440-8-15 Rdcv

In re: James Bruno, Transferor/Payee)
)
)
_____)

CERTIFICATE OF FILING

I, Thomas S. Valente, Esq., attorney for the Petitioner, Settlement Capital Corporation, respectfully submit the attached *Return Receipts* evidencing service of the Notice of Hearing Date and Deadline scheduling a hearing on the application for Approval of the Transfer of Structured Settlement Payment Rights for November 24, 2015 at 10 a.m., upon the following:

Vermont Attorney General's Office
109 State Street
Montpelier, VT 05609-1001

Vermont Office of Child Support
103 South Main Street
Waterbury, VT 05671-1901

Vermont Department of Taxes
PO Box 429
133 State Street
Montpelier, VT 05633-1401

Service was accomplished by placing copies of the Notice of Hearing Date and Deadline in an envelope and depositing said envelope in the United States Mail on October 7, 2015, in the following manner: Certified Mail.

DATED at the City of Rutland, County of Rutland and State of Vermont this 19th day of October, 2015.

RYAN SMITH & CARBINE, LTD

By: /s/ Thomas S. Valente

Thomas S. Valente, Esq. (ERN: 3357)

Ryan Smith & Carbine, Ltd.

PO Box 310

98 Merchants Row

Rutland, VT 05702-0310

802-786-1017

E-mail: tsv@rsclaw.com

Attorneys for Petitioner

9517-001

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Vermont Attorney
 General's Office
 109 state street
 Montpelier, VT 05609-1001

COMPLETE THIS SECTION ON DELIVERY

A. Signature  Agent
 Addressee
 B. Received by (Printed Name) **KARL J. SCHRAUT**
 C. Date of Delivery **OCT 08 2010**

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) **7013 2250 0001 5107 5391**

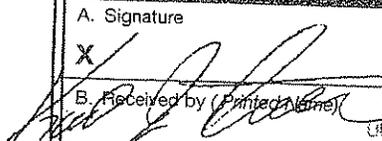
9517-001

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Vermont Office of
 Child Services
 103 South Main Street
 Waterbury, VT 05671-1901

COMPLETE THIS SECTION ON DELIVERY

A. Signature  Agent
 Addressee
 B. Received by (Printed Name) **KARL J. SCHRAUT**
 C. Date of Delivery **OCT 08 2010**

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) **7013 2250 0001 5107 5414**

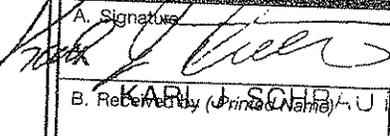
9517-001

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Vermont Department
 of Taxes
 PO Box 429
 133 state street
 Montpelier, VT 05633-1401

COMPLETE THIS SECTION ON DELIVERY

A. Signature  Agent
 Addressee
 B. Received by (Printed Name) **KARL J. SCHRAUT**
 C. Date of Delivery **OCT 08 2010**

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) **7013 2250 0001 5107 5407**

STATE OF VERMONT
VERMONT SUPERIOR COURT

Rutland Unit
Civil Division

DRB CAPITAL, LLC,)	
Plaintiff/ Petitioner	)	Rutland Unit, Civil Division
v.	)	Docket No.:
)	
TRANSAMERICA ANNUITY SERVICE)	
CORPORATION, TRANSAMERICA LIFE)	
INSURANCE COMPANY and)	
RICHARD J. SMULCZEWSKI	)	<i>In re Matter of Richard</i>
	)	<i>Smulczewski</i>
Defendants/ Respondents)	

APPLICATION FOR FINAL APPROVAL FOR TRANSFER OF CERTAIN STRUCTURED
SETTLEMENT AGREEMENT RIGHTS

NOW COMES Plaintiff petitioner DRB Capital, LLC, LLC, by and through its attorneys, Collins, McMahon & Harris, PLLC, and hereby requests an affirmative declaration and approval order by this court as follows:

INTRODUCTION

1 . This is an application for an approval order for the approval of a transfer of certain structured settlement payment rights, currently due to be paid to one of the Respondents, under a structured settlement agreement. This application and action is filed pursuant to Title 9, sections 2480aa to 2480gg of the Vermont Statutes Annotated (the "Vermont Structured Settlement Transfer Act"). The filing of this application in this court is authorized by 9 V.S.A. section 2480ff(a). NOTE: Any social security numbers that may have appeared on the original documents for any of the application exhibits to this Application, have been redacted.

COLLINS,
McMAHON, &
HARRIS, P.L.L.C.

Attorneys

P.O. Box 1623

Burlington, VT

05402-1623

(802) 862-3524

PARTIES AND JURISDICTION

2. Petitioner, DRB Capital, LLC, (“ DRB Capital ”), is a foreign limited liability company with its principal business address at 1625 South Congress Avenue, Suite 200, Delray Beach, Florida 33445

2. At all relevant times, Respondent, Richard J. Smulczewski (“Mr. Smulczewski”) was and is a Vermont resident and who resided and resides in Rutland County, Vermont.

3. Respondent, TRANSAMERICA ANNUITY SERVICE CORPORATION (“TRANSAMERICA ANNUITY”) is, upon information and belief, an insurance company whose principal address is: 4333 Edgewood Road, NE; Cedar Rapids, IA 52499 and is a foreign corporation which transacts business in the State of Vermont, but is not registered in Vermont as a property and casualty insurance company, and has no Vermont registered agent.

4. Respondent TRANSAMERICA LIFE INSURANCE COMPANY (“TRANSAMERICA LIFE”) is, an insurance company, formerly known as “Monumental Life Insurance Company” and “Commonwealth Life Insurance Company”, whose principal address is 4333 Edgewood Road, NE; Cedar Rapids, IA 52499 and is an Iowan corporation which transacts business in the State of Vermont and is licensed in the State of Vermont as a life and health insurer, but maintains no Vermont registered agent.

GENERAL ALLEGATIONS

5. Richard J. Smulczewski was involved in a prior personal injury matter which was resolved by the execution of a settlement agreement and release (“the Settlement Agreement”) providing for the payment of certain periodic settlement payments.

COLLINS,
McMAHON, &
HARRIS, P.L.L.C.

Attorneys

P.O. Box 1623

Burlington, VT

05402-1623

(802) 862-3524

6. The Settlement Agreement provided for certain payments including certain periodic future payments as follows: one lump sum payment of \$25,000.00 due and payable on or about January 6, 2017; and one lump sum payment of \$17,500.00 due and payable on or about January 6, 2020; and one lump sum payment of \$12,500.00 due and payable on or about January 6, 2023; and one lump sum payment of \$70,000.00 due and payable on or about January 6, 2026 . (These are referred to as the “Periodic Payments” below).

7. The Periodic Payments are due to Richard J. Smulczewski from TRANSAMERICA ANNUITY pursuant to the Settlement Agreement. The Periodic Payments are being funded by an annuity issued by TRANSAMERICA LIFE (then d/b/a Monumental Life Ins. Co.).

8. This petition application is one for statutory and declaratory relief for court approval to allow Mr. Smulczewski to transfer rights in the Periodic Payments. Specifically the rights to be transferred are: one lump sum payment of \$25,000.00 due and payable on or about January 6, 2017; and one lump sum payment of \$17,500.00 due and payable on or about January 6, 2020; and one lump sum payment of \$12,500.00 due and payable on or about January 6, 2023; and one lump sum payment of \$70,000.00 due and payable on or about January 6, 2026 These described payments, proposed to be transferred, are collectively referred to as the “Assigned Payments” below.

9. By an Absolute Sale and Assignment Agreement executed by both parties as of September 8, 2015 (the “ Sale and Assignment Agreement”), Mr. Smulczewski agreed to sell the Assigned Payments to DRB Capital. A copy of the Sale and Assignment Agreement is attached hereto as **Exhibit A**.

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10. The Sale and Assignment Price to be paid by Mr. Smulczewski in the Sale and Assignment Agreement is \$ 51,045.73. At the approval hearing, Petitioner expects to show that Mr. Smulczewski, has good grounds to meet the best interests test to obtain approval for the requested transfer.

C. REQUEST FOR APPROVAL OF TRANSFER

11. Petitioner re-alleges and incorporates paragraphs 1 through 10 above as set forth in full herein.

12. Title 26 U.S.C. §5891 (the "Federal Act") pertains to "structured settlement factoring transactions", or the transfer of structured settlement payments rights, such as the transaction referenced in this Petition. The Federal Act requires a court order approving DRB Capital's acquisition of Mr. Smulczewski's rights to the Assigned Payments in order to avoid a 40 percent excise tax. 26 U.S.C. § 5891 (b) (1). The Federal Act further provides that where a state statute governing structured settlement factoring transactions exists, as in the case in Vermont, a court order may still be issued by the court of the state of domicile of the payee. 26 U.S.C. § 5891 (b)(3)(A).

13. The payee, Mr. Smulczewski, is domiciled in Vermont. Hence the Vermont Structured Settlement Transfer Act, applies under the Federal Act. The Vermont Structured Settlement Transfer Act also applies as matter of state law.

15. Accordingly, Petitioner DRB Capital seeks a structured settlement transfer approval order to have the transfer of the Assigned Payments from Mr. Smulczewski to DRB Capital completed in compliance with applicable state and federal guidelines.

16. Section 2480cc of the Vermont Structured Settlement Transfer Act requires the transferee requesting approval of the transfer (Petitioner Capital in this matter), to provide the

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payee a disclosure form ten days prior to the signing of the transfer agreement (the Sale and Assignment Agreement).

17. Petitioner, in accordance with the Vermont Structured Settlement Transfer Act timely provided the required disclosures to Mr. Smulczewski the prior receipt of which disclosures he has acknowledged in writing. A copy of the Disclosure, and Mr. Smulczewski's signature acknowledging receipt of such disclosure is attached hereto as **Exhibit B**. The Disclosure meets all requirements set forth in the applicable Vermont statute.

19. Section 2480ff(b) requires the Petitioner seeking permission for the transfer to serve copies of certain documents and information upon interested parties, along with a notice of the proposed transfer and application for its authorization. This transfer application petition pleading serves as such an "application", and the other documents and information required to be served on the interested parties are included in this application, or made attachments to this application, as follows:

(1) a copy of any court order approving the settlement - NONE

(2) a written description of the underlying basis for the settlement – the underlying Settlement Agreement occurred in the settlement of a prior personal injury action involving Mr. Smulczewski, in which matter he was represented by counsel.

(3) a copy of the transferee's application – This pleading serves as such application

(4) a copy of the transfer agreement; - Attached as **Exhibit A**, with its exhibits and schedules

(5) a copy of the disclosure statement required under section 2481n – See **Exhibit B** above;

(6) a listing of each of the payee's dependents, together with each dependent's age –

None

(7) a statement setting forth whether, to the best of the transferee's knowledge after making a reasonable inquiry to the payee, the structured settlement obligor, and the annuity issuer, there have been any previous transfers or applications for transfer of any structured

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settlement payment rights of the payee and giving details of all such transfers or applications for transfer - To the best of Petitioner's knowledge there are none for the Periodic Payments which are the subject of the Assigned Payments.

Mr. Smulczewski has represented to Petitioner that there have been no other such prior transfers. Further inquiry of the Respondents is included in the Notice described below.

20. DRB Capital is, concurrently with the service of this Application with exhibits, providing notice to the interested parties, including Respondents TRANSAMERICA ANNUITY and TRANSAMERICA LIFE of the transfer of the Assigned Payments from Mr. Smulczewski to DRB Capital, with such service to include a completed Notice in the form attached as **Exhibit C**. A separate copy of such Notice shall be served on the interested parties, with proof of service to be provided to the court.

21. Section 2480ff(b)(8) of the Vermont Structured Settlement Transfer Act requires the Petitioner seeking permission for the transfer, to make certain inquiries of the payee (Mr. Smulczewski), to obtain the annuity contract, any qualified assignment, and the underlying structured settlement agreement, and if such documents are so available, to file them with the court and to include them in the service on interested parties. DRB Capital has not received copies of such items after request to the payee, but if those documents are received, they will be filed with the court in a supplemental filing, along with a motion to place them under seal, as the Act provides.

22. Section 2480ff(b)(9) of the Vermont Structured Settlement Transfer Act requires the Petitioner seeking permission for the transfer, to provide certain certification from an independent professional advisor, or make written request that the court determine that such advice is unnecessary. Mr. Smulczewski has been advised of his right to seek such advice, and that he should do so, but he has declined, stating that he understands the Sale and Assignment

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Agreement and does not want such advice. Mr. Smulczewski has executed a written declination whereby he has acknowledged his knowing declination to seek independent professional advice- See **Exhibit D**. Petitioner therefore, as part of this application asks the court, pursuant to Section 2480ff(b)(9) of the Vermont Structured Settlement Transfer Act, to determine that for Mr. Smulczewski such independent professional advice is unnecessary.

23. Section 2480ff(b)(10) of the Vermont Structured Settlement Transfer Act requires the Petitioner seeking permission for the transfer, to provide notice of the time and place of the transfer application approval hearing, and the time by which any written responses to the application must be filed. Such applicable notice shall be separately served with a copy of this application, on interested parties, and proof of such service provided to the court.

24. Section 2480ff(b)(11) of the Vermont Structured Settlement Transfer Act requires the Petitioner seeking permission for the transfer, to provide a copy of the application, by electronic filing means, upon four state offices and departments, with the payee's social security number to be provided to three such agencies or departments. A proof of service of such electronic filings shall be filed with the court in the near future.

25. The transfer of payments to DRB Capital complies with all requirements of the Vermont Structured Settlement Transfer Act and the Federal Act and will not contravene other applicable law.

22. Petitioner is entitled to declaratory relief pursuant to 12 V.S.A. § 4711 et seq., as well as 9 V.S.A. sections 2480dd and 2480ff, for court approval of the transfer of the payments pursuant to the Assignment Agreement in compliance with the Vermont Structured Settlement Transfer and Federal Act.

WHEREFORE, Petitioner respectfully requests the Court adjudge and declare:

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1. That on the documents before it pursuant to Vermont law, the Federal Act, all statutory requirements have been met and the transfer of the structured settlement payment rights (i.e., the Assigned Payments) is in the best interests of Richard Smulczewski, and is fair and reasonable to all interested parties under the circumstances.

2. That Respondent Richard Smulczewski may lawfully assign to DRB Capital or its successors and assigns, the Assigned Payments.

3. That Respondents TRANSAMERICA ANNUITY and TRANSAMERICA LIFE are hereby directed to remit the Assigned Payments as follows:

DRB Capital, LLC
1625 South Congress Avenue, Suite 200
Delray Beach, Florida 33445

or such other address as may be supplied to the court as part of a proposed order.

4. That Richard Smulczewski no longer has the power or authority to request changes or modifications to the payment address or beneficiary designation relating to the Assigned Payments, and no other person or entity other than DRB Capital, or its successors or assigns, shall have the power or authority to change the address for the payment of the Assigned Payments. Respondents TRANSAMERICA ANNUITY and TRANSAMERICA LIFE shall not change the payment address for the Assigned Payments unless they have received written notice from DRB Capital or its successors and assigns.

5. That the approval order and declaratory relief in no way negates the ownership or control of any underlying assets utilized by Respondents TRANSAMERICA ANNUITY and TRANSAMERICA LIFE to fund their obligations, and the Court makes no finding regarding the enforceability of any assignment or non-assignment provision(s) relating to or contained in any settlement agreement other than the DRB Capital before this Court; and

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6. That the Court award such other relief as it deems proper.

Dated this 10th day of September, 2015

DRB CAPITAL , LLC

By:



Michael J. Harris, Esq.
Collins, McMahon & Harris, PLLC
308 Main St, P.O. Box 1623
Burlington, VT 05402-1623
(802)-862-3524
Counsel for Petitioner/ Plaintiff

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Absolute Sale and Security Agreement
(The "Agreement")

I, R. Smulczewski ("I" or "Me"), am entitled to certain periodic payments (the "Periodic Payments"), which I am receiving as a result of the settlement of a personal injury claim (the "Settlement"). The terms of the Settlement are stated in an agreement (the "Settlement Agreement"). The Periodic Payments are due to Me from **Transamerica Annuity Service Corporation** (the "Settlement Obligor"). The Settlement Agreement provides for the Periodic Payments to be paid to Me through an annuity (the "Annuity") issued by **Transamerica Life Insurance Company** (the "Annuity Issuer").

In consideration of the mutual promises contained here, I agree as follows:

A. Transfer Provision. I agree to sell and transfer to DRB Capital, LLC ("The Purchaser") all of my rights to and interest in the following payments, which I am due to receive under the Settlement Agreement: **1 lump sum payment of \$25,000.00 due and payable on or about January 6, 2017; AND 1 lump sum payment of \$17,500.00 due and payable on or about January 6, 2020; AND 1 lump sum payment of \$12,500.00 due and payable on or about January 6, 2023; AND 1 lump sum payment of \$70,000.00 due and payable on or about January 6, 2026** ("the Settlement Payments"). In exchange for selling and transferring to the Purchaser my rights to receive these payments, the Purchaser shall pay Me the sum of: **\$51,045.73** (the "Purchase Price").

B. Other Obligations and Promises. I hereby make and agree to the following representations, warranties and promises, which are unconditionally binding from the moment I sign this Agreement:

1. No one other than Me has any interest or claim of any kind or nature in, to or under the Settlement Payments.
2. I am not indebted to anyone that would in any way affect either the sale and transfer of the Settlement Payments referenced above or the Purchaser's absolute rights to receive the Settlement Payments.
3. I agree to conduct my affairs from the moment I sign this Agreement so as to ensure that, if the transfer of the Settlement Payments is approved by a court, the Purchaser will receive the Settlement Payments described in Section A above. This means, among other things, that I agree not to accept offers from third parties to purchase the rights to and/or interest in any portion or all of the Settlement Payments after I execute this Agreement and/or while a petition for the approval of the transfers of the Settlement Payments to the Purchaser is pending before a court.
4. I agree to cooperate with the Purchaser and provide any additional documentation and information as the Purchaser may reasonably require from Me regarding the Settlement Payments and the transaction contemplated herein.
5. I acknowledge that documents underlying a settlement or annuity may contain language -- and based upon information and belief, do contain such language-- prohibiting my right or

power to accelerate, defer, increase, decrease or assign my structured settlement payments. Should the pertinent documents relating to the Settlement or the Annuity contain a provision with this or similar language, I knowingly waive any such provision and claims I may have relating to such provision. I agree and promise that I will never claim that the rights to and interest in the Settlement Payments are not transferable, or that the language mentioned before renders void this Agreement or any petition filed for court approval of the transfer of the rights to the Settlement Payments.

6. My state of residence and domicile on the date of the Agreement is Vermont ("My State"). I have provided complete and correct information to the Purchaser concerning my residency status and have not falsified any of that information nor relocated for the purpose of entering into this Agreement.

C. Default Provision. I understand and agree that I will be in default if I am in breach of any of my obligations, covenants, representations and warranties under this Agreement, including without limitation, in the any of the following situations:

1. Any of the representations stated in Section B at any time turn out to be untrue.
2. I fail to perform the promises I made under Section B, even if a court order approving the transfer of Settlement Payments has not yet been obtained.
3. Either the Settlement Obligor or the Annuity Issuer refuses or fails to make any one or more of the Settlement Payments as a result of any act by Me, my estate, my representatives, or any of my heirs.
4. I fail to promptly forward to the Purchaser any Settlement Payments I receive from the Settlement Obligor or the Annuity Issuer, after the sale and transfer to the Purchaser has been completed.

I understand that the Purchaser may seek any and all available remedies against Me, including specific performance, in the event of a default by Me.

D. The Purchaser's Obligation to Pay Me. The Purchaser's obligation to pay Me the Purchase Price depends upon the following conditions being satisfied unless waived by the Purchaser, as permitted by law:

1. The Purchaser shall be satisfied, in the Purchaser's sole reasonable judgment, that there are no claims or interests of any kind or nature that do or could affect rights to or interest in the Settlement Payments and/or prevent or interfere with the Purchaser's receipt of the Settlement Payments on the dates and in the amounts described above Section A, exactly in such amounts and at the times stated in Section A.
2. The Purchaser has received a final non-appealable court order and/or a signed acknowledgment from Settlement Obligor and Annuity Issuer satisfactory to the Purchaser in its sole discretion (collectively referred to as the "Order"), which the Purchaser, in its sole judgment, considers sufficient to recognize, authorize, and provide for the transfer by sale of the Settlement Payments (which may continue to be made out to my name) to the Purchaser

and to insure that the Periodic Payments due on or after the day of the Order will be forwarded directly to the Purchaser.

3. The Purchaser has received all documents that it deems necessary to effect the transfer and has determined, in its sole reasonable judgment, that this transaction meets its underwriting requirements.

E. Security Interest. The Purchaser and I intend that the transaction under this Agreement shall constitute a "sale" under applicable law, which sale is absolute and irrevocable and provides the Purchaser with all indicia and rights of ownership of the Settlement Payments. Neither the Purchaser nor I intends the transactions contemplated here to be, or for any purpose to be characterized as, loans from the Purchaser to Me secured by the Settlement Payments. If, notwithstanding the intention of the parties as expressed here, any sale by Me to the Purchaser of the Settlement Payments is characterized as a secured loan and not a valid sale or absolute transfer or such sale or transfer shall for any reason be ineffective or unenforceable, then this Agreement shall be deemed to constitute a security agreement creating a security interest, under the Uniform Commercial Code ("UCC") and other applicable law, in the rights to and interest in payments due to Me under the Settlement Agreement which I am selling to the Purchaser under this Agreement. This security interest secures payment of the rights sold by Me to the Purchaser and the performance of my obligations with respect to the transfer. I authorize the Purchaser to direct any account debtor or obligor on an instrument, including without limitation, Settlement Obligor or Annuity Issuer, to make periodic payments directly to the Purchaser and as contemplated by the UCC. The Purchaser is authorized to file a UCC-1 Financing Statement to perfect the Purchaser's rights and the security interest intended to be created under this Agreement.

F. Payments Received by Party Other Than the Party Intended to Receive the Payments.

1. If prior to obtaining the Order or completing the transfer provided for in this Agreement, I receive any of the Settlement Payments or any portion thereof, I understand and agree an equal amount shall be deducted from the Purchase Price, and the Purchase Price shall be reduced in the same amount as these payments, and that the terms of this Agreement regarding the payments to be assigned, shall be treated as amended to reflect for the adjusted amount.
2. In the event the Purchaser receives or otherwise comes into possession of any of the Periodic Payments or a portion thereof which are not included in the payments being absolutely sold to the Purchaser pursuant to this Agreement, the Purchaser agrees to forward such amount(s) to Me within seven (7) days of receipt of such amount(s).

G. Disclosure Statements. All disclosure statements I receive from the Purchaser in connection with this transaction as required by applicable law (the "Disclosure Statements") are a material part of this Agreement and shall be considered part of the terms of this Agreement and shall be read as if the contents of the Disclosure Statement were stated in full in the body of this Agreement.

H. Advanced Payment and Escrow. I know that it will take some time for the Settlement Obligor and the Annuity Issuer to receive and process the Order once it is granted. I would like to receive the Purchase Price or a portion thereof as soon as possible thereafter, and request the Purchaser to pay Me a portion of the Purchase Price as soon as possible after the Order is obtained. That notwithstanding, I understand and agree that the Purchaser may (but is not required to) to hold in escrow an amount it deems necessary or advisable from the Purchase Price (the "Escrow Amount") for a period of up to 120 days, until (1) all conditions precedent have been satisfied, including, without limitation, the receipt by the Purchaser of the Settlement Obligor and the Annuity Issuer's acknowledgment of the terms of the Order in writing and their agreement to honor and comply with same, and (2) the Purchaser has received the first of the Assigned Payments as contemplated hereunder. At such time, or earlier as the Purchaser may determine in its discretion, the Purchaser will send the Escrow Amount to Me minus any Settlement Payments that the Annuity Issuer and/or Settlement Obligor has sent to Me.

I. Power of Attorney. I hereby grant the Purchaser an irrevocable power of attorney with full powers of substitution to do all acts and things that I might do regarding the Settlement Payments being transferred under this Agreement, and any and all rights I have under the Settlement Agreement regarding such payments. I understand and intend that by doing so, I am giving the Purchaser all of the power and right I have under the Settlement Agreement to endorse checks, drafts or other instruments, to alter, edit and change payment instructions and/or beneficiary designations, and/or to perform any other act in my name that in the Purchaser's sole discretion as my Attorney-in-Fact is necessary or expedient for the Purchaser to obtain all of the benefits of the bargain contemplated by this transaction. This includes the power and right to communicate directly with the Settlement Obligor and the Annuity Issuer in connection with the Settlement Payments. This power of attorney is coupled with an interest and shall survive my death or disability.

J. Agreement to Arbitrate.

- 1. Agreement.** The parties agree that any and all controversies, claims, disputes, rights, interests, suits or causes of action (other than the petitions required by law to be filed in court for the approval of transfers) arising out of or relating to this Agreement, to the negotiations thereto related or to the breach thereof, or to the formation, validity and/or enforceability of this agreement to arbitrate or the Agreement (each, a "Claim"), as well as the question of arbitrability of any such Claim, *shall* be settled by binding arbitration.
- 2. Initiation of Arbitration.** Either party may initiate an arbitration by serving the other party to this Agreement with a written demand for arbitration. The arbitration of a Claim must be initiated within a reasonable time after the Claim has accrued. In no event shall a Claim (or a Claim raised in a counter-demand) be entertained by the arbitrator if the demand for arbitration or counter-demand, as the case may be, is filed after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitations. If a party raises untimeliness of the filing of the demand or counter-demand as a defense, the arbitrator must resolve that question prior to holding the hearing on the merits of the corresponding Claim. If either party refuses to arbitrate and the other party is required to seek court intervention to compel arbitration, the party refusing to arbitrate shall be responsible for paying the fees and expenses (including attorneys' fees) incurred in seeking an order to compel arbitration.

3. **Administration.** The arbitration shall not be administered by an arbitration organization but shall instead be privately administered by the arbitrator appointed pursuant hereto. Notwithstanding the preceding sentence, the Commercial Rules of the American Arbitration Association (the "AAA Rules") shall govern the arbitration and the arbitrator must follow the AAA Rules, except those regarding the administration of the arbitration process by the American Arbitration Association (the "AAA") and those as to which this Section J otherwise provides. In the case of inconsistencies between the terms of this Section J and the AAA Rules, the terms of Section J shall govern.
4. **The Arbitrator.** The arbitration shall be held before a single arbitrator from the roster of neutrals of the AAA, to be selected and appointed through the "AAA Arbitrator Select, List and Appointment" program (the "Program"). The party initiating the arbitration must submit a request with the Program no later than 10 calendar days after the initiation of the arbitration. If an appointed arbitrator resigns or needs to be replaced for any reason, the replacement shall be selected through the Program. Each party is responsible to pay the arbitrator directly for 50% of the arbitrator fees as these become due.
5. **Arbitration Process.** The arbitration will be held in the largest city of My State. Discovery, specifically including interrogatories, production of documents and depositions, shall be allowed at the discretion of the arbitrator. Any discovery shall be conducted in accordance with, and governed by, the Federal Rules of Civil Procedure.
6. **Waivers.** No arbitration of a Claim shall include (by consolidation, joinder or in any other method) a person or entity who is not a party to this Agreement, except by written consent containing a reference to this Agreement and the specific Claim to be arbitrated and the signature of both parties hereto and the person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any Claim not described in the written consent or with a person or entity not named therein or who has not signed the consent. There shall be no right or authority for any Claim to be arbitrated on a class action basis or on any basis involving Claims brought in a purported representative capacity on behalf of the general public or other persons or entities similarly situated. I UNDERSTAND THAT I WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS IN ANY PROCEEDING PERTAINING OR RELATING TO A CLAIM AND THAT SOME RIGHTS THAT I WOULD HAVE IF I WENT TO COURT MAY NOT BE AVAILABLE IN ARBITRATION.
7. **The Award.** The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any competent court with jurisdiction. Such award shall identify the substantially prevailing party and shall award to that substantially prevailing party fees and expenses, including attorneys' fees, expert fees, arbitrator fees and costs of arbitration.
8. **Inconsistencies with Transfer Statutes.** This Section J does not apply to the extent it is found to be inconsistent with applicable state law regarding the transfer of structured settlement payments. In such case, any disputes between the parties to this Agreement will

be governed in accordance with the laws of my domicile state and My State and the courts in My State will be the proper venue for any such disputes.

K. Authorizations. By signing this Agreement:

1. I expressly authorize the Purchaser to endorse on my behalf any checks or other negotiable instrument payable to Me with respect to the Settlement Payments, to the extent necessary for the consummation and enforcement of the transaction contemplated in this Agreement. This authorization shall survive my death or disability.
2. I expressly authorize the Purchaser to discharge any liens or adverse claims against Me or any of the Settlement Payments, whether or not such liens or adverse claims are disclosed, and the Purchaser is further authorized by Me, provided the Purchaser furnishes prior written notice to Me, to pay (or if the Purchase Price has been deposited into an escrow account, to instruct the escrow agent to pay) any amounts necessary to discharge such liens or other adverse claims. I understand and agree that any such payments are made on my behalf and shall reduce the Purchase Price. Adverse claims may include disclosed amounts to be deducted by the Purchaser from the Purchase Price to enable Me to obtain the release of any encumbrance on a portion of the Settlement Payments relating to a prior transfer transaction(s) that occurred before the enactment of the applicable statute regulating such transfers. I understand that the law currently in effect requires that such encumbrance be released in order to complete the transfer that is the subject of this Agreement.

L. Effective Date. This Agreement shall be effective on the date it is signed by Me provided, however, that if applicable law requires the Purchaser to provide a disclosure statement a certain number of days prior to the effectiveness of an agreement to transfer structured settlement payments, this Agreement shall then be deemed effective and entered into as of the date such period expires after I receive the Disclosure Statements from the Purchaser, and I will not be considered to have incurred any obligation with respect to this Agreement or the transfer contemplated hereby until after such period has expired.

M. Applicable Law. This Agreement shall be governed by and interpreted, construed and enforced in accordance with the laws of My State. Except as provided in the agreement to arbitrate, proper venue to bring any cause of action arising out of a breach of this Agreement lies in the courts of My State with competent jurisdiction and the parties agree and submit to the jurisdiction of such courts.

N. Miscellaneous.

1. **Assignment.** I understand and agree that I have no right or power to assign my rights or obligations under this Agreement. I further agree that the Purchaser may assign or transfer its rights and/or obligations, without my prior approval, provided that the assignee specifically agrees to be bound by the terms and conditions hereof. I hereby acknowledge that I was informed that this Agreement or the rights thereunder may be assigned to a third party who will rely upon the truth and accuracy of the representations and warranties that I have given to the Purchaser in this Agreement and otherwise in connection with this transaction. When requested by the Purchaser or any assignee, I will sign and deliver any

and all reasonably requested documents as the Purchaser or such assignee may require to confirm the various rights and obligations of the parties under this Agreement.

2. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the provision shall be construed to have the broadest interpretation that would make it valid and enforceable. Invalidity or unenforceability of one provision shall not affect any other provision of this Agreement.
3. **Notices.** All notices, demands, and other communications required or permitted under this Agreement must be made in writing, and delivered (with proof of delivery and receipt): (1) by hand, (2) via the U.S. Post Office, Certified Mail, Return Receipt Requested, or (3) by overnight delivery service.
4. **Other Terms and Conditions.** By signing this Agreement, you also agree to the Terms and Conditions enclosed in the package containing the phone that the Purchaser sent to you, if any, including its arbitration provision.
5. **Counterparts and Electronic Signature.** This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. The Agreement can be signed through the use of commercially available electronic software which results in confirmed signatures delivered electronically to each of the parties.

[Remainder of Page Intentionally Blank. Signatures on Following Page.]

In witness whereof I hereunto set my hand.

R. Smulczewski
R. Smulczewski

STATE OF VERMONT
COUNTY OR CITY OF RUTLAND

On the 3 day of SEPTEMBER, in the year 2015 before me, the undersigned, personally appeared R. Smulczewski personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Matthew Dennis
Notary

My Commission expires on: 02/10/2019

Accepted:

DRB Capital, LLC
1625 S. Congress Ave., Suite 200
Delray Beach, FL 33445

By: Antony Mitchell
Title: Antony Mitchell - CEO
Date: 9/8/2015



Vermont Disclosure Statement

Payee: R. Smulczewski

This Disclosure Statement is being provided by DRB Capital, LLC ("DRB Capital" or "Us") to R. Smulczewski ("Payee" or "You") in connection with Payee's agreement to transfer and sell to DRB Capital certain structured settlement payment rights due Payee.

1. Schedule of Payments Transferred. The Payee intends to transfer or sell to DRB Capital all of Payee's rights, title and interest in the following payments:

1 lump sum payment of \$25,000.00 due and payable on or about January 6, 2017;

AND

1 lump sum payment of \$17,500.00 due and payable on or about January 6, 2020;

AND

1 lump sum payment of \$12,500.00 due and payable on or about January 6, 2023;

AND

1 lump sum payment of \$70,000.00 due and payable on or about January 6, 2026

2. Aggregate Amount of Payments Transferred. The aggregate amount of payments to be sold and transferred to DRB Capital totals \$125,000.00.

3. Discounted Present Value. The discounted present value of the aggregate payments sold and transferred at 2.20% is \$106,687.18. The discounted present value is the calculation of current value of the sold and transferred structured settlement payments under federal standards for valuing annuities. **THE FEDERAL RATE IS NOT USED TO CALCULATE YOUR PURCHASE PRICE.**

4. Gross Amount Payable. In exchange for these payments, the Payee will receive the gross amount of \$51,045.73, at an effective annual discount rate of 15.00%, compounded monthly used to determine this figure.

5. Fees and Expenses. The Payee will be responsible for the following approximate commissions, charges, fees, expenses, and costs in connection with the closing of this transaction:

Legal Fees - \$0.00
Processing Fees - NONE

Insurance Company Administration Fee paid to Transamerica Life Insurance Company to be paid by DRB Capital, NOT payee: \$750.00

6. Net Amount Payable. The net amount payable to Payee after the deduction of all commissions, fees, costs, expenses and charges described in paragraph 5 of this disclosure is \$51,045.73.

7. Right to Cancel. The Payee shall have the right to cancel, without penalty or further obligation, at any time before the date on which a court enters a final order approving the Absolute Sale and Security Agreement.

8. Penalty in the Event of Breach of Contract. The amount of any penalty and the aggregate amount of any liquidated damages (inclusive of penalties), payable to DRB Capital, by the Payee in the event of the Payee's breach of the transfer agreement is: NONE.

9. Independent Professional Advice. The Payee has been advised to consult with Payee's own attorney, certified public accountant, actuary, or licensed financial planner concerning regarding the financial advisability of the transfer and the other financial options available to the Payee, if any.

10. Remarks on Discount Rates. A structured settlement transfer is not like a home mortgage or auto loan; in fact, these transactions are not loans, but sales, so You won't owe anyone any money. Comparing the discount rate for these transactions with those for a mortgage or auto loan is like comparing apples and oranges. Structured settlement transfer transactions are costly and require going to court, hiring an attorney and managing a lengthy complex process.

In addition, banks won't lend to people without substantial collateral and a strong credit score. Banks don't lend against structured settlement payments so comparing what a bank would hypothetically charge is meaningless.

And, structured settlement payments are only as good as the insurance company that has to make the payments. In 2008, AIG International, one of the largest insurance companies in the world came within a few days of becoming insolvent and going under – it was only a gigantic loan of some \$178 billion dollars from the US Treasury that saved the company. The same couldn't be said for Lehman Brothers, a multi-billion dollar global financial firm that filed for bankruptcy around the same time. Lehman Brothers could trace its roots back to the late 1800s but, in just a week, became insolvent and filed for bankruptcy. In a structured settlement transaction, that kind of risk is passed from You to purchasers like DRB.

Also consider that virtually all state structure settlement transfer statutes, require the use of the “applicable federal rate” for valuing annuities (Internal Revenue Code § 7520 rate) in disclosing the “present value” of the transferred payments. This IRS rate is truly arbitrary --with no bearing on the *true market value* of the payments being sold-- and is presently exceptionally low, due to extraordinary actions of the Federal Reserve. In fact, virtually no firm, regardless of credit quality, can borrow long term at the IRS rate and no one would use such a valuation in an actual transaction.

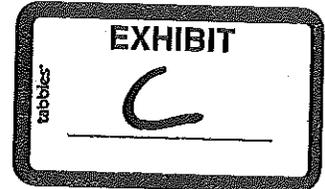
As with most things, the true market value of the payments is based on what a buyer is willing to pay. While there are other alternatives in the marketplace for those who need money, but lack the credit score and assets to qualify for a traditional loan, these come at a significant expense that far exceed the what DRB charges. These include “pay-day loans” (with effective rates ranging from 300%-1000% yearly), and “auto title loans” (some with effective rates ranging 100%-300% yearly). Even credit cards carry significant financing cost to consumers, who are routinely charged rates of over 22%, with penalty rates closer to 30%. An analysis of the credit card rates of the 36 biggest retailers in the nation show an average annual percentage rate of 23.23%, with some charging rates of up to approximately 29%.

By signing below, You certify having read and understanding everything set forth in this Disclosure Statement.



R. Smulczewski

STATE OF VERMONT
VERMONT SUPERIOR COURT



Rutland Unit
Civil Division

DRB CAPITAL, LLC,	)	Rutland Unit, Civil Division
Plaintiff/ Petitioner	)	Docket No.:
v.)	
)	
TRANSAMERICA ANNUITY SERVICE)	
CORPORATION, TRANSAMERICA LIFE)	
INSURANCE COMPANY and)	
RICHARD J. SMULCZEWSKI	)	<i>In re Matter of Richard</i>
	)	<i>Smulczewski</i>
Defendants/ Respondents)	

NOTICE TO INTERESTED PARTIES
OF PROPOSED TRANSFER PURSUANT TO 9 V.S.A. Section 2480ff

NOW COMES DRB Capital, LLC, by and through its attorneys, Collins, McMahon & Harris, PLLC, and provides this Notice of assignment and transfer, pursuant to 9 V.S.A. section 2480ff(b) to all interested parties, including the Respondents listed above:

- The transferee is DRB Capital , LLC, with an address of:
1625 South Congress Avenue, Suite 200, Delray Beach, Florida 33445
- The payee is RICHARD J. SMULCZEWSKI , whose address is 513 Old Ti Road; Bomoseen, VT 05732
- The transferee has filed an application in the Vermont Superior Court, Rutland Unit, Civil Division, which court has a mailing address 83 Center Street; Rutland, VT 05701, to seek approval of an agreement transferring certain rights in the Absolute Annuity Sale and Assignment Agreement involving the payee and the Respondents listed above in the caption. A copy of such application, and other

COLLINS,
McMAHON, &
HARRIS, P.L.L.C.

Attorneys

P.O. Box 1623

Burlington, VT

05402-1623

(802) 862-3524

materials, have been served on you with this Notice, and the Annuity Sale and Assignment Agreement is included in the application as Exhibit A to the application.

4. With this Notice you are being separately served with a Notice of Hearing as to the time and place for the transfer approval hearing to occur on transferee's application.
5. Any interested party who is aware of any previous transfers or applications for transfers of any structured settlement payments of the payee, Mr. SMULCZEWSKI, that are the subject of the application, are requested to give full details to the undersigned counsel of such matters.
6. Pursuant to 9 V.S.A. section 2480gg you may submit in writing, submitted to the Vermont Superior Court, Rutland Unit, Civil Division, which court has a mailing address 83 Center Street; Rutland, VT 05701, with a copy to the undersigned counsel for transferee, any written responses to the transfer application you may wish to make. SUCH WRITTEN RESPONSE MUST BE FILED WITHIN 15 DAYS of the service of this notice upon you, in order to be considered by the court.

Dated this 10th day of September, 2015

DRB CAPITAL, LLC

By:



Michael J. Harris, Esq.
Collins, McMahon & Harris, PLLC
308 Main St, P.O. Box 1623
Burlington, VT 05402-1623
(802)-862-3524
Counsel for Petitioner/ Plaintiff

COLLINS,
McMAHON, &
HARRIS, P.L.L.C.

Attorneys

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Burlington, VT

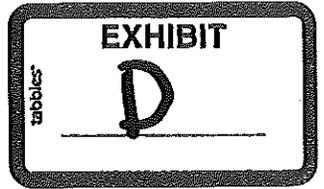
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(802) 862-3524

Served on: _____

Date

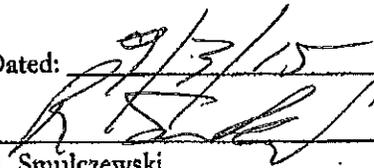
Sheriff _____



**Acknowledgement of Waiver
of Independent Professional Advice**

DRB Capital, LLC has advised me to seek independent professional advice from an attorney, certified public accountant, actuary or other licensed professional adviser of my choice. I have knowingly waived my right to receive independent professional advice regarding the legal, tax and financial implications of the transfer of the Settlement Payments as defined in the Absolute Sale and Security Agreement.

Dated: _____



R. Smulczewski

STATE OF VERMONT
VERMONT SUPERIOR COURT

Rutland Unit
Civil Division

DRB CAPITAL, LLC,)	
Plaintiff/ Petitioner	)	Rutland Unit, Civil Division
v.	)	Docket No.:
)	
TRANSAMERICA ANNUITY SERVICE)	
CORPORATION, TRANSAMERICA LIFE)	
INSURANCE COMPANY and)	
RICHARD J. SMULCZEWSKI	)	<i>In re Matter of Richard</i>
	)	<i>Smulczewski</i>
Defendants/ Respondents)	

NOTICE TO INTERESTED PARTIES
OF PROPOSED TRANSFER PURSUANT TO 9 V.S.A. Section 2480ff

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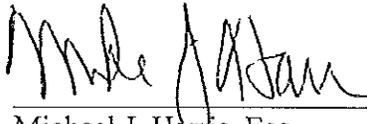
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Dated this 10th day of September, 2015

DRB CAPITAL, LLC

By:



Michael J. Harris, Esq.
Collins, McMahon & Harris, PLLC
308 Main St, P.O. Box 1623
Burlington, VT 05402-1623
(802)-862-3524
Counsel for Petitioner/ Plaintiff

COLLINS,
McMAHON, &
HARRIS, P.L.L.C.

Attorneys

P.O. Box 1623

Burlington, VT

05402-1623

(802) 862-3524

Served on: _____
Date

Sheriff

CHARLES D. HICKEY, ESQ.
(Admitted VT and NH)
chad@kingcon.com

CHRISTINE M. PIERPONT, ESQ.
(Admitted VT and OH)
cpierpont@kingcon.com

LAW OFFICE OF
CHARLES D. HICKEY, PLC
69 WINTER STREET
P. O. BOX 127
ST. JOHNSBURY, VERMONT 05819-0127
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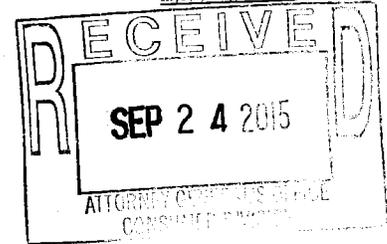
CANDACE L. BUSSIÈRE
Senior Paralegal

clb@kingcon.com

MARGARET J. BORGSTROM
Paralegal

mjb@kingcon.com

September 22, 2015



Theresa Scott, Clerk
Vermont Superior Court, Orange Unit, Civil Div.
5 Court Street
Chelsea, VT 05038

Re: Sierra Lake, LLC Inc. v. Ruggles
Docket No. 143-8-15 Oecv

Dear Theresa:

Please find enclosed for filing with the Court, the Affidavit of Evan S. Chait with Exhibit 1 concerning the above entitled matter.

If you have any questions concerning this matter, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Christine M. Pierpont".

Christine M. Pierpont, Esq.

/lan

Enc.

cc: Chima Ugoli
Deborah Ruggles
Naomi Sheffield, Esq.

STATE OF VERMONT

SUPERIOR COURT
Orange Unit

CIVIL DIVISION
Docket No. 143-8-15 Oecv

IN RE: SIERRA LAKE, LLC

&

DEBORAH I. RUGGLES

AFFIDAVIT OF EVAN S. CHAIT

Now comes Evan S. Chait, and being duly sworn, deposes and states as follows:

1. My name is Evan S. Chait and I am a resident of Los Angeles, County of Los Angeles, State of California. I make this affidavit based upon my own knowledge or information regarding the matters set forth in the above-captioned petition and, where stated upon information, I believe the information to be true.
2. I am an attorney and Vice President for Legal Affairs for Catalina Structured Funding, Inc. ("Catalina"), a corporation formed under the laws of California. Catalina entered into an agreement, as described below, with Deborah Ruggles ("Ms. Ruggles") to purchase certain structured settlement payment rights and then, subsequently, assigned all of its rights to the proposed transfer of structured settlement payment rights to Sierra Lake, LLC, ("Sierra") a limited liability company registered in the State of California with its principal place of business in La Crescenta, California. Sierra engages in the

business of purchasing the rights to structured settlement payments in consideration for lump sum payments.

3. Ms. Ruggles is an individual who resides at 11 Dana Thurston Rd, West Topsham, VT 05080.
4. As set forth in the Affidavit of Deborah Ruggles dated July 12, 2015 (the "Ruggles Affidavit") that was submitted with the petition, Ms. Ruggles receives annuity payments from Transamerica Life Insurance Company ("Structured Settlement Payments"). Ms. Ruggles receives these Structured Settlement Payments pursuant to a settlement of a personal injury matter resulting from an automobile accident.
5. Ms. Ruggles has offered to sell Sierra a portion of her future payment stream from the Structured Settlement Payments. Ms. Ruggles is experienced and familiar generally with the transfer of structured settlement payments because she has transferred structured settlement payments on a number of occasions before. As is set forth in detail in the petition at paragraph 4, Ms. Ruggles has previously sold portions of her Structured Settlement Payments by at least eight separate transactions. In the petition, Sierra originally listed nine previous transactions that Ms. Ruggles had cited, but I have learned subsequently that the transaction to Ralph Malton, LLC identified in subparagraph 4(i) as the matter brought in Superior Court of Vermont, Orange Unit, Docket Number 197-10-14 Oecv was withdrawn by Ms. Ruggles and never took place.
6. On or about July 22, 2015, Ms. Ruggles entered into an Agreement to Transfer Structured Settlement Payment Rights with Catalina ("Transfer Agreement") that was assigned to Sierra. The terms of the Transfer Agreement entitle Ms. Ruggles to a lump sum payment of \$26,088.11 in consideration for a portion of the Ms. Ruggles' Structured Settlement

Payments. Under the agreement, Ms. Ruggles assigns her right, title and interest in: 48 monthly life-contingent payments of \$500.00 beginning 09/15/2018 through and including 08/15/2022 with a 3% increase annually each September; 12 monthly life-contingent payments of \$1,000.00 beginning 09/15/2022 through and including 08/15/2023 with a 3% increase annually each September; 108 monthly life-contingent payments of \$1,500.00 beginning 09/15/2023 through and including 08/15/2032 with a 3% increase annually each September; and 92 monthly life-contingent payments of \$2,000.00 beginning 09/15/2032 through and including 04/15/2040 with a 3% increase annually each September.

7. In response to an inquiry from the Office of the Vermont Attorney General's office, I prepared a spreadsheet showing how the Transfer Agreement will affect the monthly payments that Ms. Ruggles receives from her Structured Settlement Payments. Attached hereto and made part hereof as Exhibit 1 is a spreadsheet showing each of Ms. Ruggles expected monthly payment from the Structured Settlement, the amount that she is seeking to transfer to Sierra pursuant to this petition and the resulting sum that she will be left on a monthly basis after such transfer.
8. To determine the lump sum it offered to Ms. Ruggles in exchange for the future transferred payments, Sierra used commonly accepted principals for calculating the present value of the future payment stream, taking into account such specific factors as: the nature of the future payments, which are dependant upon Ms. Ruggles' life, that is, so called "life contingent" payments; the weight average life of the payment stream at issue; and average life expectancy of persons of Ms. Ruggles' age, health and lifestyle; and the

inability to obtain insurance on Ms. Ruggles' life as a hedge to increase the value of the future payment stream.

9. In Catalina and Sierra's experience with the risks involved in purchasing these types of life contingent deals, the average discount rate for uninsurable transferors, taking into consideration the length of time of the future payment stream, ranges between 20% to 29%. The factors in this specific case resulted in a discount rate of approximately 24%, which is Sierra believes is fair and reasonable given the risks involved.
10. Catalina provided Ms. Ruggles with a Disclosure Statement which clearly set forth:
 - a) the amounts and due dates of the structured settlement payments to be transferred;
 - b) the aggregate amount of the structured settlement payments being transferred;
 - c) the discounted value of the transferred payments;
 - d) the gross advance amount and the annual discount rate;
 - e) an itemized listing of all applicable transfer expenses and Catalina's best estimate of the amount of any such fees and disbursements;
 - f) the net advance amount;
 - g) the amount of any penalties or liquidated damages payable to the payee in the event of any breach of the transfer agreement by the payee;
 - h) a statement that the payee has the right to cancel the transfer agreement, without penalty or further obligation, at any time before the date on which a court enters a final order approving the transfer.

11. Sierra has complied with all statutory requirements for the transfer of structured settlements codified in Title 9, Chapter 63, Subchapter 5 of the Vermont Statutes Annotated.

FURTHER AFFIANT SAYETH NAUGHT.

Dated this 21st day of September, 2015.



Evan S. Chait

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that Document

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

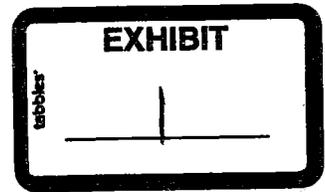
On 9/21/2015 before me, Britney Grace Gaviria, Notary Public, personally appeared Evan S. Chait, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



Payment Date	Current Benefit	Sierra Lake Transaction	Balance Remaining
9/15/2015	\$ 1,016.94		\$ 1,016.94
10/15/2015	\$ 1,016.94		\$ 1,016.94
11/15/2015	\$ 1,016.94		\$ 1,016.94
12/15/2015	\$ 1,016.94		\$ 1,016.94
1/15/2016	\$ 1,016.94		\$ 1,016.94
2/15/2016	\$ 1,016.94		\$ 1,016.94
3/15/2016	\$ 1,016.94		\$ 1,016.94
4/15/2016	\$ 1,016.94		\$ 1,016.94
5/15/2016	\$ 1,016.94		\$ 1,016.94
6/15/2016	\$ 1,016.94		\$ 1,016.94
7/15/2016	\$ 1,016.94		\$ 1,016.94
8/15/2016	\$ 1,016.94		\$ 1,016.94
9/15/2016	\$ 1,047.45		\$ 1,047.45
10/15/2016	\$ 1,047.45		\$ 1,047.45
11/15/2016	\$ 1,047.45		\$ 1,047.45
12/15/2016	\$ 1,047.45		\$ 1,047.45
1/15/2017	\$ 1,047.45		\$ 1,047.45
2/15/2017	\$ 1,047.45		\$ 1,047.45
3/15/2017	\$ 1,047.45		\$ 1,047.45
4/15/2017	\$ 1,047.45		\$ 1,047.45
5/15/2017	\$ 1,047.45		\$ 1,047.45
6/15/2017	\$ 1,047.45		\$ 1,047.45
7/15/2017	\$ 1,047.45		\$ 1,047.45
8/15/2017	\$ 1,047.45		\$ 1,047.45
9/15/2017	\$ 1,078.87		\$ 1,078.87
10/15/2017	\$ 1,078.87		\$ 1,078.87
11/15/2017	\$ 1,078.87		\$ 1,078.87
12/15/2017	\$ 1,078.87		\$ 1,078.87
1/15/2018	\$ 1,078.87		\$ 1,078.87
2/15/2018	\$ 1,078.87		\$ 1,078.87
3/15/2018	\$ 1,078.87		\$ 1,078.87
4/15/2018	\$ 1,078.87		\$ 1,078.87
5/15/2018	\$ 1,078.87		\$ 1,078.87
6/15/2018	\$ 1,078.87		\$ 1,078.87
7/15/2018	\$ 1,078.87		\$ 1,078.87
8/15/2018	\$ 1,078.87		\$ 1,078.87
9/15/2018	\$ 611.24	\$ 500.00	\$ 111.24
10/15/2018	\$ 611.24	\$ 500.00	\$ 111.24
11/15/2018	\$ 611.24	\$ 500.00	\$ 111.24
12/15/2018	\$ 611.24	\$ 500.00	\$ 111.24
1/15/2019	\$ 611.24	\$ 500.00	\$ 111.24
2/15/2019	\$ 611.24	\$ 500.00	\$ 111.24
3/15/2019	\$ 611.24	\$ 500.00	\$ 111.24
4/15/2019	\$ 611.24	\$ 500.00	\$ 111.24
5/15/2019	\$ 611.24	\$ 500.00	\$ 111.24
6/15/2019	\$ 611.24	\$ 500.00	\$ 111.24



7/15/2019	\$	611.24	\$	500.00	\$	111.24
8/15/2019	\$	611.24	\$	500.00	\$	111.24
9/15/2019	\$	629.58	\$	515.00	\$	114.58
10/15/2019	\$	629.58	\$	515.00	\$	114.58
11/15/2019	\$	629.58	\$	515.00	\$	114.58
12/15/2019	\$	629.58	\$	515.00	\$	114.58
1/15/2020	\$	629.58	\$	515.00	\$	114.58
2/15/2020	\$	629.58	\$	515.00	\$	114.58
3/15/2020	\$	629.58	\$	515.00	\$	114.58
4/15/2020	\$	629.58	\$	515.00	\$	114.58
5/15/2020	\$	629.58	\$	515.00	\$	114.58
6/15/2020	\$	629.58	\$	515.00	\$	114.58
7/15/2020	\$	629.58	\$	515.00	\$	114.58
8/15/2020	\$	629.58	\$	515.00	\$	114.58
9/15/2020	\$	648.46	\$	530.45	\$	118.01
10/15/2020	\$	648.46	\$	530.45	\$	118.01
11/15/2020	\$	648.46	\$	530.45	\$	118.01
12/15/2020	\$	648.46	\$	530.45	\$	118.01
1/15/2021	\$	648.46	\$	530.45	\$	118.01
2/15/2021	\$	648.46	\$	530.45	\$	118.01
3/15/2021	\$	648.46	\$	530.45	\$	118.01
4/15/2021	\$	648.46	\$	530.45	\$	118.01
5/15/2021	\$	648.46	\$	530.45	\$	118.01
6/15/2021	\$	648.46	\$	530.45	\$	118.01
7/15/2021	\$	648.46	\$	530.45	\$	118.01
8/15/2021	\$	648.46	\$	530.45	\$	118.01
9/15/2021	\$	667.92	\$	546.36	\$	121.56
10/15/2021	\$	667.92	\$	546.36	\$	121.56
11/15/2021	\$	667.92	\$	546.36	\$	121.56
12/15/2021	\$	667.92	\$	546.36	\$	121.56
1/15/2022	\$	667.92	\$	546.36	\$	121.56
2/15/2022	\$	667.92	\$	546.36	\$	121.56
3/15/2022	\$	667.92	\$	546.36	\$	121.56
4/15/2022	\$	667.92	\$	546.36	\$	121.56
5/15/2022	\$	667.92	\$	546.36	\$	121.56
6/15/2022	\$	667.92	\$	546.36	\$	121.56
7/15/2022	\$	667.92	\$	546.36	\$	121.56
8/15/2022	\$	667.92	\$	546.36	\$	121.56
9/15/2022	\$	529.69	\$	529.69	\$	-
10/15/2022	\$	529.69	\$	529.69	\$	-
11/15/2022	\$	529.69	\$	529.69	\$	-
12/15/2022	\$	1,152.88	\$	1,000.00	\$	152.88
1/15/2023	\$	1,152.88	\$	1,000.00	\$	152.88
2/15/2023	\$	1,152.88	\$	1,000.00	\$	152.88
3/15/2023	\$	1,152.88	\$	1,000.00	\$	152.88
4/15/2023	\$	1,152.88	\$	1,000.00	\$	152.88
5/15/2023	\$	1,620.27	\$	1,000.00	\$	620.27

6/15/2023	\$	1,620.27	\$	1,000.00	\$	620.27
7/15/2023	\$	1,620.27	\$	1,000.00	\$	620.27
8/15/2023	\$	1,620.27	\$	1,000.00	\$	620.27
9/15/2023	\$	1,713.88	\$	1,500.00	\$	213.88
10/15/2023	\$	1,713.88	\$	1,500.00	\$	213.88
11/15/2023	\$	1,713.88	\$	1,500.00	\$	213.88
12/15/2023	\$	1,713.88	\$	1,500.00	\$	213.88
1/15/2024	\$	1,713.88	\$	1,500.00	\$	213.88
2/15/2024	\$	1,713.88	\$	1,500.00	\$	213.88
3/15/2024	\$	1,713.88	\$	1,500.00	\$	213.88
4/15/2024	\$	1,713.88	\$	1,500.00	\$	213.88
5/15/2024	\$	1,713.88	\$	1,500.00	\$	213.88
6/15/2024	\$	1,713.88	\$	1,500.00	\$	213.88
7/15/2024	\$	1,713.88	\$	1,500.00	\$	213.88
8/15/2024	\$	1,713.88	\$	1,500.00	\$	213.88
9/15/2024	\$	1,765.30	\$	1,545.00	\$	220.30
10/15/2024	\$	1,765.30	\$	1,545.00	\$	220.30
11/15/2024	\$	1,765.30	\$	1,545.00	\$	220.30
12/15/2024	\$	1,765.30	\$	1,545.00	\$	220.30
1/15/2025	\$	1,765.30	\$	1,545.00	\$	220.30
2/15/2025	\$	1,765.30	\$	1,545.00	\$	220.30
3/15/2025	\$	1,765.30	\$	1,545.00	\$	220.30
4/15/2025	\$	1,765.30	\$	1,545.00	\$	220.30
5/15/2025	\$	1,765.30	\$	1,545.00	\$	220.30
6/15/2025	\$	1,765.30	\$	1,545.00	\$	220.30
7/15/2025	\$	1,765.30	\$	1,545.00	\$	220.30
8/15/2025	\$	1,765.30	\$	1,545.00	\$	220.30
9/15/2025	\$	1,818.26	\$	1,591.35	\$	226.91
10/15/2025	\$	1,818.26	\$	1,591.35	\$	226.91
11/15/2025	\$	1,818.26	\$	1,591.35	\$	226.91
12/15/2025	\$	1,818.26	\$	1,591.35	\$	226.91
1/15/2026	\$	1,818.26	\$	1,591.35	\$	226.91
2/15/2026	\$	1,818.26	\$	1,591.35	\$	226.91
3/15/2026	\$	1,818.26	\$	1,591.35	\$	226.91
4/15/2026	\$	1,818.26	\$	1,591.35	\$	226.91
5/15/2026	\$	1,818.26	\$	1,591.35	\$	226.91
6/15/2026	\$	1,818.26	\$	1,591.35	\$	226.91
7/15/2026	\$	1,818.26	\$	1,591.35	\$	226.91
8/15/2026	\$	1,818.26	\$	1,591.35	\$	226.91
9/15/2026	\$	1,872.80	\$	1,639.09	\$	233.71
10/15/2026	\$	1,872.80	\$	1,639.09	\$	233.71
11/15/2026	\$	1,872.80	\$	1,639.09	\$	233.71
12/15/2026	\$	1,872.80	\$	1,639.09	\$	233.71
1/15/2027	\$	1,872.80	\$	1,639.09	\$	233.71
2/15/2027	\$	1,872.80	\$	1,639.09	\$	233.71
3/15/2027	\$	1,872.80	\$	1,639.09	\$	233.71
4/15/2027	\$	1,872.80	\$	1,639.09	\$	233.71

5/15/2027	\$	1,872.80	\$	1,639.09	\$	233.71
6/15/2027	\$	1,872.80	\$	1,639.09	\$	233.71
7/15/2027	\$	1,872.80	\$	1,639.09	\$	233.71
8/15/2027	\$	1,872.80	\$	1,639.09	\$	233.71
9/15/2027	\$	1,928.99	\$	1,688.26	\$	240.73
10/15/2027	\$	1,928.99	\$	1,688.26	\$	240.73
11/15/2027	\$	1,928.99	\$	1,688.26	\$	240.73
12/15/2027	\$	1,928.99	\$	1,688.26	\$	240.73
1/15/2028	\$	1,928.99	\$	1,688.26	\$	240.73
2/15/2028	\$	1,928.99	\$	1,688.26	\$	240.73
3/15/2028	\$	1,928.99	\$	1,688.26	\$	240.73
4/15/2028	\$	1,928.99	\$	1,688.26	\$	240.73
5/15/2028	\$	1,928.99	\$	1,688.26	\$	240.73
6/15/2028	\$	1,928.99	\$	1,688.26	\$	240.73
7/15/2028	\$	1,928.99	\$	1,688.26	\$	240.73
8/15/2028	\$	1,928.99	\$	1,688.26	\$	240.73
9/15/2028	\$	1,986.86	\$	1,738.91	\$	247.95
10/15/2028	\$	1,986.86	\$	1,738.91	\$	247.95
11/15/2028	\$	1,986.86	\$	1,738.91	\$	247.95
12/15/2028	\$	1,986.86	\$	1,738.91	\$	247.95
1/15/2029	\$	1,986.86	\$	1,738.91	\$	247.95
2/15/2029	\$	1,986.86	\$	1,738.91	\$	247.95
3/15/2029	\$	1,986.86	\$	1,738.91	\$	247.95
4/15/2029	\$	1,986.86	\$	1,738.91	\$	247.95
5/15/2029	\$	1,986.86	\$	1,738.91	\$	247.95
6/15/2029	\$	1,986.86	\$	1,738.91	\$	247.95
7/15/2029	\$	1,986.86	\$	1,738.91	\$	247.95
8/15/2029	\$	1,986.86	\$	1,738.91	\$	247.95
9/15/2029	\$	2,046.46	\$	1,791.08	\$	255.38
10/15/2029	\$	2,046.46	\$	1,791.08	\$	255.38
11/15/2029	\$	2,046.46	\$	1,791.08	\$	255.38
12/15/2029	\$	2,046.46	\$	1,791.08	\$	255.38
1/15/2030	\$	2,046.46	\$	1,791.08	\$	255.38
2/15/2030	\$	2,046.46	\$	1,791.08	\$	255.38
3/15/2030	\$	2,046.46	\$	1,791.08	\$	255.38
4/15/2030	\$	2,046.46	\$	1,791.08	\$	255.38
5/15/2030	\$	2,046.46	\$	1,791.08	\$	255.38
6/15/2030	\$	2,046.46	\$	1,791.08	\$	255.38
7/15/2030	\$	2,046.46	\$	1,791.08	\$	255.38
8/15/2030	\$	2,046.46	\$	1,791.08	\$	255.38
9/15/2030	\$	2,107.86	\$	1,844.81	\$	263.05
10/15/2030	\$	2,107.86	\$	1,844.81	\$	263.05
11/15/2030	\$	2,107.86	\$	1,844.81	\$	263.05
12/15/2030	\$	2,107.86	\$	1,844.81	\$	263.05
1/15/2031	\$	2,107.86	\$	1,844.81	\$	263.05
2/15/2031	\$	2,107.86	\$	1,844.81	\$	263.05
3/15/2031	\$	2,107.86	\$	1,844.81	\$	263.05

4/15/2031	\$	2,107.86	\$	1,844.81	\$	263.05
5/15/2031	\$	2,107.86	\$	1,844.81	\$	263.05
6/15/2031	\$	2,107.86	\$	1,844.81	\$	263.05
7/15/2031	\$	2,107.86	\$	1,844.81	\$	263.05
8/15/2031	\$	2,107.86	\$	1,844.81	\$	263.05
9/15/2031	\$	2,813.01	\$	1,900.16	\$	912.85
10/15/2031	\$	2,813.01	\$	1,900.16	\$	912.85
11/15/2031	\$	2,813.01	\$	1,900.16	\$	912.85
12/15/2031	\$	2,813.01	\$	1,900.16	\$	912.85
1/15/2032	\$	2,813.01	\$	1,900.16	\$	912.85
2/15/2032	\$	2,813.01	\$	1,900.16	\$	912.85
3/15/2032	\$	2,813.01	\$	1,900.16	\$	912.85
4/15/2032	\$	2,813.01	\$	1,900.16	\$	912.85
5/15/2032	\$	2,813.01	\$	1,900.16	\$	912.85
6/15/2032	\$	2,813.01	\$	1,900.16	\$	912.85
7/15/2032	\$	2,813.01	\$	1,900.16	\$	912.85
8/15/2032	\$	2,813.01	\$	1,900.16	\$	912.85
9/15/2032	\$	2,854.55	\$	2,000.00	\$	854.55
10/15/2032	\$	2,854.55	\$	2,000.00	\$	854.55
11/15/2032	\$	2,854.55	\$	2,000.00	\$	854.55
12/15/2032	\$	2,854.55	\$	2,000.00	\$	854.55
1/15/2033	\$	2,854.55	\$	2,000.00	\$	854.55
2/15/2033	\$	2,854.55	\$	2,000.00	\$	854.55
3/15/2033	\$	2,854.55	\$	2,000.00	\$	854.55
4/15/2033	\$	2,854.55	\$	2,000.00	\$	854.55
5/15/2033	\$	2,854.55	\$	2,000.00	\$	854.55
6/15/2033	\$	2,854.55	\$	2,000.00	\$	854.55
7/15/2033	\$	2,854.55	\$	2,000.00	\$	854.55
8/15/2033	\$	2,854.55	\$	2,000.00	\$	854.55
9/15/2033	\$	2,940.19	\$	2,060.00	\$	880.19
10/15/2033	\$	2,940.19	\$	2,060.00	\$	880.19
11/15/2033	\$	2,940.19	\$	2,060.00	\$	880.19
12/15/2033	\$	2,940.19	\$	2,060.00	\$	880.19
1/15/2034	\$	2,940.19	\$	2,060.00	\$	880.19
2/15/2034	\$	2,940.19	\$	2,060.00	\$	880.19
3/15/2034	\$	2,940.19	\$	2,060.00	\$	880.19
4/15/2034	\$	2,940.19	\$	2,060.00	\$	880.19
5/15/2034	\$	2,940.19	\$	2,060.00	\$	880.19
6/15/2034	\$	2,940.19	\$	2,060.00	\$	880.19
7/15/2034	\$	2,940.19	\$	2,060.00	\$	880.19
8/15/2034	\$	2,940.19	\$	2,060.00	\$	880.19
9/15/2034	\$	3,028.39	\$	2,121.80	\$	906.59
10/15/2034	\$	3,028.39	\$	2,121.80	\$	906.59
11/15/2034	\$	3,028.39	\$	2,121.80	\$	906.59
12/15/2034	\$	3,028.39	\$	2,121.80	\$	906.59
1/15/2035	\$	3,028.39	\$	2,121.80	\$	906.59
2/15/2035	\$	3,028.39	\$	2,121.80	\$	906.59

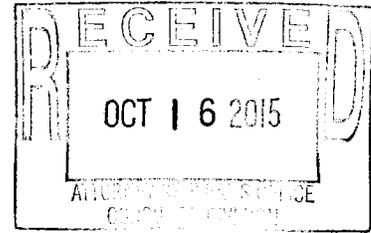
3/15/2035	\$	3,028.39	\$	2,121.80	\$	906.59
4/15/2035	\$	3,028.39	\$	2,121.80	\$	906.59
5/15/2035	\$	3,028.39	\$	2,121.80	\$	906.59
6/15/2035	\$	3,028.39	\$	2,121.80	\$	906.59
7/15/2035	\$	3,028.39	\$	2,121.80	\$	906.59
8/15/2035	\$	3,028.39	\$	2,121.80	\$	906.59
9/15/2035	\$	3,119.24	\$	2,185.45	\$	933.79
10/15/2035	\$	3,119.24	\$	2,185.45	\$	933.79
11/15/2035	\$	3,119.24	\$	2,185.45	\$	933.79
12/15/2035	\$	3,119.24	\$	2,185.45	\$	933.79
1/15/2036	\$	3,119.24	\$	2,185.45	\$	933.79
2/15/2036	\$	3,119.24	\$	2,185.45	\$	933.79
3/15/2036	\$	3,119.24	\$	2,185.45	\$	933.79
4/15/2036	\$	3,119.24	\$	2,185.45	\$	933.79
5/15/2036	\$	3,119.24	\$	2,185.45	\$	933.79
6/15/2036	\$	3,119.24	\$	2,185.45	\$	933.79
7/15/2036	\$	3,119.24	\$	2,185.45	\$	933.79
8/15/2036	\$	3,119.24	\$	2,185.45	\$	933.79
9/15/2036	\$	3,212.82	\$	2,251.02	\$	961.80
10/15/2036	\$	3,212.82	\$	2,251.02	\$	961.80
11/15/2036	\$	3,212.82	\$	2,251.02	\$	961.80
12/15/2036	\$	3,212.82	\$	2,251.02	\$	961.80
1/15/2037	\$	3,212.82	\$	2,251.02	\$	961.80
2/15/2037	\$	3,212.82	\$	2,251.02	\$	961.80
3/15/2037	\$	3,212.82	\$	2,251.02	\$	961.80
4/15/2037	\$	3,212.82	\$	2,251.02	\$	961.80
5/15/2037	\$	3,212.82	\$	2,251.02	\$	961.80
6/15/2037	\$	3,212.82	\$	2,251.02	\$	961.80
7/15/2037	\$	3,212.82	\$	2,251.02	\$	961.80
8/15/2037	\$	3,212.82	\$	2,251.02	\$	961.80
9/15/2037	\$	3,309.21	\$	2,318.55	\$	990.66
10/15/2037	\$	3,309.21	\$	2,318.55	\$	990.66
11/15/2037	\$	3,309.21	\$	2,318.55	\$	990.66
12/15/2037	\$	3,309.21	\$	2,318.55	\$	990.66
1/15/2038	\$	3,309.21	\$	2,318.55	\$	990.66
2/15/2038	\$	3,309.21	\$	2,318.55	\$	990.66
3/15/2038	\$	3,309.21	\$	2,318.55	\$	990.66
4/15/2038	\$	3,309.21	\$	2,318.55	\$	990.66
5/15/2038	\$	3,309.21	\$	2,318.55	\$	990.66
6/15/2038	\$	3,309.21	\$	2,318.55	\$	990.66
7/15/2038	\$	3,309.21	\$	2,318.55	\$	990.66
8/15/2038	\$	3,309.21	\$	2,318.55	\$	990.66
9/15/2038	\$	3,408.48	\$	2,388.10	\$	1,020.38
10/15/2038	\$	3,408.48	\$	2,388.10	\$	1,020.38
11/15/2038	\$	3,408.48	\$	2,388.10	\$	1,020.38
12/15/2038	\$	3,408.48	\$	2,388.10	\$	1,020.38
1/15/2039	\$	3,408.48	\$	2,388.10	\$	1,020.38

2/15/2039	\$	3,408.48	\$	2,388.10	\$	1,020.38
3/15/2039	\$	3,408.48	\$	2,388.10	\$	1,020.38
4/15/2039	\$	3,408.48	\$	2,388.10	\$	1,020.38
5/15/2039	\$	3,408.48	\$	2,388.10	\$	1,020.38
6/15/2039	\$	3,408.48	\$	2,388.10	\$	1,020.38
7/15/2039	\$	3,408.48	\$	2,388.10	\$	1,020.38
8/15/2039	\$	3,408.48	\$	2,388.10	\$	1,020.38
9/15/2039	\$	3,510.74	\$	2,459.75	\$	1,050.99
10/15/2039	\$	3,510.74	\$	2,459.75	\$	1,050.99
11/15/2039	\$	3,510.74	\$	2,459.75	\$	1,050.99
12/15/2039	\$	3,510.74	\$	2,459.75	\$	1,050.99
1/15/2040	\$	3,510.74	\$	2,459.75	\$	1,050.99
2/15/2040	\$	3,510.74	\$	2,459.75	\$	1,050.99
3/15/2040	\$	3,510.74	\$	2,459.75	\$	1,050.99
4/15/2040	\$	3,510.74	\$	2,459.75	\$	1,050.99
5/15/2040	\$	5,970.50			\$	5,970.50
6/15/2040	\$	5,970.50			\$	5,970.50
7/15/2040	\$	5,970.50			\$	5,970.50
8/15/2040	\$	5,970.50			\$	5,970.50
9/15/2040	\$	5,970.50			\$	5,970.50
10/15/2040	\$	5,970.50			\$	5,970.50
11/15/2040	\$	5,970.50			\$	5,970.50
12/15/2040	\$	5,970.50			\$	5,970.50
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2/15/2041	\$	5,970.50			\$	5,970.50
3/15/2041	\$	5,970.50			\$	5,970.50
4/15/2041	\$	5,970.50			\$	5,970.50
5/15/2041	\$	6,149.62			\$	6,149.62
6/15/2041	\$	6,149.62			\$	6,149.62
7/15/2041	\$	6,149.62			\$	6,149.62
8/15/2041	\$	6,149.62			\$	6,149.62
9/15/2041	\$	6,149.62			\$	6,149.62
10/15/2041	\$	6,149.62			\$	6,149.62
11/15/2041	\$	6,149.62			\$	6,149.62
12/15/2041	\$	6,149.62			\$	6,149.62
1/15/2042	\$	6,149.62			\$	6,149.62
2/15/2042	\$	6,149.62			\$	6,149.62
3/15/2042	\$	6,149.62			\$	6,149.62
4/15/2042	\$	6,149.62			\$	6,149.62
5/15/2042	\$	6,334.10			\$	6,334.10
6/15/2042	\$	6,334.10			\$	6,334.10
7/15/2042	\$	6,334.10			\$	6,334.10
8/15/2042	\$	6,334.10			\$	6,334.10
9/15/2042	\$	6,334.10			\$	6,334.10
10/15/2042	\$	6,334.10			\$	6,334.10
11/15/2042	\$	6,334.10			\$	6,334.10
12/15/2042	\$	6,334.10			\$	6,334.10

1/15/2043	\$	6,334.10	\$	6,334.10
2/15/2043	\$	6,334.10	\$	6,334.10
3/15/2043	\$	6,334.10	\$	6,334.10
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5/15/2043	\$	6,524.13	\$	6,524.13
6/15/2043	\$	6,524.13	\$	6,524.13
7/15/2043	\$	6,524.13	\$	6,524.13
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9/15/2043	\$	6,524.13	\$	6,524.13
10/15/2043	\$	6,524.13	\$	6,524.13
11/15/2043	\$	6,524.13	\$	6,524.13
12/15/2043	\$	6,524.13	\$	6,524.13
1/15/2044	\$	6,524.13	\$	6,524.13
2/15/2044	\$	6,524.13	\$	6,524.13
3/15/2044	\$	6,524.13	\$	6,524.13
4/15/2044	\$	6,524.13	\$	6,524.13
5/15/2044	\$	6,719.85	\$	6,719.85
6/15/2044	\$	6,719.85	\$	6,719.85
7/15/2044	\$	6,719.85	\$	6,719.85
8/15/2044	\$	6,719.85	\$	6,719.85
9/15/2044	\$	6,719.85	\$	6,719.85
10/15/2044	\$	6,719.85	\$	6,719.85
11/15/2044	\$	6,719.85	\$	6,719.85
12/15/2044	\$	6,719.85	\$	6,719.85
1/15/2045	\$	6,719.85	\$	6,719.85
2/15/2045	\$	6,719.85	\$	6,719.85
3/15/2045	\$	6,719.85	\$	6,719.85
4/15/2045	\$	6,719.85	\$	6,719.85
5/15/2045	\$	6,921.45	\$	6,921.45
6/15/2045	\$	6,921.45	\$	6,921.45
7/15/2045	\$	6,921.45	\$	6,921.45
8/15/2045	\$	6,921.45	\$	6,921.45
9/15/2045	\$	6,921.45	\$	6,921.45
10/15/2045	\$	6,921.45	\$	6,921.45
11/15/2045	\$	6,921.45	\$	6,921.45
12/15/2045	\$	6,921.45	\$	6,921.45
1/15/2046	\$	6,921.45	\$	6,921.45
2/15/2046	\$	6,921.45	\$	6,921.45
3/15/2046	\$	6,921.45	\$	6,921.45
4/15/2046	\$	6,921.45	\$	6,921.45
5/15/2046	\$	7,129.09	\$	7,129.09
6/15/2046	\$	7,129.09	\$	7,129.09
7/15/2046	\$	7,129.09	\$	7,129.09
8/15/2046	\$	7,129.09	\$	7,129.09
9/15/2046	\$	7,129.09	\$	7,129.09
10/15/2046	\$	7,129.09	\$	7,129.09
11/15/2046	\$	7,129.09	\$	7,129.09

12/15/2046	\$	7,129.09	\$	7,129.09
1/15/2047	\$	7,129.09	\$	7,129.09
2/15/2047	\$	7,129.09	\$	7,129.09
3/15/2047	\$	7,129.09	\$	7,129.09
4/15/2047	\$	7,129.09	\$	7,129.09
5/15/2047	\$	7,342.96	\$	7,342.96
6/15/2047	\$	7,342.96	\$	7,342.96
7/15/2047	\$	7,342.96	\$	7,342.96
8/15/2047	\$	7,342.96	\$	7,342.96
9/15/2047	\$	7,342.96	\$	7,342.96
10/15/2047	\$	7,342.96	\$	7,342.96
11/15/2047	\$	7,342.96	\$	7,342.96
12/15/2047	\$	7,342.96	\$	7,342.96
1/15/2048	\$	7,342.96	\$	7,342.96
2/15/2048	\$	7,342.96	\$	7,342.96
3/15/2048	\$	7,342.96	\$	7,342.96
4/15/2048	\$	7,342.96	\$	7,342.96
5/15/2048	\$	7,563.25	\$	7,563.25
6/15/2048	\$	7,563.25	\$	7,563.25
7/15/2048	\$	7,563.25	\$	7,563.25
8/15/2048	\$	7,563.25	\$	7,563.25
9/15/2048	\$	7,563.25	\$	7,563.25
10/15/2048	\$	7,563.25	\$	7,563.25
11/15/2048	\$	7,563.25	\$	7,563.25
12/15/2048	\$	7,563.25	\$	7,563.25
1/15/2049	\$	7,563.25	\$	7,563.25
2/15/2049	\$	7,563.25	\$	7,563.25
3/15/2049	\$	7,563.25	\$	7,563.25
4/15/2049	\$	7,563.25	\$	7,563.25
5/15/2049	\$	7,790.15	\$	7,790.15
6/15/2049	\$	7,790.15	\$	7,790.15
7/15/2049	\$	7,790.15	\$	7,790.15
8/15/2049	\$	7,790.15	\$	7,790.15
9/15/2049	\$	7,790.15	\$	7,790.15
10/15/2049	\$	7,790.15	\$	7,790.15
11/15/2049	\$	7,790.15	\$	7,790.15
12/15/2049	\$	7,790.15	\$	7,790.15
1/15/2050	\$	7,790.15	\$	7,790.15
2/15/2050	\$	7,790.15	\$	7,790.15
3/15/2050	\$	7,790.15	\$	7,790.15
4/15/2050	\$	7,790.15	\$	7,790.15

WELLS LAW OFFICE
POST OFFICE BOX 250
Westminster, Vermont 05158
TEL 802-722-4000
FAX 802-722-4005
WellsLawVt@aol.com



7 October 2015

Vermont Attorney General's Office
109 State Street
Montpelier, VT 05609

RE: Application for Approval of Transfer of Structured Settlement Payments by and between JG wentworth Originations LLC and J. Vaccaro

Superior court of Vermont, Rutland Unit – Civil Division
Docket Number: 579-10-15 Rdcv

Dear Gentlemen/Ladies:

I represent JG Wentworth Originations, LLC. Please accept this letter for filing notice that the above named has applied for a transfer of structured settlement payments to my client. Enclosed you will find a copy of the Application for filing pursuant to 9 VSA §2480ff(c).

Should you have any questions at all about this process, please feel free to contact my office at the above number. I appreciate your time and consideration.

Sincerely,


Timothy J. Wells, Esq.

STATE OF VERMONT
RUTLAND UNIT

SUPERIOR COURT
CIVIL DIVISION

In re:)	
JG Wentworth Originations LLC)	
Applicant -Transferee.)	
And	)	Docket # <u>579-10 - 15</u> Rdcv
J. Vaccaro)	
Payee - Transferor)	

NOTICE OF HEARING DATE AND DEADLINE

TO the following:

Metropolitan Life Insurance Company
MRMR
2025 Leestown Road, Suite J.
Lexington, KY 40511
Structured Settlements

MetLife Tower Resources Group, Inc.
MRMR
2025 Leestown Road, Suite J.
Lexington, KY 40511
Structured Settlements

Vermont Attorney General's Office
109 State Street
Montpelier, Vermont 05609-1001

Vermont Office of Child Support
103 South Main Street
Waterbury, Vermont 05671-1901

Vermont Department of Taxes
Attn: Will S. Baker, Esq.
PO Box 429
133 State Street
Montpelier, VT 05633-1401

FILED

OCT 06 2015

VERMONT SUPERIOR COURT
RUTLAND

J Vaccaro
Rutland, VT

PLEASE TAKE NOTICE that on the following date and time the Application for Approval of Structured Settlement Payment Rights by and between the above named shall be heard:

BEFORE: · Presiding Superior Court Judge

PLACE: · Rutland County Courthouse
83 Center Street
Rutland, Vermont 05701
(802) 775-4394

DATE: 11/24/15

TIME: 10:15 Am

Any interested parties shall have the right to file a response to said application. Any interested party is further advised that it is entitled to support, oppose, or otherwise respond to the application, by attending the hearing either in person or by counsel, by submitting written comments to the Court and counsel prior to the hearing, or by otherwise participating in the hearing. Written responses to the application may be filed with the Court, with copies to counsel, at any time ~~at~~ or ~~or~~ prior to the hearing date, in order to be considered by the Court.

Dated this 6th day of Oct. 2015.

Klanton
Superior Court Judge/Clerk

STATE OF VERMONT
RUTLAND UNIT

SUPERIOR COURT
CIVIL DIVISION

In Re:)

JG Wentworth Originations, LLC)
Applicant - Transferee. -)

) DOCKET NUMBER: ___-___-15 Rdcv

And)

J. Vaccaro)
Payee - Transferor, -)

APPLICATION FOR APPROVAL OF THE TRANSFER OF STRUCTURED
SETTLEMENT PAYMENT RIGHTS BY AND BETWEEN
PAYEE AND APPLICANT TRANSFEREE ABOVE NAMED

COMES NOW, the Applicant Transferee and pursuant to 9 VSA 2480aa, et seq., files this Application seeking approval of certain structured settlement payment rights, and in support thereof, states as follows:

1. This Application is filed pursuant to 9 VSA 2480aa, et seq. (the Vermont Transfer Act), seeking court approval of the transfer of a structured settlement payment right.

2. The above named "Transferor" "Payee" is domiciled in Vermont and resides in the county in which the above captioned Superior Court, Civil Division is located. The Applicant, transferee above named, is a Nevada limited liability company with an address of 3993 Howard Hughes Parkway, Suite 250, Las Vegas, NV 89169-6754.

3. Metropolitan Life Insurance Company, MRMR,

2025 Leestown Road, Suite J. Lexington, KY 40511 attn: Structured Settlements, the annuity issuer, is a corporation, which is domiciled in New York. MetLife Tower Resources Group, Inc. MRMR, 2025 Leestown Road, Suite J. Lexington, KY 40511 attn: Structured Settlements, the obligor, is a corporation which is domiciled in Delaware.

4. As a result of the settlement of a personal injury claim (auto accident) the Payee is entitled to receive certain structured settlement payments. (The "Periodic Payments").

5. In order to fund its obligation to make the settlement payments to the transferor, the Structured Settlement Obligor obtained a commercial annuity from the "Annuity Issuer."

6. Federal law as codified in 26 USC § 5891 et. seq. requires that in order to avoid the imposition of a 40% excise tax, the transfer of structured settlement payments rights must be approved by a Qualified Order. Federal law defines a Qualified Order as, in pertinent part, the order of a court issued by the state where the payee, resides provided that such state has adopted a structured settlement transfer statute which in this case is Vermont.

7. Vermont has adopted a structured settlement transfer statute i.e. 9 VSA §2480aa et seq.

8. The Transferor has completed and executed a Purchase Agreement (the "Transfer Agreement" as defined by the Transfer Act). A True copy the Transfer Agreement is attached hereto as Exhibit "A" and incorporated by reference herein in its entirety.

9. The payee, desiring to receive an immediate net lump sum payment of \$25,000.00 agreed to transfer to the applicant transferee, or its assigns, the right to receive the following payments:

A) 60 monthly payments of \$685.00 each beginning on March 1, 2035 and ending on February 1, 2040;

B) 60 monthly payments of \$1,370.00 each beginning on March 1, 2040 and ending on February 1, 2045;

C) 120 monthly payments of \$1,720.00 beginning on March 1, 2045 and ending on February 1, 2055;

(The "Assigned Payment"). The Applicant Transferee above named timely provided to Transferor the required disclosures describing the terms of the transfer. A true and correct copy of the Disclosure Statement is attached hereto as Exhibit "B" and incorporated herein by reference in its entirety. The form, content, and typeface of the Disclosure Statement meet all of the requirements set forth in the Transfer Act.

10. The Transferor has established and verifies that the transfer is necessary, fair, reasonable, and appropriate, and in the best interests of the Transferor and the transferor's dependents if any taking into account the welfare and support of the payee's dependents if any, considering all relevant factors, including:

(A) the payee's ability to understand the financial terms and consequences of the transfer;

(B) the payee's capacity to meet his or her financial obligations, including the potential need for future medical treatment;

(C) the need, purpose, or reason for the transfer; and

(D) whether the transfer is fair and reasonable, considering the discount rate used to calculate the gross advance amount, the fees and expenses

imposed on the payee, and whether the payee obtained more than one quote for the same or a substantially similar transfer.

The interests of the Transferor and the transferor's dependents if any would be better served with an immediate transfer of these funds and it is not expected to subject the Transferor and the transferor's dependents if any to undue or unreasonable financial hardship in the future.

11. The transferor was advised in writing by transferee to seek independent professional advice regarding the financial advisability of the transfer and the other financial options available to the payee, if any, and that the payee has in fact received such advice; or such advice is unnecessary for good cause. See "Statement of Professional Representation" attached hereto as Exhibit "C."

12. The transfer complies with all requirements of the Transfer Act and will not contravene other applicable law, statute or order of any court or other governmental authority.

13. List of transferor's dependents and their ages:
The transferor is unmarried and has the following dependents.
a. A. Brown child 3 years old;
b. C. Brown child 2 years old.
See List of dependents and ages attached hereto as Exhibit "D" and incorporated herein by reference in its entirety.

14. Prior Transfers:
To the best of the transferee's knowledge after making a reasonable inquiry to the payee, the structured settlement obligor, and the annuity issuer, there have been the following previous transfers:

- a. 3/31/11: 96 monthly payments of \$1,020.00 each, beginning on March 1, 2015 and ending on February 1, 2023 for \$40,750.00 approved Superior Court of Vermont Rutland Unit Civil Division.

- b. 6/14/12: 24 monthly payments of \$1,020.00 each beginning on March 1, 2023 and ending on February 1, 2025 and 48 monthly payments of \$1,188.69 each beginning on March 1, 2025 and ending on February 1, 2029 for \$15,250.00 approved Superior court of Vermont Rutland Unit Civil Division.

- c. 3/27/13: 72 monthly payments of \$1,188.69 each beginning on March 1, 2029 and ending on February 1, 2035 and 60 monthly payments of \$685.00 each, beginning on March 1, 2035 and ending on February 1, 2040 for \$15,000.00 approved Superior Court of Vermont Rutland Unit Civil Division.

15. Notice has been provided to the annuity issuer and structured settlement obligor of Wentworth's name, address and taxpayer identification number, as required by applicable statute (attached as Exhibit "E").

16. The Transferee will provide proper notice to all interested parties upon receipt of an Order setting this matter for hearing.

WHEREFORE, the applicant respectfully requests the honorable court, after conducting a hearing on the application, as follows:

- A) To determine that independent professional advice to the payee regarding the financial advisability of the transfer and the other financial options available to the payee, if any, is unnecessary pursuant to subdivision 9 VSA 2480dd (a) (2) of this title;
- B) To approve the transfer; and
- C) For such other relief as seems just.

Dated this 30th day of September 2015.

Wells Law Office
Attorney for Applicant

By:



Timothy J. Wells, Esq.

J. Vaccaro to J.G. Wentworth Originations LLC
September 2015
INDEX TO ATTACHED EXHIBITS

<u>EXHIBIT</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
A.	TRANSFER AGREEMENT	1-11
B.	DISCLOSURE STATEMENT	12-13
C.	PROFESSIONAL REP. STATEMENT	14
D.	LIST OF DEPENDENTS	15
E.	NOTICE TO INSURANCE COMPANY	16

PURCHASE CONTRACT

This is a Purchase Contract ("Contract") for the sale of structured settlement payments between
J. Vaccaro (You, Your), and **J.G. Wentworth Originations, LLC (We, Us, Our)**
 3993 Howard Hughes Parkway, Suite 250, Las Vegas, NV 89169-6754.

BACKGROUND

- A. In connection with the resolution of a personal injury claim, You or someone acting for You, signed a Settlement Agreement that entitles You to receive certain future payments ("Settlement Payments"), according to a set schedule.
- B. Those Settlement Payments are being paid to You from an annuity policy ("Annuity Policy") purchased by the Person responsible for making the Settlement Payments to You ("Obligor").
- C. Rather than wait for the Settlement Payments to be made to You in the future, You want to sell all or some of those Settlement Payments ("Purchased Payments") to Us now for a lump sum.
- D. **THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH YOU SHOULD READ CAREFULLY, AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW DISPUTES BETWEEN YOU AND US ARE RESOLVED.**

DEFINED WORDS

Certain words used in this Contract have specific meanings, shown below.

Affiliate	An entity controlled by, controlling, or under common control with, another entity.
Annuity Policy	The policy purchased by the Obligor to ensure that the Settlement Payments are made to You as required by the Settlement Agreement.
Closing Documents	Any documents necessary to carry out the purchase of the Purchased Payments, other than the "Contract or Contract Documents" as defined below.
Contract or Contract Documents	Collectively, only this Contract and the Disclosure Statement.
Contract Date	The date Your signature at the end of this Contract is E-signed and date stamped. However, if You happen to sign this Contract before the number of days stated at the end of Your Disclosure Statement for waiting has passed, You will have no obligation under Your Contract until that time has passed.
Court Order	A legally binding ruling issued by a judge or properly empowered administrative officer, approving the sale of the Purchased Payments to Us ("Court Approval").
Disclosure Statement	The document which identifies for You, the Purchased Payments, expenses, Purchase Price and various other disclosures.
Encumbrance	Any claim, right, lien, policy loan, or restriction. In addition, this includes any limits on rights of ownership (such as the use, voting, transfer, receipt of income, etc.).
Funding Date	The date We pay You the Net Purchase Price.
Issuer	The insurance company that issued the Annuity Policy.

A 1

Obligor	The Person who is obligated to make payments to You under the Settlement Agreement.
Party	One of You or Us. Parties means both You and Us.
Person	Any natural person or legal entity.
Purchased Payments	Only those certain payments that We are purchasing from You under this Contract.
Purchase Price:	
Gross Purchase Price	The amount shown as the "gross amount payable to the seller (You)" on the Disclosure Statement. This is the sum We have agreed to pay You <i>before</i> any deductions as set forth in the Contract Documents.
Net Purchase Price	The amount shown as the "net amount payable to the seller (You)" on the Disclosure Statement. This is the sum We have agreed to pay You <i>after</i> any deductions as set forth in the Contract Documents.
Settlement Agreement	The agreement that You and the Obligor signed to resolve Your personal injury claim.
Settlement Payments	All of the payments that the Obligor has agreed to make to You in the Settlement Agreement.
We, Our, or Us	J.G. Wentworth Originations, LLC, along with any of its successors, assigns, and designees. Some of the Contract Documents or Closing Documents may refer to Us as the purchaser.
You or Your	The Person named on this Contract's first page. Some of the Contract Documents or Closing Documents may refer to You as the seller.

You and We agree as follows:

1. SALE OF THE PURCHASED PAYMENTS

- A. Upon the signing of this Contract and subject to certain conditions including Court Approval, You sell, transfer and assign to Us the right to receive the Purchased Payments specifically identified in the Disclosure Statement.
- B. We will pay You the Net Purchase Price as agreed to in the Contract Documents, subject to certain conditions, including meeting Our underwriting requirements, Court Approval and satisfactory completion of the Closing Documents. We will do this in exchange for You:
- selling the Purchased Payments to Us;
 - changing the beneficiary of the Annuity Policy to Your estate and not changing it again until We have been paid all of the Purchased Payments;
 - having any current beneficiaries waive their rights to the Purchased Payments; and
 - fulfilling Your promises under this Contract.
- C. If We are buying only a portion of Your payments, this will have no effect upon Your rights in the unsold portion. You will continue to receive the unsold portion unless You have already sold or encumbered that portion. However, sometimes the Issuer, the Obligor or the court may require Us to receive the entire amount of Your payment. If so, We will then forward the portion of the payment still due to You and You hereby agree to this payment servicing arrangement.

2. PURCHASE PRICE

- A. The Gross and Net Purchase Prices are shown on the Disclosure Statement and are fair and acceptable to You and Us.

- B. We will pay You the Net Purchase Price in the manner You designate for Us.
- C. Before we pay You, You agree that We will adjust for the following amounts, *if applicable*:
- Purchased Payments Owed to Us – The Issuer may have already paid You some of the Purchased Payments before We have paid You for them. If that happens, We will deduct the amount of those Purchased Payments.
 - Holdbacks – Due to possible delays in the Issuer beginning to make the Purchased Payments to Us instead of You, We will hold back an amount equal to any Purchased Payments that the Issuer owes Us post Court Approval, that are due within 90 days of the Funding Date. If We subsequently receive those particular Purchased Payments directly, We will return the amount of any related holdback to You.
 - Payment of Debts Owed – If You owe any past due child support, bankruptcy payoffs or taxes, or have any judgments or liens against You or Your assets, We may pay those amounts and deduct them from the amount We pay You, and You hereby provide Us with specific authority to take such action. We will provide You with notice of the amounts that We are going to pay, prior to actual payment.
- D. If any Purchased Payments are mistakenly sent to You after We have paid You for them, You will immediately contact Us. If We then determine that any deductions or holdbacks as set forth above are not enough to reimburse Us, We will advise You of the amount You owe Us. You agree to immediately send that amount to Us by bank or certified check.

3. YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant to Us the following:

- A. You understand that **THIS IS A SALE AND NOT A LOAN.**
- B. The Annuity Policy is in full force, You are the sole and undisputed recipient of the right to the Purchased Payments, have the right to sell them free and clear of any Encumbrances and have not previously sold any of the Purchased Payments to any other Person.
- C. You understand that Court Approval is required for this purchase; and You agree to fully cooperate with Us to obtain that approval.
- D. You gave Us all requested information and signed all documents necessary to complete the purchase. Every statement made by You in the Contract Documents and Closing Documents is true and complete.
- E. No law, divorce decree or other legal obstacle:
- requires You to keep the Purchased Payments for the benefit of a current or former spouse, dependent children, or other person; or
 - legally prevents You from contracting with Us, selling the Purchased Payments or changing the Annuity Policy's beneficiary.
- F. Either:
- You have never filed for bankruptcy, will not do so before the Funding Date and there are no lawsuits or efforts by any of Your creditors to put You into bankruptcy or take any of the Purchased Payments; or
 - If You filed for bankruptcy, the Purchased Payments were not subject to the claims of Your creditors. You will give Us a copy of any of Your bankruptcy documents that We request including evidence of a final bankruptcy payoff or case closing, if any.
- G. We can rely on Your representations, warranties, and promises in this Contract. These representations, warranties, and promises are for Our benefit and the benefit of any future owners of the Purchased Payments. You understand that Our reliance on any intentional misrepresentation by You may result in Our enforcing Our rights against You in court.

- H. You had enough time to consider the sale of the Purchased Payments, understand the terms of the Contract Documents and Closing Documents (including the arbitration provision), are of legal contracting age and sound mind, not under the influence of drugs or alcohol, and freely and voluntarily, enter into this Contract and agree to all of its terms.
- I. You were advised by Us to obtain independent legal advice and professional tax advice about the sale of the Purchased Payments and to have those advisors review the terms and legal, tax and other effects of this Contract with You prior to Your execution of this Contract. You have also explored all appropriate financial options before entering into this transaction.
- J. We did not provide tax, financial, or legal advice to You about this Contract and have advised You that We may not refer You to any specific attorney for such purpose.
- K. If You are married, Your spouse understands all of the terms and conditions of this Contract including, but not limited to the fact that, after the Funding Date, You (and Your spouse) will not receive the same amount of money on the same payment schedule as You would have received under the Annuity Policy. Your spouse has been provided with all information relating to the transaction and has had every opportunity to review the terms of the transaction and to seek any advice relating thereto. Your Spouse also understands that he or she will be giving up any property or contract rights that he or she may have in the Purchased Payments.
- L. We may sell, transfer, or assign Our right to the Purchased Payments in a sale, securitization, or other financing transaction (resale). Any resale would involve disclosing certain information about You (including Your personal information) to the parties to a resale.
- M. Any future owner of the right to the Purchased Payments will have all of the same rights We have, including the right to the duties You owe Us under this Contract. This includes the right to make a claim against You for violating any of the representations, warranties, or promises You made in this Contract.

4. **YOUR PROMISES TO US**

Before and after the Funding Date:

- A. You will tell us right away if Your address or telephone number changes and do everything necessary, including completing and signing all documents to:
- sell the right to the Purchased Payments to Us;
 - change the beneficiary as required by this Contract; and
 - correct any documentation errors in the Contract Documents or Closing Documents.
- B. You will also tell Us if any of the following occurs:
- a violation of this Contract; or
 - anything that could negatively affect the Annuity Policy, the Purchased Payments, or this Contract.
- C. You will not:
- agree to sell the Purchased Payments to any Person other than Us;
 - change the Annuity Policy's beneficiary to any Person other than Your estate until We have collected all of the Purchased Payments; or
 - withdraw cash from, borrow against, or change the Annuity Policy.
- D. You will give Us information necessary to update Your representations, warranties, and promises in this Contract. You will also update any documents and information so they will be true and complete on the Funding Date.

4

- E. We are now, and will continue in the future, to rely on the representations and warranties You have given Us. We will confirm the accuracy of Your representations and warranties. You must cooperate with this confirmation and provide complete access to any information We believe necessary.
- F. You agree that updating representations, warranties, promises, documents and other information will not cure a breach of any representation or warranty made by You that was not true and complete.
- G. You agree that Our obligation to You under this Contract is strictly limited to the requirement to pay You what We owe You under the terms of this Contract, after receipt and approval of the Closing Documents, final underwriting approval and Court Approval. Under no circumstances will We be liable for any consequential damages.
- H. You hereby appoint Us and any of Our designees, with full power of substitution as your Attorney in Fact, to act in Your name and place for the purpose of assigning and transferring ownership of any and all right, title and interest that You have in the Purchased Payments and for Us to obtain all benefits contemplated by this transaction. You also give Us full authority to act in any way proper and necessary to exercise this Attorney in Fact appointment including, but not limited to: (1) negotiating, endorsing and executing checks, drafts and other instruments in Your name; and (2) instituting, maintaining, compromising, settling and terminating any litigation or other proceedings related to the Purchased Payments. This power of attorney is coupled with an interest and shall survive death or disability.

5. CANCELLATION BY US

We may cancel this Contract before the Funding Date if:

- A. You breach any representation, warranty, or promise in any Contract Documents or Closing Documents.
- B. The petition for the Court Order is contested, opposed, or not approved.
- C. We are sued or threatened with a lawsuit or an arbitration about this Contract or the Annuity Policy.
- D. There is any threatened, pending, or final action, or change in law or rule challenging the legality of, or negatively affecting this transaction.
- E. You file for, or are forced into bankruptcy.
- F. You die.
- G. Final approval has not been given by Our underwriting department.
- H. The Purchase Contract is not signed by You and received back by Us by October 17, 2015.
- I. A major rating agency downgrades the Issuer's credit rating.
- J. The Issuer is, or becomes insolvent, or under regulatory supervision.
- K. With respect to A through J above, to the extent permitted by applicable law, the arbitration provision in Section 9 of this Contract shall survive the termination, cancellation or rescission of this Contract.

6. CANCELLATION BY YOU

A. (1) YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR FURTHER OBLIGATION AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS AFTER THE DATE YOU RECEIVE PAYMENT HEREUNDER FROM US. IN ORDER FOR THE CANCELLATION TO BE EFFECTIVE, YOU MUST SEND A NOTICE POSTMARKED AT ANY TIME WITHIN FIVE BUSINESS DAYS AFTER YOU RECEIVE PAYMENT HEREUNDER FROM US (This is the rescission period).

(2) YOUR NOTICE IS TO BE SENT EITHER BY CERTIFIED OR REGISTERED MAIL (RETURN RECEIPT REQUESTED) OR FEDEX OR ANOTHER MAJOR OVERNIGHT DELIVERY SERVICE. THE

NOTICE MUST INCLUDE A BANK OR CERTIFIED CHECK MADE PAYABLE TO US, IN THE FULL AMOUNT RECEIVED BY YOU. YOUR NOTICE MUST BE SENT TO:

J.G. Wentworth Originations, LLC
Attention: Manager of Operations
3993 Howard Hughes Parkway, Suite 250
Las Vegas, NV 89169-6754

- B. **GEORGIA RESIDENTS:** YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO 5:00 P.M. OF THE TWENTY-FIRST DAY FOLLOWING RECEIPT OF THE ENCLOSED "NOTICE OF CANCELLATION RIGHTS" FORM, OR AT THE HEARING ON THE APPLICATION FOR AUTHORIZATION OF A TRANSFER OF STRUCTURED SETTLEMENT PAYMENT RIGHTS, OR AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS AFTER YOU RECEIVE PAYMENT HEREUNDER FROM US, WHICHEVER EVENT OCCURS LAST (This is the Georgia rescission period). IN ORDER FOR THE CANCELLATION TO BE EFFECTIVE, YOU MUST SIGN THE ENCLOSED "NOTICE OF CANCELLATION RIGHTS" FORM AND MAIL OR DELIVER IT TO US AS SPECIFIED IN THAT NOTICE AND YOU MUST RETURN ALL AMOUNTS (PURCHASE PRICE OR OTHERWISE) RECEIVED BY YOU ACCORDING TO THE REQUIREMENTS OF 6 (A) (2) ABOVE.
- C. **WEST VIRGINIA RESIDENTS:** IN ORDER FOR YOUR CANCELLATION TO BE EFFECTIVE, YOUR NOTICE CAN BE SUBMITTED VIA PHONE, MAIL, OR FACSIMILE. ANY AMOUNTS ADVANCED BY US IN CONTEMPLATION OF THE TRANSFER SHALL BE IMMEDIATELY REFUNDED TO US. IF YOU DISMISS YOUR ACTION AFTER APPOINTMENT OF A GUARDIAN AD LITEM, OR RESCIND YOUR TRANSFER AGREEMENT (PURCHASE CONTRACT) WITHIN THE RESCISSION PERIOD IN 6(A) (1) ABOVE, YOU SHALL BE RESPONSIBLE FOR THE FILING FEE AND ANY GUARDIAN AD LITEM FEES.
- D. With respect to A through C above, to the extent permitted by applicable law, the arbitration provision in Section 9 of this Contract shall survive the termination, cancellation or rescission of this Contract.

7. NOTICES

- A. All notices about this Contract must be in writing.
- B. All notices must be sent either by: (1) certified or registered mail (return receipt requested); or (2) FedEx or another major overnight delivery service with a delivery tracking system and are considered given when delivered as follows: If to You: to the most recent address for You listed in Our files. If to Us: to the address listed in Section 6(A) (2) of this Contract.

8. EVENTS OF DEFAULT

You will be in default if You:

- A. fail to comply with any terms or conditions of this Contract; or
- B. breach any of Your representations, warranties and promises in this Contract.

If You are in default, even if You have not rejected the arbitration provision (see Section 9 of this Contract), We have the right to enforce Our rights against You in court to make You perform Your promises or to get money from You. If We sue You in court in connection with a Claim that is subject to arbitration under the arbitration provision in Section 9 of this Contract, and You have not rejected the arbitration provision, You will have the option of remaining in court or seeking to compel arbitration of that Claim under the terms of the arbitration provision.

6

9. ARBITRATION PROVISION

To the extent permitted by applicable law, You and We agree to the following arbitration provision.

YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION PROVISION AS SET FORTH BELOW. If You do not reject this arbitration provision and a Claim is arbitrated, You will not have the right to: (1) have a court or a jury decide the Claim; (2) engage in information gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.

Claims Subject to Arbitration. A "Claim" subject to arbitration is any claim, dispute or controversy between You and Us (other than an Excluded Claim or Proceeding as set forth below), whether preexisting, present or future, which arises out of, or relates to the Contract, the negotiations related thereto, the breach thereof or any other transaction conducted with us in connection with the Contract. "Claim" has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, third-party claims and federal, state, local and administrative claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity and includes claims for money damages and injunctive or declaratory relief. Upon the demand of You or Us, Claim(s) will be resolved by individual (not class or class-wide) binding arbitration in accordance with the terms specified in this arbitration provision.

Special Definitions. Solely for purposes of this arbitration provision, in addition to the meanings set forth in this Contract: (1) "We," "Us" and "Our" also (a) refer to Our employees, officers, directors, parents, controlling persons, subsidiaries and affiliates and (b) apply to third parties if You assert a Claim against such third parties in connection with a Claim you assert against Us; and (2) "You" or "Your" also refer to Your current or former spouse(s), children, heirs, estate, executors, successors, assigns, representatives and beneficiaries.

Excluded Claim or Proceeding. Notwithstanding the foregoing, "Claim" does not include any dispute or controversy about the validity, enforceability, coverage or scope of this arbitration provision or any part thereof (including, without limitation, the "Class Action Waiver" set forth below and/or this sentence); all such disputes or controversies are for a court and not an arbitrator to decide. However, any dispute or controversy that concerns the validity or enforceability of the Contract as a whole is for the arbitrator, not a court, to decide. In addition, We will not require You to arbitrate any individual action brought by You in small claims court or Your state's equivalent court, unless such action is transferred, removed, or appealed to a different court.

Federal Arbitration Act. Notwithstanding any other provision in this Contract, You and We agree that this Contract evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) ("FAA") shall govern its interpretation and enforcement and proceedings pursuant thereto. To the extent state law is applicable under the FAA, the law of the state of Your domicile (where You regularly reside on the Contract Date) shall apply.

Class Action Waiver. Notwithstanding any other provision of this Contract, if a Claim is arbitrated, neither You nor We will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other Persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision (provided, however, that the Class Action Waiver does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers including You. This means that We will not have the right to compel arbitration of any claim brought by such an agency). The Class Action Waiver is nonseverable from this arbitration provision. If the Class Action Waiver is limited, voided or found unenforceable, then this arbitration provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver.

Arbitration Procedures. If You or We seek to arbitrate a Claim, the Party seeking arbitration must notify the other Party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit, such as a motion to compel arbitration. Otherwise, Your notice must be sent to Us at the address specified in Section 6 (A) (2) of this Contract and Our notice must be sent to the most recent address for You in our files. Any arbitration hearing that You attend will take place in a venue of Your domicile. If a Party files a lawsuit in court asserting Claim(s) that are subject to arbitration, and the other Party files a motion to compel arbitration with the court, which is granted, it will be the responsibility of the Party prosecuting the Claim(s) to select an arbitration administrator in accordance with the paragraph below and commence the arbitration proceeding in accordance with the administrator's rules and procedures.

The arbitration will be administered by the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, 1-800-778-7879 or JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, www.jamsadr.com, 1-800-352-5267. The rules and forms of the AAA and JAMS may be obtained by writing to these organizations at the addresses listed above. If the AAA and JAMS are unable or unwilling to serve as administrator, the Parties may agree upon another administrator or, if they are unable to agree, a court shall determine the administrator. No company may serve as administrator, without the consent of all Parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of this arbitration provision. In the event of a conflict between the provisions of this arbitration provision, on the one hand, and other provisions of this Contract or any applicable rules of the AAA or JAMS or other administrator used, on the other hand, the provisions of this arbitration provision shall control.

A single arbitrator will be appointed by the administrator and must be a practicing attorney with ten or more years of experience or a retired judge. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. The arbitrator will honor statutes of limitation and claims of privilege recognized under applicable law. In determining liability or awarding damages or other relief, the arbitrator will follow this Contract and the applicable substantive law, consistent with the FAA and this Contract, that would apply if the matter had been brought in court. At Your written request, we will pay all filing, hearing and/or other fees charged by the administrator and arbitrator to You for Claim(s) asserted by You in arbitration after You have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which You reside. (If You have already paid a filing fee for asserting the Claim(s) in court, You will not be required to pay that amount again). In addition, the administrator may have a procedure whereby You can seek a waiver of fees charged to You by the administrator and arbitrator. We will always pay any fees or expenses that We are required to pay by law or the administrator's rules or that We are required to pay for this arbitration provision to be enforced. The arbitrator will have the authority to award attorneys' and expert witness fees and costs to the extent permitted by this Contract, the administrator's rules or applicable law. The arbitrator will always award You reasonable attorneys' and expert witness fees and costs (a) if and to the extent You prevail on Claims you assert against Us in an arbitration commenced by You and (b) to the extent required under applicable law for this arbitration provision to be enforced. The arbitrator shall write a brief explanation of the grounds for the decision. A judgment on the award may be entered by any court having jurisdiction.

Severability and Survival. If any part of this arbitration provision, other than the Class Action Waiver, is deemed or found to be unenforceable for any reason, the remainder shall be enforceable. To the extent permitted by applicable law, this arbitration provision shall survive the termination, cancellation or rescission of this Contract.

Effect of Arbitration Award. The arbitrator's award shall be final and binding on all Parties, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either Party exceeding \$50,000, any Party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing Party. The decision of the panel shall be by majority vote. Reference in this arbitration provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the above paragraph titled "Arbitration Procedures." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA.

Right to Reject Arbitration Provision. You may reject this arbitration provision by sending Us written notice of Your decision so that We receive it at the address listed below within forty-five (45) days of the Contract Date. Such notice must be sent by certified or registered mail (return receipt requested) or by FedEx or another major overnight delivery service with a delivery tracking system; must include a statement that You wish to reject the arbitration provision along with Your name, address, Account ID, number and Your signature; and must be delivered to Us at the address specified in Section 6 (A) (2) of this Contract. This is the sole and only method by which You can reject this arbitration provision. Upon receipt of a rejection notice, We will reimburse You for the standard cost of a certified or registered letter or overnight delivery. Rejection of this arbitration provision will not affect any other terms of this Contract and will not result in any adverse consequence to You. You agree that Our business records will be final and conclusive with respect to whether You rejected this arbitration provision in a timely and proper fashion. This arbitration provision will apply to You and Us unless you reject it by providing proper and timely notice as stated herein.

10. MISCELLANEOUS

- A. You give Us permission to conduct background checks on You, including obtaining information from the credit bureaus, in order to verify Your legal residence, contact information, and any other information We deem necessary for this transaction. We can also search records for UCC filings, bankruptcy filings, judgments, liens and child support obligations against You.
- B. This Contract is the entire agreement between You and Us.
- C. If there is more than one of Us or You, this Contract applies to all of those people together, and to each of them on their own.
- D. Both Parties must agree in writing to any change to this Contract or waiver of its terms.
- E. Except as set forth in the arbitration provision in Section 9 of this Contract, if a court undoes any part of this Contract, the rest of the Contract remains valid.
- F. You cannot voluntarily or involuntarily sell, assign, or transfer this Contract, or any of Your rights or duties under this Contract. Any such action taken by You in violation of this section shall be void and of no effect.
- G. Except as otherwise required by applicable law, the law of the state of Your domicile (where You regularly reside on the Contract Date) will govern this Contract and disputes under this Contract shall be determined in Your domicile State (where You regularly reside on the Contract Date).
- H. This Contract also holds responsible Your heirs, and executors. This Contract benefits only You and Us, and no one else. However, if properly assigned by Us, this Contract will bind and benefit Our successors and assigns.
- I. Failure to enforce any provision of this Contract is not a waiver of that provision.
- J. The Parties may sign this Contract in one or more counterparts. Each counterpart will be considered an original. All counterparts will form one Contract. A facsimile, pdf or other electronic copy of the signed Contract or any counterpart will be considered an original and treated as such in any court [or arbitration] proceeding.
- K. We have investigated the proposed transfer of the Purchased Payments and, in light of information available to Us, have identified no violation of any applicable state or federal law.
- L. You will not receive an IRS Form 1099 from Us.
- M. Titles and headings in this Contract are for convenience only. Do not use them to interpret this Contract.
- N. Except as otherwise set forth in this Contract (including the arbitration provision in Section 9 of this Contract), You and We will pay our respective costs and expenses in carrying out this Contract.
- O. You give Us permission to request from our Affiliates information and documentation You have previously provided to them which we deem necessary for this transaction, including, bankruptcy filings, judgments, settling documents, annuity documents, liens, child support obligations, divorce documents.

You and We, intending to be legally bound, have signed this Contract as of the Contract Date below, and agree to all of its terms and conditions, including the arbitration provision.

By signing below, You also acknowledge that You were advised by Us in writing, that You should obtain independent legal advice and professional tax advice about the sale of the Purchased Payments and to have those advisors review with You, the terms and legal, tax and other effects of this Contract.

SELLER:



J. Vaccaro



Date

9/25/2015

SELLER'S SPOUSE (if applicable)

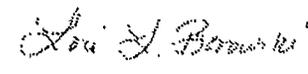


Spouse

Date

US: J.G. Wentworth Originations, LLC

BY:



Lori Borowski, Vice President

10

ACKNOWLEDGMENT

STATE OF Vermont

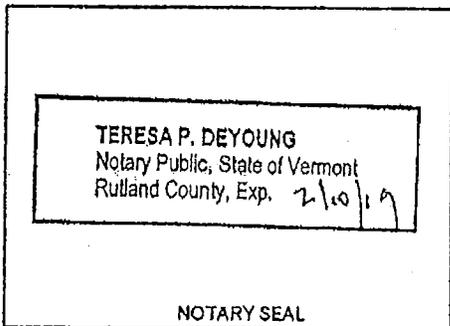
COUNTY OF Rutland

On 9/25/15 before me, Teresa P. DeYoung, PERSONALLY APPEARED
(DATE) NAME, TITLE OF OFFICER E.G. NOTARY PUBLIC

J. Vacaro

NAME(S) OF SIGNERS

 personally known to me -or- X proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Teresa P. DeYoung
SIGNATURE OF NOTARY

MY COMMISSION EXPIRES ON: 2/10/17

Description of Attached Document:

Title to Type of Document: PURCHASE CONTRACT

Document Date: 9/25/15 Number of Pages: 10

Signers Other Than Named Above: _____

September 2, 2015

**VERMONT
DISCLOSURE STATEMENT**

We will purchase the following payments (Purchased Payments) from You:

A) 60 monthly payments of \$685.00 each, beginning on March 1, 2035 and ending on February 1, 2040 B) 60 monthly payments of \$1,370.00 each, beginning on March 1, 2040 and ending on February 1, 2045 C) 120 monthly payments of \$1,720.00 each, beginning on March 1, 2045 and ending on February 1, 2055

(The remainder of the page intentionally left blank)

B 12

The aggregate amount of the Purchased Payments is \$329,700.00.

The discounted present value of the aggregate Purchased Payments at the federal interest rate of 2.20% is \$168,956.80. The discounted present value is the calculation of the current value of the transferred structured settlement payments (Purchased Payments) under federal standards for valuing annuities.

The gross amount payable to seller (You) is \$25,000.00.

No other expenses are incurred by You.

The net amount payable to the seller (You) is \$25,000.00.

Based on the net amount that You will receive in payment from Us and the amounts and timing of the structured settlement payments that You are selling to Us, this is the equivalent of interest payments to Us at a rate of 9.04% per year. PLEASE NOTE THAT THIS IS NOT A LOAN, BUT A SALE OF PAYMENT RIGHTS AND THE INTEREST FIGURE IS ONLY PROVIDED AS AN ILLUSTRATION OF THE ECONOMIC IMPACT OF THE SALE.

Notice of Cancellation Rights:

You may cancel without penalty or further obligation, not later than the fifth business day after Your receipt of payment from Us under the transfer agreement (Purchase Contract).

Please be advised there are no penalties or liquidated damages payable by You in the event of any breach of the transfer agreement (Purchase Contract) by You.

By signing below, You are confirming receipt of this Disclosure Statement at least 10 days prior to You executing the transfer agreement (Purchase Contract).

DocuSigned by:

J. Vaccaro
8AA38E9D06C446



J. VACCARO

Please complete and sign.

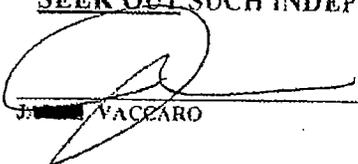
Account ID: 498721

STATEMENT OF PROFESSIONAL REPRESENTATION

Please Choose Either Box A OR Box B Below.

After you have made your choice, **SIGN AND DATE** the appropriate box signature line.
YOU SHOULD SIGN ONLY ONE BOX - THE BOX YOU HAVE CHOSEN.

A. I HAVE BEEN ADVISED BY J.G. WENTWORTH ORIGINATIONS, LLC ("JGW") THAT I SHOULD OBTAIN INDEPENDENT PROFESSIONAL REPRESENTATION CONCERNING THE LEGAL, TAX AND/OR FINANCIAL IMPLICATIONS OF THIS TRANSACTION. I FULLY UNDERSTAND THE PURCHASE AGREEMENT AND THE EFFECTS OF THE TRANSACTION AND I DO NOT WISH TO SEEK OUT SUCH INDEPENDENT PROFESSIONAL REPRESENTATION.


J. VACCARO

9/25/2015
Date

B. I HAVE OBTAINED INDEPENDENT REPRESENTATION AND I FULLY UNDERSTAND THE LEGAL, TAX AND/OR FINANCIAL IMPLICATIONS OF THE TRANSACTION, THE PURCHASE AGREEMENT AND THE RELATED DOCUMENTS. I WAS NOT REFERRED TO MY PROFESSIONAL ADVISOR BY JGW. THE NAME OF MY PROFESSIONAL ADVISOR IS SET FORTH BELOW:

J. VACCARO

Date

*To Be Completed By Certified Professional Advisor
Only if you have signed Box B Above*

Name of Professional: _____

Attorney ID # _____

Phone Number: () _____

Address: _____

I have personally met with and have provided independent professional advice to _____ in respect of the Purchase Contract with JGW and the transaction contemplated thereby. J. Vaccaro was referred to me by the _____.

Professional's Signature _____

Date _____



LIST OF DEPENDENTS

“Dependents” include your spouse and minor children and all other family members and other persons for whom you are legally obligated to provide support, including alimony.

I have dependent(s) as listed below:

Name of Dependent	Relationship	DOB	Age
A [redacted] Brown	Daughter	06/07/2012	3
C [redacted] Brown	Son	06/24/2013	

If no dependent(s), please check this box _____

DocuSigned by:

J [redacted] Vaccaro

6AA38F9DB08C445...

J [redacted] Vaccaro

9/11/2015

Date



September 28, 2015

Metropolitan Life Insurance Company
MRMR
2025 Leestown Road, Suite J
Lexington, KY 40511
Attn: Legal Department/Structured Settlements

MetLife Tower Resources Group, Inc.
MRMR
2025 Leestown Road, Suite J
Lexington, KY 40511
Attn: Legal Department/Structured Settlements

RE: Notice of Sale/Assignment of Payment Rights
Your Contract #: 111513
Payee: J. Vaccaro

Dear Insurer:

Please be advised that J.G. Wentworth Originations, LLC and/or its successors and assigns, have entered into a transaction with the above-referenced annuitant who is seeking to transfer certain of his/her rights to the payments scheduled to be received under the above-referenced annuity policy. We are currently seeking court approval pursuant to the applicable structured settlement transfer statute. Pursuant to the statute, please note the following information about the Purchaser:

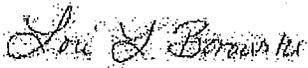
J.G. Wentworth Originations, LLC
201 King of Prussia Road, Suite 200
Radnor, PA 19087
Tax ID # 88-0513164

PLEASE NOTE: No payments under this annuity should be held until the courts have entered a final order and we have forwarded this order to you.

Very truly yours,

J.G. Wentworth Originations, LLC

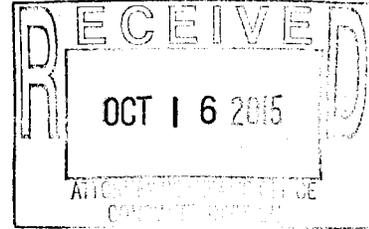
By:


Lori Borowski, Vice President

201 KING OF PRUSSIA ROAD, SUITE 200 • RADNOR, PA 19087
PHONE: (800) 790-4016 • FAX: (866) 455-8067

E 16

WELLS LAW OFFICE
POST OFFICE BOX 250
Westminster, Vermont 05158
TEL 802-722-4000
FAX 802-722-4005
WellsLawVt@aol.com



9October 2015

Vermont Attorney General's Office
109 State Street
Montpelier, VT 05609

RE: Application for Approval of Transfer of Structured Settlement Payments by and between JG wentworth Originations LLC and T. Murray

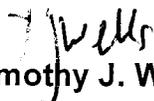
Superior court of Vermont, Orleans Unit – Civil Division
Docket Number: 263-10-15 Oscv

Dear Gentlemen/Ladies:

I represent JG Wentworth Originations, LLC. Please accept this letter for filing notice that the above named has applied for a transfer of structured settlement payments to my client. Enclosed you will find a copy of the Application for filing pursuant to 9 VSA §2480ff(c).

Should you have any questions at all about this process, please feel free to contact my office at the above number. I appreciate your time and consideration.

Sincerely,


Timothy J. Wells, Esq.

STATE OF VERMONT
ORLEANS UNIT

SUPERIOR COURT
CIVIL DIVISION

In re:)	
JG Wentworth Originations LLC)	
Applicant -Transferee.)	
)	
And	)	Docket # <u>263</u> -10-15 Oscv
)	
T. Murray)	
Payee - Transferor)	

NOTICE OF HEARING DATE AND DEADLINE

TO the following:

John Hancock Life Insurance Company
n/k/a John Hancock Life Insurance Company (USA)
Corporation Service Company
84 State Street #500
Boston, MA 02109-2230

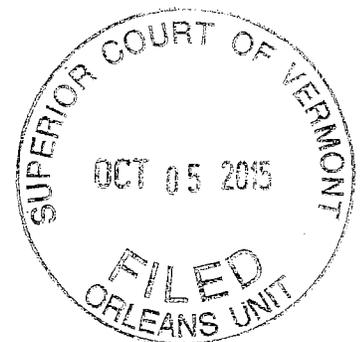
John Hancock Assignment Company
Corporation Service Company
2711 Centerville Road
Wilmington, DE 19808

And a Copy to the Corporate Attorney for John Hancock:

Drinker Biddle and Reath, LLP
Attn: Jenifer Smith, Esq.
One Logan Square
18th & Cherry Streets
Philadelphia, PA 19103

Vermont Attorney General's Office
109 State Street
Montpelier, Vermont 05609-1001

Vermont Office of Child Support
103 South Main Street
Waterbury, Vermont 05671-1901



Vermont Department of Taxes
Attn: Will S. Baker, Esq.
PO Box 429
133 State Street
Montpelier, VT 05633-1401

T. Murray
Newport, VT

PLEASE TAKE NOTICE that on the following date and time the Application for Approval of Structured Settlement Payment Rights by and between the above named shall be heard:

BEFORE: Presiding Superior Court Judge

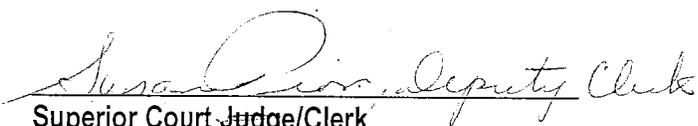
PLACE: Vermont Superior Court
Orleans Unit - Civil Division
247 Main Street
Newport, VT 05855
(802) 334-3305

DATE: November 17, 2015

TIME: 10:45 a.m.

Any interested parties shall have the right to file a response to said application. Any interested party is further advised that it is entitled to support, oppose, or otherwise respond to the application, by attending the hearing either in person or by counsel, by submitting written comments to the Court and counsel prior to the hearing, or by otherwise participating in the hearing. Written responses to the application may be filed with the Court, with copies to counsel, at any time until five (5) days prior to the hearing date, in order to be considered by the Court.

Dated this 8 day of October 2015.


Superior Court Judge/Clerk

STATE OF VERMONT
ORLEANS UNIT

SUPERIOR COURT
CIVIL DIVISION

In Re:)
J.G. Wentworth Originations LLC)
Applicant - Transferee. -) DOCKET NUMBER: ____-10-15 Oscv
)
And)
)
T. Murray)
Payee - Transferor, -)

APPLICATION FOR APPROVAL OF THE TRANSFER OF STRUCTURED
SETTLEMENT PAYMENT RIGHTS BY AND BETWEEN
PAYEE AND APPLICANT TRANSFEREE ABOVE NAMED

COMES NOW, the Applicant Transferee and pursuant to 9 VSA 2480aa, et seq., files this Application seeking approval of certain structured settlement payment rights, and in support thereof, states as follows:

1. This Application is filed pursuant to 9 VSA 2480aa, et seq. (the Vermont Transfer Act), seeking court approval of the transfer of a structured settlement.

2. The "Transferor" "Payee" is domiciled in Vermont and resides in the county in which the above captioned Superior Court, Civil Division is located. The Applicant, transferee above named, is a Nevada limited liability company with an address of 3993 Howard Hughes Parkway, Suite 250, Las Vegas, NV 89169-6754.

3. John Hancock Life Insurance Company n/k/a John Hancock Life Insurance Company (USA), Corporation Service Company, 84 State Street, #500, Boston, MA 02109-2230 is a corporation, which is incorporated in Michigan with a principal place of business in Boston, MA. John Hancock Assignment

Company, Corporation Service Company, 2711 Centerville Road, Wilmington, DE 19808 is a corporation, which is incorporated in Delaware.

4. As a result of the settlement of a wrongful death claim, the payee is entitled to receive certain structured settlement payments. The terms of the settlement provide that the Applicant is to receive periodic payments. (The "Periodic Payments"). The party obligated to make the payments under the settlement agreement is John Hancock Assignment Company (the "Structured Settlement Obligor").

5. In order to fund its obligation to make the settlement payments to the transferor, the Structured Settlement Obligor John Hancock Assignment Company purchased a commercial annuity from John Hancock Life Insurance Company n/k/a John Hancock Life Insurance Company USA (the "Annuity Issuer").

6. Federal law as codified in 26 USC § 5891 et. seq. requires that in order to avoid the imposition of a 40% excise tax, the transfer of structured settlement payments rights must be approved by a Qualified Order. Federal law defines a Qualified Order as, in pertinent part, the order of a court issued by the state where the payee, resides provided that such state has adopted a structured settlement transfer statute which in the case in Vermont.

7. Vermont has adopted a structured settlement transfer statute i.e. 9 VSA §2480aa et seq.

8. The transferor and transferee have entered into and executed a Purchase Agreement (the "Transfer Agreement" as defined by the Transfer Act).

A True copy the Transfer Agreement is attached hereto as Exhibit "A" and incorporated by reference herein in its entirety.

9. The payee, desiring to receive an immediate net lump sum payment of \$25,000.00 agreed, as set forth in the disclosure statements, to transfer to the applicant transferee, or its assigns, the right to receive the following payments:

A) 58 monthly payments of \$675.00 each beginning on November 15, 2015 and ending on August 15, 2020. The "Assigned Payments").

The Applicant Transferee above named timely provided to Transferor the required disclosures. True and correct copies of the Disclosure Statements are attached hereto collectively as Exhibit "B" and incorporated herein by reference in the entirety. The form, content, and typeface of the Disclosure Statements meet all of the requirements set forth in the Transfer Act.

10. The Transferor has established and verifies that the transfer is necessary, fair, reasonable, and appropriate, and in the best interests of the Transferor and the transferor's dependents if any taking into account the welfare and support of the payee's dependents if any, considering all relevant factors, including:

(A) the payee's ability to understand the financial terms and consequences of the transfer;

(B) the payee's capacity to meet his or her financial obligations, including the potential need for future medical treatment;

(C) the need, purpose, or reason for the transfer; and

(D) whether the transfer is fair and reasonable, considering the discount rate used to calculate the gross advance amount, the fees and expenses imposed on the payee, and whether the payee obtained more than one quote for

the same or a substantially similar transfer.

The interests of the Transferor and the transferor's dependents if any would be better served with an immediate transfer of these funds and it is not expected to subject the Transferor and the transferor's dependents if any to undue or unreasonable financial hardship in the future.

11. The transferor was advised in writing by transferee to seek independent professional advice regarding the financial advisability of the transfer and the other financial options available to the payee, if any, and that the payee has in fact received such advice; or such advice is unnecessary for good cause. See Statement of Professional Representation marked Exhibit "C" attached and incorporated herein by reference in its entirety.

12. The transfer complies with all requirements of the Transfer Act and will not contravene any other applicable law, statute or order of any court or other governmental authority.

13. Notice has been provided to the annuity issuer and structured settlement obligor of transferee's name, address and taxpayer identification number. See Copy of notice marked Exhibit "D" attached and incorporated herein by reference in its entirety.

14. List of transferor's dependents and their ages:
The transferor is unmarried and has the following dependents:

A. F. Hale child 2 years old.

See Copy of List of dependents marked Exhibit "E" attached and incorporated herein by reference in its entirety.

15. Prior Transfers:

To the best of the transferee's knowledge after making a reasonable inquiry to the payee, the structured settlement obligor, and the annuity issuer, there have not been any previous transfers or applications for transfer of any structured settlement payment rights of the payee. See Exhibit

"F" attached and incorporated herein by reference in its entirety.

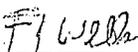
16. The Transferee will provide proper notice to all interested parties upon receipt of an Order setting this matter for hearing.

WHEREFORE, the applicant respectfully requests the honorable court, after conducting a hearing on the application, as follows:

- A) To determine that independent professional advice to the payee regarding the financial advisability of the transfer and the other financial options available to the payee, if any, is unnecessary pursuant to subdivision 9 VSA 2480dd (a) (2) of this title;
- B) To approve the transfer; and
- C) For such other relief as seems just.

Dated this 1st day of October 2015.

Attorney for Applicant

By: 
Timothy J. Wells, Esq.
Wells Law Office
PO Box 250
Westminster Vermont 05158
(802) 451-8218
WellsLawVt@aol.com

T. MURRAY TO JG WENTWORTH ORIGINATIONS LLC
OCTOBER 2015

INDEX TO EXHIBITS ATTACHED TO THE APPLICATION

<u>EXHIBIT</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
A.	TRANSFER AGREEMENT	1-10
B.	DISCLOSURE STATEMENTS	11-20
C.	STATEMENT PROFESSIONAL REPRESENTATION	21
D.	NOTICE TO ANNUITY ISSUER AND OBLIGOR	22
E.	LIST OF DEPENDENTS	23
F.	PRIOR TRANSFERS	24

PURCHASE CONTRACT

This is a Purchase Contract ("Contract") for the sale of structured settlement payments between
 T. Murray (You, Your) and J.G. Wentworth Originations, LLC (We, Us, Our)
 3993 Howard Hughes Parkway, Suite 250, Las Vegas, NV 89169-6754.

BACKGROUND

- A. In connection with the resolution of a personal injury claim, You or someone acting for You, signed a Settlement Agreement that entitles You to receive certain future payments ("Settlement Payments"), according to a set schedule.
- B. Those Settlement Payments are being paid to You from an annuity policy ("Annuity Policy") purchased by the Person responsible for making the Settlement Payments to You ("Obligor").
- C. Rather than wait for the Settlement Payments to be made to You in the future, You want to sell all or some of those Settlement Payments ("Purchased Payments") to Us now for a lump sum.
- D. **THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH YOU SHOULD READ CAREFULLY, AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW DISPUTES BETWEEN YOU AND US ARE RESOLVED.**

DEFINED WORDS

Certain words used in this Contract have specific meanings, shown below.

Affiliate	An entity controlled by, controlling, or under common control with, another entity.
Annuity Policy	The policy purchased by the Obligor to ensure that the Settlement Payments are made to You as required by the Settlement Agreement.
Closing Documents	Any documents necessary to carry out the purchase of the Purchased Payments, other than the "Contract or Contract Documents" as defined below.
Contract or Contract Documents	Collectively, only this Contract and the Disclosure Statement.
Contract Date	The date Your signature at the end of this Contract is notarized. However, if You happen to sign this Contract before the number of days stated at the end of Your Disclosure Statement for waiting has passed, You will have no obligation under Your Contract until that time has passed.
Court Order	A legally binding ruling issued by a judge or properly empowered administrative officer, approving the sale of the Purchased Payments to Us ("Court Approval").
Disclosure Statement	The document which identifies for You, the Purchased Payments; expenses, Purchase Price and various other disclosures.
Encumbrance	Any claim, right, lien, policy loan, or restriction. In addition, this includes any limits on rights of ownership (such as the use, voting, transfer, receipt of income, etc.).
Funding Date	The date We pay You the Net Purchase Price.
Issuer	The insurance company that issued the Annuity Policy.

A1

Obligor	The Person who is obligated to make payments to You under the Settlement Agreement.
Party	One of You or Us. Parties means both You and Us.
Person	Any natural person or legal entity.
Purchased Payments	Only those certain payments that We are purchasing from You under this Contract.
Purchase Price:	
Gross Purchase Price	The amount shown as the "gross amount payable to the seller (You)" on the Disclosure Statement. This is the sum We have agreed to pay You <i>before</i> any deductions as set forth in the Contract Documents.
Net Purchase Price	The amount shown as the "net amount payable to the seller (You)" on the Disclosure Statement. This is the sum We have agreed to pay You <i>after</i> any deductions as set forth in the Contract Documents.
Settlement Agreement	The agreement that You and the Obligor signed to resolve Your personal injury claim.
Settlement Payments	All of the payments that the Obligor has agreed to make to You in the Settlement Agreement.
We, Our, or Us	J.G. Wentworth Originations, LLC, along with any of its successors, assigns, and designees. Some of the Contract Documents or Closing Documents may refer to Us as the purchaser.
You or Your	The Person named on this Contract's first page. Some of the Contract Documents or Closing Documents may refer to You as the seller.

You and We agree as follows:

1. SALE OF THE PURCHASED PAYMENTS

- A. Upon the signing of this Contract and subject to certain conditions including Court Approval, You sell, transfer and assign to Us the right to receive the Purchased Payments specifically identified in the Disclosure Statement.
- B. We will pay You the Net Purchase Price as agreed to in the Contract Documents, subject to certain conditions, including meeting Our underwriting requirements, Court Approval and satisfactory completion of the Closing Documents. We will do this in exchange for You:
- selling the Purchased Payments to Us;
 - changing the beneficiary of the Annuity Policy to Your estate and not changing it again until We have been paid all of the Purchased Payments;
 - having any current beneficiaries waive their rights to the Purchased Payments; and
 - fulfilling Your promises under this Contract.
- C. If We are buying only a portion of Your payments, this will have no effect upon Your rights in the unsold portion. You will continue to receive the unsold portion unless You have already sold or encumbered that portion. However, sometimes the Issuer, the Obligor or the court may require Us to receive the entire amount of Your payment. If so, We will then forward the portion of the payment still due to You and You hereby agree to this payment servicing arrangement.

2. PURCHASE PRICE

- A. The Gross and Net Purchase Prices are shown on the Disclosure Statement and are fair and acceptable to You and Us.

2

- B. We will pay You the Net Purchase Price in the manner You designate for Us.
- C. Before we pay You, You agree that We will adjust for the following amounts, *if applicable*:

- **Purchased Payments Owed to Us** – The Issuer may have already paid You some of the Purchased Payments before We have paid You for them. If that happens, We will deduct the amount of those Purchased Payments.
- **Holdbacks** – Due to possible delays in the Issuer beginning to make the Purchased Payments to Us instead of You, We will hold back an amount equal to any Purchased Payments that the Issuer owes Us post Court Approval, that are due within 90 days of the Funding Date. If We subsequently receive those particular Purchased Payments directly, We will return the amount of any related holdback to You.
- **Payment of Debts Owed** – If You owe any past due child support, bankruptcy payoffs or taxes, or have any judgments or liens against You or Your assets, We may pay those amounts and deduct them from the amount We pay You, and You hereby provide Us with specific authority to take such action. We will provide You with notice of the amounts that We are going to pay, prior to actual payment.

- D. If any Purchased Payments are mistakenly sent to You after We have paid You for them, You will immediately contact Us. If We then determine that any deductions or holdbacks as set forth above are not enough to reimburse Us, We will advise You of the amount You owe Us. You agree to immediately send that amount to Us by bank or certified check.

3. YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant to Us the following:

- A. You understand that **THIS IS A SALE AND NOT A LOAN.**
- B. The Annuity Policy is in full force, You are the sole and undisputed recipient of the right to the Purchased Payments, have the right to sell them free and clear of any Encumbrances and have not previously sold any of the Purchased Payments to any other Person.
- C. You understand that Court Approval is required for this purchase; and You agree to fully cooperate with Us to obtain that approval.
- D. You gave Us all requested information and signed all documents necessary to complete the purchase. Every statement made by You in the Contract Documents and Closing Documents is true and complete.
- E. No law, divorce decree or other legal obstacle:
- requires You to keep the Purchased Payments for the benefit of a current or former spouse, dependent children, or other person; or
 - legally prevents You from contracting with Us, selling the Purchased Payments or changing the Annuity Policy's beneficiary.
- F. Either:
- You have never filed for bankruptcy, will not do so before the Funding Date and there are no lawsuits or efforts by any of Your creditors to put You into bankruptcy or take any of the Purchased Payments; or
 - If You filed for bankruptcy, the Purchased Payments were not subject to the claims of Your creditors. You will give Us a copy of any of Your bankruptcy documents that We request including evidence of a final bankruptcy payoff or case closing, if any.
- G. We can rely on Your representations, warranties, and promises in this Contract. These representations, warranties, and promises are for Our benefit and the benefit of any future owners of the Purchased Payments. You understand that Our reliance on any intentional misrepresentation by You may result in Our enforcing Our rights against You in court.

3

- H. You had enough time to consider the sale of the Purchased Payments, understand the terms of the Contract Documents and Closing Documents (including the arbitration provision), are of legal contracting age and sound mind, not under the influence of drugs or alcohol, and freely and voluntarily, enter into this Contract and agree to all of its terms.
- I. You were advised by Us to obtain independent legal advice and professional tax advice about the sale of the Purchased Payments and to have those advisors review the terms and legal, tax and other effects of this Contract with You prior to Your execution of this Contract. You have also explored all appropriate financial options before entering into this transaction.
- J. We did not provide tax, financial, or legal advice to You about this Contract and have advised You that We may not refer You to any specific attorney for such purpose.
- K. If You are married, Your spouse understands all of the terms and conditions of this Contract including, but not limited to the fact that, after the Funding Date, You (and Your spouse) will not receive the same amount of money on the same payment schedule as You would have received under the Annuity Policy. Your spouse has been provided with all information relating to the transaction and has had every opportunity to review the terms of the transaction and to seek any advice relating thereto. Your Spouse also understands that he or she will be giving up any property or contract rights that he or she may have in the Purchased Payments.
- L. We may sell, transfer, or assign Our right to the Purchased Payments in a sale, securitization, or other financing transaction (resale). Any resale would involve disclosing certain information about You (including Your personal information) to the parties to a resale.
- M. Any future owner of the right to the Purchased Payments will have all of the same rights We have, including the right to the duties You owe Us under this Contract. This includes the right to make a claim against You for violating any of the representations, warranties, or promises You made in this Contract.

4. YOUR PROMISES TO US

Before and after the Funding Date:

- A. You will tell us right away if Your address or telephone number changes and do everything necessary, including completing and signing all documents to:
- sell the right to the Purchased Payments to Us;
 - change the beneficiary as required by this Contract; and
 - correct any documentation errors in the Contract Documents or Closing Documents.
- B. You will also tell Us if any of the following occurs:
- a violation of this Contract; or
 - anything that could negatively affect the Annuity Policy, the Purchased Payments, or this Contract.
- C. You will not:
- agree to sell the Purchased Payments to any Person other than Us;
 - change the Annuity Policy's beneficiary to any Person other than Your estate until We have collected all of the Purchased Payments; or
 - withdraw cash from, borrow against, or change the Annuity Policy.
- D. You will give Us information necessary to update Your representations, warranties, and promises in this Contract. You will also update any documents and information so they will be true and complete on the Funding Date.

4

- E. We are now, and will continue in the future, to rely on the representations and warranties You have given Us. We will confirm the accuracy of Your representations and warranties. You must cooperate with this confirmation and provide complete access to any information We believe necessary.
- F. You agree that updating representations, warranties, promises, documents and other information will not constitute a breach of any representation or warranty made by You that was not true and complete.
- G. You agree that Our obligation to You under this Contract is strictly limited to the requirement to pay You what We owe You under the terms of this Contract, after receipt and approval of the Closing Documents, final underwriting approval and Court Approval. Under no circumstances will We be liable for any consequential damages.
- H. You hereby appoint Us and any of Our designees, with full power of substitution as your Attorney in Fact, to act in Your name and place for the purpose of assigning and transferring ownership of any and all right, title and interest that You have in the Purchased Payments and for Us to obtain all benefits contemplated by this transaction. You also give Us full authority to act in any way proper and necessary to exercise this Attorney in Fact appointment including, but not limited to: (1) negotiating, endorsing and executing checks, drafts and other instruments in Your name; and (2) instituting, maintaining, compromising, settling and terminating any litigation or other proceedings related to the Purchased Payments. This power of attorney is coupled with an interest and shall survive death or disability.

5. CANCELLATION BY US

We may cancel this Contract before the Funding Date if:

- A. You breach any representation, warranty, or promise in any Contract Documents or Closing Documents.
- B. The petition for the Court Order is contested, opposed, or not approved.
- C. We are sued or threatened with a lawsuit or an arbitration about this Contract or the Annuity Policy.
- D. There is any threatened, pending, or final action, or change in law or rule challenging the legality of, or negatively affecting this transaction.
- E. You file for, or are forced into bankruptcy.
- F. You die.
- G. Final approval has not been given by Our underwriting department.
- H. The Purchase Contract is not signed by You and received back by Us by October 31, 2015.
- I. A major rating agency downgrades the Issuer's credit rating.
- J. The Issuer is, or becomes insolvent, or under regulatory supervision.
- K. With respect to A through J above, to the extent permitted by applicable law, the arbitration provision in Section 9 of this Contract shall survive the termination, cancellation or rescission of this Contract.

6. CANCELLATION BY YOU

- A. (1) YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR FURTHER OBLIGATION AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS AFTER THE DATE YOU RECEIVE PAYMENT HEREUNDER FROM US. IN ORDER FOR THE CANCELLATION TO BE EFFECTIVE, YOU MUST SEND A NOTICE POSTMARKED AT ANY TIME WITHIN FIVE BUSINESS DAYS AFTER YOU RECEIVE PAYMENT HEREUNDER FROM US. (This is the rescission period).
- (2) YOUR NOTICE IS TO BE SENT EITHER BY CERTIFIED OR REGISTERED MAIL (RETURN RECEIPT REQUESTED) OR FEDEX OR ANOTHER MAJOR OVERNIGHT DELIVERY SERVICE. THE

NOTICE MUST INCLUDE A BANK OR CERTIFIED CHECK MADE PAYABLE TO US, IN THE FULL AMOUNT RECEIVED BY YOU, YOUR NOTICE MUST BE SENT TO:

J.G. Wentworth Originations, LLC
 Attention: Manager of Operations
 3993 Howard Hughes Parkway, Suite 250
 Las Vegas, NV 89169-6759

- B. **GEORGIA RESIDENTS:** YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO 5:00 P.M. OF THE TWENTY-FIRST DAY FOLLOWING RECEIPT OF THE ENCLOSED "NOTICE OF CANCELLATION RIGHTS" FORM, OR AT THE HEARING ON THE APPLICATION FOR AUTHORIZATION OF A TRANSFER OF STRUCTURED SETTLEMENT PAYMENT RIGHTS, OR AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS AFTER YOU RECEIVE PAYMENT HEREUNDER FROM US, WHICHEVER EVENT OCCURS LAST (This is the Georgia rescission period). IN ORDER FOR THE CANCELLATION TO BE EFFECTIVE, YOU MUST SIGN THE ENCLOSED "NOTICE OF CANCELLATION RIGHTS" FORM AND MAIL OR DELIVER IT TO US AS SPECIFIED IN THAT NOTICE AND YOU MUST RETURN ALL AMOUNTS (PURCHASE PRICE OR OTHERWISE) RECEIVED BY YOU ACCORDING TO THE REQUIREMENTS OF 6 (A) (2) ABOVE.
- C. **WEST VIRGINIA RESIDENTS:** IN ORDER FOR YOUR CANCELLATION TO BE EFFECTIVE, YOUR NOTICE CAN BE SUBMITTED VIA PHONE, MAIL, OR FACSIMILE. ANY AMOUNTS ADVANCED BY US IN CONTEMPLATION OF THE TRANSFER SHALL BE IMMEDIATELY REFUNDED TO US. IF YOU DISMISS YOUR ACTION AFTER APPOINTMENT OF A GUARDIAN AD LITEM, OR RESCIND YOUR TRANSFER AGREEMENT (PURCHASE CONTRACT) WITHIN THE RESCISSION PERIOD IN 6(A) (1) ABOVE, YOU SHALL BE RESPONSIBLE FOR THE FILING FEE AND ANY GUARDIAN AD LITEM FEES.
- D. With respect to A through C above, to the extent permitted by applicable law, the arbitration provision in Section 9 of this Contract shall survive the termination, cancellation or rescission of this Contract.

7. NOTICES

- A. All notices about this Contract must be in writing.
- B. All notices must be sent either by: (1) certified or registered mail (return receipt requested); or (2) FedEx or another major overnight delivery service with a delivery tracking system and are considered given when delivered as follows: If to You: to the most recent address for You listed in Our files. If to Us: to the address listed in Section 6(A) (2) of this Contract.

8. EVENTS OF DEFAULT

You will be in default if You:

- A. fail to comply with any terms or conditions of this Contract; or
- B. breach any of Your representations, warranties and promises in this Contract.

If You are in default, even if You have not rejected the arbitration provision (see Section 9 of this Contract), We have the right to enforce Our rights against You in court to make You perform Your promises or to get money from You. If We sue You in court in connection with a Claim that is subject to arbitration under the arbitration provision in Section 9 of this Contract, and You have not rejected the arbitration provision, You will have the option of remaining in court or seeking to compel arbitration of that Claim under the terms of the arbitration provision.

9. ARBITRATION PROVISION

To the extent permitted by applicable law, You and We agree to the following arbitration provision:

YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION PROVISION AS SET FORTH BELOW. If You do not reject this arbitration provision and a Claim is arbitrated, You will not have the right to: (1) have a court or a jury decide the Claim; (2) engage in information gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.

Claims Subject to Arbitration. A "Claim" subject to arbitration is any claim, dispute or controversy between You and Us (other than an Excluded Claim or Proceeding as set forth below), whether preexisting, present or future, which arises out of, or relates to the Contract, the negotiations related thereto, the breach thereof or any other transaction conducted with us in connection with the Contract. "Claim" has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, third-party claims and federal, state, local and administrative claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity and includes claims for money damages and injunctive or declaratory relief. Upon the demand of You or Us, Claim(s) will be resolved by individual (not class or class-wide) binding arbitration in accordance with the terms specified in this arbitration provision.

Special Definitions. Solely for purposes of this arbitration provision; in addition to the meanings set forth in this Contract: (1) "We," "Us" and "Our" also (a) refer to Our employees, officers, directors, parents, controlling persons, subsidiaries and affiliates and (b) apply to third parties if You assert a Claim against such third parties in connection with a Claim you assert against Us; and (2) "You" or "Your" also refer to Your current or former spouse(s), children, heirs, estate, executors, successors, assigns, representatives and beneficiaries.

Excluded Claim or Proceeding. Notwithstanding the foregoing, "Claim" does not include any dispute or controversy about the validity, enforceability, coverage or scope of this arbitration provision or any part thereof (including, without limitation, the "Class Action Waiver" set forth below and/or this sentence); all such disputes or controversies are for a court and not an arbitrator to decide. However, any dispute or controversy that concerns the validity or enforceability of the Contract as a whole is for the arbitrator, not a court, to decide. In addition, We will not require You to arbitrate any individual action brought by You in small claims court or Your state's equivalent court, unless such action is transferred, removed, or appealed to a different court.

Federal Arbitration Act. Notwithstanding any other provision in this Contract, You and We agree that this Contract evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) ("FAA") shall govern its interpretation and enforcement and proceedings pursuant thereto. To the extent state law is applicable under the FAA, the law of the state of Your domicile (where You regularly reside on the Contract Date) shall apply.

Class Action Waiver. Notwithstanding any other provision of this Contract, if a Claim is arbitrated, neither You nor We will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other Persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision (provided, however, that the Class Action Waiver does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers including You. This means that We will not have the right to compel arbitration of any claim brought by such an agency). The Class Action Waiver is nonseverable from this arbitration provision. If the Class Action Waiver is limited, voided or found unenforceable, then this arbitration provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver.

Arbitration Procedures. If You or We seek to arbitrate a Claim, the Party seeking arbitration must notify the other Party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit, such as a motion to compel arbitration. Otherwise, Your notice must be sent to Us at the address specified in Section 6 (A) (2) of this Contract and Our notice must be sent to the most recent address for You in our files. Any arbitration hearing that You attend will take place in a venue of Your domicile. If a Party files a lawsuit in court asserting Claim(s) that are subject to arbitration, and the other Party files a motion to compel arbitration with the court, which is granted, it will be the responsibility of the Party prosecuting the Claim(s) to select an arbitration administrator in accordance with the paragraph below and commence the arbitration proceeding in accordance with the administrator's rules and procedures.

7

The arbitration will be administered by the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, 1-800-778-7879 or JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, www.jamsadr.com, 1-800-352-5267. The rules and forms of the AAA and JAMS may be obtained by writing to these organizations at the addresses listed above. If the AAA and JAMS are unable or unwilling to serve as administrator, the Parties may agree upon another administrator or, if they are unable to agree, a court shall determine the administrator. No company may serve as administrator, without the consent of all Parties. It adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of this arbitration provision. In the event of a conflict between the provisions of this arbitration provision, on the one hand, and other provisions of this Contract or any applicable rules of the AAA or JAMS or other administrator used, on the other hand, the provisions of this arbitration provision shall control.

A single arbitrator will be appointed by the administrator and must be a practicing attorney with ten or more years of experience or a retired judge. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court or by state or local laws that relate to arbitration proceedings. The arbitrator will honor statutes of limitation and claims of privilege recognized under applicable law. In determining liability or awarding damages or other relief, the arbitrator will follow this Contract and the applicable substantive law, consistent with the FAA and this Contract, that would apply if the matter had been brought in court. At Your written request, we will pay all filing, hearing and/or other fees charged by the administrator and arbitrator to You for Claim(s) asserted by You in arbitration after You have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which You reside. (If You have already paid a filing fee for asserting the Claim(s) in court, You will not be required to pay that amount again). In addition, the administrator may have a procedure whereby You can seek a waiver of fees charged to You by the administrator and arbitrator. We will always pay any fees or expenses that We are required to pay by law or the administrator's rules or that We are required to pay for this arbitration provision to be enforced. The arbitrator will have the authority to award attorneys' and expert witness fees and costs to the extent permitted by this Contract, the administrator's rules or applicable law. The arbitrator will always award You reasonable attorneys' and expert witness fees and costs (a) if and to the extent You prevail on Claims you assert against Us in an arbitration commenced by You and (b) to the extent required under applicable law for this arbitration provision to be enforced. The arbitrator shall write a brief explanation of the grounds for the decision. A judgment on the award may be entered by any court having jurisdiction.

Severability and Survival. If any part of this arbitration provision, other than the Class Action Waiver, is deemed or found to be unenforceable for any reason, the remainder shall be enforceable. To the extent permitted by applicable law, this arbitration provision shall survive the termination, cancellation or rescission of this Contract.

Effect of Arbitration Award. The arbitrator's award shall be final and binding on all Parties, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either Party exceeding \$50,000, any Party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing Party. The decision of the panel shall be by majority vote. Reference in this arbitration provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the above paragraph titled "Arbitration Procedures." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA.

Right to Reject Arbitration Provision. You may reject this arbitration provision by sending Us written notice of Your decision so that We receive it at the address listed below within forty-five (45) days of the Contract Date. Such notice must be sent by certified or registered mail (return receipt requested) or by FedEx or another major overnight delivery service with a delivery tracking system; must include a statement that You wish to reject the arbitration provision along with Your name, address, Account ID, number and Your signature; and must be delivered to Us at the address specified in Section 6 (A) (2) of this Contract. This is the sole and only method by which You can reject this arbitration provision. Upon receipt of a rejection notice, We will reimburse You for the standard cost of a certified or registered letter or overnight delivery. Rejection of this arbitration provision will not affect any other terms of this Contract and will not result in any adverse consequence to You. You agree that Our business records will be final and conclusive with respect to whether You rejected this arbitration provision in a timely and proper fashion. This arbitration provision will apply to You and Us unless you reject it by providing proper and timely notice as stated herein.

8

10. MISCELLANEOUS

- A. You give Us permission to conduct background checks on You, including obtaining information from the credit bureaus, in order to verify Your legal residence, contact information, and any other information We deem necessary for this transaction. We can also search records for UCC filings, bankruptcy filings, judgments, liens and child support obligations against You.
- B. This Contract is the entire agreement between You and Us.
- C. If there is more than one of Us or You, this Contract applies to all of those people together, and to each of them on their own.
- D. Both Parties must agree in writing to any change to this Contract or waiver of its terms.
- E. Except as set forth in the arbitration provision in Section 9 of this Contract, if a court undoes any part of this Contract, the rest of the Contract remains valid.
- F. You cannot voluntarily or involuntarily sell, assign, or transfer this Contract, or any of Your rights or duties under this Contract. Any such action taken by You in violation of this section shall be void and of no effect.
- G. Except as otherwise required by applicable law, the law of the state of Your domicile (where You regularly reside on the Contract Date) will govern this Contract and disputes under this Contract shall be determined in Your domicile State (where You regularly reside on the Contract Date).
- H. This Contract also holds responsible Your heirs, and executors. This Contract benefits only You and Us, and no one else. However, if properly assigned by Us, this Contract will bind and benefit Our successors and assigns.
- I. Failure to enforce any provision of this Contract is not a waiver of that provision.
- J. The Parties may sign this Contract in one or more counterparts. Each counterpart will be considered an original. All counterparts will form one Contract. A facsimile, pdf or other electronic copy of the signed Contract or any counterpart will be considered an original and treated as such in any court (or arbitration) proceeding.
- K. We have investigated the proposed transfer of the Purchased Payments and, in light of information available to Us, have identified no violation of any applicable state or federal law.
- L. You will not receive an IRS Form 1099 from Us.
- M. Titles and headings in this Contract are for convenience only. Do not use them to interpret this Contract.
- N. Except as otherwise set forth in this Contract (including the arbitration provision in Section 9 of this Contract), You and We will pay our respective costs and expenses in carrying out this Contract.
- O. You give Us permission to request from our Affiliates information and documentation You have previously provided to them which we deem necessary for this transaction, including, bankruptcy filings, judgments, settling documents, annuity documents, liens, child support obligations, divorce documents.

You and We, intending to be legally bound, have signed this Contract as of the Contract Date below, and agree to all of its terms and conditions, including the arbitration provision.

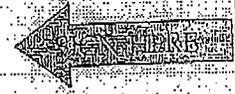
By signing below, You also acknowledge that You were advised by Us in writing, that You should obtain independent legal advice and professional tax advice about the sale of the Purchased Payments and to have those advisors review with You, the terms and legal, tax and other effects of this Contract.

Sworn to and subscribed by before me this 20th day of July, 2015 ("Contract Date")

SELLER:

Guinevere M. Hartley
Notary

[Signature]
T. Murray



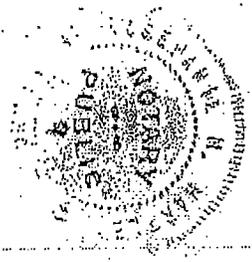
Acknowledged and Agreed:

Sworn to and subscribed before me this _____ day of _____, 20____

SELLER'S SPOUSE (if applicable)

Notary

Spouse



US: J.G. Wentworth Originations, LLC

BY: [Signature]
Lofi Borowski, Vice President

September 15, 2015 ✓

VERMONT
DISCLOSURE STATEMENT

We will purchase the following payments (Purchased Payments) from You:

- A) \$8 monthly payments of \$675.00 each, beginning on November 15, 2015 and ending on August 15, 2020 ✓

(The remainder of the page intentionally left blank)

B 4

September 15, 2015

The aggregate amount of the Purchased Payments is \$39,150.00. ✓

The discounted present value of the aggregate Purchased Payments at the federal interest rate of 2.20% is \$37,060.46. The discounted present value is the calculation of the current value of the transferred structured settlement payments (Purchased Payments) under federal standards for valuing annuities.

The gross amount payable to seller (You) is \$25,000.00. ✓

No other expenses are incurred by You. ✓

The net amount payable to the seller (You) is \$25,000.00.

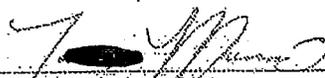
Based on the net amount that You will receive in payment from Us and the amounts and timing of the structured settlement payments that You are selling to Us, this is the equivalent of interest payments to Us at a rate of 20.95% per year. PLEASE NOTE THAT THIS IS NOT A LOAN, BUT A SALE OF PAYMENT RIGHTS AND THE INTEREST FIGURE IS ONLY PROVIDED AS AN ILLUSTRATION OF THE ECONOMIC IMPACT OF THE SALE.

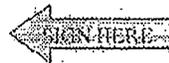
Notice of Cancellation Rights:

You may cancel without penalty or further obligation, not later than the fifth business day after Your receipt of payment from Us under the transfer agreement (Purchase Contract).

Please be advised there are no penalties or liquidated damages payable by You in the event of any breach of the transfer agreement (Purchase Contract) by You.

By signing below, You are confirming receipt of this Disclosure Statement at least 10 days prior to You executing the transfer agreement (Purchase Contract).


T. MURRAY



12

September 15, 2015

CONNECTICUT
DISCLOSURE STATEMENT

We will purchase the following payments (Purchased Payments) from You:

A) 58 monthly payments of \$675.00 each, beginning on November 15, 2015 and ending on August 15, 2020

(THE REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK)

September 15, 2015

The aggregate amount of the Purchased Payments is \$39,150.00 ✓

The discounted present value of the aggregate Purchased Payments at the federal interest rate of 2.20% is \$37,060.46. The discounted present value is the calculation of the current value of the transferred structured settlement payments (Purchased Payments) under federal standards for valuing annuities.

The gross amount payable to seller is \$25,000.00 ✓

No other expenses are incurred by you. ✓

The net amount payable to the seller (You) is \$25,000.00.

Based on the net amount that You will receive in payment from Us and the amounts and timing of the structured settlement payments that You are selling to Us, this is the equivalent of interest payments to Us at a rate of 20.95% per year. PLEASE NOTE THAT THIS IS NOT A LOAN, BUT A SALE OF PAYMENT RIGHTS AND THE INTEREST FIGURE IS ONLY PROVIDED AS AN ILLUSTRATION OF THE ECONOMIC IMPACT OF THE SALE.

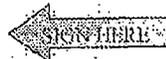
Notice of Cancellation Rights:

You may cancel without penalty or further obligation, not later than the fifth business day after Your receipt of payment from Us under the transfer agreement (Purchase Contract).

Please be advised there are no penalties or liquidated damages payable by You in the event of any breach of the transfer agreement (Purchase Contract) by You.

By signing below, You are confirming receipt of this Disclosure Statement at least 3 days prior to Your executing the transfer agreement (Purchase Contract).


T. MURRAY ✓



September 15, 2015

DELAWARE ✓
DISCLOSURE STATEMENT

We will purchase the following payments (Purchased Payments) from You:

A) 58 monthly payments of \$675.00 each, beginning on November 15, 2015 and ending on August 15, 2020.

(THE REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK)

15

September 15, 2015

The aggregate amount of the Purchased Payments is \$39,150.00.

The discounted present value of the aggregate Purchased Payments at the federal interest rate of 2.20% is \$37,060.46. The discounted present value is the calculation of the current value of the transferred structured settlement payments (Purchased Payments) under federal standards for valuing annuities.

The gross amount payable to seller (You) is \$25,000.00.

No other expenses are incurred by You.

The net amount payable to the seller (You) is \$25,000.00.

Based on the net amount that You will receive in payment from Us and the amounts and timing of the structured settlement payments that You are selling to Us, this is the equivalent of interest payments to Us at a rate of 20.95% per year. PLEASE NOTE THAT THIS IS NOT A LOAN, BUT A SALE OF PAYMENT RIGHTS AND THE INTEREST FIGURE IS ONLY PROVIDED AS AN ILLUSTRATION OF THE ECONOMIC IMPACT OF THE SALE.

The quotient obtained by dividing the net payment amount by the discounted present value is 67.50%.

Please be advised there are no penalties or liquidated damages payable by You in the event of any breach of the transfer agreement (Purchase Contract) by You.

By signing below, You are confirming receipt of this Disclosure Statement at least 10 days prior to You first incurring an obligation with respect to the transfer.


T. MURRAY

← SIGN HERE →

September 15, 2015

✓
**MASSACHUSETTS
DISCLOSURE STATEMENT**

We will purchase the following payments (Purchased Payments) from You:

A) 58 monthly payments of \$675.00 each, beginning on November 15, 2015 and ending on August 15, 2020

(THE REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK)

September 15, 2015

The aggregate amount of the Purchased Payments is \$39,150.00.

The discounted present value of the aggregate Purchased Payments at the federal interest rate of 2.20% is \$37,060.46. The discounted present value is the calculation of the current value of the transferred structured settlement payments (Purchased Payments) under federal standards for valuing annuities.

The gross amount payable to seller (You) is \$25,000.00.

No other expenses are incurred by You.

The net amount payable to the seller (You) is \$25,000.00.

The net amount that You will receive from us in exchange for your future structured settlement payments (Purchased Payments) represents 67.50% of the estimated current value of the payments (Purchased Payments) based upon the discounted value using the applicable federal rate.

Based on the net amount that You will receive in payment from Us and the amounts and timing of the structured settlement payments that You are selling to Us, this is the equivalent of interest payments to Us at a rate of 20.95% per year. PLEASE NOTE THAT THIS IS NOT A LOAN, BUT A SALE OF PAYMENT RIGHTS AND THE INTEREST FIGURE IS ONLY PROVIDED AS AN ILLUSTRATION OF THE ECONOMIC IMPACT OF THE SALE.

Please be advised there are no penalties or liquidated damages payable by You in the event of any breach of the transfer agreement (Purchase Contract) by You.

By signing below, You are confirming receipt of this Disclosure Statement at least 10 days prior to You first incurring an obligation with respect to the transfer.

← SIGN HERE


T. MURRAY

September 15, 2015

MICHIGAN ✓
DISCLOSURE STATEMENT

We will purchase the following payment (Purchased Payments) from You:

A) 58 monthly payments of \$675.00 each, beginning on November 15, 2015 and ending on August 15, 2020

(THE REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK)

September 15, 2015

The aggregate amount of the Purchased Payments is \$39,150.00.

The discounted present value of the aggregate Purchased Payments at the federal interest rate of 2.20% is \$37,060.46. The discounted present value is the calculation of the current value of the transferred structured settlement payments (Purchased Payments) under federal standards for valuing annuities.

The gross amount payable to seller (You) is \$25,000.00.

No other expenses are incurred by You.

The net amount payable to the seller (You) is \$25,000.00.

Based on the net amount that You will receive in payment from Us and the amounts and timing of the structured settlement payments that You are selling to Us, this is the equivalent of interest payments to Us at a rate of 20.95% per year. PLEASE NOTE THAT THIS IS NOT A LOAN, BUT A SALE OF PAYMENT RIGHTS AND THE INTEREST FIGURE IS ONLY PROVIDED AS AN ILLUSTRATION OF THE ECONOMIC IMPACT OF THE SALE.

Notice of Cancellation Rights:

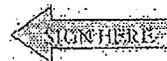
You may cancel without penalty or further obligation, not later than the fifth business day after Your receipt of payment from Us under the transfer agreement (Purchase Contract).

Please be advised there are no penalties or liquidated damages payable by You in the event of any breach of the transfer agreement (Purchase Contract) by You.

By signing below, You are confirming receipt of this Disclosure Statement at least 3 days prior to You executing the transfer agreement (Purchase Contract).



T. MURRAY



Please complete and sign.

STATEMENT OF PROFESSIONAL REPRESENTATION

Please Choose Either Box A OR Box B Below.

After you have made your choice, SIGN AND DATE the appropriate box signature line.
YOU SHOULD SIGN ONLY ONE BOX - THE BOX YOU HAVE CHOSEN.

A. I HAVE BEEN ADVISED BY J.G. WENTWORTH ORIGINATIONS, LLC ("JGW") THAT I SHOULD OBTAIN INDEPENDENT PROFESSIONAL REPRESENTATION CONCERNING THE LEGAL, TAX AND/OR FINANCIAL IMPLICATIONS OF THIS TRANSACTION. I FULLY UNDERSTAND THE PURCHASE AGREEMENT AND THE EFFECTS OF THE TRANSACTION AND I DO NOT WISH TO SEEK OUT SUCH INDEPENDENT PROFESSIONAL REPRESENTATION.

T. MURRAY

9-22-2015
Date

B. I HAVE OBTAINED INDEPENDENT REPRESENTATION AND I FULLY UNDERSTAND THE LEGAL, TAX AND/OR FINANCIAL IMPLICATIONS OF THE TRANSACTION, THE PURCHASE AGREEMENT AND THE RELATED DOCUMENTS. I WAS NOT REFERRED TO MY PROFESSIONAL ADVISOR BY JGW. THE NAME OF MY PROFESSIONAL ADVISOR IS SET FORTH BELOW:

T. MURRAY

Date

To Be Completed By Certified Professional Advisor
Only if you have signed Box B Above

Name of Professional: _____

Attorney ID # _____

Phone Number: (____) _____

Address: _____

I have personally met with and have provided independent professional advice to _____ in respect of the Purchase Contract with JGW and the transaction contemplated thereby. T. Murray was referred to me by the _____

Professional's Signature _____

Date



September 29, 2015

John Hancock Life Insurance Company n/k/a John Hancock Life Insurance Company (USA)
Corporation Service Company
84 State St. #500
Boston, MA 02109-2230
Attn: Legal Department/Structured Settlements

John Hancock Assignment Company
Corporation Service Company
2711 Centerville Road
Wilmington, DE 19808
Attn: Legal Department/Structured Settlements

RE: Notice of Sale/Assignment of Payment Rights
Your Contract #: 18046-50002-201771201
Payee: T. Murray

Dear Insurer:

Please be advised that J.G. Wentworth Originations, LLC and/or its successors and assigns, have entered into a transaction with the above-referenced annuitant who is seeking to transfer certain of his/her rights to the payments scheduled to be received under the above-referenced annuity policy. We are currently seeking court approval pursuant to the applicable structured settlement transfer statute. Pursuant to the statute, please note the following information about the Purchaser:

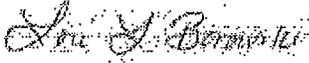
J.G. Wentworth Originations, LLC
201 King of Prussia Road, Suite 200
Radnor, PA 19087
Tax ID # 88-0513164

PLEASE NOTE: No payments under this annuity should be held until the courts have entered a final order and we have forwarded this order to you.

Very truly yours,

J.G. Wentworth Originations, LLC

By:


Lori Borowski, Vice President

LIST OF DEPENDENTS

"Dependents" include your spouse and minor children and all other family members and other persons for whom you are legally obligated to provide support, including alimony.

I have dependent(s) as listed below:

Name of Dependent	Relationship	DOB	Age
[Redacted] Dale	son	5-7-13	2

If no dependent(s), please check this box

[Redacted] Murray

Date 9-22-2015

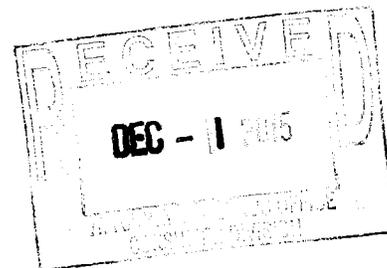
PRIOR APPROVALS

Purchase Date	Purchase Price	Court Order, Pre-Act or Wrap	Court Order or Purchase Agreement & Exhibit A Attached
N/A			

DENIALS

Denial Date	Payments Purchased	
N/A		

WELLS LAW OFFICE
POST OFFICE BOX 250
Westminster, Vermont 05158
TEL 802-722-4000
FAX 802-722-4005
WellsLawVt@aol.com



25 November 2015

Vermont Attorney General's Office
109 State Street
Montpelier, Vermont 05609-1001

RE: Application for Approval of Transfer of Structured Settlement Payments by and between JG Wentworth Originations LLC and J. Dufresne Payee

Superior court of Vermont, Washington Unit – Civil Division
Docket Number: 691-10-15 Wncv

Dear Gentlemen/Ladies:

I represent the transferee above named pursuant to applicable statutes, please accept this letter as notice that the payee/transferor above named has applied for a transfer of structured settlement payments to my client. Enclosed you will find a copy of the Application for filing pursuant to 9 VSA §2480ff(c). Also I have enclosed a copy of the hearing notice.

Should you have any questions at all about this process, please feel free to contact my office at the above number. I appreciate your time and consideration.

Sincerely,

A handwritten signature in cursive script that reads "T. Wells".

Timothy J. Wells, Esq.

PLEASE TAKE NOTICE that on the following date and time the Application for Approval of Structured Settlement Payment Rights by and between the above named shall be heard:

BEFORE: Presiding Superior Court Judge

PLACE: Vermont Superior Court
Washington Civil Division
65 State St · Montpelier, VT · 05602
(802) 828-2091

DATE: December 21, 2015

TIME: 10:00 a.m.

Any interested parties shall have the right to file a response to said application. Any interested party is further advised that it is entitled to support, oppose, or otherwise respond to the application, by attending the hearing either in person or by counsel, by submitting written comments to the Court and counsel prior to the hearing, or by otherwise participating in the hearing. Written responses to the application may be filed with the Court, with copies to counsel, at any time until five (5) days prior to the hearing date, in order to be considered by the Court.

Dated this 23rd day of November 2015.

Donna Waters
Superior Court Judge/Clerk

STATE OF VERMONT
WASHINGTON UNIT

SUPERIOR COURT
CIVIL DIVISION

In Re:)
)
J.G. Wentworth Originations LLC)
Applicant - Transferee. -) DOCKET NUMBER: ___10-15 Wncv
And)
)
J. Dufresne)
Payee - Transferor, -)

APPLICATION FOR APPROVAL OF THE TRANSFER PUSUANT to 9 VSA 2480a

COMES NOW, the Applicant Transferee and pursuant to 9 VSA 2480aa, et seq., files this Application seeking approval of the transfer of certain structured settlement payment rights, and in support thereof, states as follows:

1. This Application is filed pursuant to 9 VSA 2480aa, et seq. (the Vermont Transfer Act), seeking court approval of the transfer of a structured settlement.

2. J. Dufresne (the "Transferor" "Payee") is domiciled in Vermont and resides in the county in which the above captioned Superior Court, Civil Division is located. The Applicant, transferee above named, is a Nevada limited liability company with an address of 3993 Howard Hughes Parkway, Las Vegas, Nevada 89169-6754.

3. Genworth Life and Annuity Insurance Company ("Genworth"), 700 Main Street, Lynchburg, VA 24505-1280, the Annuity Issuer, is a corporation, which is domiciled in Virginia. Jamestown Life Insurance Company 6604 Broad

Street, Richmond, VA 23230, the annuity obligor is a corporation, which is domiciled in Virginia.

4. As a result of the settlement of a personal injury claim, the Payee/transferor is entitled to receive certain structured settlement payments (the "Periodic Payments"). The party obligated to make the payments under the settlement agreement is Jamestown Life Insurance Company (the "Structured Settlement Obligor").

5. In order to fund its obligation to make the settlement payments to the transferor, the Structured Settlement Obligor, has obtained a commercial annuity from Genworth Life and Annuity Insurance Company (the "Annuity Issuer"), bearing contract Number #3826935 "Annuity").

6. Federal law as codified in 26 USC § 5891 et. seq. requires that in order to avoid the imposition of a 40% excise tax, the transfer of structured settlement payments rights must be approved by a Qualified Order. Federal law defines a Qualified Order as, in pertinent part, the order of a court issued by the state where the payee, resides provided that such state has adopted a structured settlement transfer statute which in this case is Vermont.

7. Vermont has adopted a structured settlement transfer statute i.e. 9 VSA §2480aa et seq.

8. The payee, desiring to receive an immediate net lump sum payment of \$21,000.00, agreed to transfer to the applicant transferee, or its assigns, the right to receive the following payments:

A) 1 payment of \$44,588.00 due on June 13, 2023;

(The "Assigned Payment").

9. The Transferor has completed and executed a Purchase Agreement (the "Transfer Agreement" as defined by the Transfer Act). A True copy the Transfer Agreement is attached hereto as "Exhibit A" and incorporated by reference herein in its entirety.

10. The Applicant Transferee above named timely provided to Transferor the required disclosures. A true and correct copy of the Disclosure Statement is attached hereto as "Exhibit B" and incorporated herein by reference in its entirety. The form, content, and typeface of the Disclosure Statement meet all of the requirements set forth in the Transfer Act.

11. The Transferor has established and verifies that the transfer is necessary, fair, reasonable, and appropriate, and in the best interests of the Transferor and the transferor's dependents taking into account the welfare and support of the payee's dependents, considering all relevant factors, including:

(A) the payee's ability to understand the financial terms and consequences of the transfer;

(B) the payee's capacity to meet his financial obligations, including the potential need for future medical treatment;

(C) the need, purpose, or reason for the transfer; and

(D) whether the transfer is fair and reasonable, considering the discount rate used to calculate the gross advance amount, the fees and expenses imposed on the payee, and whether the payee obtained more than one quote for the same or a substantially similar transfer.

The interests of the Transferor and the transferor's dependents, if any, would be better served with an immediate transfer of these funds and it is not expected to subject the Transferor and the transferor's dependents if any to undue or unreasonable financial hardship in the future.

12. The transferor was advised in writing by transferee to seek independent professional advice regarding the financial advisability of the transfer and the other financial options available to the payee, if any, and that the payee has in fact received such advice; or such advice is unnecessary for good cause shown See Statement of Professional Representation "Exhibit C" attached and incorporated herein by reference in its entirety.

13. The transfer complies with all requirements of the Transfer Act and will not contravene other applicable law, statute or order of any court or other governmental authority.

14. List of transferor's dependents and their ages:
The transferor is single and has no dependents;
See List of dependents attached as Exhibit "D" and incorporated herein by reference in its entirety.

15. To the best of the transferee's knowledge after making a reasonable inquiry to the payee, the structured settlement obligor, and the annuity issuer, there have been the following previous transfer of this structured settlement:

a. The right to receive \$31,000.00 on June 13, 2018 was transferred for \$17,000.00 as set forth in Docket 97-2-15 Wncv Vermont Superior

Court Washington Unit Civil Division by Order dated June 15, 2015 to which case and order reference is hereby made.

16. Notice has been provided to the annuity issuer and structured settlement obligor of transferee's name, address and taxpayer identification number a copy of which is attached as "Exhibit E".
17. The Transferee will provide proper notice to all interested parties upon receipt of an Order setting this matter for hearing.

WHEREFORE, the applicant respectfully requests the honorable court, after conducting a hearing on the application, as follows:

- A) To determine that independent professional advice to the payee regarding the financial advisability of the transfer and the other financial options available to the payee, if any, is unnecessary pursuant to subdivision 9 VSA 2480dd (a) (2) of this title;
- B) To approve the transfer; and
- C) For such other relief as seems just.

Dated this 27th day of October 2015.

Wells Law Office
Attorney for Applicant
By: TJ Wells

Timothy J. Wells, Esq.
Wells Law Office
PO Box 250
Westminster, Vermont 05158
(802) 722-4000
WellsLawVt@aol.com

J. Dufresne to JG Wentworth Originations LLC
27 October 2015 (Genworth-Jamestown)

INDEX TO EXHIBITS ATTACHED TO THE APPLICATION

<u>EXHIBIT</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
A.	TRANSFER AGREEMENT	1-10
B.	DISCLOSURE STATEMENT	11-12
C.	Statement of Professional Representation	13
D.	List of Dependents	14
E.	Notice to Annuity Issuer and Obligor	15

PURCHASE CONTRACT

This is a Purchase Contract ("Contract") for the sale of structured settlement payments between **J. Dufresne (You, Your)**, and **J.G. Wentworth Originations, LLC (We, Us, Our)**
3993 Howard Hughes Parkway, Suite 250, Las Vegas, NV 89169-6754.

BACKGROUND

- A. In connection with the resolution of a personal injury claim, You or someone acting for You, signed a Settlement Agreement that entitles You to receive certain future payments ("Settlement Payments"), according to a set schedule.
- B. Those Settlement Payments are being paid to You from an annuity policy ("Annuity Policy") purchased by the Person responsible for making the Settlement Payments to You ("Obligor").
- C. Rather than wait for the Settlement Payments to be made to You in the future, You want to sell all or some of those Settlement Payments ("Purchased Payments") to Us now for a lump sum.
- D. **THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH YOU SHOULD READ CAREFULLY, AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW DISPUTES BETWEEN YOU AND US ARE RESOLVED.**

DEFINED WORDS

Certain words used in this Contract have specific meanings, shown below.

Affiliate	An entity controlled by, controlling, or under common control with, another entity.
Annuity Policy	The policy purchased by the Obligor to ensure that the Settlement Payments are made to You as required by the Settlement Agreement.
Closing Documents	Any documents necessary to carry out the purchase of the Purchased Payments, other than the "Contract or Contract Documents" as defined below.
Contract or Contract Documents	Collectively, only this Contract and the Disclosure Statement.
Contract Date	The date Your signature at the end of this Contract is E-signed and date stamped. However, if You happen to sign this Contract before the number of days stated at the end of Your Disclosure Statement for waiting has passed, You will have no obligation under Your Contract until that time has passed.
Court Order	A legally binding ruling issued by a judge or properly empowered administrative officer, approving the sale of the Purchased Payments to Us ("Court Approval").
Disclosure Statement	The document which identifies for You, the Purchased Payments, expenses, Purchase Price and various other disclosures.
Encumbrance	Any claim, right, lien, policy loan, or restriction. In addition, this includes any limits on rights of ownership (such as the use, voting, transfer, receipt of income, etc.).
Funding Date	The date We pay You the Net Purchase Price.
Issuer	The insurance company that issued the Annuity Policy.

A 1

Obligor	The Person who is obligated to make payments to You under the Settlement Agreement.
Party	One of You or Us. Parties means both You and Us.
Person	Any natural person or legal entity.
Purchased Payments	Only those certain payments that We are purchasing from You under this Contract.
Purchase Price:	
Gross Purchase Price	The amount shown as the "gross amount payable to the seller (You)" on the Disclosure Statement. This is the sum We have agreed to pay You <i>before</i> any deductions as set forth in the Contract Documents.
Net Purchase Price	The amount shown as the "net amount payable to the seller (You)" on the Disclosure Statement. This is the sum We have agreed to pay You <i>after</i> any deductions as set forth in the Contract Documents.
Settlement Agreement	The agreement that You and the Obligor signed to resolve Your personal injury claim.
Settlement Payments	All of the payments that the Obligor has agreed to make to You in the Settlement Agreement.
We, Our, or Us	J.G. Wentworth Originations, LLC, along with any of its successors, assigns, and designees. Some of the Contract Documents or Closing Documents may refer to Us as the purchaser.
You or Your	The Person named on this Contract's first page. Some of the Contract Documents or Closing Documents may refer to You as the seller.

You and We agree as follows:

1. SALE OF THE PURCHASED PAYMENTS

- A. Upon the signing of this Contract and subject to certain conditions including Court Approval, You sell, transfer and assign to Us the right to receive the Purchased Payments specifically identified in the Disclosure Statement.
- B. We will pay You the Net Purchase Price as agreed to in the Contract Documents, subject to certain conditions, including meeting Our underwriting requirements, Court Approval and satisfactory completion of the Closing Documents. We will do this in exchange for You:
- selling the Purchased Payments to Us;
 - changing the beneficiary of the Annuity Policy to Your estate and not changing it again until We have been paid all of the Purchased Payments;
 - having any current beneficiaries waive their rights to the Purchased Payments; and
 - fulfilling Your promises under this Contract.
- C. If We are buying only a portion of Your payments, this will have no effect upon Your rights in the unsold portion. You will continue to receive the unsold portion unless You have already sold or encumbered that portion. However, sometimes the Issuer, the Obligor or the court may require Us to receive the entire amount of Your payment. If so, We will then forward the portion of the payment still due to You and You hereby agree to this payment servicing arrangement.

2. PURCHASE PRICE

- A. The Gross and Net Purchase Prices are shown on the Disclosure Statement and are fair and acceptable to You and Us.

- B. We will pay You the Net Purchase Price in the manner You designate for Us.
- C. Before we pay You, You agree that We will adjust for the following amounts, *if applicable*:
- Purchased Payments Owed to Us – The Issuer may have already paid You some of the Purchased Payments before We have paid You for them. If that happens, We will deduct the amount of those Purchased Payments.
 - Holdbacks – Due to possible delays in the Issuer beginning to make the Purchased Payments to Us instead of You, We will hold back an amount equal to any Purchased Payments that the Issuer owes Us post Court Approval, that are due within 90 days of the Funding Date. If We subsequently receive those particular Purchased Payments directly, We will return the amount of any related holdback to You.
 - Payment of Debts Owed – If You owe any past due child support, bankruptcy payoffs or taxes, or have any judgments or liens against You or Your assets, We may pay those amounts and deduct them from the amount We pay You, and You hereby provide Us with specific authority to take such action. We will provide You with notice of the amounts that We are going to pay, prior to actual payment.
- D. If any Purchased Payments are mistakenly sent to You after We have paid You for them, You will immediately contact Us. If We then determine that any deductions or holdbacks as set forth above are not enough to reimburse Us, We will advise You of the amount You owe Us. You agree to immediately send that amount to Us by bank or certified check.

3. YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant to Us the following:

- A. You understand that **THIS IS A SALE AND NOT A LOAN.**
- B. The Annuity Policy is in full force, You are the sole and undisputed recipient of the right to the Purchased Payments, have the right to sell them free and clear of any Encumbrances and have not previously sold any of the Purchased Payments to any other Person.
- C. You understand that Court Approval is required for this purchase; and You agree to fully cooperate with Us to obtain that approval.
- D. You gave Us all requested information and signed all documents necessary to complete the purchase. Every statement made by You in the Contract Documents and Closing Documents is true and complete.
- E. No law, divorce decree or other legal obstacle:
- requires You to keep the Purchased Payments for the benefit of a current or former spouse, dependent children, or other person; or
 - legally prevents You from contracting with Us, selling the Purchased Payments or changing the Annuity Policy's beneficiary.
- F. Either:
- You have never filed for bankruptcy, will not do so before the Funding Date and there are no lawsuits or efforts by any of Your creditors to put You into bankruptcy or take any of the Purchased Payments; or
 - If You filed for bankruptcy, the Purchased Payments were not subject to the claims of Your creditors. You will give Us a copy of any of Your bankruptcy documents that We request including evidence of a final bankruptcy payoff or case closing, if any.
- G. We can rely on Your representations, warranties, and promises in this Contract. These representations, warranties, and promises are for Our benefit and the benefit of any future owners of the Purchased Payments. You understand that Our reliance on any intentional misrepresentation by You may result in Our enforcing Our rights against You in court.

- H. You had enough time to consider the sale of the Purchased Payments, understand the terms of the Contract Documents and Closing Documents (including the arbitration provision), are of legal contracting age and sound mind, not under the influence of drugs or alcohol, and freely and voluntarily, enter into this Contract and agree to all of its terms.
- I. You were advised by Us to obtain independent legal advice and professional tax advice about the sale of the Purchased Payments and to have those advisors review the terms and legal, tax and other effects of this Contract with You prior to Your execution of this Contract. You have also explored all appropriate financial options before entering into this transaction.
- J. We did not provide tax, financial, or legal advice to You about this Contract and have advised You that We may not refer You to any specific attorney for such purpose.
- K. If You are married, Your spouse understands all of the terms and conditions of this Contract including, but not limited to the fact that, after the Funding Date, You (and Your spouse) will not receive the same amount of money on the same payment schedule as You would have received under the Annuity Policy. Your spouse has been provided with all information relating to the transaction and has had every opportunity to review the terms of the transaction and to seek any advice relating thereto. Your Spouse also understands that he or she will be giving up any property or contract rights that he or she may have in the Purchased Payments.
- L. We may sell, transfer, or assign Our right to the Purchased Payments in a sale, securitization, or other financing transaction (resale). Any resale would involve disclosing certain information about You (including Your personal information) to the parties to a resale.
- M. Any future owner of the right to the Purchased Payments will have all of the same rights We have, including the right to the duties You owe Us under this Contract. This includes the right to make a claim against You for violating any of the representations, warranties, or promises You made in this Contract.

4. YOUR PROMISES TO US

Before and after the Funding Date:

- A. You will tell us right away if Your address or telephone number changes and do everything necessary, including completing and signing all documents to:
- sell the right to the Purchased Payments to Us;
 - change the beneficiary as required by this Contract; and
 - correct any documentation errors in the Contract Documents or Closing Documents.
- B. You will also tell Us if any of the following occurs:
- a violation of this Contract; or
 - anything that could negatively affect the Annuity Policy, the Purchased Payments, or this Contract.
- C. You will not:
- agree to sell the Purchased Payments to any Person other than Us;
 - change the Annuity Policy's beneficiary to any Person other than Your estate until We have collected all of the Purchased Payments; or
 - withdraw cash from, borrow against, or change the Annuity Policy.
- D. You will give Us information necessary to update Your representations, warranties, and promises in this Contract. You will also update any documents and information so they will be true and complete on the Funding Date.

- E. We are now, and will continue in the future, to rely on the representations and warranties You have given Us. We will confirm the accuracy of Your representations and warranties. You must cooperate with this confirmation and provide complete access to any information We believe necessary.
- F. You agree that updating representations, warranties, promises, documents and other information will not cure a breach of any representation or warranty made by You that was not true and complete.
- G. You agree that Our obligation to You under this Contract is strictly limited to the requirement to pay You what We owe You under the terms of this Contract, after receipt and approval of the Closing Documents, final underwriting approval and Court Approval. Under no circumstances will We be liable for any consequential damages.
- H. You hereby appoint Us and any of Our designees, with full power of substitution as your Attorney in Fact, to act in Your name and place for the purpose of assigning and transferring ownership of any and all right, title and interest that You have in the Purchased Payments and for Us to obtain all benefits contemplated by this transaction. You also give Us full authority to act in any way proper and necessary to exercise this Attorney in Fact appointment including, but not limited to: (1) negotiating, endorsing and executing checks, drafts and other instruments in Your name; and (2) instituting, maintaining, compromising, settling and terminating any litigation or other proceedings related to the Purchased Payments. This power of attorney is coupled with an interest and shall survive death or disability.

5. CANCELLATION BY US

We may cancel this Contract before the Funding Date if:

- A. You breach any representation, warranty, or promise in any Contract Documents or Closing Documents.
- B. The petition for the Court Order is contested, opposed, or not approved.
- C. We are sued or threatened with a lawsuit or an arbitration about this Contract or the Annuity Policy.
- D. There is any threatened, pending, or final action, or change in law or rule challenging the legality of, or negatively affecting this transaction.
- E. You file for, or are forced into bankruptcy.
- F. You die.
- G. Final approval has not been given by Our underwriting department.
- H. The Purchase Contract is not signed by You and received back by Us by November 27, 2015.
- I. A major rating agency downgrades the Issuer's credit rating.
- J. The Issuer is, or becomes insolvent, or under regulatory supervision.
- K. With respect to A through J above, to the extent permitted by applicable law, the arbitration provision in Section 9 of this Contract shall survive the termination, cancellation or rescission of this Contract.

6. CANCELLATION BY YOU

- A. (1) **YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR FURTHER OBLIGATION AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS AFTER THE DATE YOU RECEIVE PAYMENT HEREUNDER FROM US. IN ORDER FOR THE CANCELLATION TO BE EFFECTIVE, YOU MUST SEND A NOTICE POSTMARKED AT ANY TIME WITHIN FIVE BUSINESS DAYS AFTER YOU RECEIVE PAYMENT HEREUNDER FROM US (This is the rescission period).**
- (2) **YOUR NOTICE IS TO BE SENT EITHER BY CERTIFIED OR REGISTERED MAIL (RETURN RECEIPT REQUESTED) OR FEDEX OR ANOTHER MAJOR OVERNIGHT DELIVERY SERVICE. THE**

NOTICE MUST INCLUDE A BANK OR CERTIFIED CHECK MADE PAYABLE TO US, IN THE FULL AMOUNT RECEIVED BY YOU. YOUR NOTICE MUST BE SENT TO:

J.G. Wentworth Originations, LLC
Attention: Manager of Operations
3993 Howard Hughes Parkway, Suite 250
Las Vegas, NV 89169-6754

- B. **GEORGIA RESIDENTS:** YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO 5:00 P.M. OF THE TWENTY-FIRST DAY FOLLOWING RECEIPT OF THE ENCLOSED "NOTICE OF CANCELLATION RIGHTS" FORM, OR AT THE HEARING ON THE APPLICATION FOR AUTHORIZATION OF A TRANSFER OF STRUCTURED SETTLEMENT PAYMENT RIGHTS, OR AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS AFTER YOU RECEIVE PAYMENT HEREUNDER FROM US, WHICHEVER EVENT OCCURS LAST (This is the Georgia rescission period). IN ORDER FOR THE CANCELLATION TO BE EFFECTIVE, YOU MUST SIGN THE ENCLOSED "NOTICE OF CANCELLATION RIGHTS" FORM AND MAIL OR DELIVER IT TO US AS SPECIFIED IN THAT NOTICE AND YOU MUST RETURN ALL AMOUNTS (PURCHASE PRICE OR OTHERWISE) RECEIVED BY YOU ACCORDING TO THE REQUIREMENTS OF 6 (A) (2) ABOVE.
- C. **WEST VIRGINIA RESIDENTS:** IN ORDER FOR YOUR CANCELLATION TO BE EFFECTIVE, YOUR NOTICE CAN BE SUBMITTED VIA PHONE, MAIL, OR FACSIMILE. ANY AMOUNTS ADVANCED BY US IN CONTEMPLATION OF THE TRANSFER SHALL BE IMMEDIATELY REFUNDED TO US. IF YOU DISMISS YOUR ACTION AFTER APPOINTMENT OF A GUARDIAN AD LITEM, OR RESCIND YOUR TRANSFER AGREEMENT (PURCHASE CONTRACT) WITHIN THE RESCISSION PERIOD IN 6(A) (1) ABOVE, YOU SHALL BE RESPONSIBLE FOR THE FILING FEE AND ANY GUARDIAN AD LITEM FEES.
- D. With respect to A through C above, to the extent permitted by applicable law, the arbitration provision in Section 9 of this Contract shall survive the termination, cancellation or rescission of this Contract.

7. **NOTICES**

- A. All notices about this Contract must be in writing.
- B. All notices must be sent either by: (1) certified or registered mail (return receipt requested); or (2) FedEx or another major overnight delivery service with a delivery tracking system and are considered given when delivered as follows: If to You: to the most recent address for You listed in Our files. If to Us: to the address listed in Section 6(A) (2) of this Contract.

8. **EVENTS OF DEFAULT**

You will be in default if You:

- A. fail to comply with any terms or conditions of this Contract; or
- B. breach any of Your representations, warranties and promises in this Contract.

If You are in default, even if You have not rejected the arbitration provision (see Section 9 of this Contract), We have the right to enforce Our rights against You in court to make You perform Your promises or to get money from You. If We sue You in court in connection with a Claim that is subject to arbitration under the arbitration provision in Section 9 of this Contract, and You have not rejected the arbitration provision, You will have the option of remaining in court or seeking to compel arbitration of that Claim under the terms of the arbitration provision.

9. ARBITRATION PROVISION

To the extent permitted by applicable law, You and We agree to the following arbitration provision.

YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION PROVISION AS SET FORTH BELOW. If You do not reject this arbitration provision and a Claim is arbitrated, You will not have the right to: (1) have a court or a jury decide the Claim; (2) engage in information gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.

Claims Subject to Arbitration. A "Claim" subject to arbitration is any claim, dispute or controversy between You and Us (other than an Excluded Claim or Proceeding as set forth below), whether preexisting, present or future, which arises out of, or relates to the Contract, the negotiations related thereto, the breach thereof or any other transaction conducted with us in connection with the Contract. "Claim" has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, third-party claims and federal, state, local and administrative claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity and includes claims for money damages and injunctive or declaratory relief. Upon the demand of You or Us, Claim(s) will be resolved by individual (not class or class-wide) binding arbitration in accordance with the terms specified in this arbitration provision.

Special Definitions. Solely for purposes of this arbitration provision, in addition to the meanings set forth in this Contract: (1) "We," "Us" and "Our" also (a) refer to Our employees, officers, directors, parents, controlling persons, subsidiaries and affiliates and (b) apply to third parties if You assert a Claim against such third parties in connection with a Claim you assert against Us; and (2) "You" or "Your" also refer to Your current or former spouse(s), children, heirs, estate, executors, successors, assigns, representatives and beneficiaries.

Excluded Claim or Proceeding. Notwithstanding the foregoing, "Claim" does not include any dispute or controversy about the validity, enforceability, coverage or scope of this arbitration provision or any part thereof (including, without limitation, the "Class Action Waiver" set forth below and/or this sentence); all such disputes or controversies are for a court and not an arbitrator to decide. However, any dispute or controversy that concerns the validity or enforceability of the Contract as a whole is for the arbitrator, not a court, to decide. In addition, We will not require You to arbitrate any individual action brought by You in small claims court or Your state's equivalent court, unless such action is transferred, removed, or appealed to a different court.

Federal Arbitration Act. Notwithstanding any other provision in this Contract, You and We agree that this Contract evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) ("FAA") shall govern its interpretation and enforcement and proceedings pursuant thereto. To the extent state law is applicable under the FAA, the law of the state of Your domicile (where You regularly reside on the Contract Date) shall apply.

Class Action Waiver. Notwithstanding any other provision of this Contract, if a Claim is arbitrated, neither You nor We will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other Persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision (provided, however, that the Class Action Waiver does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers including You. This means that We will not have the right to compel arbitration of any claim brought by such an agency). The Class Action Waiver is nonseverable from this arbitration provision. If the Class Action Waiver is limited, voided or found unenforceable, then this arbitration provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver.

Arbitration Procedures. If You or We seek to arbitrate a Claim, the Party seeking arbitration must notify the other Party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit, such as a motion to compel arbitration. Otherwise, Your notice must be sent to Us at the address specified in Section 6 (A) (2) of this Contract and Our notice must be sent to the most recent address for You in our files. Any arbitration hearing that You attend will take place in a venue of Your domicile. If a Party files a lawsuit in court asserting Claim(s) that are subject to arbitration, and the other Party files a motion to compel arbitration with the court, which is granted, it will be the responsibility of the Party prosecuting the Claim(s) to select an arbitration administrator in accordance with the paragraph below and commence the arbitration proceeding in accordance with the administrator's rules and procedures.

7

The arbitration will be administered by the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, 1-800-778-7879 or JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, www.jamsadr.com, 1-800-352-5267. The rules and forms of the AAA and JAMS may be obtained by writing to these organizations at the addresses listed above. If the AAA and JAMS are unable or unwilling to serve as administrator, the Parties may agree upon another administrator or, if they are unable to agree, a court shall determine the administrator. No company may serve as administrator, without the consent of all Parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of this arbitration provision. In the event of a conflict between the provisions of this arbitration provision, on the one hand, and other provisions of this Contract or any applicable rules of the AAA or JAMS or other administrator used, on the other hand, the provisions of this arbitration provision shall control.

A single arbitrator will be appointed by the administrator and must be a practicing attorney with ten or more years of experience or a retired judge. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. The arbitrator will honor statutes of limitation and claims of privilege recognized under applicable law. In determining liability or awarding damages or other relief, the arbitrator will follow this Contract and the applicable substantive law, consistent with the FAA and this Contract, that would apply if the matter had been brought in court. At Your written request, we will pay all filing, hearing and/or other fees charged by the administrator and arbitrator to You for Claim(s) asserted by You in arbitration after You have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which You reside. (If You have already paid a filing fee for asserting the Claim(s) in court, You will not be required to pay that amount again). In addition, the administrator may have a procedure whereby You can seek a waiver of fees charged to You by the administrator and arbitrator. We will always pay any fees or expenses that We are required to pay by law or the administrator's rules or that We are required to pay for this arbitration provision to be enforced. The arbitrator will have the authority to award attorneys' and expert witness fees and costs to the extent permitted by this Contract, the administrator's rules or applicable law. The arbitrator will always award You reasonable attorneys' and expert witness fees and costs (a) if and to the extent You prevail on Claims you assert against Us in an arbitration commenced by You and (b) to the extent required under applicable law for this arbitration provision to be enforced. The arbitrator shall write a brief explanation of the grounds for the decision. A judgment on the award may be entered by any court having jurisdiction.

Severability and Survival. If any part of this arbitration provision, other than the Class Action Waiver, is deemed or found to be unenforceable for any reason, the remainder shall be enforceable. To the extent permitted by applicable law, this arbitration provision shall survive the termination, cancellation or rescission of this Contract.

Effect of Arbitration Award. The arbitrator's award shall be final and binding on all Parties, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either Party exceeding \$50,000, any Party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing Party. The decision of the panel shall be by majority vote. Reference in this arbitration provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the above paragraph titled "Arbitration Procedures." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA.

Right to Reject Arbitration Provision. You may reject this arbitration provision by sending Us written notice of Your decision so that We receive it at the address listed below within forty-five (45) days of the Contract Date. Such notice must be sent by certified or registered mail (return receipt requested) or by FedEx or another major overnight delivery service with a delivery tracking system; must include a statement that You wish to reject the arbitration provision along with Your name, address, Account I.D. number and Your signature; and must be delivered to Us at the address specified in Section 6 (A) (2) of this Contract. This is the sole and only method by which You can reject this arbitration provision. Upon receipt of a rejection notice, We will reimburse You for the standard cost of a certified or registered letter or overnight delivery. Rejection of this arbitration provision will not affect any other terms of this Contract and will not result in any adverse consequence to You. You agree that Our business records will be final and conclusive with respect to whether You rejected this arbitration provision in a timely and proper fashion. This arbitration provision will apply to You and Us unless you reject it by providing proper and timely notice as stated herein.

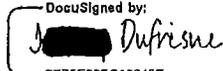
10. MISCELLANEOUS

- A. You give Us permission to conduct background checks on You, including obtaining information from the credit bureaus, in order to verify Your legal residence, contact information, and any other information We deem necessary for this transaction. We can also search records for UCC filings, bankruptcy filings, judgments, liens and child support obligations against You.
- B. This Contract is the entire agreement between You and Us.
- C. If there is more than one of Us or You, this Contract applies to all of those people together, and to each of them on their own.
- D. Both Parties must agree in writing to any change to this Contract or waiver of its terms.
- E. Except as set forth in the arbitration provision in Section 9 of this Contract, if a court undoes any part of this Contract, the rest of the Contract remains valid.
- F. You cannot voluntarily or involuntarily sell, assign, or transfer this Contract, or any of Your rights or duties under this Contract. Any such action taken by You in violation of this section shall be void and of no effect.
- G. Except as otherwise required by applicable law, the law of the state of Your domicile (where You regularly reside on the Contract Date) will govern this Contract and disputes under this Contract shall be determined in Your domicile State (where You regularly reside on the Contract Date).
- H. This Contract also holds responsible Your heirs, and executors. This Contract benefits only You and Us, and no one else. However, if properly assigned by Us, this Contract will bind and benefit Our successors and assigns.
- I. Failure to enforce any provision of this Contract is not a waiver of that provision.
- J. The Parties may sign this Contract in one or more counterparts. Each counterpart will be considered an original. All counterparts will form one Contract. A facsimile, pdf or other electronic copy of the signed Contract or any counterpart will be considered an original and treated as such in any court [or arbitration] proceeding.
- K. We have investigated the proposed transfer of the Purchased Payments and, in light of information available to Us, have identified no violation of any applicable state or federal law.
- L. You will not receive an IRS Form 1099 from Us.
- M. Titles and headings in this Contract are for convenience only. Do not use them to interpret this Contract.
- N. Except as otherwise set forth in this Contract (including the arbitration provision in Section 9 of this Contract), You and We will pay our respective costs and expenses in carrying out this Contract.
- O. You give Us permission to request from our Affiliates information and documentation You have previously provided to them which we deem necessary for this transaction, including, bankruptcy filings, judgments, settling documents, annuity documents, liens, child support obligations, divorce documents.

You and We, intending to be legally bound, have signed this Contract as of the Contract Date below, and agree to all of its terms and conditions, including the arbitration provision.

By signing below, You also acknowledge that You were advised by Us in writing, that You should obtain independent legal advice and professional tax advice about the sale of the Purchased Payments and to have those advisors review with You, the terms and legal, tax and other effects of this Contract.

SELLER:

DocuSigned by:

2875F99EC18845E



J. Dufresne

10/23/2015

Date

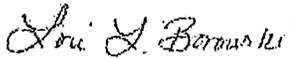
SELLER'S SPOUSE (if applicable)



Spouse

Date

US: J.G. Wentworth Originations, LLC



BY:
Lori Borowski, Vice President

**VERMONT
DISCLOSURE STATEMENT**

We will purchase the following payments (Purchased Payments) from You:

A) 1 payment of \$44,588.00 on June 13, 2023.

(The remainder of the page intentionally left blank)

The aggregate amount of the Purchased Payments is \$44,588.00.

The discounted present value of the aggregate Purchased Payments at the federal interest rate of 2.00% is \$38,307.46. The discounted present value is the calculation of the current value of the transferred structured settlement payments (Purchased Payments) under federal standards for valuing annuities.

The gross amount payable to seller (You) is \$21,000.00.

No other expenses are incurred by You.

The net amount payable to the seller (You) is \$21,000.00.

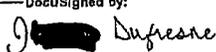
Based on the net amount that You will receive in payment from Us and the amounts and timing of the structured settlement payments that You are selling to Us, this is the equivalent of interest payments to Us at a rate of 10.32% per year. PLEASE NOTE THAT THIS IS NOT A LOAN, BUT A SALE OF PAYMENT RIGHTS AND THE INTEREST FIGURE IS ONLY PROVIDED AS AN ILLUSTRATION OF THE ECONOMIC IMPACT OF THE SALE.

Notice of Cancellation Rights:

You may cancel without penalty or further obligation, not later than the fifth business day after Your receipt of payment from Us under the transfer agreement (Purchase Contract).

Please be advised there are no penalties or liquidated damages payable by You in the event of any breach of the transfer agreement (Purchase Contract) by You.

By signing below, You are confirming receipt of this Disclosure Statement at least 10 days prior to You executing the transfer agreement (Purchase Contract).

DocuSigned by:

2875E99EC18845E



J. DUFRESNE

12

Please complete and sign.

STATEMENT OF PROFESSIONAL REPRESENTATION

Please Choose Either Box A OR Box B Below.

After you have made your choice, **SIGN AND DATE** the appropriate box signature line.
YOU SHOULD SIGN ONLY ONE BOX – THE BOX YOU HAVE CHOSEN.

A. I HAVE BEEN ADVISED BY J.G. WENTWORTH ORIGINATIONS, LLC (“JGW”) THAT I SHOULD OBTAIN INDEPENDENT PROFESSIONAL REPRESENTATION CONCERNING THE LEGAL, TAX AND/OR FINANCIAL IMPLICATIONS OF THIS TRANSACTION. I FULLY UNDERSTAND THE PURCHASE AGREEMENT AND THE EFFECTS OF THE TRANSACTION AND I **DO NOT WISH TO SEEK OUT SUCH INDEPENDENT PROFESSIONAL REPRESENTATION.**

J. [Redacted] Dufresne
2B75E99EC18845E...

10/13/2015

J. [Redacted] DUFRESNE Date

B. I HAVE OBTAINED INDEPENDENT REPRESENTATION AND I FULLY UNDERSTAND THE LEGAL, TAX AND/OR FINANCIAL IMPLICATIONS OF THE TRANSACTION, THE PURCHASE AGREEMENT AND THE RELATED DOCUMENTS. I WAS NOT REFERRED TO MY PROFESSIONAL ADVISOR BY JGW. THE NAME OF MY PROFESSIONAL ADVISOR IS SET FORTH BELOW:

10/13/2015

[Redacted] DUFRESNE Date

*To Be Completed By Certified Professional Advisor
Only if you have signed Box B Above*

Name of Professional: _____ Attorney ID # _____
Phone Number: (____) _____
Address: _____

I have personally met with and have provided independent professional advice to _____ in respect of the Purchase Contract with JGW and the transaction contemplated thereby. [Redacted] Dufresne was referred to me by the _____.

Professional’s Signature Date

C 13

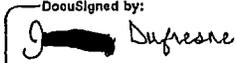
LIST OF DEPENDENTS

“Dependents” include your spouse and minor children and all other family members and other persons for whom you are legally obligated to provide support, including alimony.

I have dependent(s) as listed below:

Name of Dependent	Relationship	DOB	Age

If no dependent(s), please check this box

DocuSigned by:

2875E99EC18846E...

J. Dufresne

10/13/2015

Date

D 14



October 26, 2015

Genworth Life and Annuity Insurance Company
700 Main Street
Lynchburg, VA 24505-1280
Attn: Legal Department/Structured Settlements

Jamestown Life Insurance Company
6604 Broad Street
Richmond, VA 23230
Attn: Legal Department/Structured Settlements

RE: Notice of Sale/Assignment of Payment Rights
Your Contract #: 3826935
Payee: J [REDACTED] Dufresne

Dear Insurer:

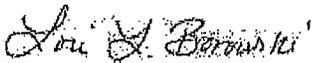
Please be advised that J.G. Wentworth Originations, LLC and/or its successors and assigns, have entered into a transaction with the above-referenced annuitant who is seeking to transfer certain of his/her rights to the payments scheduled to be received under the above-referenced annuity policy. We are currently seeking court approval pursuant to the applicable structured settlement transfer statute. Pursuant to the statute, please note the following information about the Purchaser:

J.G. Wentworth Originations, LLC
201 King of Prussia Road, Suite 200
Radnor, PA 19087
Tax ID # 88-0513164

PLEASE NOTE: No payments under this annuity should be held until the courts have entered a final order and we have forwarded this order to you.

Very truly yours,

J.G. Wentworth Originations, LLC

By: 
Lori Borowski, Vice President

201 KING OF PRUSSIA ROAD, SUITE 200 • RADNOR, PA 19087
PHONE: (800) 790-4016 • FAX: (866) 455-8067

15

RYAN SMITH & CARBINE, LTD.

ATTORNEYS AT LAW

MEAD BUILDING
98 MERCHANTS ROW
P. O. BOX 310
RUTLAND, VERMONT 05702-0310

NEW YORK OFFICE:
RYAN SMITH & CARBINE, P.C.
511 GLEN STREET
GLENS FALLS, NEW YORK 12801

TELEPHONE (802) 786-1000
FACSIMILE (802) 786-1100

TELEPHONE (518) 499-1272
FACSIMILE (518) 499-1273

WRITER'S DIRECT DIAL:
(802) 786-1017
Fax: (802) 786-1117
E-Mail: tsv@rsclaw.com

PLEASE REPLY TO: VERMONT NEW YORK

DEC - 2 2015

R. JOSEPH O'ROURKE
JOHN J. ZAWISTOSKI
THOMAS M. DOWLING
ALLAN R. KEYES
HARRY R. RYAN, III
GLENN S. MORGAN
JAMES B. ANDERSON ▲
WILLIAM A. O'ROURKE, III
ELIZABETH A. GLYNN
ANDREW H. MAASS
JOHN A. SERAFINO
MARK F. WERLE ▲
MATTHEW D. GILMOND
MARION T. FERGUSON
CORINA N. SCHAFFNER-FEGARD
TAMMY B. DENTON
PAUL A. DONALDSON
THOMAS S. VALENTE
ERIN J. GILMORE
FRANCESCA M. BOVE
STEPHANIE P. ROMEO
ERIC J. MORGAN
ANTONIN I. Z. ROBBASON
▲ ALSO ADMITTED IN NEW YORK

November 30, 2015

VIA ELECTRONIC FILING

Therese Corsones, Esq., Clerk
Vermont Superior Court
Rutland Unit, Civil Division
83 Center Street
Rutland, VT 05701

In re: James Bruno, Transferor/Payee
Docket No. 440-8-15 Rdcv

Dear Teri:

Per the Court's entry order dated November 24, 2015, enclosed please find a revised proposed Order Approving Transfer of Structured Settlement Payment Rights.

Please note that, for the sake of consistency, we have replaced the term "SCC" with "Settlement Capital" in the second sentence on page 1. For the parties' ease with respect to the future payment to Settlement Capital Corporation, we have also provided the address and taxpayer identification number for Settlement Capital Corporation on page 4.

Also enclosed is our Certificate of Service regarding the same. If you have any questions, please do not hesitate to contact me.

Sincerely yours,

/s/ Thomas S. Valente

Thomas S. Valente
TSV/maf
Enclosures
cc: Parties Listed on Certificate of Service
#9517-001/625098

4. At least ten (10) days before the date on which Payee first incurred an obligation with respect to the transfer, Transferee provided to Payee a disclosure statement in bold type, no smaller than fourteen (14) points in size, which specified:

- a) The amounts and due dates of the structured settlement payments to be transferred;
- b) The aggregate amount of the payments;
- c) The discounted present value of the payments to be transferred, which shall be identified as the "calculation of current value annuities," and the amount of the applicable federal rate used in calculating such discounted present value;
- d) The gross advance amount and the annual discount rate, compounded monthly, used to determine such figure;
- e) An itemized listing of all applicable transfer expenses, other than attorney's fees and related disbursements payable by the Payee in connection with the Transferee's application for approval of the transfer, and the Transferee's best estimate of the amount of any such fees and disbursements;
- f) The net amount payable to Payee after deducting all commissions, fees, costs, expenses, and charges described in sub-paragraph (e);
- g) The amount of any penalties or liquidated damages payable by Payee in the event of any breach of the Transfer Agreement by the Payee, as well as a description of any other financial penalties the Payee might incur with the Transferee as a result of such a breach; and
- h) A statement that the Payee has the right to cancel the Transfer Agreement, without penalty or further obligation, at any time before the date on which a court enters a final order approving the Transfer Agreement.

5. The transfer is in the best interest of the Payee taking into account the welfare and support of the Payee's dependents, considering all relevant factors, including:

- a) the Payee's ability to understand the financial terms and consequences of the transfer;
- b) the Payee's capacity to meet his or her financial obligations, including the potential need for future medical treatment;
- c) the need, purpose, or reason for the transfer; and

- d) whether the transfer is fair and reasonable, considering the discount rate used to calculate the gross advance amount, the fees and expenses imposed on the Payee, and whether the Payee obtained more than one quote for the same or a substantially similar transfer.
-

6. The Payee has been advised in writing by the Transferee to seek independent professional advice. The Payee has in fact received such advice regarding the financial advisability of the transfer and the other financial options available to the Payee, if any.

7. Transferee has given written notice of its name and address to the Annuity Issuer and the Structured Settlement Obligor, which notice has been filed with the Court.

8. The Transfer Agreement provides that the Payee resides in Vermont, and any dispute between the parties to the Transfer Agreement shall be governed in accordance with the laws of Vermont.

9. The court has determined that the net amount payable to Payee is fair, just, and reasonable under the circumstances existing at the time of entry of this Order.

Based on the foregoing findings, and the Court being otherwise fully advised in the premises;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that the transfer of structured settlement payment rights from Payee to Transferee, its successors and/or assigns, as described in the Petition, is APPROVED.

It is FURTHER ORDERED that:

1. The annuity issuer, Metropolitan Life Insurance Company (“Annuity Issuer”), and the Structured Settlement Obligor, MetLife Tower Resources Group Inc. (“Structured Settlement Obligor”) are hereby directed to remit and make payable to Settlement Capital the following payments due under the annuity:

- One (1) lump sum payment in the amount of \$45,000.00, out of the total Future Lump Sum Payment amount due under the Settlement Agreement and Annuity, due and payable September 26, 2017

(the "Assigned Payment") which shall be delivered to the Settlement Capital at the following address:

Settlement Capital Corporation #93889
P.O. Box 204360
Dallas, TX 75320-4390
Taxpayer ID No. 75-2253261

2. The death of the Payee prior to the due date of the last Assigned Payment shall not adversely affect the transfer of the Assigned Payment from the Payee to Transferee. The Payee is transferring all of his right, title and interest in and to the Assigned Payment on behalf of himself and his estate to Transferee, its successors and assigns. The Assigned Payment shall be made to Transferee irrespective of the death, insolvency, bankruptcy or incapacity of the Payee.

3. The Transferee shall be liable to Annuity Issuer and Structured Settlement Obligor for any liabilities, taxes or costs of any kind, including reasonable costs and attorneys' fees arising from compliance by Annuity Issuer and Structured Settlement Obligor with this Order and/or arising as a consequence of the Transferee's failure to comply with applicable law.

4. The Annuity Issuer and Structured Settlement Obligor shall discharge their obligation to make the Assigned Payment in question by paying and directing said payments to Transferee and by doing so the Annuity Issuer and Structured Settlement Obligor shall not have any liability to Payee for the Assigned Payment. This Order in no way modifies or negates the ownership or control of the underlying contract by Structured Settlement Obligor.

5. Any further transfer of structured settlement payment rights by the Payee shall be made in compliance with all of the requirements of the Act.

6. This Order is binding on any and all successors of the Payee, of other interested parties and of the Transferee.

7. Nothing in this Order shall be construed to authorize any transfer of structured settlement payment rights in contravention of any law.

8. Metropolitan Life Insurance Company is directed to issue a formal acknowledgment letter of the transfer within twenty (20) days of the date of receipt of this Order. The formal acknowledgment letter shall be delivered to Settlement Capital Corporation, 14755 Preston Road, Suite 610, Dallas, Texas 75254.

9. This constitutes a Final Order of the Court and is intended to dispose of all claims and relief asserted and requested in this proceeding.

DONE AND ORDERED at the Vermont Superior Court, Civil Division, Rutland Unit on this ____ day of _____, 2015.

Hon. _____
Presiding Superior Court Judge

STATE OF VERMONT

SUPERIOR COURT
Rutland Unit

CIVIL DIVISION
Docket No. 440-8-15 Rdev

In re: James Bruno, Tranferor/Payee)
)
)

CERTIFICATE OF SERVICE

I, Thomas S. Valente, Esq., hereby certify that on the 30th day of November, 2015, I served copies of the revised proposed *ORDER APPROVING TRANSFER OF STRUCTURED SETTLEMENT PAYMENT RIGHTS* upon the following individuals by depositing copies of same in the United States Mail, postage prepaid to the addresses indicated below:

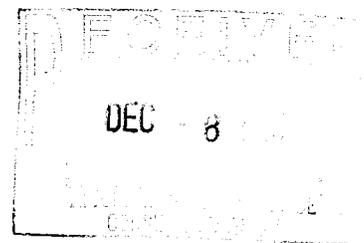
James A. Bruno 942 Staso Road Castleton, VT 05735	Metlife Tower Resources Group, Inc. Structured Settlement Department PO Box 14710 Lexington, KY 40512-4710
Metropolitan Life Insurance Company Structured Settlement Department 2025 Leestown Road, Suite J Lexington, KY 40511	Vermont Department of Taxes PO Box 429 133 State Street Montpelier, VT 05633-1401
Kathleen Bruno 942 Staso Road Castleton, VT 05735	Vermont Attorney General's Office 109 State Street Montpelier, VT 05609-1001
Vermont Office of Child Support 103 South Main Street Waterbury, VT 05671-1901	Settlement Capital Corporation 14755 Preston Rd., Ste 610 Dallas, TX 75254

DATED at the City of Rutland, County of Rutland and State of Vermont this 30th day of November, 2015.

RYAN SMITH & CARBINE, LTD

By: /s/ Thomas S. Valente
Thomas S. Valente, Esq. (ERN: 3357)
Ryan Smith & Carbine, Ltd.
PO Box 310
98 Merchants Row
Rutland, VT 05702-0310
802-786-1017
E-mail: tsv@rsclaw.com
Attorneys for Petitioner

WELLS LAW OFFICE
POST OFFICE BOX 250
WESTMINSTER, VERMONT 05158
TEL 802-722-4000
FAX 802-722-4005
WellsLawVt@aol.com



4 December 2015

Vermont Attorney General
109 State Street,
Montpelier, VT 05620 – 1001

CERTIFIED MAIL RETURN RECEIPT REQUESTED

RE:

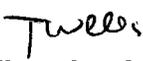
**Case Name: JG Wentworth Originations LLC - V. Pecor
Superior Court of Vermont,
Windsor Unit – Civil Division
Docket Number: 560-11-15 Wrcv**

Dear Gentlemen/Ladies:

I represent the transferee above named pursuant to applicable statutes, please accept this letter as notice that the payee/transferor above named has applied for a transfer of structured settlement payments to my client. Enclosed you will find a copy of the Application for filing pursuant to 9 VSA §2480ff(c). Also I have enclosed a copy of the hearing notice.

Should you have any questions at all about this process, please feel free to contact my office at the above number. I appreciate your time and consideration.

Sincerely,


Timothy J. Wells, Esq.

STATE OF VERMONT
WINDSOR UNIT

SUPERIOR COURT
CIVIL DIVISION

In re:
JG Wentworth Originations LLC
Applicant -Transferee.

And

Docket # 50-11-15 Wrcv

V. Pecor

NOTICE OF HEARING DATE AND DEADLINE

To the following:

Prudential Insurance Company of America,
Drinker, Biddle & Reath, LLP, Attn: Nicole Calabro, Esq.
One Logan Square, Suite 2000
Philadelphia, PA 19103-6996
Attn: Legal Dept/ Structured Settlements

Prudential Assigned Settlement Services Corp.
Drinker, Biddle & Reath, LLP, Attn: Nicole Calabro, Esq.
One Logan Square, Suite 2000
Philadelphia, PA 19103-6996
Attn: Legal Dept/ Structured Settlements

Vermont Attorney General's Office
109 State Street
Montpelier, Vermont 05609-1001

Vermont Office of Child Support
103 South Main Street
Waterbury, Vermont 05671-1901

Vermont Department of Taxes
Attn: Will S. Baker, Esq.
PO Box 429
133 State Street
Montpelier, VT 05633-1401

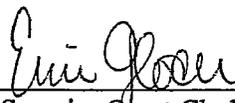
V. Pecor
Hartland, VT

PLEASE TAKE NOTICE that on the following date and time the Application for Approval of the Transfer of Structured Settlement Payment Rights by and between the above named shall be heard:

BEFORE: Presiding Superior Court Judge
PLACE: Windsor County Courthouse
12 The Green
Woodstock, Vermont 05091
(802) 457-2121
DATE: 11/16/2016
TIME: 9:30am O'clock

Any interested party shall have the right to file a response to said application. Any interested party is further advised that it is entitled to support, oppose, or otherwise respond to the application, by attending the hearing either in person or by counsel, by submitting written comments to the Court and counsel prior to the hearing, or by otherwise participating in the hearing. Written responses to the application may be filed with the Court, with copies to counsel, at any time until five (5) days prior to the hearing date, in order to be considered by the Court.

Dated this 4th day of December 2015.



Superior Court Clerk ~~Clerk~~ Docket Clerk

STATE OF VERMONT
WINDSOR UNIT

SUPERIOR COURT
CIVIL DIVISION

In Re:)
JG Wentworth Originations, LLC)
Applicant - Transferee. -) DOCKET #:560-11-15 Wrcv
&)
)
V. Pecor)
Payee - Transferor, -)

APPLICATION FOR APPROVAL OF THE TRANSFER PURSUANT TO 9 VSA 2480aa
et seq. BY AND BETWEEN
PAYEE AND APPLICANT TRANSFEREE ABOVE NAMED

COMES NOW, the Applicant Transferee and pursuant to 9 VSA 2480aa, et seq., files this Application seeking approval of the transfer of certain structured settlement payment rights, and in support thereof, states as follows:

1. This Application is filed pursuant to 9 VSA 2480aa, et seq. (the Vermont Transfer Act), seeking court approval of the transfer of a structured settlement.

2. The "Transferor" "Payee" above named is domiciled in Vermont and resides in the county in which the above captioned Superior Court, Civil Division is located. The Applicant, transferee above named, is a Nevada limited liability company with an address of 3993 Howard Hughes Parkway, Las Vegas, NV 89169-6754.

3. The annuity issuer Prudential Insurance Company of America, Drinker Biddle & Reath LLP, Attn: Nicole Calabro Esq., One Logan Square, Suite 2000, Philadelphia, PA 19103-6996 Attn: Legal Dept/ Structured Settlements, is a corporation, which is domiciled in New Jersey. The annuity obligor Prudential Assigned Settlement Services Corporation, Drinker Biddle & Reath LLP, Attn:

Nicole Calabro Esq., One Logan Square, suite 2000, Philadelphia, PA 19103-6996
Attn: Legal Dept/ Structured Settlements is a corporation which is domiciled in
New Jersey.

4. As a result of the settlement of a personal injury claim (auto accident) the payee is entitled to receive certain structured settlement payments. The terms of the settlement provide that the Applicant is to receive periodic sum payments. (The "Periodic Payments"). The party obligated to make the payments under the settlement agreement is Prudential Assigned Settlement Services Corporation. (The "Structured Settlement Obligor").

5. In order to fund its obligation to make the settlement payments to the Transferor, the Structured Settlement Obligor, or its predecessor purchased a commercial annuity from Prudential Insurance Company of America (the "Annuity Issuer"), bearing Annuity Contract Number #SSA000000397;

6. Federal law as codified in 26 USC § 5891 et al. seq. requires that in order to avoid the imposition of a 40% excise tax, the transfer of structured settlement payments rights must be approved by a Qualified Order. Federal law defines a Qualified Order as, in pertinent part, the order of a court issued by the state where the payee, resides provided that such state has adopted a structured settlement transfer statute which in this case is Vermont.

7. Vermont has adopted a structured settlement transfer statute i.e. 9 VSA §2480aa et seq.

8. The payee, desiring to receive an immediate net lump sum payment of \$15,500.00 agreed to transfer to the applicant transferee, or its assigns, the right to receive the following payments:

A) 1 payment of \$10,000.00 on March 15, 2017;

B) 1 payment of \$20,340.00 on March 15, 2022.

(The "Assigned Payments").

9. The Transferor has completed and executed a Purchase Agreement (the "Transfer Agreement" as defined by the Transfer Act). A True copy the Transfer Agreement is attached hereto as Exhibit "A" and incorporated by reference herein in its entirety.

10. The Applicant Transferee above named timely provided to Transferor the required disclosures. A true and correct copy of the Disclosure Statements are attached hereto as Exhibit "B" and incorporated herein by reference in its entirety. The form, content, and typeface of the Disclosure Statements meet all of the requirements set forth in the Transfer Act.

11. The Transferor has established and verifies that the transfer is necessary, fair, reasonable, and appropriate, and in the best interests of the Transferor and the transferor's dependents if any taking into account the welfare and support of the payee's dependents if any, considering all relevant factors, including:

(A) the payee's ability to understand the financial terms and consequences of the transfer;

(B) the payee's capacity to meet his or her financial obligations, including the potential need for future medical treatment;

(C) the need, purpose, or reason for the transfer; and

(D) whether the transfer is fair and reasonable, considering the discount rate used to calculate the gross advance amount, the fees and expenses imposed on the payee, and whether the payee obtained more than one quote for the same or a substantially similar transfer.

The interests of the Transferor and the transferor's dependents if any would be better served with an immediate transfer of these funds and it is not expected to subject the Transferor and the transferor's dependents if any to undue or unreasonable financial hardship in the future.

12. The transferor was advised in writing by transferee to seek independent professional advice regarding the financial advisability of the transfer and the other financial options available to the payee, if any, and that the payee has in fact received such advice or such advice is unnecessary for good cause. See Statement of Professional Representative marked Exhibit "C" attached and incorporated herein by reference in its entirety.

13. The transfer complies with all requirements of the Transfer Act and will not contravene other applicable law, statute or order of any court or other governmental authority.

14. Notice has been provided to the annuity issuer and/or structured settlement obligor of transferee's name, address and taxpayer identification number, as required by applicable statute. See Exhibit "D" attached.

15. List of transferor's dependents and their ages: The transferor has the following dependents:

- a) J. Doxter Spouse 30 years old;**
- b) C. Pecor child 8 years old;**
- c) C. Doxter stepchild 9 years old.**

See Copy of statement of dependents marked "Exhibit F" attached and incorporated herein by reference in its entirety.

16. Prior Transfers:

To the best of the transferee's knowledge after making a reasonable inquiry to the payee, the structured settlement obligor, and the annuity issuer, there has been one previous transfer or application for the transfer of structured settlement payment rights of the payee:

a. Vermont Superior Court, Windsor Unit – Civil Division docket number 377-7-15 Wrcv by order dated September 24, 2015 approving the transfer of:

- 1) 1 payment of \$10,000.00 on March 15, 2017; and
- 2) 1 payment of \$19,621.62 on March 15, 2022

17. The Transferee will provide proper notice to all interested parties upon receipt of an Order setting this matter for hearing.

WHEREFORE, the applicant respectfully requests the honorable court, after conducting a hearing on the application, as follows:

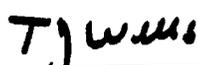
A) To determine that independent professional advice to the payee regarding the financial advisability of the transfer and the other financial options available to the payee, if any, is unnecessary pursuant to subdivision 9 VSA 2480dd (a) (2) of this title;

B) To approve the transfer; and

C) For such other relief as seems just.

Dated this 19th day of November 2015.

Wells Law Office

By: 

Timothy J. Wells, Esq.

PO Box 250

Westminster, Vermont 05158

(802) 722-4000

Wellslawvt@aol.com

Attorney for Applicant

V. Pecor to JG Wentworth Originations LLC
19 November 2015

INDEX TO ATTACHED EXHIBITS

<u>EXHIBIT</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
A.	Transfer Agreement	1-10
B.	Disclosure Statement	11-12
C.	Statement of Professional Representation	13
D.	List of Dependents and Their Ages	14
E.	Notice to Annuity Issuer and Annuity Obligor	15

Account ID: 1022064

PURCHASE CONTRACT

This is a Purchase Contract ("Contract") for the sale of structured settlement payments between
 V. Pecor (You, Your), and J.G. Wentworth Originations, LLC (We, Us, Our)
 3993 Howard Hughes Parkway, Suite 250, Las Vegas, NV 89169-6754.

BACKGROUND

- A. In connection with the resolution of a personal injury claim, You or someone acting for You, signed a Settlement Agreement that entitles You to receive certain future payments ("Settlement Payments"), according to a set schedule.
- B. Those Settlement Payments are being paid to You from an annuity policy ("Annuity Policy") purchased by the Person responsible for making the Settlement Payments to You ("Obligor").
- C. Rather than wait for the Settlement Payments to be made to You in the future, You want to sell all or some of those Settlement Payments ("Purchased Payments") to Us now for a lump sum.
- D. **THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH YOU SHOULD READ CAREFULLY, AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW DISPUTES BETWEEN YOU AND US ARE RESOLVED.**

DEFINED WORDS

Certain words used in this Contract have specific meanings, shown below.

Affiliate	An entity controlled by, controlling, or under common control with, another entity.
Annuity Policy	The policy purchased by the Obligor to ensure that the Settlement Payments are made to You as required by the Settlement Agreement.
Closing Documents	Any documents necessary to carry out the purchase of the Purchased Payments, other than the "Contract or Contract Documents" as defined below.
Contract or Contract Documents	Collectively, only this Contract and the Disclosure Statement.
Contract Date	The date Your signature at the end of this Contract is E-signed and date stamped. However, if You happen to sign this Contract before the number of days stated at the end of Your Disclosure Statement for waiting has passed, You will have no obligation under Your Contract until that time has passed.
Court Order	A legally binding ruling issued by a judge or properly empowered administrative officer, approving the sale of the Purchased Payments to Us ("Court Approval").
Disclosure Statement	The document which identifies for You, the Purchased Payments, expenses, Purchase Price and various other disclosures.
Encumbrance	Any claim, right, lien, policy loan, or restriction. In addition, this includes any limits on rights of ownership (such as the use, voting, transfer, receipt of income, etc.).
Funding Date	The date We pay You the Net Purchase Price.
Issuer	The insurance company that issued the Annuity Policy.

A1

Account ID: 1022064

Obligor	The Person who is obligated to make payments to You under the Settlement Agreement.
Party	One of You or Us. Parties means both You and Us.
Person	Any natural person or legal entity.
Purchased Payments	Only those certain payments that We are purchasing from You under this Contract.
Purchase Price:	
Gross Purchase Price	The amount shown as the "gross amount payable to the seller (You)" on the Disclosure Statement. This is the sum We have agreed to pay You <i>before</i> any deductions as set forth in the Contract Documents.
Net Purchase Price	The amount shown as the "net amount payable to the seller (You)" on the Disclosure Statement. This is the sum We have agreed to pay You <i>after</i> any deductions as set forth in the Contract Documents.
Settlement Agreement	The agreement that You and the Obligor signed to resolve Your personal injury claim.
Settlement Payments	All of the payments that the Obligor has agreed to make to You in the Settlement Agreement.
We, Our, or Us	J.G. Wentworth Originations, LLC, along with any of its successors, assigns, and designees. Some of the Contract Documents or Closing Documents may refer to Us as the purchaser.
You or Your	The Person named on this Contract's first page. Some of the Contract Documents or Closing Documents may refer to You as the seller.

You and We agree as follows:

1. SALE OF THE PURCHASED PAYMENTS

- A. Upon the signing of this Contract and subject to certain conditions including Court Approval, You sell, transfer and assign to Us the right to receive the Purchased Payments specifically identified in the Disclosure Statement.
- B. We will pay You the Net Purchase Price as agreed to in the Contract Documents, subject to certain conditions, including meeting Our underwriting requirements, Court Approval and satisfactory completion of the Closing Documents. We will do this in exchange for You:
- selling the Purchased Payments to Us;
 - changing the beneficiary of the Annuity Policy to Your estate and not changing it again until We have been paid all of the Purchased Payments;
 - having any current beneficiaries waive their rights to the Purchased Payments; and
 - fulfilling Your promises under this Contract.
- C. If We are buying only a portion of Your payments, this will have no effect upon Your rights in the unsold portion. You will continue to receive the unsold portion unless You have already sold or encumbered that portion. However, sometimes the Issuer, the Obligor or the court may require Us to receive the entire amount of Your payment. If so, We will then forward the portion of the payment still due to You and You hereby agree to this payment servicing arrangement.

2. PURCHASE PRICE

- A. The Gross and Net Purchase Prices are shown on the Disclosure Statement and are fair and acceptable to You and Us.

2

Account ID: 1022064

- B. We will pay You the Net Purchase Price in the manner You designate for Us.
- C. Before we pay You, You agree that We will adjust for the following amounts, *if applicable*:
- Purchased Payments Owed to Us – The Issuer may have already paid You some of the Purchased Payments before We have paid You for them. If that happens, We will deduct the amount of those Purchased Payments.
 - Holdbacks – Due to possible delays in the Issuer beginning to make the Purchased Payments to Us instead of You, We will hold back an amount equal to any Purchased Payments that the Issuer owes Us post Court Approval, that are due within 90 days of the Funding Date. If We subsequently receive those particular Purchased Payments directly, We will return the amount of any related holdback to You.
 - Payment of Debts Owed – If You owe any past due child support, bankruptcy payoffs or taxes, or have any judgments or liens against You or Your assets, We may pay those amounts and deduct them from the amount We pay You, and You hereby provide Us with specific authority to take such action. We will provide You with notice of the amounts that We are going to pay, prior to actual payment.
- D. If any Purchased Payments are mistakenly sent to You after We have paid You for them, You will immediately contact Us. If We then determine that any deductions or holdbacks as set forth above are not enough to reimburse Us, We will advise You of the amount You owe Us. You agree to immediately send that amount to Us by bank or certified check.

3. YOUR REPRESENTATIONS AND WARRANTIES

You represent and warrant to Us the following:

- A. You understand that **THIS IS A SALE AND NOT A LOAN.**
- B. The Annuity Policy is in full force, You are the sole and undisputed recipient of the right to the Purchased Payments, have the right to sell them free and clear of any Encumbrances and have not previously sold any of the Purchased Payments to any other Person.
- C. You understand that Court Approval is required for this purchase; and You agree to fully cooperate with Us to obtain that approval.
- D. You gave Us all requested information and signed all documents necessary to complete the purchase. Every statement made by You in the Contract Documents and Closing Documents is true and complete.
- E. No law, divorce decree or other legal obstacle:
- requires You to keep the Purchased Payments for the benefit of a current or former spouse, dependent children, or other person; or
 - legally prevents You from contracting with Us, selling the Purchased Payments or changing the Annuity Policy's beneficiary.
- F. Either:
- You have never filed for bankruptcy, will not do so before the Funding Date and there are no lawsuits or efforts by any of Your creditors to put You into bankruptcy or take any of the Purchased Payments; or
 - If You filed for bankruptcy, the Purchased Payments were not subject to the claims of Your creditors. You will give Us a copy of any of Your bankruptcy documents that We request including evidence of a final bankruptcy payoff or case closing, if any.
- G. We can rely on Your representations, warranties, and promises in this Contract. These representations, warranties, and promises are for Our benefit and the benefit of any future owners of the Purchased Payments. You understand that Our reliance on any intentional misrepresentation by You may result in Our enforcing Our rights against You in court.

Account ID: 1022084

- H. You had enough time to consider the sale of the Purchased Payments, understand the terms of the Contract Documents and Closing Documents (including the arbitration provision), are of legal contracting age and sound mind, not under the influence of drugs or alcohol, and freely and voluntarily, enter into this Contract and agree to all of its terms.
- I. You were advised by Us to obtain independent legal advice and professional tax advice about the sale of the Purchased Payments and to have those advisors review the terms and legal, tax and other effects of this Contract with You prior to Your execution of this Contract. You have also explored all appropriate financial options before entering into this transaction.
- J. We did not provide tax, financial, or legal advice to You about this Contract and have advised You that We may not refer You to any specific attorney for such purpose.
- K. If You are married, Your spouse understands all of the terms and conditions of this Contract including, but not limited to the fact that, after the Funding Date, You (and Your spouse) will not receive the same amount of money on the same payment schedule as You would have received under the Annuity Policy. Your spouse has been provided with all information relating to the transaction and has had every opportunity to review the terms of the transaction and to seek any advice relating thereto. Your Spouse also understands that he or she will be giving up any property or contract rights that he or she may have in the Purchased Payments.
- L. We may sell, transfer, or assign Our right to the Purchased Payments in a sale, securitization, or other financing transaction (resale). Any resale would involve disclosing certain information about You (including Your personal information) to the parties to a resale.
- M. Any future owner of the right to the Purchased Payments will have all of the same rights We have, including the right to the duties You owe Us under this Contract. This includes the right to make a claim against You for violating any of the representations, warranties, or promises You made in this Contract.

4. YOUR PROMISES TO US

Before and after the Funding Date:

- A. You will tell us right away if Your address or telephone number changes and do everything necessary, including completing and signing all documents to:
- sell the right to the Purchased Payments to Us;
 - change the beneficiary as required by this Contract; and
 - correct any documentation errors in the Contract Documents or Closing Documents.
- B. You will also tell Us if any of the following occurs:
- a violation of this Contract; or
 - anything that could negatively affect the Annuity Policy, the Purchased Payments, or this Contract.
- C. You will not:
- agree to sell the Purchased Payments to any Person other than Us;
 - change the Annuity Policy's beneficiary to any Person other than Your estate until We have collected all of the Purchased Payments; or
 - withdraw cash from, borrow against, or change the Annuity Policy.
- D. You will give Us information necessary to update Your representations, warranties, and promises in this Contract. You will also update any documents and information so they will be true and complete on the Funding Date.

4

Account ID: 1022064

- E. We are now, and will continue in the future, to rely on the representations and warranties You have given Us. We will confirm the accuracy of Your representations and warranties. You must cooperate with this confirmation and provide complete access to any information We believe necessary.
- F. You agree that updating representations, warranties, promises, documents and other information will not cure a breach of any representation or warranty made by You that was not true and complete.
- G. You agree that Our obligation to You under this Contract is strictly limited to the requirement to pay You what We owe You under the terms of this Contract, after receipt and approval of the Closing Documents, final underwriting approval and Court Approval. Under no circumstances will We be liable for any consequential damages.
- H. You hereby appoint Us and any of Our designees, with full power of substitution as your Attorney in Fact, to act in Your name and place for the purpose of assigning and transferring ownership of any and all right, title and interest that You have in the Purchased Payments and for Us to obtain all benefits contemplated by this transaction. You also give Us full authority to act in any way proper and necessary to exercise this Attorney in Fact appointment including, but not limited to: (1) negotiating, endorsing and executing checks, drafts and other instruments in Your name; and (2) instituting, maintaining, compromising, settling and terminating any litigation or other proceedings related to the Purchased Payments. This power of attorney is coupled with an interest and shall survive death or disability.

5. CANCELLATION BY US

We may cancel this Contract before the Funding Date if:

- A. You breach any representation, warranty, or promise in any Contract Documents or Closing Documents.
- B. The petition for the Court Order is contested, opposed, or not approved.
- C. We are sued or threatened with a lawsuit or an arbitration about this Contract or the Annuity Policy.
- D. There is any threatened, pending, or final action, or change in law or rule challenging the legality of, or negatively affecting this transaction.
- E. You file for, or are forced into bankruptcy.
- F. You die.
- G. Final approval has not been given by Our underwriting department.
- H. The Purchase Contract is not signed by You and received back by Us by December 24, 2015.
- I. A major rating agency downgrades the Issuer's credit rating.
- J. The Issuer is, or becomes insolvent, or under regulatory supervision.
- K. With respect to A through J above, to the extent permitted by applicable law, the arbitration provision in Section 9 of this Contract shall survive the termination, cancellation or rescission of this Contract.

6. CANCELLATION BY YOU

- A. (1) YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR FURTHER OBLIGATION AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS AFTER THE DATE YOU RECEIVE PAYMENT HEREUNDER FROM US. IN ORDER FOR THE CANCELLATION TO BE EFFECTIVE, YOU MUST SEND A NOTICE POSTMARKED AT ANY TIME WITHIN FIVE BUSINESS DAYS AFTER YOU RECEIVE PAYMENT HEREUNDER FROM US (This is the rescission period).
- (2) YOUR NOTICE IS TO BE SENT EITHER BY CERTIFIED OR REGISTERED MAIL (RETURN RECEIPT REQUESTED) OR PEDEX OR ANOTHER MAJOR OVERNIGHT DELIVERY SERVICE. THE

Account ID: 1022064

NOTICE MUST INCLUDE A BANK OR CERTIFIED CHECK MADE PAYABLE TO US, IN THE FULL AMOUNT RECEIVED BY YOU, YOUR NOTICE MUST BE SENT TO:

J.C. Wentworth Originations, LLC
Attention: Manager of Operations
3993 Howard Hughes Parkway, Suite 250
Las Vegas, NV 89169-6734

- B. GEORGIA RESIDENTS:** YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO 5:00 P.M. OF THE TWENTY-FIRST DAY FOLLOWING RECEIPT OF THE ENCLOSED "NOTICE OF CANCELLATION RIGHTS" FORM, OR AT THE HEARING ON THE APPLICATION FOR AUTHORIZATION OF A TRANSFER OF STRUCTURED SETTLEMENT PAYMENT RIGHTS, OR AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS AFTER YOU RECEIVE PAYMENT HEREUNDER FROM US, WHICHEVER EVENT OCCURS LAST (This is the Georgia rescission period). IN ORDER FOR THE CANCELLATION TO BE EFFECTIVE, YOU MUST SIGN THE ENCLOSED "NOTICE OF CANCELLATION RIGHTS" FORM AND MAIL OR DELIVER IT TO US AS SPECIFIED IN THAT NOTICE AND YOU MUST RETURN ALL AMOUNTS (PURCHASE PRICE OR OTHERWISE) RECEIVED BY YOU ACCORDING TO THE REQUIREMENTS OF 6 (A) (2) ABOVE.
- C. WEST VIRGINIA RESIDENTS:** IN ORDER FOR YOUR CANCELLATION TO BE EFFECTIVE, YOUR NOTICE CAN BE SUBMITTED VIA PHONE, MAIL, OR FACSIMILE. ANY AMOUNTS ADVANCED BY US IN CONTEMPLATION OF THE TRANSFER SHALL BE IMMEDIATELY REFUNDED TO US. IF YOU DISMISS YOUR ACTION AFTER APPOINTMENT OF A GUARDIAN AD LITEM, OR RESCIND YOUR TRANSFER AGREEMENT (PURCHASE CONTRACT) WITHIN THE RESCISSION PERIOD IN 6(A)(1) ABOVE, YOU SHALL BE RESPONSIBLE FOR THE FILING FEE AND ANY GUARDIAN AD LITEM FEES.
- D.** With respect to A through C above, to the extent permitted by applicable law, the arbitration provision in Section 9 of this Contract shall survive the termination, cancellation or rescission of this Contract.

7. NOTICES

- A.** All notices about this Contract must be in writing.
- B.** All notices must be sent either by: (1) certified or registered mail (return receipt requested); or (2) FedEx or another major overnight delivery service with a delivery tracking system and are considered given when delivered as follows: If to You: to the most recent address for You listed in Our files. If to Us: to the address listed in Section 6(A) (2) of this Contract.

8. EVENTS OF DEFAULT

You will be in default if You:

- A.** fail to comply with any terms or conditions of this Contract; or
- B.** breach any of Your representations, warranties and promises in this Contract.

If You are in default, even if You have not rejected the arbitration provision (see Section 9 of this Contract), We have the right to enforce Our rights against You in court to make You perform Your promises or to get money from You. If We sue You in court in connection with a Claim that is subject to arbitration under the arbitration provision in Section 9 of this Contract, and You have not rejected the arbitration provision, You will have the option of remaining in court or seeking to compel arbitration of that Claim under the terms of the arbitration provision.

Account ID: 1022064

9. ARBITRATION PROVISION

To the extent permitted by applicable law, You and We agree to the following arbitration provision.

YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION PROVISION AS SET FORTH BELOW. If You do not reject this arbitration provision and a Claim is arbitrated, You will not have the right to: (1) have a court or a jury decide the Claim; (2) engage in information gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.

Claims Subject to Arbitration. A "Claim" subject to arbitration is any claim, dispute or controversy between You and Us (other than an Excluded Claim or Proceeding as set forth below), whether preexisting, present or future, which arises out of, or relates to the Contract, the negotiations related thereto, the breach thereof or any other transaction conducted with us in connection with the Contract. "Claim" has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, third-party claims and federal, state, local and administrative claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity and includes claims for money damages and injunctive or declaratory relief. Upon the demand of You or Us, Claim(s) will be resolved by individual (not class or class-wide) binding arbitration in accordance with the terms specified in this arbitration provision.

Special Definitions. Solely for purposes of this arbitration provision, in addition to the meanings set forth in this Contract: (1) "We," "Us" and "Our" also (a) refer to Our employees, officers, directors, parents, controlling persons, subsidiaries and affiliates and (b) apply to third parties if You assert a Claim against such third parties in connection with a Claim you assert against Us; and (2) "You" or "Your" also refer to Your current or former spouse(s), children, heirs, estate, executors, successors, assigns, representatives and beneficiaries.

Excluded Claim or Proceeding. Notwithstanding the foregoing, "Claim" does not include any dispute or controversy about the validity, enforceability, coverage or scope of this arbitration provision or any part thereof (including, without limitation, the "Class Action Waiver" set forth below and/or this sentence); all such disputes or controversies are for a court and not an arbitrator to decide. However, any dispute or controversy that concerns the validity or enforceability of the Contract as a whole is for the arbitrator, not a court, to decide. In addition, We will not require You to arbitrate any individual action brought by You in small claims court or Your state's equivalent court, unless such action is transferred, removed, or appealed to a different court.

Federal Arbitration Act. Notwithstanding any other provision in this Contract, You and We agree that this Contract evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) ("FAA") shall govern its interpretation and enforcement and proceedings pursuant thereto. To the extent state law is applicable under the FAA, the law of the state of Your domicile (where You regularly reside on the Contract Date) shall apply.

Class Action Waiver. Notwithstanding any other provision of this Contract, if a Claim is arbitrated, neither You nor We will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other Persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision (provided, however, that the Class Action Waiver does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers including You. This means that We will not have the right to compel arbitration of any claim brought by such an agency). The Class Action Waiver is nonseverable from this arbitration provision. If the Class Action Waiver is limited, voided or found unenforceable, then this arbitration provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver.

Arbitration Procedures. If You or We seek to arbitrate a Claim, the Party seeking arbitration must notify the other Party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit, such as a motion to compel arbitration. Otherwise, Your notice must be sent to Us at the address specified in Section 6 (A) (2) of this Contract and Our notice must be sent to the most recent address for You in our files. Any arbitration hearing that You attend will take place in a venue of Your domicile. If a Party files a lawsuit in court asserting Claim(s) that are subject to arbitration, and the other Party files a motion to compel arbitration with the court, which is granted, it will be the responsibility of the Party prosecuting the Claim(s) to select an arbitration administrator in accordance with the paragraph below and commence the arbitration proceeding in accordance with the administrator's rules and procedures.

Account ID: 1022064

The arbitration will be administered by the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, 1-800-778-7879 or JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, www.jamsadr.com, 1-800-352-5267. The rules and forms of the AAA and JAMS may be obtained by writing to these organizations at the addresses listed above. If the AAA and JAMS are unable or unwilling to serve as administrator, the Parties may agree upon another administrator or, if they are unable to agree, a court shall determine the administrator. No company may serve as administrator, without the consent of all Parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of this arbitration provision. In the event of a conflict between the provisions of this arbitration provision, on the one hand, and other provisions of this Contract or any applicable rules of the AAA or JAMS or other administrator used, on the other hand, the provisions of this arbitration provision shall control.

A single arbitrator will be appointed by the administrator and must be a practicing attorney with ten or more years of experience or a retired judge. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration proceedings. The arbitrator will honor statutes of limitation and claims of privilege recognized under applicable law. In determining liability or awarding damages or other relief, the arbitrator will follow this Contract and the applicable substantive law, consistent with the FAA and this Contract, that would apply if the matter had been brought in court. At Your written request, we will pay all filing, hearing and/or other fees charged by the administrator and arbitrator to You for Claim(s) asserted by You in arbitration after You have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which You reside. (If You have already paid a filing fee for asserting the Claim(s) in court, You will not be required to pay that amount again). In addition, the administrator may have a procedure whereby You can seek a waiver of fees charged to You by the administrator and arbitrator. We will always pay any fees or expenses that We are required to pay by law or the administrator's rules or that We are required to pay for this arbitration provision to be enforced. The arbitrator will have the authority to award attorneys' and expert witness fees and costs to the extent permitted by this Contract, the administrator's rules or applicable law. The arbitrator will always award You reasonable attorneys' and expert witness fees and costs (a) if and to the extent You prevail on Claims you assert against Us in an arbitration commenced by You and (b) to the extent required under applicable law for this arbitration provision to be enforced. The arbitrator shall write a brief explanation of the grounds for the decision. A judgment on the award may be entered by any court having jurisdiction.

Severability and Survival. If any part of this arbitration provision, other than the Class Action Waiver, is deemed or found to be unenforceable for any reason, the remainder shall be enforceable. To the extent permitted by applicable law, this arbitration provision shall survive the termination, cancellation or rescission of this Contract.

Effect of Arbitration Award. The arbitrator's award shall be final and binding on all Parties, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either Party exceeding \$50,000, any Party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing Party. The decision of the panel shall be by majority vote. Reference in this arbitration provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the above paragraph titled "Arbitration Procedures." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA.

Right to Reject Arbitration Provision. You may reject this arbitration provision by sending Us written notice of Your decision so that We receive it at the address listed below within forty-five (45) days of the Contract Date. Such notice must be sent by certified or registered mail (return receipt requested) or by FedEx or another major overnight delivery service with a delivery tracking system; must include a statement that You wish to reject the arbitration provision along with Your name, address, Account ID, number and Your signature; and must be delivered to Us at the address specified in Section 6 (A) (2) of this Contract. This is the sole and only method by which You can reject this arbitration provision. Upon receipt of a rejection notice, We will reimburse You for the standard cost of a certified or registered letter or overnight delivery. Rejection of this arbitration provision will not affect any other terms of this Contract and will not result in any adverse consequence to You. You agree that Our business records will be final and conclusive with respect to whether You rejected this arbitration provision in a timely and proper fashion. This arbitration provision will apply to You and Us unless you reject it by providing proper and timely notice as stated herein.

Account ID: 1022064

10. MISCELLANEOUS

- A. You give Us permission to conduct background checks on You, including obtaining information from the credit bureaus, in order to verify Your legal residence, contact information, and any other information We deem necessary for this transaction. We can also search records for UCC filings, bankruptcy filings, judgments, liens and child support obligations against You.
- B. This Contract is the entire agreement between You and Us.
- C. If there is more than one of Us or You, this Contract applies to all of those people together, and to each of them on their own.
- D. Both Parties must agree in writing to any change to this Contract or waiver of its terms.
- E. Except as set forth in the arbitration provision in Section 9 of this Contract, if a court undoes any part of this Contract, the rest of the Contract remains valid.
- F. You cannot voluntarily or involuntarily sell, assign, or transfer this Contract, or any of Your rights or duties under this Contract. Any such action taken by You in violation of this section shall be void and of no effect.
- G. Except as otherwise required by applicable law, the law of the state of Your domicile (where You regularly reside on the Contract Date) will govern this Contract and disputes under this Contract shall be determined in Your domicile State (where You regularly reside on the Contract Date).
- H. This Contract also holds responsible Your heirs, and executors. This Contract benefits only You and Us, and no one else. However, if properly assigned by Us, this Contract will bind and benefit Our successors and assigns.
- I. Failure to enforce any provision of this Contract is not a waiver of that provision.
- J. The Parties may sign this Contract in one or more counterparts. Each counterpart will be considered an original. All counterparts will form one Contract. A facsimile, pdf or other electronic copy of the signed Contract or any counterpart will be considered an original and treated as such in any court [or arbitration] proceeding.
- K. We have investigated the proposed transfer of the Purchased Payments and, in light of information available to Us, have identified no violation of any applicable state or federal law.
- L. You will not receive an IRS Form 1099 from Us.
- M. Titles and headings in this Contract are for convenience only. Do not use them to interpret this Contract.
- N. Except as otherwise set forth in this Contract (including the arbitration provision in Section 9 of this Contract), You and We will pay our respective costs and expenses in carrying out this Contract.
- O. You give Us permission to request from our Affiliates information and documentation You have previously provided to them which we deem necessary for this transaction, including, bankruptcy filings, judgments, settling documents, annuity documents, liens, child support obligations, divorce documents.

You and We, intending to be legally bound, have signed this Contract as of the Contract Date below, and agree to all of its terms and conditions, including the arbitration provision.

Account ID: 1022064

By signing below, You also acknowledge that You were advised by Us in writing, that You should obtain independent legal advice and professional tax advice about the sale of the Purchased Payments and to have those advisors review with You, the terms and legal, tax and other effects of this Contract.

SELLER:

[Signature]
Pecor 11-16-15



Sworn to and subscribed
Before me this 16th day of November, 2015
[Signature]
Notary

NOTARY PUBLIC
STATE OF VERMONT
WILLIAM L. MEYER
MY COMMISSION EXPIRES FEB. 10, 2019

11-16-15
Date

SELLER'S SPOUSE (if applicable)

[Signature]
Spouse *[Signature]* Dexter
11-16-15



Sworn to and subscribed
Before me this 16th day of November, 2015
[Signature]
Notary

NOTARY PUBLIC
STATE OF VERMONT
WILLIAM L. MEYER
MY COMMISSION EXPIRES FEB. 10, 2019

Date

US: J.G. Wentworth Originations, LLC

BY: *[Signature]*
Lori Borowski, Vice President

November 9, 2015

**VERMONT
DISCLOSURE STATEMENT**

We will purchase the following payments (Purchased Payments) from You:

A) 1 payment of \$10,000.00 on March 15, 2017 B) 1 payment of \$20,340.00 on March 15, 2022

(The remainder of the page intentionally left blank)

B 11

The aggregate amount of the Purchased Payments is \$30,340.00.

The discounted present value of the aggregate Purchased Payments at the federal interest rate of 2.00% is \$27,663.90. The discounted present value is the calculation of the current value of the transferred structured settlement payments (Purchased Payments) under federal standards for valuing annuities.

The gross amount payable to seller (You) is \$15,500.00.

No other expenses are incurred by You.

The net amount payable to the seller (You) is \$15,500.00.

Based on the net amount that You will receive in payment from Us and the amounts and timing of the structured settlement payments that You are selling to Us, this is the equivalent of interest payments to Us at a rate of 17.11% per year. PLEASE NOTE THAT THIS IS NOT A LOAN, BUT A SALE OF PAYMENT RIGHTS AND THE INTEREST FIGURE IS ONLY PROVIDED AS AN ILLUSTRATION OF THE ECONOMIC IMPACT OF THE SALE.

Notice of Cancellation Rights:

You may cancel without penalty or further obligation, not later than the fifth business day after Your receipt of payment from Us under the transfer agreement (Purchase Contract).

Please be advised there are no penalties or liquidated damages payable by You in the event of any breach of the transfer agreement (Purchase Contract) by You.

By signing below, You are confirming receipt of this Disclosure Statement at least 10 days prior to You executing the transfer agreement (Purchase Contract).

DocuSigned by:
VIC PECOR
CC692E5888E490
VIC PECOR



LIST OF DEPENDENTS

“Dependents” include your spouse and minor children and all other family members and other persons for whom you are legally obligated to provide support, including alimony.

I have dependent(s) as listed below:

Name of Dependent	Relationship	DOB	Age
J [redacted] Doxter	Husband	11/09/1983	32
C [redacted] Pecor	Daughter	10/06/2007	8
C [redacted] Doxter	Step son	12/27/2005	9

If no dependent(s), please check this box _____

DocuSigned by:
V [redacted] Pecor
CC8992E5988F490...

V [redacted] Pecor

11/9/2015

Date



November 17, 2015

Prudential Insurance Company of America
Drinker Biddle & Reath, LLP, Attn: Nicole Calabro
One Logan Square, Suite 2000
Philadelphia, PA 19103-6996
Attn: Legal Department/Structured Settlements

Prudential Assigned Settlement Services Corp.
Drinker Biddle & Reath, LLP, Attn: Nicole Calabro
One Logan Square, Suite 2000
Philadelphia, PA 19103-6996
Attn: Legal Department/Structured Settlements

RE: Notice of Sale/Assignment of Payment Rights
Your Contract #: SSA000000397
Payee: V█████████ Pecor

Dear Insurer:

Please be advised that J.G. Wentworth Originations, LLC and/or its successors and assigns, have entered into a transaction with the above-referenced annuitant who is seeking to transfer certain of his/her rights to the payments scheduled to be received under the above-referenced annuity policy. We are currently seeking court approval pursuant to the applicable structured settlement transfer statute. Pursuant to the statute, please note the following information about the Purchaser:

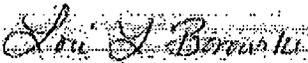
J.G. Wentworth Originations, LLC
201 King of Prussia Road, Suite 200
Radnor, PA 19087
Tax ID # 88-0513164

PLEASE NOTE: No payments under this annuity should be held until the courts have entered a final order and we have forwarded this order to you.

Very truly yours,

J.G. Wentworth Originations, LLC

By:


Lori Borowski, Vice President

201 KING OF PRUSSIA ROAD, SUITE 200 • RADNOR, PA 19087
PHONE: (800) 790-4016 • FAX: (866) 455-8087

E 15

WELLS LAW OFFICE
POST OFFICE BOX 250
WESTMINSTER, VERMONT 05158
TEL 802-722-4000
FAX 802-722-4005
WellsLawVt@aol.com



7 December 2015

**Vermont Attorney General's Office
109 State Street
Montpelier, Vermont 05609-1001**

**Re: Structured Asset Funding LLC – M. Sweet fka M. Whitehouse
(Application for Approval of Transfer of Structured Settlement Payment)
Case Number 1087-11-15-Cncv Vermont Superior Court – Chittenden Unit - Civil Division**

Dear Gentlemen/Ladies:

I represent the transferee above named pursuant to applicable statutes, please accept this letter as notice that the payee/transferor above named has applied for a transfer of structured settlement payments to my client. Enclosed you will find a copy of the Application for filing pursuant to 9 VSA §2480ff(c). Also I have enclosed a copy of the hearing notice.

Should you have any questions at all about this process, please feel free to contact my office at the above number. I appreciate your time and consideration.

A handwritten signature in cursive script that reads "T Wells".

Timothy J. Wells, Esq.

PLEASE TAKE NOTICE that on the following date and time the Application for Approval of Structured Settlement Payment Rights by and between the above named shall be heard:

BEFORE: Presiding Superior Court Judge

PLACE: Chittenden County Courthouse
175 Main Street
Burlington, Vermont 05402
(802) 863-3467

DATE: January 11, 2016

TIME: 1:00 pm

Any interested party shall have the right to file a response to said application. Any interested party is further advised that it is entitled to support, oppose, or otherwise respond to the application, by attending the hearing either in person or by counsel, by submitting written comments to the Court and counsel prior to the hearing, or by otherwise participating in the hearing. Written responses to the application may be filed with the Court, with copies to counsel, at any time until five (5) days prior to the hearing date, in order to be considered by the Court.

A copy of this Notice, setting forth the time and place of the hearing, as well as a copy of the application shall be served on the transferor, annuity issuer and insurance obligor (interested parties). Service shall be made no less than twenty (20) days prior to the date of the above scheduled hearing.

Dated this 3rd day of December, 2015.

Donna Sims
Docket Clerk

19103-6996, the annuity issuer, is a corporation, which is domiciled in New York. New York Life Insurance and Annuity Corporation ("NYLIAC") c/o Jenifer Smith, Esq., Drinker Biddle & Reath, LLP, One Logan Square, Suite 2000, Philadelphia, PA 19103-6996, the annuity obligor, is a corporation which is domiciled in Delaware.

4. As a result of the settlement of a wrongful death claim which did not result from a worker compensation claim, the Payee is entitled to receive certain structured settlement payments. (The "Periodic Payments").

5. In order to fund its obligation to make the settlement payments to the transferor, the Structured Settlement Obligor, New York Life Insurance Company purchased a commercial annuity from New York Life Insurance and Annuity Corporation (the "Annuity Issuer").

6. Federal law as codified in 26 USC § 5891 et. seq. requires that in order to avoid the imposition of a 40% excise tax, the transfer of structured settlement payments rights must be approved by a Qualified Order. Federal law defines a Qualified Order as, in pertinent part, the order of a court issued by the state where the payee, resides provided that such state has adopted a structured settlement transfer statute which in this case is Vermont.

7. Vermont has adopted a structured settlement transfer statute i.e. 9 VSA §2480aa et seq.

8. The Transferor has completed and executed a Structured Settlement Payment Purchase Contract (the "Transfer Agreement" as defined by

the Transfer Act). A True copy the Transfer Agreement is attached hereto as "Exhibit A" and incorporated by reference herein in its entirety.

9. The payee, desiring to receive an immediate net lump sum payment agreed to transfer to the applicant transferee, or its assigns, the right to receive the following payments:

A) Twenty (20) annual payments, each in the amount of Three Thousand Nine Hundred Seventy Nine and 31/100 Dollars (\$3,979.31) beginning with the payment on October 18, 2030 through to and including October 18, 2049.

(The "Assigned Payments") as more particularly set forth in the disclosures statements. The Applicant Transferee's assignor timely provided to Transferor the required disclosures. True and correct copies of the Disclosure Statements are attached hereto as Exhibit" B" and incorporated herein by reference in their entirety. The form, content, and typeface of the Disclosure Statements meet all of the requirements set forth in the Transfer Act.

10. The Transferor has established and verifies that the transfer is necessary, fair, reasonable, and appropriate, and in the best interests of the Transferor and the transferor's dependents if any taking into account the welfare and support of the payee's dependents if any, considering all relevant factors, including:

(A) the payee's ability to understand the financial terms and consequences of the transfer;

(B) the payee's capacity to meet his or her financial obligations, including the potential need for future medical treatment;

(C) the need, purpose, or reason for the transfer; and

(D) whether the transfer is fair and reasonable, considering the

discount rate used to calculate the gross advance amount, the fees and expenses imposed on the payee, and whether the payee obtained more than one quote for the same or a substantially similar transfer.

The interests of the Transferor and the transferor's dependents if any would be better served with an immediate transfer of these funds and it is not expected to subject the Transferor and the transferor's dependents if any to undue or unreasonable financial hardship in the future. See Affidavit of M. Sweet In Support of Her Transfer of Structured Settlement Payment Rights to Structured Asset Funding LLC a copy of which attached hereto as Exhibit "C" and incorporated herein by reference in its entirety.

11. The transferor was advised in writing by transferee's assignor to seek independent professional advice regarding the financial advisability of the transfer and the other financial options available to the payee, if any, and that the payee has in fact received such advice; or such advice is unnecessary for good cause. See Affidavit of M. Sweet In Support of Her Transfer of Structured Settlement Payment Rights to Structured Asset Funding LLC a copy of which attached hereto as Exhibit "C" and incorporated herein by reference in its entirety.

12. The transfer complies with all requirements of the Transfer Act and will not contravene other applicable law, statute or order of any court or other governmental authority.

13. List of transferor's dependents and their ages:

- a. D. Sweet spouse 36 years old;
- b. J. Sweet child 3 years old;
- c. K. Sweet child 8 months. See Statement of Dependents a

copy of which is attached hereto as Exhibit "D" and incorporated herein by reference in its entirety.

14. Prior Transfers: To the best of the transferee's knowledge after making a reasonable inquiry to the payee, the structured settlement obligor, and the annuity issuer, there have been no previous transfers. See Affidavit of M. Sweet In Support of Her Transfer of Structured Settlement Payment Rights to Structured Asset Funding LLC a copy of which attached hereto as Exhibit "C" and incorporated herein by reference in its entirety.

15. The Transferee will provide proper notice to all interested parties upon receipt of an Order setting this matter for hearing.

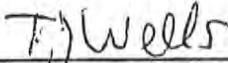
WHEREFORE, the applicant respectfully requests the honorable court, after conducting a hearing on the application, as follows:

- A) To determine that independent professional advice to the payee regarding the financial advisability of the transfer and the other financial options available to the payee, if any, is unnecessary pursuant to subdivision 9 VSA 2480dd (a) (2) of this title;
- B) To approve the transfer; and
- C) For such other relief as seems just.

Dated this 13th day of November 2015.

Wells Law Office
Attorney for Applicant

By:



Timothy J. Wells, Esq.
PO Box 250
Westminster, VT 05158
(802) 722-4000
WellsLawVt@aol.com

Sweet to Structured Asset Funding LLC
November 2015

INDEX TO ATTACHED EXHIBITS

<u>EXHIBIT</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
A.	Transfer Agreement	1-12
B.	Disclosure Statements	13-20
C.	Affidavit of M. Sweet	21-24
D.	Statement of Dependents	25-26

Vermont Superior Court

NOV 19 2015

Chittenden Unit

STRUCTURED SETTLEMENT PAYMENT PURCHASE CONTRACT ("CONTRACT")

SELLER: M. Sweet

BUYER: Structured Asset Funding, LLC

State: Vermont

Address: 3625 W Broward Blvd
Fort Lauderdale, FL 33312
(866) 876-FUND

About this Contract:

- Seller is referred to as "you" or "your."
- Buyer is referred to as "we," "us," "our" or "Structured Asset Funding, LLC"
- "Schedule" means the Schedule attached to this Contract which includes, among other things, a description of the settlement payments we are purchasing and the price we are paying for such payments.
- "Assigned Payments" are those settlement payments identified in the Schedule, together with all of your rights to such payments under the Settlement Agreement, Annuity Policy and any other related document.
- "Disclosure Statement" means the Disclosure Statement delivered to you with this Contract, which, among other things, sets forth certain financial and other terms applicable to our purchase of the Assigned Payments.
- "Review Period" is the 10 day period starting on the date you received the Disclosure Statement.
- "Effective Date" is the later of the date you sign this Contract or the first business day immediately following the end of the Review Period.

THIS CONTRACT IS NOT EFFECTIVE OR BINDING UPON YOU DURING THE REVIEW PERIOD AND YOU HAVE NO OBLIGATION UNDER THIS CONTRACT UNTIL THE EFFECTIVE DATE. AFTER THE EFFECTIVE DATE, THE CONTRACT IS BINDING ON US AND YOU AND CANNOT BE TERMINATED EXCEPT FOR THE REASONS SET FORTH IN SECTION 12 BELOW.

BACKGROUND

You are entitled to payments under an agreement ("Settlement Agreement") to settle a personal injury or wrongful death claim payable by an insurance company. These settlement payments are funded under an annuity policy ("Annuity Policy") issued by New York Life Insurance Company. You have decided that selling your rights to certain future settlement payments for a lump-sum cash payment is the best way to raise cash to meet your current financial needs. You desire to sell to us, and we desire to buy from you, the Assigned Payments under the terms and conditions of this Contract.

ACCORDINGLY AS OF THE EFFECTIVE DATE, YOU AND STRUCTURED ASSET FUNDING, LLC AGREE:

1. **YOU AGREE TO SELL THE ASSIGNED PAYMENTS:** Structured Asset Funding, LLC agrees to buy, and you agree to sell, the Assigned Payments for the Purchase Price set forth in the Schedule. The Schedule is a part of this Contract. You understand that the Purchase Price listed in the Schedule may be reduced for the matters described in Section 6 of this Contract.

2. **WHEN WE WILL PAY THE PURCHASE PRICE:** We will pay you the Purchase Price as soon as processing of the Assigned Payments is successfully completed. By "processing" we mean that we have taken all actions customarily taken to ensure that the Assigned Payments will be transferred to us in accordance with applicable laws, free of liens and other claims. "Processing" includes our receipt of (i) a final, non-appealable order (a "Court Order") issued by a court approving the sale of the Assigned Payments to us or our assignee in accordance with applicable federal and state law and (ii) a written acknowledgment from the insurance company obligated to make the Assigned Payments that it will comply with such Court Order. You acknowledge that you have delivered, or will deliver, all documents as described in the attached Required Document Checklist and any other documents we require prior to the Closing Date. The date we pay you is called the "Closing Date." You may elect to have your proceeds paid by wire transfer to an account designated in writing and signed by you or by a check sent to you.

3. **YOU WILL COOPERATE WITH US IN PROCURING THE COURT ORDER:** To assist us in processing, you agree to provide us with all information, identification and documents we reasonably request or require to procure the Court Order and to confirm that you own the Assigned Payments free of liens and claims. You also agree to sign and deliver to us affidavits, certificates, change of beneficiary forms, testamentary agreements, powers of attorney, assignments and other instruments customarily required in these types of transactions or as shown on the Required Document Checklist. You authorize us to order, and you authorize and direct third parties to provide to us, credit reports, criminal background searches, lien and judgment searches, Settlement Agreements, Annuity Policies and such other reports and information we typically gather in purchasing settlement payments. You represent to us that all information and documents you provide to us are true and complete and you understand that we are relying upon the truth and accuracy of the information and documents you provide us.

4. **YOU CONFIRM YOUR OWNERSHIP OF THE ASSIGNED PAYMENTS:** We must determine no one else is claiming a lien or right to the Assigned Payments. Unless you disclose to us in writing that the information below is not true, you represent and warrant to us that:

- a. You alone (i) own all rights, title and interest in the Assigned Payments, (ii) are entitled to receive all of the Assigned Payments and (iii) have all power and authority to assign the Assigned Payments.
- b. You have not sold or assigned, or have agreed to sell or assign, any of the Assigned Payments or any interest in the Assigned Payments.
- c. You have not pledged the Assigned Payments as collateral for any loan and you have not granted any lien in any of the Assigned Payments.
- d. No one has notified you that they claim a lien or right in the Assigned Payments and you are not aware of any reason that someone could claim a lien or right in the Assigned Payments.
- e. No one has challenged, and you are not aware of any reason for someone to challenge, the enforceability of the Settlement Agreement or Annuity Policy or your entitlement to the Assigned Payments.
- f. The Settlement Agreement and Annuity Policy are in full force and effect and the settlement and annuity payments thereunder have not been modified, amended or reduced and are not subject to any garnishment,

attachment or Insolvency proceeding. The Assigned Payments set forth in the Schedule accurately describes the payments required to be made under the Annuity Policy and Settlement Agreement.

- g. You alone are entitled to the Assigned Payments even if you or someone else dies prior to the due date of any of the Assigned Payments.
- h. You do not pay, and you are not obligated to pay, alimony or child support. Or, if you are obligated to pay alimony or child support, your payments are current and no one is claiming that your payments are late or that you owe more than you have paid.
- i. You are not bankrupt or insolvent and you do not intend to file for bankruptcy or similar proceedings. You have disclosed to us all prior bankruptcy filings and all dispositions.
- j. You are not married and have no minor children. Or, if you are married or have minor children, you have given us the names, addresses and ages of your spouse and all of your minor children. You have disclosed to us all prior marriages and divorces.
- k. You are up-to-date with payment of all taxes that you owe.
- l. You have no outstanding judgment or lien against you or your assets.
- m. No lawsuit has been filed against you or your assets and no one has threatened to file a lawsuit against you or your assets.
- n. You are not aware of anyone entitled to, or claiming, a fee or commission related to your sale of Assigned Payments to us.

Between now and the Closing Date, you agree to notify Structured Asset Funding, LLC in writing of any event or matter which would make any of the statements above untrue and you agree not to take any action which would make any of the statements above untrue.

5. WE NEED CERTAIN PERSONAL AND FINANCIAL INFORMATION. We must confirm certain facts about you and your personal life and your finances to procure the Court Order and to determine that you have the right to sell the Assigned Payments to us free of liens and claims. You understand that a court may also require, or ask, you for additional information about your personal life and your finances to better understand your reasons for deciding to sell the Assigned Payments. In gathering information about your personal life and finances, you have:

- a. Completed, and delivered to us, an application providing, among other things, your full legal name, your date of birth (showing that you are at least 18 years old or the age of majority), the name of your spouse (if any), your current and former addresses, your social security number and anyone you have designated as the person to receive payments under the Settlement Agreement or Annuity Policy after your death;
- b. Told us that neither you nor anyone who depends on you relies on the Assigned Payments for food, shelter, medical care or other necessities of life;
- c. Told us that you are of sound mind and that you are not under the influence of drugs or alcohol;

d. ACKNOWLEDGED THAT: (I) WE HAVE ADVISED YOU THAT WE ARE NOT GIVING YOU ANY LEGAL, FINANCIAL OR TAX ADVICE CONCERNING THE TRANSACTIONS COVERED BY THIS CONTRACT OR THE EFFECT OF THESE TRANSACTIONS (OR YOUR RECEIPT OF THE PURCHASE PRICE) ON ANY BENEFITS TO WHICH YOU MAY BE ENTITLED (SUCH AS MEDICARE, MEDICAID OR DISABILITY); (II) WE HAVE ADVISED YOU TO CONSULT WITH YOUR LEGAL, FINANCIAL AND TAX ADVISORS ABOUT THE CONSEQUENCES OF ENTERING INTO THIS CONTRACT AND THE EFFECT OF THE TRANSACTIONS COVERED BY THIS CONTRACT ON ANY BENEFITS TO WHICH YOU MAY BE ENTITLED; AND (III) YOU HAVE HAD, OR WILL HAVE, THE OPPORTUNITY TO CONSULT WITH LEGAL, FINANCIAL AND TAX ADVISORS ABOUT THE CONSEQUENCES OF ENTERING INTO THIS CONTRACT AND YOU HAVE DONE SO (OR VOLUNTARILY CHOSEN NOT TO DO SO);

e. Confirmed that no one has offered you anything not expressly stated in this Contract in order to induce you to sign this Contract;

f. Acknowledged and verified, as of the date you sign this Contract, that you reside in the state designated on the first page of this Contract; and

g. Advised us that you have considered other means of raising the money you seek in this transaction and after careful thought you have determined that selling the Assigned Payments is the best course of action for you.

You confirm that the statements you have made above are true and you understand that we are relying on such statements. Between now and the Closing Date, you agree to notify Structured Asset Funding, LLC in writing of any event or matter which would make any of the statements above untrue.

6. YOU AUTHORIZE US TO MAKE CERTAIN DEDUCTIONS FROM THE PURCHASE PRICE.

a. You understand that processing of the Assigned Payments may take several weeks and that even after the Closing Date the insurance company may take several weeks to months to process the Assigned Payments. You agree and authorize Structured Asset Funding, LLC to withhold from the Purchase Price an amount up to 3 monthly payments or ten percent (10%) of the Purchase Price, whichever is less (such amount withheld is called the "Holdback"). We may retain the Holdback until we receive the first Assigned Payment and the insurance company making the Assigned Payment acknowledges in writing that the Assigned Payments will be made to us or our assignee. Structured Asset Funding, LLC will then send you the Holdback, less any of the Assigned Payments paid to you in error and less the costs to satisfy any liens or claims of your creditors not satisfied at the Closing Date.

b. In addition, you authorize us to deduct and pay from the Purchase Price: (i) The amounts we determine are necessary to satisfy liens, claims, child support payments, alimony payments, back taxes or past due debts which we determine may affect the Assigned Payments or your right to sell them to us free of claims and liens; (ii) the amount of any Assigned Payments paid to you (or someone other than us) prior to the Closing Date; and (iii) the amount of any advances of the purchase price we have made to you.

c. If you choose to satisfy other debts from the Purchase Price, we will work with you in paying such debts from the Purchase Price.

7. THE PURCHASE PRICE IS A DISCOUNTED AMOUNT OF THE FACE VALUE OF THE ASSIGNED PAYMENTS. You understand that the Purchase Price is a discounted amount of (or, in other words, an amount

less than) the full face value of the Assigned Payments. The rate at which the face value of the Assigned Payments is discounted is called the "discount rate" and is expressed as a percentage (%). You have the right to know the discount rate used to calculate your Purchase Price and we have disclosed it to you. You agree that the Purchase Price is reasonable and fair value for the Assigned Payments given the circumstances of this matter.

8. OTHERS BOUND BY THIS AGREEMENT. This Contract is binding on you and your successors, heirs, devisees and anyone claiming by, through or under you, even if some person or your estate is designated as the beneficiary under the Settlement Agreement or Annuity Policy. You cannot assign your rights (or your obligations) under this Contract and you agree that any attempt to do so is void and ineffective. Structured Asset Funding, LLC may assign its rights and obligations under this Contract to another person or party ("Assignee") and, if we do so, the Contract is binding upon the Assignee. From and after any such assignment to an Assignee, you agree that Structured Asset Funding, LLC is no longer liable under this Contract and that you will look solely to the Assignee for the performance of the Buyer under this Contract.

9. THE ASSIGNED PAYMENTS WILL REQUIRE SERVICING AND YOU AGREE TO GIVE US A SPECIAL POWER OF ATTORNEY TO ASSIST IN SUCH SERVICING. You acknowledge that the obligations related to the Assigned Payments may last for several years and that one or more "Servicer(s)" will service the Assigned Payments. The Servicer may be us, a company affiliated with us or an unrelated third party. The term "Servicer" also includes back-up, replacement and successor Servicers. A Servicer services the Assigned Payments by collecting, accounting and remitting the Assigned Payments to the proper party, enforcing the obligations to make the Assigned Payments under the Settlement Agreement and Annuity Policy, enforcing our rights under this Contract and Court Order and taking such other actions as the Servicer determines is necessary or appropriate with respect to the Assignment Payments. To induce us to enter into this Agreement and in consideration of the Purchase Price paid to you, you hereby grant us and the Servicer an irrevocable power of attorney ("Power of Attorney"), irrevocably appointing us and the Servicer as your lawful attorneys-in-fact with full power of substitution and authority to act for you and in your name, place and stead, and on your behalf, from time to time, to do and execute any and all acts related, or with respect, to the Assigned Payments fully as you might, or could do, if personally present, including, but not limited to, (i) enforcing in your name the Settlement Agreement, Annuity Policy and Court Order, (ii) executing on your behalf change of address, beneficiary and other insurance forms and (iii) accepting, receiving, signing, endorsing and negotiating without restriction, and retaining, all funds received in your name or payable to you (in whatever form whether check, draft or other form of payment) which include, in whole or in part, the Assigned Payments. You agree that the Power of Attorney (i) is not affected by your subsequent disability or incapacity, (ii) shall remain in full force and effect until all Assigned Payments have been received by us and for such period of time thereafter during which anyone may challenge our right to have received such payments and (iii) shall bind and inure to any and all of your successors in interest. You authorize the Servicer and all third parties dealing with us or the Servicer with respect to the Assigned Payments to rely on the Power of Attorney and represent and warrant to us and them that the Power of Attorney will not be revoked by you or any of your successors in interest. This Power of Attorney is given for good and valuable consideration and is, therefore, coupled with an interest and is irrevocable. The Power of Attorney under this paragraph is self-executing and no other instrument is required to make it effective; however, if we request that you execute a separate document or instrument evidencing the powers granted to us in this Paragraph, you agree to promptly do so.

10. WE AND YOU WILL HAVE CONTINUING OBLIGATIONS AFTER THE CLOSING DATE. You and we agree that after the Closing Date that the following will apply:

- a. Split Payments. You understand that if the Assigned Payments are part of a larger settlement payment to you, the Insurance company may not issue separate checks so that the Assigned Payment portion goes to us and the remainder goes to you. You authorize us to include in the Court Order instructions that the entire check or settlement payment will be made to us or one of our accounts. The Servicer will remit your portion of the check to you upon our receipt of clear funds from such settlement payment.
- b. Mis-delivered Checks. Also, you understand that after the Closing Date, an Insurance company may send you a check for, or remit to you, the Assigned Payments or a settlement payment which includes the Assigned Payments. If this happens, you agree to hold the Assigned Payments in trust for us and to immediately deliver such payments to us. For any check payable to you which includes Assigned Payments, the Power of Attorney gives us the right to endorse such checks to us and to cash and deposit such checks in our accounts.
- c. Correcting Court Orders or the Processing of the Assigned Payments. By accepting the Purchase Price, you waive any and all claims that the process to procure the Court Order and the Court Order was, or is, defective or unenforceable. However, in the event, we, or you, claim that the Court Order (or the procurement process related thereto) is void or is voidable or that your waiver of defects in the Court Order or its procurement process is not enforceable, we and you agree to take all actions necessary to re-process the Assigned Payments to cure any defects in the Court Order (or the related process) or to procure an enforceable Court Order. Such actions may include, but are not limited to, procuring an amended or new Court Order assigning (or confirming the assignment of) the Assigned Payments to us. You agree to provide us with no less than sixty (60) days prior written notice of any claim that the Court Order (or related process) is void, voidable or defective, specifying in the notice the reasons for your claim. If, prior to the expiration of such sixty (60) day period, we demand that you cooperate with us to re-process the Assigned Payments, you agree not to initiate any arbitration or other proceeding concerning the Assigned Payments or the existing Court Order and you agree to cooperate with us in re-processing the Assigned Payments and correcting the existing Court Order or procuring a new Court Order. You agree that (i) other than an action to procure a new or amended Court Order, any other dispute or claim related to the Court Order or its procurement is subject arbitration in accordance with Section 15 below, (ii) we do not have an adequate remedy at law for your breach of this Paragraph and (iii) we are entitled to specific performance and other injunctive relief to enforce our rights under this Paragraph.
- d. Contact with You after the Closing Date. You and we agree that any telephone calls, text or other electronic messages or other contact with you after the Closing Date concerning the Assigned Payments, Court Order or this Contract is not a solicitation, but is a communication concerning an on-going business relationship and that the business relationship will not end until the last Assigned Payment is made to us. To the extent allowed under applicable law, you waive any claim that our telephone, text or electronic communications to you concerning the Assigned Payments, this Contract or the Court Order violates the Do-Not-Call Implementation Act of 2003 (codified at 15 U.S.C. § 6101 et. seq.), as amended, or any state or similar laws or regulations regarding consumer communications.
- e. Other Contract Provisions that apply after the Closing Date. Certain provisions of this Contract will survive and apply even after the Closing Date. Sections 3 through 11, 13 through 16 will survive the Closing Date.

11. THIS IS A SALE AND NOT A LOAN. You and we agree that the transactions contemplated under this Contract are not a loan. You and we agree that our collective intent is to absolutely and irrevocably sell and convey the Assigned Payments to us and that there is no lender-borrower or joint venture relationship among the parties to this Contract. We are the buyer and you are the seller of the Assigned Payments. We agree that, after the Closing Date, we have all of the risk that the insurance company obligated to make the Assigned Payments is

financially unable to do so. If a court finds, contrary to the parties' intent, that the transactions under this Contract are a loan, then you agree that (i) this Contract constitutes a security agreement granting us a first priority lien in all of the Assigned Payments and (ii) any provision interpreted as payment of "interest" in excess of the highest lawful rate will be automatically amended (without the necessity of a separate written document) to provide for payment of reduced interest at the highest lawful rate.

12. RIGHTS TO TERMINATE THIS AGREEMENT AFTER THE EFFECTIVE DATE.

- a. Prior to the Closing Date, unless prohibited or expanded by applicable law, you cannot terminate or cancel this Contract, except:
- i. If you are a resident of Georgia, Missouri or West Virginia, a separate form is attached hereto whereby you may cancel your Contract pursuant to the terms on the document prescribed by state law; or
 - ii. If you are a resident of any other state and your Disclosure Statement includes a right to terminate, you may terminate this Contract in accordance with such termination rights in the Disclosure Statement (If your Disclosure Statement does not include a right to terminate this Contract, your state has no requirements regarding cancellation or termination and your right to terminate this Contract is limited to Section 12a.iii. below); or
 - iii. If the Closing Date has not occurred within 180 days after the Effective Date, you may, at any time prior to your receipt of notice from us that we have set the Closing Date for a date not less than 20 days from such notice, terminate this Contract by delivering written notice of termination to us at our address set forth in page 1 of this Contract.
- b. Prior to the Closing Date, we may, but are not obligated to, terminate and cancel this Contract, if we determine that (i) general business conditions have deteriorated since the Effective Date (including ratings downgrades of insurance companies obligated to pay the Assigned Payments or increases in interest rates or costs of capital), (ii) any of the information or documentation you have provided is false, misleading or incomplete, (iii) we cannot procure a Court Order on a commercially reasonable basis, (iv) a court will not, or is not likely to, issue a Court Order, (v) the Assigned Payments are not free of liens and claims which can be cleared by deduction from the Purchase Price or (vi) we cannot set the Closing Date within 180 days after the Effective Date due to matters beyond our reasonable control. We will give you no less than three (3) business days' prior written notice of termination of this Contract under this Paragraph.
- c. After the Closing Date, neither we nor you may terminate this Agreement or the terms of this Contract which survive the Closing Date except as provided in your Disclosure Statement if you are a resident of West Virginia.
- d. After termination of this Contract under Section 12a or b, you and we will have no further obligations under this Contract.

13. YOU GRANT US THE EXCLUSIVE OPPORTUNITY TO PROCESS AND PURCHASE THE ASSIGNED PAYMENTS. You acknowledge that we pay our employees and incur other costs in processing and procuring the Court Order. In order to induce us to commit our resources to this transaction, you grant us the exclusive right to process and purchase the Assigned Payments. For purposes of this paragraph, "Other Funder" means any person or business organization that is, was or may be interested in acquiring the Assigned Payments. As part of your exclusive right to process and purchase the Assigned Payments, you agree that you have given us, or

will give to us, any information regarding all prior or current sales, assignments or transfers of any or all of the Assigned Payments whether completed or not and that you have disclosed, or will disclose to us, in writing, any obligation to any Other Funder regarding the Assigned Payments. You represent and warrant to us that, if you have had discussions or signed a contract with any Other Funder regarding the sale of any or all of the Assigned Payments, you have cancelled such discussions or contract with such Other Funder. In the event any Other Funder gives you a written offer to purchase any or all of the Assigned Payments prior to the Closing Date, you agree that you will not sign or agree to such offer and that you will: (a) send us a true copy of such written offer signed by the Other Funder within three (3) business days of receipt of such offer, (b) discuss with us, in person or on the telephone, the Other Funder's offer and (c) if you still want to enter into the offer of the Other Funder, give us the opportunity to provide a counter-offer. To secure your performance of your obligations under this Paragraph, you grant us first priority security interest in, the Other Funder's offer, any existing or future contract or agreement relating to such offer (each, an "Other Contract") and all payments due to you under such offer or Other Contract. You agree that we have all rights and remedies of a secured party under the applicable Uniform Commercial Code. We may, and you authorize us to, file a financing statement to perfect our security interest granted under this Paragraph. If you enter into an Other Contract for any or all of the Assigned Payments, you agree that we are an interested party in any proceedings to procure a Court Order with respect to the Other Contract and you grant us the irrevocable right to intervene, attend and participate in such proceedings to enforce this Contract, to recover any of the Purchase Price or other amounts we may have advanced to you, to bid on the Assigned Payments and/or to take any other action the court deems appropriate.

14. YOU WAIVE ANTI-ASSIGNMENT PROVISIONS AND CLAIMS AGAINST INSURANCE COMPANIES. Your Settlement Agreement and/or Annuity Policy may contain provisions prohibiting or restricting the assignment or sale of the Assigned Payments (the "Anti-Assignment Provisions") If your Settlement Agreement or Annuity Policy contains Anti-Assignment Provisions, you waive and release such Anti-Assignment Provisions and you agree that you will never claim, and you will never raise as a defense, that such Anti-Assignment Provisions prohibit or restrict the sale and assignment of the Assigned Payments under this Contract, the Court Order or any other instrument or document authorizing or assigning the Assigned Payments to us. You also authorize the Insurance companies and each party to the Settlement Agreement and Annuity Policy to rely on your waiver of such Anti-Assignment Provisions. You waive and release any and all claims that you could or may have, now or in the future, against the Insurance companies and each party to the Settlement Agreement and Annuity Policy for complying with the Court Order, for not enforcing or for waiving Anti-Assignment Provisions and for taking any action consistent with the Court Order or this Contract. Further, you waive for our benefit only any and all provisions that may exempt settlement payments from execution, garnishment, attachment or seizure.

15. ARBITRATION NOTICE AND CLASS ACTION WAIVER. Other than the initial court proceeding required under federal and state law to approve the transfer of your Assigned Payments to us, all claims or disputes ("Claim") by either you or us against the other, or against any of our officers, managers, members, employees, agents, affiliates, successors or assigns, relating in any way to this Contract, the Assigned Payments or any other agreement or understanding between us (whether arising under a statute or regulation, in contract, tort (including intentional torts), fraud, agency, negligence or otherwise and whether for money damages, penalties or declaratory or equitable relief and including Claims regarding the applicability of this arbitration clause or the validity the Contract or any other agreement), will be resolved exclusively and finally by mandatory binding arbitration. Claims made and remedies sought as part of a class action, private attorney general or other representative action are subject to arbitration on an individual basis, not on a class action basis. No class action, other representative actions, or joinder or consolidation of any Claim with a Claim of any other person or entity shall be allowable in arbitration. The facts and circumstances of your transaction are unique,

and different from each and every other transaction with any other customer. The Commercial Arbitration Rules of the American Arbitration Association will apply to the arbitration of Claims. Any demand for arbitration shall be made in writing within a reasonable time after the Claim has arisen, and before the applicable statute of limitations has run. The arbitration will take place in the largest city in the state in which you reside in front an arbitrator. The arbitrator will apply the law of the Jurisdiction used in connection with the proceeding for the Court Order. You have a right to counsel, to have a neutral arbitrator and to participate in the selection of the arbitrator. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and is governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). Judgment upon any arbitration award may be entered in any court having jurisdiction. This arbitration agreement survives the termination of this Contract and your filing of bankruptcy.

ALL CLAIMS MUST BE RESOLVED THROUGH ARBITRATION. ARBITRATION WITH RESPECT TO A CLAIM IS BINDING AND NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION YOU AND WE WILL NOT HAVE THE RIGHTS THAT ARE PROVIDED IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JUDGE OR JURY AND THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN PROCEEDINGS BROUGHT BY OTHERS SUCH AS CLASS ACTIONS OR SIMILAR PROCEEDINGS. IN ADDITION, THE RIGHT TO DISCOVERY AND THE RIGHT TO APPEAL ARE ALSO LIMITED OR ELIMINATED BY ARBITRATION.

NOV 19 2015

16. OTHER AGREEMENTS.

- a. If any provision of this Contract is found to be invalid or unenforceable, then the remainder of this Contract will have full force and effect, and the invalid provision will be modified, or partially enforced, to the maximum extent permitted to effectuate the purpose of this Contract.
- b. This Contract will be interpreted, construed and enforced in accordance with the laws of the state in which you reside on the Effective Date.
- c. This Contract (including the Schedule) and each of the written agreements delivered in connection with this Contract constitutes the entire agreement between the parties concerning the purchase and sale of the Assigned Payments and supersedes all other written or oral agreements and understandings.
- d. This Contract may not be changed, modified, altered or amended except by a written agreement executed by the parties hereto.
- e. In the event any arbitration proceeding (or suit or other legal proceeding, if arbitration is prohibited under applicable law) is brought arising under or with respect to this Contract, the Assigned Payments or any transactions related thereto, the parties hereto agree that each party will pay its own attorneys' fees without recourse against the other party, regardless of which party prevails in such proceeding. No party is liable for, and each party waives all claims, for any incidental, special, consequential, punitive, aggravated or exemplary damages for the other party's breach of this Contract.
- f. Digital or facsimile signatures of a party are effective as original signatures. The parties need not sign on the same signature page and may sign counterpart signature pages. You agree to provide us with original signatures to this Contract and any other document related to this transaction upon our request prior to the Closing Date.
- g. All notices and other communications required or allowed under this Contract shall be in writing and sent to the other party by any of the following methods: (a) hand delivery, (b) registered or certified mail (postage prepaid), (c) electronic transmission (facsimile or email) with a copy sent by one of the other methods allowed under this paragraph or (d) next business day delivery with a nationally recognized overnight courier

service such as UPS or Federal Express.

- h. You acknowledge that obtaining the Court Order may delay your Closing Date by 30 days or more for the court to review, hear and approve the transfer.

[Signatures appear on the following page]

THIS IS A LEGAL DOCUMENT.

YOU REPRESENT THAT WE ADVISED YOU TO CONSULT WITH YOUR LEGAL, FINANCIAL AND TAX ADVISORS ABOUT THE CONSEQUENCES OF ENTERING INTO THIS CONTRACT, THAT YOU HAVE HAD THE OPPORTUNITY TO DO SO AND THAT YOU HAVE DONE SO (OR HAVE VOLUNTARILY CHOSEN NOT TO DO SO).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the date first set forth above.

SELLER:


M. Sweet



11/7/2015
Date

BUYER: STRUCTURED ASSET FUNDING, LLC

By: 
Andrew Savysky, President
asavysky@fundingcash.com

11/10/15
Date

SCHEDULE TO STRUCTURED SETTLEMENT
PAYMENT PURCHASE CONTRACT

1. ASSIGNED PAYMENTS -- Twenty (20) annual payments, each in the amount of Three Thousand Nine Hundred Seventy Nine and 31/100 Dollars (\$3,979.31), beginning with the payment on October 18, 2030 through to and including October 18, 2049.
2. PURCHASE PRICE -- Fourteen Thousand Three Hundred and 00/100 Dollars (\$14,300.00)

This schedule to Structured Settlement Payment Purchase Contract is made a part of the Structured Settlement Payment Purchase Contract (the "Agreement"), to which this schedule is attached. Seller acknowledges that it is the intent of Seller to assign, sell, transfer, and convey to Purchaser the Assigned Payments described above.

~~M. Sweet~~ Sweet 
M. Sweet

October 28, 2015

VERMONT DISCLOSURE STATEMENT

Payee: M██████████ Sweet- Resident of: Vermont

This Disclosure Statement is being provided by Structured Asset Funding, LLC ("SAF") to M██████████ Sweet ("Payee") in connection with Payee's agreement to transfer and assign to SAF certain structured settlement payment rights.

1. The amounts and due dates of the structured settlement payments to be transferred: Twenty (20) annual payments, each in the amount of Three Thousand Nine Hundred Seventy Nine and 31/100 Dollars (\$3,979.31), beginning with the payment on October 18, 2030 through to and including October 18, 2049.
2. The aggregate amount of the payments: \$79,586.20.
3. The discounted present value of the payments to be transferred, which shall be identified as the "calculation of current value of the transferred structured settlement payments under federal standards of valuing annuities: \$49,499.11. The amount of the applicable federal rate used in calculating such discounted present value is: 2% as of October, 2015.
4. The gross advance amount is: \$14,300.00. The annual discount rate, compounded monthly to determine such figure is: 7.71%
5. The following is an itemized listing of all applicable transfer expenses, other than attorneys' fees and related disbursements payable by the payee in connection with the transferee's application for approval of the transfer, and the transferee's best estimate of the amount of any such fees and disbursements: \$0.00.
6. The net advance amount payable to the Payee after deducting all commissions, fees, costs, expenses, and charges described in subparagraph 5: \$14,300.00.
7. The amount of any penalties or liquidated damages payable by the payee in the event of any breach of the transfer agreement by the payee

and any other financial penalties the payee might incur with the transferee as a result of such a breach: \$0.00.

8. You may cancel the agreement without penalty or further obligation, at any time before the date on which a court enters a final order approving the transfer agreement. You will get the notice of the date of the court hearing.

PLEASE BE ADVISED THAT YOU MUST SEEK INDEPENDENT PROFESSIONAL ADVICE. VERMONT LAW DEFINES "INDEPENDENT PROFESSIONAL ADVICE" AS "ADVICE OF AN ATTORNEY, CERTIFIED PUBLIC ACCOUNTANT, ACTUARY OR ANY OTHER LICENSED PROFESSIONAL ADVISER MEETING ALL OF THE FOLLOWING REQUIREMENTS:

- A. THE ADVISOR IS ENGAGED BY PAYEE TO RENDER ADVISE CONCERNING THE LEGAL, TAX OR FINANCIAL IMPLICATIONS OF A STRUCTURED SETTLEMENT OR A TRANSFER OF STRUCTURED SETTLEMENT PAYMENT RIGHTS;
- B. THE ADVISER'S COMPENSATION FOR RENDERING INDEPENDENT PROFESSIONAL ADVICE IS NOT AFFECTED BY OCCURRENCE OR LACK OF OCCURRENCE OF A SETTLEMENT TRANSFER; AND
- C. A PARTICULAR ADVISER IS NOT REFERRED TO THE PAYEE BY SAF OR ITS AGENT, EXCEPT THAT THE TRANSFEREE MAY REFER THE PAYEE TO A LAWYER REFERRAL SERVICE OR AGENCY OPERATED BY A STATE OR LOCAL BAR ASSOCIATION.

By signing below, I am confirming that I received a copy of this disclosure statement at least ten (10) days prior to the date on which I first incurred an obligation with respect to the transfer agreement with Structured Asset Funding, LLC, pursuant to Vermont's Statute regarding transfers of Structured Settlement Payment Rights.

By my signature, I am also confirming that I have read and understood this disclosure statement.

M. [REDACTED] Sweet 
M. [REDACTED] Sweet

November 6, 2015

DELAWARE DISCLOSURE STATEMENT - SUPPLEMENTAL

Payee: M. [REDACTED] Sweet- Resident of: Vermont

This Disclosure Statement is being provided by Structured Asset Funding, LLC ("SAF") to M. [REDACTED] Sweet ("Payee") in connection with Payee's agreement to transfer and assign to SAF certain structured settlement payment rights.

- A. The amounts and due dates of the structured settlement payments to be transferred: Twenty (20) annual payments, each in the amount of Three Thousand Nine Hundred Seventy Nine and 31/100 Dollars (\$3,979.31), beginning with the payment on October 18, 2030 through to and including October 18, 2049.
- B. The aggregate amount of the payments: \$79,586.20.
- C. The discounted present value of the payments, together with the discount rate used in determining the discounted present value: \$49,499.11. This amount is determined by applying the applicable federal rate of 2% as of October, 2015.
- D. The gross amount payable to the Payee in exchange for the structured settlement payments: \$14,300.00.
- E. The following is an itemized listing of all brokers' commissions, service charges, application fees, processing fees, closing costs, filing fees, referral fees, administrative fees, legal fees, and notary fees and other commissions, fees, costs, expenses, and charges payable by the Payee or deductible from the gross amount otherwise payable to the Payee: \$0.00.
- F. Independent Professional Advice. Payee will be solely responsible for any independent professional advice or advisor's fees related to the rendering of any advice regarding Payee's transfer of structured settlement payments. These fees are in addition to any legal or other fees estimated above.

NOV 19 2015

Chittenden Unit

- G. The net amount payable to the Payee after deducting all commissions, fees, costs, expenses, and charges described in sub-paragraph E: \$14,300.00.
- H. The net amount that you will receive from us in exchange for your future structured settlement payments represent 28.89% of the estimated current value of the payments based upon the discounted value using the applicable federal rate. This percentage is the "quotient" and it is obtained by dividing the net payment amount by the discounted present value of the payments.
- I. The amount of any penalty and the aggregate amount of any liquidated damages, including penalties, payable by the Payee in the event of a breach of the transfer agreement by the payee: \$0.00.

PLEASE BE ADVISED THAT YOU MUST SEEK INDEPENDENT PROFESSIONAL ADVICE. DELAWARE LAW DEFINES "INDEPENDENT PROFESSIONAL ADVICE" AS "ADVICE OF AN ATTORNEY, CERTIFIED PUBLIC ACCOUNTANT, AN ACTUARY OR ANY OTHER LICENSED PROFESSIONAL ADVISER WHO HAS BEEN ENGAGED BY PAYEE TO RENDER ADVISE CONCERNING THE LEGAL AND OTHER IMPLICATIONS OF A TRANSFER OF STRUCTURED SETTLEMENT PAYMENT RIGHTS AND THAT SUCH ADVISOR RENDERED SUCH ADVICE AND WHO IS NOT AFFILITATED IN ANY MANNER WITH, REFERRED BY, OR COMPENSATED IN ANY MANNER BY SAF AND WHOSE COMPENSATION IS NOT AFFECTED BY WHETHER OR NOT A TRANSFER OF STRUCTURED SETTLEMENT PAYMENT RIGHTS OCCURS.

By signing below, I am confirming that I received a copy of this disclosure statement at least ten (10) days prior to the date on which I first incurred an obligation with respect to the transfer agreement with Structured Asset Funding, LLC, pursuant to Delaware's Statute regarding transfers of Structured Settlement Payment Rights. By my signature, I am also confirming that I have read and understood this disclosure statement.

By signing below, You are confirming receipt of this Disclosure Statement at least 10 days prior to You first incurring an obligation with respect to the transfer.

M. Sweet 
M. Sweet

November 6, 2015

NEW YORK DISCLOSURE STATEMENT - SUPPLEMENTAL

Payee: M. Sweet - Resident of: Vermont

- A. The amounts and due dates of the structured settlement payments to be transferred: Twenty (20) annual payments, each in the amount of Three Thousand Nine Hundred Seventy Nine and 31/100 Dollars (\$3,979.31), beginning with the payment on October 18, 2030 through to and including October 18, 2049.
- B. The aggregate amount of the payments to be transferred: \$79,586.20.
- C. The discounted present value of the payments to be transferred which is the calculation of current value of the transferred structured settlement payments under federal standards for valuing annuities: \$49,499.11. This amount is determined by applying the applicable federal rate of 2% as of October, 2015.
- D. The following represents two quotes from two annuity issuers (other than the original Annuity Issuer that issued Payee's structured settlement payments). The quotes reflect the current cost of purchasing a comparable annuity for the aggregate amount of payments to be transferred: \$39,808.07 from Protective Life and Annuity Insurance Company; and \$37,804.16 from First Symetra National Life Insurance Company of New York. Two comparable annuity price quotes are used here, since a quote from the original Annuity Issuer is not readily available.
- E. The gross advance amount: \$14,300.00.
- F. The annual discount rate, compounded monthly, used to determine the gross advance amount: 7.71%
- G. The following is an itemized listing of all commissions, fees, costs, expenses and charges payable by the Payee or deductible from the gross amount otherwise payable to the Payee and the total amount of such fees: \$0.00
- H. The net advance amount: \$14,300.00. The net cash payment you receive in this transaction from the buyer was determined by applying the

specified discount rate to the amount of future payments received by the buyer, less the total amount of commissions, fees, costs, expenses and charges payable by you.

- I. Independent Professional Advice. Payee will be solely responsible for any independent professional advice or advisor's fees related to the rendering of any advice regarding Payee's transfer of structured settlement payments. These fees are in addition to any legal or other fees estimated above.

- J. The amount of any penalties or liquidated damages payable by the Payee in the event of any breach of the transfer agreement by the Payee: \$0.00.

- K. The Payee has the right to cancel the transfer agreement, without penalty or further obligation, not later than the third (3rd) business day after the date the agreement is signed by the Payee.

YOU ARE ADVISED TO SEEK INDEPENDENT PROFESSIONAL ADVICE. NEW YORK LAW DEFINES "INDEPENDENT PROFESSIONAL ADVICE" AS "ADVICE OF AN ATTORNEY, CERTIFIED PUBLIC ACCOUNTANT, ACTUARY OR OTHER LICENSED PROFESSIONAL ADVISER," WHO CAN ADVISE YOU REGARDING THE LEGAL, TAX AND FINANCIAL IMPLICATIONS OF THE TRANSFER OF YOUR STRUCTURED SETTLEMENT PAYMENTS.

By signing below, I am confirming that I received a copy of this disclosure statement at least ten (10) days prior to the date on which I signed the transfer agreement, pursuant to New York's Structured Settlement Protection Act. By my signature, I am also confirming that I have read and understood this disclosure statement.


M. Sweet



AFFIDAVIT OF M. SWEET IN SUPPORT OF HER TRANSFER OF
STRUCTURED SETTLEMENT PAYMENT RIGHTS TO STRUCTURED ASSET
FUNDING, LLC

I, M. Sweet, ("I", "Me", "We", "Seller"), being duly sworn upon my oath deposes and says:

1. I am 40 years old, of sound mind and fully and personally cognizant of all facts and matters stated in this Affidavit. I have never been adjudged incompetent by any court.
2. I am a resident of Chittenden County, VT.
3. My social security number is XXX-XX-4317 and I was born in 1975.
4. The settlement is being received as a result of wrongful death.
5. I have never been convicted of a felony.
6. I am married to D. Sweet and he was born in 1978. I have two (2) minor children, J. Sweet is three (3) years old; K. Sweet is an infant.
7. I am signing and submitting this affidavit in connection with that certain Structured Settlement Periodic Payment Right Purchase and Assignment Agreement (the "Purchase Agreement") executed by and between myself as the Seller and Structured Asset Funding, LLC ("SAF") as the Purchaser. Capitalized terms not otherwise defined in this Affidavit shall have the meanings given to them in the Purchase Agreement. The "Transaction" shall hereafter refer to the transaction set forth and described in the Purchase Agreement and the Closing Documents, involving the sale and assignment of my right to receive certain future payments to the Purchaser.
8. I have read and understand the Purchase Agreement and the other Closing Documents and understand the Transaction. I am fully aware of the economic consequences of this Transaction and am fully capable of managing my financial, personal and business affairs.
9. I was advised by SAF that I should talk and consult with my own independent professional advisors regarding the Purchase Agreement and the Transaction. I have been provided ample opportunity to talk with others regarding the Transaction and have relied solely upon myself and/or upon the advice of my own accounting, tax, legal, and other advisors. SAF has not made any representations or assurances and has not provided me any advice regarding the legal, tax or other financial consequences of the Transaction.
10. I have agreed to sell, convey, assign, transfer and deliver to SAF or its designated assignee(s) certain structured settlement payment rights as set forth in Exhibit A to the Purchase Agreement (the "Transferred Payments").

11. I understand that I shall not be entitled to receive any of the Transferred Payments. I understand that I, and my beneficiaries/heirs, will no longer receive any of the Transferred Payments or any portion of the Transferred Payments. I understand that the Transferred Payments will go to SAF or its assign(s).
12. I intend to use the proceeds I receive from SAF under the Purchase Agreement to pay for renovations and repairs on my home. I will doing a few home improvements that are needed. Also I will be fixing some other minor things in the house. Lastly, I plan to use remaining proceeds to pay for outstanding bills and clearing up past due accounts. Any remaining funds will be put away for any unexpected emergencies. I have thought about this transaction carefully and am grateful that I have the opportunity to transfer my future structured settlement payments in exchange for a lump sum of money today so that I may do home repairs and pay outstanding bills. I have determined that the sale of the Transferred Payments to SAF is fair and reasonable, will improve the quality of my life and is in my best interests, taking into account the welfare and support of my dependents. The transfer will not subject me or my dependents to economic hardship now or in the future.
13. I understand that the Settlement Agreement and/or other Settlement Documents may contain provisions that restrict or prohibit the assignment or sale of the Transferred Payments. I waive all such restrictions and prohibitions and desire to complete the Transaction notwithstanding such restrictions and prohibitions.
14. I understand and acknowledge that each of the representations, warranties, covenants, agreements, obligations, and duties I made under the Purchase Agreement and the other Closing Documents are being relied upon by SAF. I understand that if I breach or violate any of the terms of the Purchase Agreement or the other Closing Documents, SAF will suffer substantial damages as a result.
15. I will not, and will not permit anyone claiming by or through me (other than SAF), to do anything which would divert any Transferred Payments from SAF.
16. I recognize and accept the continuing and irrevocable duty and obligation under the Purchase Agreement to cooperate with SAF to make sure that SAF receives all of the Transferred Payments, including the duty to immediately deliver to SAF any checks, funds or other form of payment received by me which constitute any of the Transferred Payments. I understand that this duty exists regardless of whether the Transferred Payments are received by mistake or as a result of any action or omission on the part of SAF.

17. I have not previously pledged, promised, assigned, sold, or encumbered any of my rights in or to the Transferred Payments or any of the Settlement Payments or any other payments or payment rights or benefits due under the Settlement Documents or the Annuity (except as may be set forth and fully disclosed in writing in the Disclosure Statement and/or made part of the Closing Documents in this Transaction), nor have any such Transferred Payments ever been attached, levied, foreclosed upon, seized, restricted, or subjected to garnishment or other legal process or proceeding.
18. The transfer, assignment, and conveyance of the Transferred Payments to SAF under the Purchase Agreement shall constitute an absolute assignment and conveyance to SAF of the Transferred Payments. Said assignment, transfer and conveyance is not intended to, nor shall it ever be construed as, a loan from SAF to me nor shall it create any type of partnership or other joint ownership arrangement between myself and SAF.
19. I hereby acknowledge that my execution and delivery of this sworn Affidavit is being made as a material inducement in SAF's decision and willingness to accept the Purchase Agreement and pay the Purchase Price and that BUT FOR MY EXECUTION AND DELIVERY OF THIS SWORN AFFIDAVIT, SAF WOULD NOT PAY THE PURCHASE PRICE OR PURCHASE OR ACCEPT THE TRANSFERRED PAYMENTS, BUT RATHER WOULD TERMINATE THE PURCHASE AGREEMENT.

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SUBSCRIBED TO AND SWORN TO BEFORE ME on this the 7 day of November, 2015.

M. Sweet
M. Sweet

Acknowledgment for M. Sweet

State of Vermont)

County of CHITTENANGO)

SS:

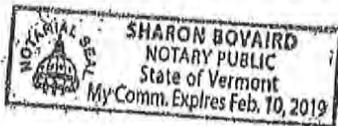
I, a Notary Public of the County and State aforesaid, do hereby certify that M. Sweet, whose name is signed to the foregoing Affidavit has this day acknowledged the same before me and that said signatory has signed said Affidavit as said signatory's free act and deed. Given under my hand this 7 day of NOVEMBER, 2015.

Sharon Bovaird
Notary Public
State of Vermont

Print Name Here: SHARON BOVAIRD

My Commission Expires: 02.10.2019

AFFIDAVIT OF M. SWEET IN SUPPORT OF
HER TRANSFER OF
STRUCTURED SETTLEMENT
PAYMENT RIGHTS TO
STRUCTURED ASSET FUNDING LLC.



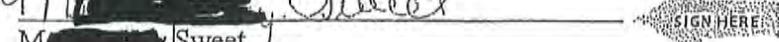
STATEMENT OF DEPENDENTS

1. I understand that the applicable state transfer statute defines "dependents" to include "payee's spouse and minor children and all other persons for whom the payee is legally obligated to provide support, including alimony."
2. I am married to D Sweet and he was born in 1978.
3. I have two (2) minor children. J Sweet is three (3) years old; K Sweet is an infant.
4. I am not legally obligated to provide support, including alimony, to any other persons.

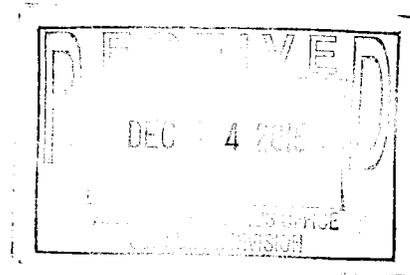
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Vermont Superior Court
NOV 19 2015
Chittenden County

~~Melody Kay~~ Sweet
M ~~elody Kay~~ Sweet



WELLS LAW OFFICE
POST OFFICE BOX 250
PUTNEY, VERMONT 05158
TEL 802-722-4000
FAX 802-722-4005



9 December 2015

Vermont Attorney General's Office
109 State Street
Montpelier, Vermont 05609-1001

RE: Application for Approval of Transfer of Structured Settlement Payments by and between myLumpsum LLC and Coran Joy

Superior court of Vermont, Chittenden Unit – Civil Division
Docket Number: 1151-12-15 Cncv

Dear Gentlemen/Ladies:

I represent the above named transferee pursuant to applicable statutes, please accept this filing as notice that the above named has applied for a transfer of structured settlement payments to my client. Enclosed you will find a copy of the Application for filing pursuant to 9 VSA §2480ff(c). Also I have enclosed a copy of the hearing notice.

Should you have any questions at all about this process, please feel free to contact my office at the above number. I appreciate your time and consideration.

Sincerely,

Timothy J. Wells, Esq.

**STATE OF VERMONT
CHITTENDEN UNIT**

**SUPERIOR COURT
CIVIL DIVISION**

In re:)
MyLumpsum LLC d/b/a MyLumpsum.com)
Applicant -Transferee.)
)
And) Docket # 151 -12-15-Cncv)
)
Coran Joy)
Payee - Transferor)

NOTICE OF HEARING DATE AND DEADLINE

TO the following:

**Allstate Life Insurance Company
3075 Sanders Rd., Suite 12E
Northbrook, IL 60062
Attn: Structured Settlements**

**Allstate Assignment Company
2940 S. 84th Street
Lincoln, NE 68506-4142
Attn: Structured Settlements**

**Drinker Biddle and Reath LLP
Attn; Ingrid Hopkinson, Esq.
One Logan Square Ste 2000
Philadelphia, PA 19103-6996**

**Vermont Attorney General's Office
109 State Street
Montpelier, Vermont 05609-1001**

**Vermont Office of Child Support
103 South Main Street
Waterbury, Vermont 05671-1901**

**Vermont Department of Taxes
Attn: Will S. Baker, Esq.
PO Box 429
133 State Street
Montpelier, VT 05633-1401**

Vermont Superior Court

DEC 9 2015

Chittenden Unit

Coran Joy
5259 Williston Road
Williston, VT 05495-5298

PLEASE TAKE NOTICE that on the following date and time the Application for Approval of Structured Settlement Payment Rights by and between the above named shall be heard:

BEFORE: Presiding Superior Court Judge

PLACE: Judge Helen M. Toor

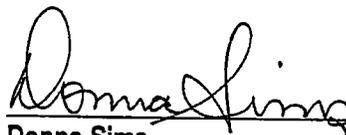
Vermont Superior Court
Chittenden Civil Division
175 Main St,
Burlington, VT · 05402
(802) 863-3467

DATE: January 11, 2016

TIME: 1:30 pm

Any interested party shall have the right to file a response to said application. Any interested party is further advised that it is entitled to support, oppose, or otherwise respond to the application, by attending the hearing either in person or by counsel, or by submitting written comments to the Court and counsel prior to the hearing, or by otherwise participating in the hearing. Written responses to the application may be filed with the Court, with copies to counsel, at any time until five (5) days prior to the hearing date, in order to be considered by the Court.

Dated this 9th day of December 2015.



Donna Sims
Superior Court Docket Clerk