

KeyCite Yellow Flag - Negative Treatment  
Proposed Legislation

West's Vermont Statutes Annotated  
Title Nine. Commerce and Trade  
Part 3. Sales, Assignments and Secured Transactions  
Chapter 63. Consumer Protection (Refs & Annos)  
Subchapter 5. Transfers of Structured Settlements

9 V.S.A. § 2480aa

§ 2480aa. Legislative intent; public policy

Currentness

Structured settlement agreements, which provide for payments to a person over a period of time, are often used in the settlement of actions such as personal injury or medical claims and serve a number of valid purposes, including protection of persons from economic victimization and ensuring a person's ability to provide for his or her future needs and obligations. It is the policy of this State that such agreements, which have often been approved by a court, should not be set aside lightly or without good reason.

**Credits**

2011, Adj. Sess., No. 168, § 1, eff. July 1, 2012.

9 V.S.A. § 2480aa, VT ST T. 9 § 2480aa

The statutes are current through the First Session of the 2015-2016 Vermont General Assembly (2015).

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9 V.S.A. § 2480bb

§ 2480bb. Definitions

Currentness

In this subchapter:

- (1) "Annuity issuer" means an insurer that has issued a contract to fund periodic payments under a structured settlement.
- (2) "Dependents" includes a payee's spouse and minor children and all other persons for whom the payee is legally obligated to provide support, including alimony.
- (3) "Discounted present value" means the present value of future payments determined by discounting such payments to the present using the most recently published Applicable Federal Rate for determining the present value of an annuity, as issued by the U.S. Internal Revenue Service.
- (4) "Gross advance amount" means the sum payable to the payee or for the payee's account as consideration for a transfer of structured settlement payment rights before any reductions for transfer expenses or other deductions to be made from such consideration.
- (5) "Independent professional advice" means advice of an attorney, certified public accountant, actuary, or other licensed professional adviser meeting all of the following requirements:
  - (A) The advisor is engaged by the payee to render advice 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 the transferee 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.

- (6) "Interested parties" means, with respect to any structured settlement, the payee, any beneficiary irrevocably designated under the annuity contract to receive payments following the payee's death, the annuity issuer, the structured settlement obligor, and any other party that has continuing rights or obligations relating to the structured settlement payment rights which are the subject of the proposed transfer.
- (7) "Net advance amount" means the gross advance amount less the aggregate amount of the actual and estimated transfer expenses required to be disclosed under subdivision 2480cc(5) of this title.
- (8) "Payee" means an individual who is receiving tax-free payments under a structured settlement and proposes to make a transfer of payment rights thereunder.
- (9) "Periodic payments" includes both recurring payments and scheduled future lump sum payments.
- (10) "Qualified assignment agreement" means an agreement providing for a qualified assignment within the meaning of 26 U.S.C. § 130, as amended from time to time.
- (11) "Settled claim" means the original tort claim resolved by a structured settlement.
- (12) "Structured settlement" means an arrangement for periodic payment of damages for personal injuries or sickness established by settlement or judgment in resolution of a tort claim but does not refer to periodic payments in settlement of a workers' compensation claim.
- (13) "Structured settlement agreement" means the agreement, judgment, stipulation, or release embodying the terms of a structured settlement.
- (14) "Structured settlement obligor" means, with respect to any structured settlement, the party that has the continuing obligation to make periodic payments to the payee under a structured settlement agreement or a qualified assignment agreement.
- (15) "Structured settlement payment rights" means rights to receive periodic payments under a structured settlement, whether from the structured settlement obligor or the annuity issuer, where:
- (A) the payee is domiciled in this State; or
  - (B) the structured settlement agreement was approved by a court in this State.
- (16) "Terms of the structured settlement" include, with respect to any structured settlement, the terms of the structured settlement agreement, the annuity contract, any qualified assignment agreement, and any order or other approval of any court or other government authority that authorized or approved such structured settlement.

(17) "Transfer" means any sale, assignment, pledge, hypothecation, or other alienation or encumbrance of structured settlement payment rights made by a payee for consideration.

(18) "Transfer agreement" means the agreement providing for a transfer of structured settlement payment rights.

(19) "Transfer expenses" means all expenses of a transfer that are required under the transfer agreement to be paid by the payee or deducted from the gross advance amount, including, without limitation, court filing fees, attorney's fees, escrow fees, lien recordation fees, judgment and lien search fees, finders' fees, commissions, and other payments to a broker or other intermediary.

(20) "Transferee" means a party acquiring or proposing to acquire structured settlement payment rights through a transfer.

#### **Credits**

2011, Adj. Sess., No. 168, § 1, eff. July 1, 2012.

9 V.S.A. § 2480bb, VT ST T. 9 § 2480bb

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9 V.S.A. § 2480cc

§ 2480cc. Required disclosures to payee

Currentness

Not less than ten days prior to the date on which a payee signs a transfer agreement, the transferee shall provide to the payee a separate disclosure statement in bold type in a size no smaller than 14 points setting forth:

- (1) the amounts and due dates of the structured settlement payments to be transferred;
- (2) the aggregate amount of such payments;
- (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 for valuing annuities," and the amount of the applicable federal rate used in calculating such discounted present value;
- (4) the gross advance amount and the annual discount rate, compounded monthly, used to determine such figure;
- (5) 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;
- (6) the net advance amount;
- (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, 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
- (8) 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.

**Credits**

2011, Adj. Sess., No. 168, § 1, eff. July 1, 2012.

9 V.S.A. § 2480cc, VT ST T. 9 § 2480cc

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9 V.S.A. § 2480dd

§ 2480dd. Approval of transfers of structured settlement payment rights

Currentness

(a) No direct or indirect transfer of structured settlement payment rights shall be effective and no structured settlement obligor or annuity issuer shall be required to make any payment directly or indirectly to any transferee of structured settlement payment rights unless the transfer has been approved in advance in a final court order based on express findings by the court that:

(1) 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.

(2)(A) the payee has been advised in writing by the 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:

(B)(i) that the payee has in fact received such advice; or

(ii) that such advice is unnecessary for good cause shown.

(3) the transfer does not contravene any applicable statute or the order of any court or other government authority.

(b) Any agreement to transfer future payments arising under a workers' compensation claim is prohibited.

(c) At the hearing on the transfer the court may, in its sole discretion, continue the hearing and require the payee to seek independent professional advice if the court determines that obtaining such advice should be required based on the circumstances of the payee or the terms of the transaction. If the court determines that independent professional advice should be required, the court may order that the costs incurred by a payee for independent professional advice be paid by the transferee, the pay ee, or another party, provided that the amount to be paid by the transferee shall not exceed \$ 1,500.00.

**Credits**

2011, Adj. Sess., No. 168, § 1, eff. July 1, 2012.

9 V.S.A. § 2480dd, VT ST T. 9 § 2480dd

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9 V.S.A. § 2480ee

§ 2480ee. Effects of transfer of structured settlement payment rights

Currentness

Following a transfer of structured settlement payment rights under this subchapter:

- (1) The structured settlement obligor and the annuity issuer shall, as to all parties except the transferee, be discharged and released from any and all liability for the transferred payments;
- (2) The transferee shall be liable to the structured settlement obligor and the annuity issuer:
  - (A) if the transfer contravenes the terms of the structured settlement for any taxes incurred by such parties as a consequence of the transfer; and
  - (B) for any other liabilities or costs, including reasonable costs and attorney's fees, arising from compliance by such parties with the order of the court or arising as a consequence of the transferee's failure to comply with this subchapter;
- (3) Neither the annuity issuer nor the structured settlement obligor may be required to divide any periodic payment between the payee and any transferee or assignee or between two or more transferees or assignees; and
- (4) Any further transfer of structured settlement payment rights by the payee may be made only after compliance with all of the requirements of this subchapter.

**Credits**

2011, Adj. Sess., No. 168, § 1, eff. July 1, 2012.

9 V.S.A. § 2480ee, VT ST T. 9 § 2480ee

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9 V.S.A. § 2480ff

§ 2480ff. Procedure for approval of transfers

Effective: July 1, 2015

Currentness

(a) An application under this subchapter for approval of a transfer of structured settlement payment rights shall be made by the transferee and may be brought in the Superior Court, Civil Division, of the county in which the payee resides or in which the structured settlement obligor or the annuity issuer maintains its principal place of business or in any court that approved the structured settlement agreement.

(b) Not less than 20 days prior to the scheduled hearing on any application for approval of a transfer of structured settlement payment rights under section 2480dd of this title, the transferee shall file with the court and serve on all interested parties a notice of the proposed transfer and the application for its authorization, including with such notice:

- (1) a copy of any court order approving the settlement;
- (2) a written description of the underlying basis for the settlement;
- (3) a copy of the transferee's application;
- (4) a copy of the transfer agreement;
- (5) a copy of the disclosure statement required under section 2480cc of this title;
- (6) a listing of each of the payee's dependents, together with each dependent's age;
- (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 settlement payment rights of the payee and giving details of all such transfers or applications for transfer;

(8) 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, which 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;

(9) either a certification from an independent professional advisor establishing that the advisor has given advice to the payee on the financial advisability of the transfer and the other financial options available to the payee or a written request that the court determine that such advice is unnecessary pursuant to subdivision 2480dd(a)(2) of this title; and

(10) notification of the time and place of the hearing and notification of the manner in which and the time by which written responses to the application must be filed, which shall be not less than 15 days after service of the transferee's notice, in order to be considered by the court.

(c) The transferee shall file a copy of the application with the Attorney General's Office and a copy of the application and the payee's Social Security number with the Office of Child Support and the Department of Taxes. The Offices and Department receiving copies pursuant to this section shall permit the copies to be filed electronically.

(d) The payee shall attend the hearing unless attendance is excused for good cause.

#### Credits

2011, Adj. Sess., No. 168, § 1, eff. July 1, 2012; 2013, No. 29, § 67, eff. May 13, 2013; 2015, No. 23, § 143, eff. July 1, 2015.

9 V.S.A. § 2480ff, VT ST T. 9 § 2480ff

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9 V.S.A. § 2480gg

§ 2480gg. General provisions; construction

Currentness

(a) The provisions of this subchapter may not be waived by any payee.

(b) Any transfer agreement entered into on or after the effective date of this subchapter by a payee who resides in this State shall provide that disputes under such transfer agreement, including any claim that the payee has breached the agreement, shall be determined in and under the laws of this State. No such transfer agreement shall authorize the transferee or any other party to confess judgment or consent to entry of judgment against the payee.

(c) No transfer of structured settlement payment rights shall extend to any payments that are life-contingent unless, prior to the date on which the payee signs the transfer agreement, the transferee has established and has agreed to maintain procedures reasonably satisfactory to the annuity issuer and the structured settlement obligor for:

(1) periodically confirming the payee's survival; and

(2) giving the annuity issuer and the structured settlement obligor prompt written notice in the event of the payee's death.

(d) No payee who proposes to make a transfer of structured settlement payment rights shall incur any penalty, forfeit any application fee or other payment, or otherwise incur any liability to the proposed transferee or any assignee based on any failure of such transfer to satisfy the conditions of this subchapter.

(e) Nothing contained in this subchapter shall be construed to authorize any transfer of structured settlement payment rights in contravention of any law or to imply that any transfer under a transfer agreement entered into prior to the effective date of this subchapter is valid or invalid.

(f) Compliance with the requirements set forth in section 2480cc of this title and fulfillment of the conditions set forth in section 2480dd of this title shall be solely the responsibility of the transferee in any transfer of structured settlement payment rights, and neither the structured settlement obligor nor the annuity issuer shall bear any responsibility for or any liability arising from noncompliance with such requirements or failure to fulfill such conditions.



**Credits**

2011, Adj. Sess., No. 168, § 1, eff. July 1, 2012.

9 V.S.A. § 2480gg, VT ST T. 9 § 2480gg

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Structured Settlements  
4333 Edgewood Road NE  
Cedar Rapids, IA 52499  
Phone: 800.866.0002

January 22, 2016

Deborah I Ruggles  
11 Dana Thurston Rd  
West Topsham, VT 05086

RE: Policy Number(s) 871280TO01Z  
Owner: Transamerica Annuity Service Corp.

Dear Deborah I Ruggles:

This will acknowledge our receipt of your request regarding the above listed annuity. Enclosed is a copy of the annuity contract, Qualified Assignment, and Settlement Agreement.

**Please keep these documents in a safe place in case you should need them again. At your written request, we will provide a copy of the policy documents (mailed or faxed) once per calendar quarter.**

You are entitled to the following remaining benefits on this policy:

- Life-contingent monthly payments of \$6,149.62 due on the 15th of each month beginning September 15, 2040 with a 3% increase annually each September. These payments will continue for the remainder of life and cease upon death.
- Life-contingent monthly payments of \$529.69 due on the 15<sup>th</sup> of each month beginning September 15, 2022, through and including November 15, 2022. These payments will cease upon death.
- Life-contingent monthly payments of \$1,152.88 due on the 15<sup>th</sup> of each month beginning December 15, 2022, through and including April 15, 2023. These payments will cease upon death.
- Life-contingent monthly payments of \$1,620.27 due on the 15<sup>th</sup> of each month beginning May 15, 2023, through and including August 15, 2023. These payments will cease upon death.
- Life-contingent monthly payments of \$1,016.94 due on the 15<sup>th</sup> of each month beginning September 15, 2015 with a 3% increase annually each September, through and including August 15, 2018. These payments will cease upon death.
- Life-contingent monthly payments of \$1,713.88 due on the 15<sup>th</sup> of each month beginning September 15, 2023 with a 3% increase annually each September, through and including August 15, 2031. These payments will cease upon death.
- Life-contingent monthly payments of \$611.24 due on the 15<sup>th</sup> of each month beginning September 15, 2018 with a 3% increase annually each September, through and including August 15, 2022. These payments will cease upon death.

- Life-contingent monthly payments of \$2,813.01 due on the 15<sup>th</sup> of each month beginning September 15, 2031, through and including August 15, 2032. These payments will cease upon death.
- Life-contingent monthly payments of \$2,854.55 due on the 15<sup>th</sup> of each month beginning September 15, 2032 with a 3% increase annually each September, through and including April 15, 2040. These payments will cease upon death.
- Life-contingent monthly payments of \$5,970.50 due on the 15<sup>th</sup> of each month beginning May 15, 2040, through and including August 15, 2040. These payments will cease upon death.

Please note that the information provided does not identify those payments and portions of payments payable to other parties per court order. Please note that the information provided does not identify third persons or entities, if any, who may have a claim against these payments.

Our records reflect all guaranteed payments remaining upon your death, excluding those payments and portions of payments, if any, payable to other parties per court order, will be paid, as they fall due, to your Estate. Because we do not allow irrevocable beneficiary designations, a change may be requested in the future.

If you have additional questions, please contact our office for assistance at (800) 866-0002, Monday through Friday 8:00 a.m. to 4:30 p.m. Central Time.

Best regards,

*Structured Settlements*



Transamerica Occidental  
Life Insurance Company  
1150 South Olive Street  
Los Angeles, CA 90015  
A Stock Company

**POLICY DATA**

Policy Number 871280 Date of Issue October 29, 1987

Measuring Lives Deborah I. Ruggles

Owner Transamerica Annuity Service Corporation

Annuity Payments to be Made to Owner's Designee

Single Premium

Annuity Payments — Transamerica Occidental Life Insurance Company will pay the policy owner, or such person(s) as the policy owner may designate, subject to the provisions of this and the following pages which are made a part of this policy, according to the attached Schedule of Benefits.

Signed for the Company at Los Angeles, California, on the date of issue.

SENIOR VICE PRESIDENT, GENERAL COUNSEL  
AND CORPORATE SECRETARY

PRESIDENT

Right to Examine and Return Policy Within 10 Days — The owner may, at any time within 10 days after receipt of this policy, return it for cancellation to us or to the agent through whom it was purchased. The return of the policy will void it from the beginning and any premium paid will be refunded to the owner.

This policy is a legal contract between the policy owner and Transamerica Occidental Life Insurance Company.

**READ YOUR POLICY CAREFULLY**

Single Premium Settlement Annuity  
Annuity Payments Specified in Schedule  
Non-Participating - No Annual Dividends

[REDACTED]

Single Premium Settlement Annuity  
Annuity Payments Specified in Schedule  
Non-Participating - No Annual Dividends



Transamerica Occidental  
Life Insurance Company  
1150 South Olive Street  
Los Angeles, California 90015  
A Stock Company

[REDACTED]

Notice: In collecting any benefit under this policy, it is not necessary to employ any person or agency. Write directly to the Company at Transamerica Center, Los Angeles, California, and thus save unnecessary expense.

**SCHEDULE OF BENEFITS**

Policy Number: 871280

Purchase Date: August 20, 1987

- (1) Beginning September 15, 1987, \$1,250.00 per month, increasing \$250.00 every five (5) years, for one-hundred eighty payments certain;

The above payments are guaranteed.

Beginning September 15, 2002, \$2,000.00 per month, increasing at 3% compounded annually, for life with five (5) years guaranteed;

## Guaranteed lump sums:

\$20,000 payable on September 1, 1992;  
\$30,000 payable on September 1, 1997;  
\$40,000 payable on September 1, 2002;  
\$50,000 payable on September 1, 2007;  
\$60,000 payable on September 1, 2012;  
\$70,000 payable on September 1, 2017;  
\$80,000 payable on September 1, 2022;

- (2) Guaranteed lump sum:

\$150,000 payable on September 1, 1988.

-----End of Schedule-----

**NO BENEFITS, INCLUDING ANY DEATH BENEFITS, ARE PAYABLE  
EXCEPT ON THE DATES SET FORTH ABOVE**

## READ YOUR POLICY CAREFULLY

### GENERAL PROVISIONS

**Cash Values** — This policy does not have cash or surrender values.

**Date of Issue** — The date of issue will be used to determine policy anniversaries and policy years.

**Owner of the Policy** — The owner of this policy will be entitled to the rights granted by this policy or allowed by the Company under this policy. If the owner is a partnership, the rights belong to the partnership as it exists when a right is exercised. If the owner is an individual, the rights of the owner belong to the executor or administrator of the owner's estate unless otherwise provided in this policy.

**Change of Designation** — The owner has the right at any time to designate to whom annuity payments will be made. A change of designation may only be made by filing a satisfactory written notice with the Company. A change of designation will not be effective until recorded at the Home Office of the Company. The change of designation will take effect on the date the notice was signed. Any payment made before the Company records a change of designation will not be subject to the change.

**Incontestability** — This policy will be incontestable from its date of issue.

**Misstatement of Age or Sex** — If the age or sex of the Measuring Life has been misstated, any amount payable under this policy shall be such as the premium paid would have purchased at the correct age and sex according to the rates in use by the Company at the date of issue. Any under-payments or over-payments by the Company with interest at 8% annually shall be added to or deducted from the payments to be made after the adjustment.

**Change of Owner** — An assignment of this policy will not be binding upon the Company until recorded at its Home Office. The Company assumes no responsibility for the sufficiency or validity of any assignment. However, when an assignment is filed with the Company and recorded at the Home Office, the owner's rights will be subject to it.

**Payment of Proceeds** — All payments by the Company are payable at the Home Office.

If the Schedule of Benefits provides for payment of proceeds for so long as the Measuring Life shall live, the Company has the right before each such payment is made to require due proof that the Measuring Life is living on the payment date. For such proceeds, no fractional payment will be made for the period from a payment date to the date of death of the Measuring Life.

If the Schedule of Benefits provides for payment of any proceeds by reason of the death of the Measuring Life, due proof of death of the Measuring Life must be submitted to the Home Office of the Company.

**Non-Participation** — This policy does not participate in profits or surplus of the Company.

**The Contract** — This policy is issued in consideration of the application and payment of the premium. This policy and the application for it, a copy of which is attached to and made a part of this policy, constitute the entire contract. All statements made by or for the applicant will be considered representations and not warranties. No statement will void this policy or be used in defense of a claim unless it is contained in the written application and a copy of the application is attached to this policy when issued.

**Who is Authorized to Make Changes in the Policy** — Only the Company's President or a Vice President, together with a Secretary or an Assistant Secretary have the authority to bind the Company to make any change in this policy and then only in writing. The Company will not be bound by any promise or representation made by or to any other persons.





Transamerica Occidental  
Life Insurance Company  
Home Office: Los Angeles

Application for Single Premium  
Settlement Annuity

1. Measuring Lives:

a. Name: Deborah I. Ruggles

First	Middle	Last	Title
<u>425-41-9704</u>	<u>Female</u>	<u>11/16/68</u>	
Social Security Number	Sex	Birthdate Proof of age required	

Address: Route 1, Box 539-G, Toombs, Mississippi 39364

Street and No.	City	State	Zip Code
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b. Name: J. Hal Ross

First	Middle	Last	Title
<u>428-88-3973</u>	<u>Male</u>		
Social Security Number	Sex	Birthdate Proof of age required	

Address: P.O. Box 122, Brandon, Mississippi 39042

Street and No.	City	State	Zip Code
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c. Name: \_\_\_\_\_

First	Middle	Last	Title
Social Security Number	Sex	Birthdate Proof of age required	

Address: \_\_\_\_\_

Street and No.	City	State	Zip Code
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2. Owner of Annuity:

Name: Transamerica Annuity Service Corporation  
Address: (refer to) Inquiries to 1150 South Olive Street, Los Angeles, CA 90015  
The owner is ☐ Individual ☐ Partnership ☒ Corporation ☐ Trustee

3. Annuity Plan and Schedule of Payments:

SEE ATTACHED DIRECTION OF PAYMENTS

Additional information for annuity payments can be added on reverse side.

4. Amount Paid with this Application: Valuable Consideration

This application will be a part of the annuity issued by Transamerica Occidental Life Insurance Company.

It is agreed that: (1) This application shall be the basis for any annuity issued on this application; (2) Any annuity issued on this application shall not take effect until the policy is delivered to the owner and the single premium has been paid in full; (3) No information acquired by any representative of the Company shall be binding upon the Company unless set out in writing in this application; and (4) No waiver or modification shall be binding upon the Company unless in writing and signed by the President or a Vice President and the Secretary or an Assistant Secretary.

Signed by the Applicant/Owner at Santa Fe, New Mexico on August 15 19 87  
By: [Signature]  
Applicant/Owner

APR 14-1984

[Signature]  
Kenneth H. Wells & Associates, Inc.



TRANSAMERICA OCCIDENTAL LIFE INSURANCE COMPANY  
1150 SOUTH OLIVE ST., T2400  
LOS ANGELES, CA 90015

DEBORAH I. RUGGLES  
DIRECTION OF PAYMENTS

PAYABLE TO: Deborah I. Ruggles  
ADDRESS: Route #1, Box 539-G  
Tomsboro, MS 39364

BENEFICIARY: The Estate of Deborah I. Ruggles

Beginning 9/15/87 - \$1,250/month for 5 years certain.  
Beginning 9/15/92 - \$1,500/month for 5 years certain.  
Beginning 9/15/97 - \$1,750/month for 5 years certain.  
Beginning 9/15/02 - \$2,000/month for 5 years certain and life,  
compounding annually at 3%.

Payable on 9/01/92 - \$20,000  
Payable on 9/01/97 - \$30,000  
Payable on 9/01/02 - \$40,000  
Payable on 9/01/07 - \$50,000  
Payable on 9/01/17 - \$60,000  
Payable on 9/01/22 - \$70,000  
Payable on 9/01/27 - \$80,000

PAYABLE TO: J. Hal Ross  
ADDRESS: P.O. Box 122  
Brandon, MS 39042

BENEFICIARY: The Estate of J. Hal Ross

Payable on 9/01/88 - \$150,000

DATE

TRANSAMERICA ANNUITY SERVICE CORPORATION

TAX COMPLIANCE ENDORSEMENT  
(Tax Reform Act of 1984 - IRC Section 72(s))

Transamerica Occidental Life Insurance Company has issued this endorsement as a part of the policy to which it is attached.

Notwithstanding any provision of this contract to the contrary, no distribution of benefits under this contract will violate the requirements of Section 72(s) of the Internal Revenue Code Text of that Law follows:

IRC Section 72(s) -- REQUIRED DISTRIBUTIONS WHERE HOLDER DIES BEFORE ENTIRE INTEREST IS DISTRIBUTED. --

(1) In General. -- A contract shall not be treated as an annuity contract for purposes of this title unless it provides that --

(A) if the holder of such contract dies on or after the annuity starting date and before the entire interest in such contract has been distributed, the remaining portion of such interest will be distributed at least as rapidly as under the method of distributions being used as of the date of his death; and

(B) if the holder of such contract dies before the annuity starting date, the entire interest in such contract will be distributed within 5 years after the death of such holder.

(2) Exception for Certain Amounts Payable Over Life Beneficiary. -- if --

(A) any portion of the holder's interest is payable to (or for the benefit of) a designated beneficiary,

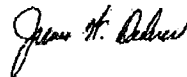
(B) such portion will be distributed (in accordance with regulations) over the life of such designated beneficiary for over a period not extending beyond the life expectancy of such beneficiary; and

(C) such distributions begin not later than 1 year after the date of the holder's death or such later date as the Secretary may by regulations prescribe, then for purposes of paragraph (1), the portion referred to in subparagraph (A) shall be treated as distributed on the day on which such distributions begin.

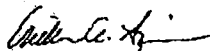
(3) Special Rule Where Surviving Spouse Beneficiary. -- If the designated beneficiary referred to in paragraph (2)(A) is the surviving spouse of the holder of the contract, paragraphs (1) and (2) shall be applied by treating such spouse as the holder of such contract.

(4) Designated Beneficiary. -- For purposes of this subsection, the term "designated beneficiary" means any individual designated a beneficiary by the holder of the contract.

Signed for the Company at Los Angeles, California, on the date of issue of this policy.



SENIOR VICE PRESIDENT, GENERAL COUNSEL  
AND CORPORATE SECRETARY



PRESIDENT

QUALIFIED ASSIGNMENT AND ASSUMPTION AGREEMENT

This Agreement is made and entered into by and among SAFETY MUTUAL CASUALTY CORPORATION and THE HOME INSURANCE COMPANIES ("Assignors") and TRANSAMERICA ANNUITY SERVICE CORPORATION ("Assignee") as of August 26, 1987, with respect to the following facts:

RECITALS

A. Assignors are parties to a settlement agreement and/or release dated August 26, 1987, ("Settlement Agreement") a copy of which is attached.

B. The Settlement Agreement provides for the Assignors to make certain periodic payments to or for the benefit of DEBORAH I. RUGGLES as damages on account of personal injury or sickness within the meaning of Sections 104 (a) (2) and 130 (c) of the Internal Revenue Code of 1954 as amended (the "Code").

C. In order to effect a "qualified assignment" within the meaning of Section 130 (c) of the Code, the Assignors desire to assign to

Assignee their liability to make such periodic payments and the Plaintiffs have consented and agreed to said assignment.

NOW, THEREFORE, in consideration of the foregoing premises and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignors hereby assign and the Assignee hereby assumes all of the Assignors' liability to make the payments as stated in Addendum No. 1 of this Agreement (the "Periodic Payments"). Assignee's obligations to make Periodic Payments shall be no greater than those of the Assignors immediately preceding this Agreement.

2. Assignee may fund the Periodic Payments by purchasing a "qualified funding asset", within the meaning of Section 130 (d) of the Code, in the form of an annuity policy from Transamerica Occidental Life Insurance Company ("Transamerica Occidental"). All rights of ownership and control of such annuity policy shall be vested in the Assignee, but Assignee may have Transamerica Occidental make payments directly to the Plaintiffs for Assignee's convenience.

3. The obligation assumed by the Assignee to make each of the Periodic Payments shall be discharged upon the mailing of a valid check in the amount due to the address so designated by the Plaintiffs.

4. This Agreement shall be construed and interpreted in accordance with the Laws of the State of New Mexico.

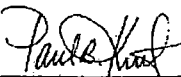
5. If the Settlement Agreement is found by a court of law to be null and void, this Agreement will also be null and void. In the event this Agreement is found to be or become null and void, the Assignee shall assign its ownership in any "qualified funding asset" purchased pursuant to the Settlement Agreement to the Assignor.

6. All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be


necessary or appropriate to give full force and effect to the terms and content of this Agreement.

IN WITNESS WHEREOF, the parties hereby have executed this Agreement on the date first appearing above.

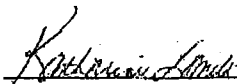
Assignor: SAFETY MUTUAL CASUALTY CORPORATION

By:   
Authorized Representative

Assignor: THE DOME INSURANCE COMPANIES

By:   
Authorized Representative

Assignee: TRANSAMERICA ANNUITY SERVICE CORPORATION

By:   
Authorized Representative

ADDENDUM NO. 1Description of Periodic Payments:

## PAYABLE TO OR FOR THE BENEFIT OF DEBORAH L. RUGGLES:

Beginning on 09/15/87 - \$1,250/monthly for 5 years certain  
(Last Payment - 08/15/92)  
Beginning on 09/15/92 - \$1,500/monthly for 5 years certain  
(Last Payment - 08/15/97)  
Beginning on 09/15/97 - \$1,750/monthly for 5 years certain  
(Last Payment - 08/15/02)  
Beginning on 09/15/02 - \$2,000/monthly for life, guaranteed  
for 5 years certain, compounding  
annually at 3%  
(Last Guaranteed Payment - 08/15/07)

## Future Lump Sum Payments -

Payable on 09/01/92 - \$20,000.00  
Payable on 09/01/97 - \$30,000.00  
Payable on 09/01/02 - \$40,000.00  
Payable on 09/01/07 - \$50,000.00  
Payable on 09/01/17 - \$60,000.00  
Payable on 09/01/22 - \$70,000.00  
Payable on 09/01/27 - \$80,000.00

## TO OR FOR THE BENEFIT OF J. MAL ROSS -

## Future Lump Sum Payment -

Payable on 09/01/88 - \$150,000.00



RELEASE AND SETTLEMENT AGREEMENT

## I.

FOR AND IN CONSIDERATION of the amounts, terms and conditions stated herein, the terms and sufficiency of which are hereby agreed to and acknowledged by Deborah I. Ruggles, Individually, Alyce Ruggles as Guardian and Next Friend of Deborah I. Ruggles, Alyce Ruggles, Individually and Ellsworth Ruggles, Individually (sometimes herein collectively referred to as "RELEASORS"), said Releasors hereby release and forever discharge Tommy Davis, Jr., Jackson Ready-Mix, Inc. and their insurance carriers, The Home Insurance Company and Safety Mutual Casualty Corporation (sometimes herein collectively referred to as "RELEASEES"), their heirs, executors, administrators, principals, employees, representatives, agents, assigns and successors, and all other persons, firms or corporations liable or who might be claimed to be liable in any manner, from any and all claims, demands, damages, actions, causes of action or suits of any kind or nature whatsoever, both known and unknown, to person and property, which have resulted in the past or may in the future develop as a result of an accident which occurred on September 5, 1985 at the intersection of Highway 80 East and Landfill Road, Pearl, Mississippi. It is understood and agreed by the Parties that the payments, as set out herein, are not to be construed as an admission of liability on the part of the Defendants by whom liability is expressly denied.

## 2.

In consideration of the Release set forth above, the sum of Two Hundred Ninety Thousand Dollars (\$290,000) has been paid to the Releasors, and their attorney on behalf of the Defendants, the receipt and sufficiency of which is hereby acknowledged, as full accord, satisfaction and settlement of all claims as stated and referred to herein with the exception only as to future periodic payments to be paid by The Home Insurance Company and Safety Mutual Casualty Corporation, or their assigns, as set forth in Addendum #1.

## 3.

In the event that Deborah I. Ruggles dies prior to the date that is set for the last guaranteed payment, the balance of the guaranteed payments

shall continue to be paid on the same basis as outlined in Addendum #1 for the remainder of said guaranteed period to the Estate of Deborah I. Ruggles.

In the event that J. Hal Ross, Esq. dies prior to the date that is set for the last guaranteed payment, the balance of the guaranteed payments shall continue to be paid on the same basis as outlined in Addendum #1.

4.

It is expressly understood and agreed that none of the recipients of the FUTURE PAYMENTS provided for herein shall have the right to:

- a) Accelerate said future payments to any time or vary in any respects the payments;
- b) Receive the present discounted value of future payments;
- c) Have any control of the investments of funds from which payments are made;
- d) Have any right to increase or decrease the monthly payments; and
- e) Change or modify the manner, mode or method of meeting any payments or discharging any obligation set forth in this agreement.

5.

Within the meaning of Section 130 (c) of the Internal Revenue Code of 1986, (the "Code"), The Home Insurance Company and Safety Mutual Casualty Corporation (collectively the "Assignor") may make a "qualified assignment" to TRANSAMERICA ANNUITY SERVICE CORPORATION ("Assignee") of Assignor's obligation to make the future payments described in Addendum #1 hereof (the "Periodic Payments"). Releasor hereby consents to such an assignment and agrees (a) that Releasor's rights to the Periodic Payments and against the Assignee shall be no greater than those of a general creditor, (b) that Assignee is not required to set aside specific assets to secure such Periodic Payments and (c) that Assignee's obligation to make Periodic Payments shall be no greater than those of Assignor immediately preceding the assignment. Upon assignment, Assignee or its designee shall mail future payments directly to Releasor.

6.

Upon making such a "qualified assignment", Assignor shall be fully released from all obligations to make the Periodic Payments and only Assignee shall be obligated to make the Periodic Payments. Assignee's obligation to make each Periodic Payment shall be discharged upon mailing of a valid check in the amount due to the address so designated by Releasors.

7.

Assignee may fund the Periodic Payments by purchasing a "qualified funding asset", within the meaning of Section 130 (d) of the Code, in the form of an annuity policy from TRANSAMERICA OCCIDENTAL LIFE INSURANCE COMPANY with both Deborah I. Ruggles and her attorney, J. Hal Ross, being designated as a "limiting life" or "measuring life" under said contract. All rights of ownership and control of such annuity policy shall be vested in the Assignee, but Assignee may have TRANSAMERICA OCCIDENTAL LIFE INSURANCE COMPANY make payments directly to Releasors for Assignee's convenience. Payments made pursuant to said annuity contract shall operate as a pro tanto discharge of the payment obligations set forth in Addendum #1.

8.

It is further understood and agreed that there will be no fees or charges made to the recipient by the Releasees or any of their employees or agents (including, without limitation, the issuing and owning insurance companies of the annuities described herein), for the purchase or administration of the annuities or payments described herein.

9.

It is further expressly warranted by the Releasors that no other person or entity has asserted or is able to assert any lien, claim or entitlement to any portion of the consideration recited above which has not been satisfied, or will not be satisfied immediately out of the above recited.

consideration being paid for the Release. The Releasors further expressly agree to indemnify and hold harmless Releasees and their present and former insurers, directors, officers, agents, employees, successors and assigns from any lien, claim or entitlement to any portion of the consideration recited above being paid for this Release which may be asserted any any time by any person or entity.

10.

To procure payment of the aforementioned sums, the undersigned do hereby declare that they are competent and of the age of majority, that no representations about the nature and extent of said damages, loss or injury made by any attorney or agent of any party hereby released, nor any representations regarding the nature and extent of the legal liability or financial responsibility of any of the parties hereby released have induced Releasors to make this settlement; that in determining said sum, there has been taken into consideration not only the ascertained damages and losses, but also the fact that consequences not now ascertained may result from said occurrence, casualty or event as hereinbefore referred to.

11.

Releasors do hereby further covenant and agree that they will never institute in the future any complaint, suit, action or cause of action, in law or in equity, against the Releasees, nor institute, prosecute or in any way aid in the institution or prosecution of any claim, demand, action, cause of action, suit or consequence of the occurrence, casualty or event hereinbefore referred to, whether such injury, damage, loss or expense is known or unknown, past, present or future. In connection therewith, Releasors do hereby covenant and agree to indemnify and hold harmless the aforementioned Releasees from any and all claims, demands, actions, causes of action, suits or complaints that may be brought by any person, persons, firm, corporation or other entity against the Releasees, for injury, damage or loss of Releasors arising out of the casualty, occurrence or event hereinbefore referred to.

12.

Releasors hereby acknowledge receipt of a copy of this Release before signing same. It is understood that the provisions of this Release and Settlement Agreement are contractual and are not merely recitals and that the undersigned have read the foregoing Release and Settlement Agreement, understand it and sign same as their voluntary act and deed.

By: Deborah I. Ruggles  
DEBORAH I. RUGGLES

By: Alyce F. Ruggles  
ALYCE F. RUGGLES AS GUARDIAN  
AND NEXT FRIEND OF  
DEBORAH I. RUGGLES, A MINOR

By: Alyce F. Ruggles  
ALYCE F. RUGGLES, INDIVIDUALLY

By: Ellsworth F. Ruggles  
ELLSWORTH RUGGLES, INDIVIDUALLY

By: J. Hal Ross  
APPROVED BY  
J. HAL ROSS, ATTORNEY FOR PLAINTIFFS

Sharon S. Barry  
WITNESS

APPROVED:

Heber A. Ladner, Jr.  
HEBER A. LADNER, JR.  
ATTORNEY FOR DEFENDANTS

APPROVAL OF RELEASE AND SETTLEMENT AGREEMENT

The foregoing Release and Settlement Agreement is hereby approved by the undersigned authorized representative of The Home Insurance Company, and the obligations of said company set forth therein are hereby acknowledge and accepted.

This the 24 day of August, 1987.

By:

*Handwritten Signature*  
AUTHORIZED AGENT

APPROVAL OF RELEASE AND SETTLEMENT AGREEMENT

The foregoing Release and Settlement Agreement is hereby approved by the undersigned authorized representative of Safety Mutual Casualty Corporation, and the obligations of said company set forth therein are hereby acknowledge and accepted.

This the 26 day of August, 1987.

By:

  
AUTHORIZED AGENT

ADDENDUM NO. 1Description of Periodic Payments:

PAYABLE TO OR FOR THE BENEFIT OF DEBORAH I. RUGGLES:

Beginning on 09/15/87 - \$1,250/monthly for 5 years certain  
(Last Payment - 08/15/92)  
Beginning on 09/15/92 - \$1,500/monthly for 5 years certain  
(Last Payment - 08/15/97)  
Beginning on 09/15/97 - \$1,750/monthly for 5 years certain  
(Last Payment - 08/15/02)  
Beginning on 09/15/02 - \$2,000/monthly for life, guaranteed  
for 5 years certain, compounding  
annually at 3%  
(Last Guaranteed Payment - 08/15/07)

## Future Lump Sum Payments -

Payable on 09/01/92 - \$20,000.00  
Payable on 09/01/97 - \$30,000.00  
Payable on 09/01/02 - \$40,000.00  
Payable on 09/01/07 - \$50,000.00  
Payable on 09/01/17 - \$60,000.00  
Payable on 09/01/22 - \$70,000.00  
Payable on 09/01/27 - \$80,000.00

TO OR FOR THE BENEFIT OF J. HAL ROSS -

## Future Lump Sum Payment -

Payable on 09/01/88 - \$150,000.00







**StoneStreet  
Capital**

## PURCHASE, TRANSFER AND ASSIGNMENT AGREEMENT

This Purchase, Transfer and Assignment Agreement, which along with the Terms and Conditions attached hereto is referred to herein as the "Agreement", is a contract between Stone Street Capital, LLC its successors and/or assigns ("Stone Street" or "we," "us", or "our"), a Delaware Limited Liability Company, and Deborah Ruggles (referred to as "you" or "your"). The purpose of this Agreement is to set forth the terms of a legally binding contract where you agree to sell us your structured settlement payments.

### SUMMARY OF KEY TERMS:

You agree to sell, and Stone Street agrees to purchase the following payments:

8 monthly life contingent payments of \$600.00 from January 15, 2023 through and including August 15, 2023; and 220 monthly life contingent payments of \$800.00 from September 15, 2023 through and including December 15, 2041, increasing 3% each September ("the Assigned Payments")

You have agreed to accept the following purchase price in exchange for the Assigned Payments:

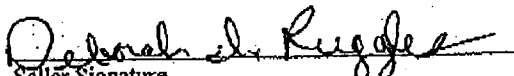
\$20,125.00 (the "Purchase Price")

**Disclosure Statement.** To comply with state and federal law, we gave you a Disclosure Statement that explained the financial terms of this Agreement. Among other things, the Disclosure Statement describes the fees that you will be responsible for at the time of funding. The terms set forth of the Disclosure Statement, including any later amendments to the document, are considered a part of this Agreement. You agree that you had the opportunity to read and review the Disclosure Statement, and that you agree to its terms.

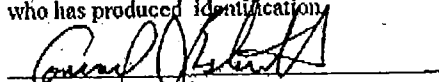
**Date of the Agreement.** The date of this Agreement is March 7, 2016, and you have no obligation under this Agreement before that date.

By signing below, the parties agree to be bound to the terms of the agreement, including the provisions set forth in the Terms and Conditions attached hereto and incorporated herein by reference.

**SELLER:**

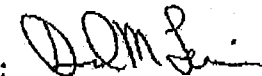
  
Seller Signature

This foregoing instrument was acknowledged before me this 7 day of Mar, 2016 by Deborah Ruggles who is either (i) personally known to me or (ii) who has produced identification.

  
Notary Signature

Notary Public in and for the State of VT  
My Commission Expires: 2-10-19

**STONE STREET CAPITAL, LLC:**

By:   
David M. Lewis,  
Senior Vice President

## TERMS AND CONDITIONS

The purpose of this Terms Summary is to set forth additional terms of a legally binding contract where you agree to sell structured settlement payments to Stone Street

### Background

- A. You (or someone acting on your behalf) settled a lawsuit or a claim sometime before the date of this Agreement, and as a result of that settlement, you became entitled to receive payments payable over time. The terms of that agreement are documented in a Settlement Agreement or a similar document (the "Settlement Agreement"). The defendants or their insurers in your lawsuit or claim assigned their obligation to make those payments to a third party, the Settlement Obligor (the "Obligor"). The Settlement Obligor purchased an annuity (the "Annuity") from an insurance company (the "Issuer") to make sure that you would receive the payments according to the terms of the Settlement Agreement. You are entitled to receive payments from the Annuity.
- B. You have decided that receiving your payments according to the timetable set forth in the Settlement Agreement does not satisfy your financial needs. After thinking about other ways of addressing your financial situation, you have decided to sell some of your payments to Stone Street in exchange for a cash payment.

1. **The Sale and Purchase.** You agree to sell the settlement payments identified as the "Assigned Payments" on the Summary of Key Terms to which this Terms Summary was attached. Stone Street agrees to pay you, and you agree to accept, cash in the amount identified as the "Purchase Price" stated on the Summary of Key Terms to which this Terms Summary was attached

2. **How the Purchase Price Will be Paid to You.** We will pay you by any means you choose, including an electronic wire transfer directly to your bank account or by check. If you elect an electronic wire transfer, we will only make payment to a bank account in your name.

3. **What Must Happen Before Funding.** Before the Assigned Payments are transferred to Stone Street, a court must approve this Agreement. After court approval, there are additional conditions that must be met before we can pay you your Purchase Price. First, the Issuer must acknowledge, in writing, the receipt of a court order that: (a) directs the Obligor and Issuer to make the Assigned Payments to Stone Street to the address and entity that we name; (b) makes all findings required by applicable law; and (c) cannot be appealed. Second, we must confirm that all of your obligations under the Agreement have been satisfied including providing us with all necessary documentation. Last, we must review the transaction, the supporting documents, lien, judgment, bankruptcy and other searches to verify that there is no right or condition that exists that would require us to terminate this Agreement. When these steps are satisfied, your transaction will close and fund.

4. **The Payments We Do Not Buy.** If you decided to sell us only a portion of your payments, this Agreement does not affect the payments that you did not sell. You will continue to receive the unsold portion of the payments unless those payments were previously sold, encumbered or subject to court ordered garnishment or execution. In some cases, the court, the Obligor or the Issuer may require that the entire structured settlement payment be paid to us, and, upon receipt, we shall remit the unassigned portion of the structured settlement payment back to you. If such a circumstance arises in your transaction, you agree to this payment servicing arrangement.

5. **Other Documents.** Stone Street will expeditiously and diligently work to get a court order approving this Agreement. To assist us in this process, you agree to execute additional documents that may be required by the court, the Obligor or the Issuer. You agree to provide us with complete copies of your Settlement Agreement and Annuity, and other documents necessary to complete the transaction.

6. **You Own and Can Sell Your Payments.** We must establish that you own the payments that you are selling to us, and that no one else could claim an interest in the Assigned Payments. Unless you tell us in writing otherwise, you represent and promise to us that:

- (a) You have the right to receive and sell the Assigned Payments;
- (b) This Agreement does not conflict with any of your other obligations;
- (c) The Assigned Payments are not subject to any community property or spousal rights of any person;
- (d) There is no dispute, lawsuit, or challenge relating to your right to receive the payments under the Settlement Agreement;
- (e) Neither you nor anyone else has sold, pledged or otherwise transferred the Assigned Payments nor attempted to do so;
- (f) No other person or business claims a security interest, lien, right, title, or interest of any kind in the Assigned Payments;
- (g) All applicable child support, alimony, and tax obligations are up to date;
- (h) There are no unsatisfied judgments against you;
- (i) You are not in bankruptcy; and
- (j) If one or more of these statements becomes untrue before the Purchase Price is paid to you, you agree to notify us in writing. In all events, you authorize us to conduct credit checks, judgment and lien searches, and criminal background searches to confirm that there are no claims against the Assigned Payments.

7. **Your Promises to Us.** Stone Street is relying upon the statements you have made to us and the documents you have provided regarding you, your situation, the payments you are receiving, and the payments you are now selling, including the following:

- (a) You completed and signed an application along with this Agreement, and the information contained in the application is complete and correct;
- (b) You believe that selling the Assigned Payments is in the best interest of you and your dependents;
- (c) You are 18 years of age or older, are of sound mind, not under the influence of drugs or alcohol;
- (d) You understand and agree that you are not considered a "consumer" in this transaction, and that you waive the protection of various consumer protections laws;
- (e) You understand that we are not assuming any of your obligations under the Settlement Agreement, Annuity, Uniform Qualified Assignment or other related documents;
- (f) You understand and agree to the terms of this Agreement;
- (g) No one has forced you to sign this Agreement nor has anyone promised you anything other than what is stated in this Agreement in an effort to persuade you to sign it.

8. **Life Contingent Payments.** If we are purchasing payments that are payable only if you are alive, your transaction will be subject to a medical underwriting review. We will provide you with a separate release in accordance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. Once you sign the release, you will be asked questions about your medical history. You must give full, complete, and accurate responses to all medical questions because Stone Street will rely upon your answers in determining your eligibility for this transaction. If you do not meet the standards for the transaction, Stone Street will inform you, and will cancel the transaction with no cost to you. If we are buying life contingent payments and you die prior to when we have paid you the Purchase Price for the life contingent payments we will have no obligation to pay the Purchase Price for such payments and the transaction will be cancelled.

9. **Independent Advisor.** Before you sign this Agreement, you may wish to consult with an independent advisor to seek legal, financial or other expert advice regarding the legal, financial,

and tax consequences of this Agreement. By signing this Agreement, you acknowledge that Stone Street has advised you of this right in writing.

10. **Deductions from the Purchase Price.** We will deduct from your Purchase Price any fees that are set forth on your Disclosure Statement. In addition, you may have elected to sell payments to pay off debts, liens, and past due obligations. If you owe back taxes, past due child support, or have judgments or liens recorded against you or your assets, we may require that some of those debts, claims, or liabilities be paid at the time the transaction is funded. If it is reasonably necessary to pay certain debts before funds are released to you so that the Assigned Payments are not subject to such debts, Stone Street will pay those debts for your account and deduct the payment from your Purchase Price. Also, you may have received a partial prepayment of the Purchase Price. Any pre-funding payments that you may have received prior to Closing will also be deducted from the Purchase Price.

11. **Payments Received Before Funding.** You acknowledge that it may take some time for the Obligor and Issuer to receive and process the court order. Accordingly, you could receive payments that were supposed to be sold to Stone Street. If you receive some payments before we pay you the Purchase Price, the amount of payments received by you will be deducted from the Purchase Price.

12. **Amount Heldback from Purchase Price.** As set forth above, it may take the Obligor and Issuer some time to process the court order. We may withhold an amount from the Purchase Price equal to the amount of the payments to be paid within two to six months of the closing (depending upon the insurer and its practices). When the Assigned Payments begin to be received by Stone Street, the amount withheld will be released to you, less the amount of any payments paid over to you in error while the insurance company was processing the address change.

13. **Receiving Payments In Error.** The Obligor and Issuer may send an Assigned Payment to you in error. In the event that you receive a payment that you have sold to Stone Street, you agree to hold those payments in trust and immediately turn them over to Stone Street.

14. **Limited Power of Attorney.** Some insurance companies will continue to make the Assigned Payments payable in your name after the transaction is closed. You hereby grant Stone Street, or its successors, assigns or agents, an irrevocable limited "power of attorney" granting us the right to cash these checks and to deposit the money into our collection account.

15. **Grant of Security Interest.** You intend to sell and Stone Street intends to purchase your rights, title and interest in and to the Assigned Payments. This Agreement is not a loan. Subject to the court's approval of the sale, you grant to Stone Street a security interest under Article 9 of the Uniform Commercial Code in your rights and interest in the Assigned Payments. These rights have been assigned to Stone Street as a payment intangible or general intangible under Article 9 of the Uniform Commercial Code. This Agreement shall function as a security agreement, and the security interest secures payment of the rights assigned and performance of your obligations under this Agreement. In the event that the transaction is for any purpose characterized as a loan, a financing or extension of credit or anything other than a true sale by any court, you grant us a security interest and all rights of a secured party lender under the Uniform Commercial Code. We may file a UCC-1 financing statement or continuation statement evincing and perfecting our rights in the jurisdictions that we deem appropriate.

16. **Testamentary Agreement.** If you should die prior to the due date of the last Assigned Payment, Stone Street will continue to receive the Assigned Payments on the dates set forth in the Summary of Key Terms. You are giving up your rights to the Assigned Payments, and the rights of your heirs, successors, beneficiaries, and/or any other person claiming by, through or under you. Accordingly, this Agreement is a Testamentary Agreement in which you irrevocably agree to name Stone Street or its assigns as the party that will inherit the Assigned Payments upon your death. You understand that you no longer have the power to amend, modify, alter or otherwise change this beneficiary designation. Also, you agree to sign a form designating Stone Street as the sole beneficiary under the Annuity during the term of the Assigned Payments.

17. **Restrictions on Assignment.** Your Settlement Agreement may contain language prohibiting your right or power to accelerate, defer, increase, decrease or assign your payments. You hereby waive and release any such restriction if your Settlement Agreement or the Annuity contains this or similar language. As such, you understand and agree that you will never claim or assert that the payments you are now selling were not transferable, or that this language renders this Agreement void.

18. **Arbitration of Disputes after Closing.** Once your transaction has closed, any claim or dispute ("Claim") by either you or us against the other, or against the employees, agents, successors or assigns of the other, arising from or relating in any way to this Agreement or any prior agreement (whether under a statute, in contract, tort, or otherwise and whether for money damages, penalties or declaratory or equitable relief) including Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement or any prior agreement, shall be resolved by mandatory binding arbitration. For matters that could be brought in your local small claims court, you have the option of proceeding in the small claims court rather than proceeding in arbitration. This arbitration provision cannot be used to bypass state and federal laws requiring court approval of this transaction. The arbitration shall be conducted by JAMS Arbitration ("JAMS") under the Code of Procedure in effect at the time the Claim is filed. JAMS Rules and forms may be obtained and Claims may be filed at any JAMS office, online at [www.jamsadr.org](http://www.jamsadr.org), or by telephone 1-800-352-5267. You will have the right to counsel, the right to be heard in front of a neutral arbitrator, and you will have the opportunity to participate in the selection of the arbitrator. You will retain all the remedies that you are afforded under local, state and federal law. The arbitration shall take place in your hometown or in the JAMS office closest to where you are located. The arbitrator shall apply the law of the jurisdiction where we sought court approval of this Agreement. We or you may, upon approval of the other, substitute another nationally recognized, independent arbitration organization that uses a similar code or procedure. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("FAA"). Any arbitration award shall be final, and judgment upon the award may be entered in a court having jurisdiction. No Claim submitted to arbitration is heard by a jury, and no Claim may be brought as a class action or as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim.

19. **Construction of this Agreement.** All of the headings contained in this Agreement are for convenience only. They are not part of this Agreement, and that shall not affect its meaning, construction or interpretation. This Agreement, the Disclosure Statement, and the attached exhibits make up the entire agreement between you and Stone Street and replace all prior arrangements and understandings, written or spoken. If we amend this Agreement, the terms of the amendment shall control over terms that set forth herein.

20. **Severability.** Should any provisions of this Agreement is held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, that provisions shall be deemed to be modified to the extent necessary to render it lawful and enforceable. If such a modification is not possible, that provisions shall be severed from the Agreement and shall not in any way affect or impair the validity, legality and enforceability of the remaining provisions in this Agreement.

21. **Future Assignment By Stone Street.** Stone Street (and any future assignee) may assign all of its right, title, and interest in and to this Agreement, the other related documents, the Annuity, and the Assigned Payments either before or after the closing and without any requirement of prior consent from or notice to you.

22. **Applicable Law.** Except as otherwise required by applicable statutory law, this Agreement shall be governed by and interpreted in accordance with the law of the jurisdiction where we sought court approval of this Agreement.

## DISCLOSURE STATEMENT

This Disclosure Statement is being provided by Stone Street Capital, LLC ("Stone Street") to you, Deborah Ruggles, on March 30, 2016 in connection with your agreement to transfer and assign to Stone Street Capital, LLC, or its assigns, certain structured settlement payment rights.

1. **Amounts and Due Dates of Payments to be Transferred.** You will assign to Stone Street all of your right, title and interest in and to 8 monthly life contingent payments of \$600.00 from January 15, 2023 through and including August 15, 2023; and 220 monthly life contingent payments of \$800.00 from September 15, 2023 through and including December 15, 2041, increasing 3% each September out of those certain payments due under a certain Settlement Agreement.
2. **Aggregate Amount of Payments Transferred.** The aggregate amount of the payments to be transferred to Stone Street totals \$235,026.52.
3. **Calculation of Current Value of the Transferred Structured Settlement Payments Under Federal Standards for Valuing Annuities.** The Internal Revenue Service discounted present value of the payments to be transferred is \$161,754.74 determined by discounting the future payments to be transferred using a rate most recently published for determining the present value of an annuity by the Internal Revenue Service, which rate is 2.20%. This is a calculation of the current value of the transferred structured settlement payments under federal standards for valuing annuities. **THIS IS NOT THE RATE USED TO CALCULATE YOUR PURCHASE PRICE.** It is also not the market rate for transfers of annuity payments of structured settlement payments.
4. **Gross Amount Payable.** The gross amount payable to you in exchange for the transferred payments is \$20,125.00.
5. **Annual Discount Rate.** The annual discount rate, compounded monthly, used to determine the gross amount payable is 17.84%.
6. **Good Faith Estimate of Fees and Expenses.** You will be responsible for paying the following commissions, fees, expenses, charges, and costs in connection with the closing of this transaction: None

**7. Net Amount Payable.** The net amount payable to you in exchange for the transferred payments is \$20,125.00.

**8. Effective Annual Interest Rate.** Based on the net amount that you will receive from us and the amounts and timing of the structured settlement payments that you are turning over to us, you will, in effect, be paying interest to us at a rate of 17.84% per year.


**9. Cancellation.** You have 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.

**10. Breach of Contract.** The amount of any penalty and the aggregate amount of any liquidated damages (inclusive of penalties) payable by the payee in the event of any breach of the transfer agreement by the payee shall be: None.

**11. Tax Consequences** – You may be subject to adverse state and federal income tax consequences as a result of this transfer.

By signing this Disclosure Statement where provided below, you acknowledge and agree that you have read and fully understand the foregoing Disclosure Statement, that you have been advised by Stone Street to discuss the Disclosure Statement and the details of the proposed transaction with your financial advisors and attorneys and have been provided an opportunity to do so.

**RECEIVED, AGREED AND ACKNOWLEDGED:**

  
Deborah Ruggles

3-30-16  
Date





ANDERSON & EATON, P.C.

ATTORNEYS AT LAW  
128 MERCHANTS ROW, 7<sup>TH</sup> FLOOR  
P.O. BOX 67  
RUTLAND, VERMONT 05702-0067

KARL C. ANDERSON\*

AARON EATON

SABRINA A. URICH, PARALEGAL

\*Also Admitted in NY

(802) 773-4700  
FAX: (802) 773-4800  
E-MAIL: andersoneaton@vtlawyers.org

February 23, 2016

Ms. Deborah Ruggles  
11 Dana Thurston Road  
West Topsham, VT 05086

**Re: Deborah Ruggles IPA**


Dear Ms. Ruggles:

I am a licensed attorney and provided counsel to you on February 23, 2016 regarding the transfers of structured settlement payment rights. You received advice concerning the legal, tax and financial implications of the agreements to sell your structured settlement annuity payments to Stone Street Capital, LLC per the agreements dated January 16, 2016 (attached).

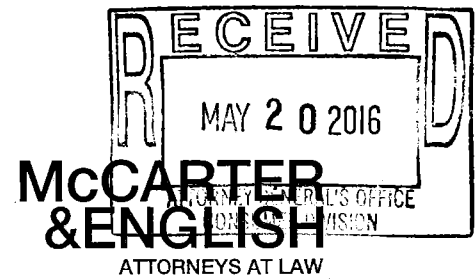
I also advised you that I do not have any financial interest in the funding process or any entities involved in the transaction nor am I an employee, agent, manager, partner, stock holder or affiliated in any manner with Stone Street Capital, LLC.

You were further advised of the rights and obligations of the respective parties to the agreement. With your permission I have sent a copy of this letter to Stone Street Capital, LLC.

Sincerely,

  
Karl C. Anderson

cc: Stone Street Capital, LLC  
7316 Wisconsin Avenue  
Suite 500  
Bethesda, MD 20814



May 18, 2016

**VIA OVERNIGHT COURIER**

Ms. Lisa Eastman  
Deputy Clerk  
Vermont Superior Court  
Orange Unit – Civil Division  
5 Court Street  
Chelsea VT 05038

Gregory D. Cote  
T. 617.449.6508  
F. 617.326.3098  
gcote@mccarter.com

Re: Stone Street Capital, LLC v. Deborah Ruggles  
Petition for Approval of Structured Settlement Assignment  
C.A. No. 36-4-16 OECV

McCarter & English, LLP  
265 Franklin Street  
Boston, MA 02110  
T. 617.449.6500  
F. 617.607.9200  
www.mccarter.com

Dear Ms. Eastman:

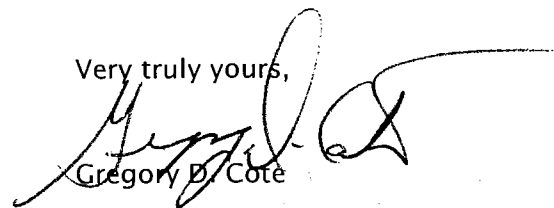
Enclosed for filing in the above-referenced matter are the following:

1. Orange County Sheriff's Department Return of Service; and
2. Certificate of Service on Interested Parties.

If you have questions or need additional information to process the filing, please do not hesitate to contact me.

Thank you.

Very truly yours,



Gregory D. Cote

GDC/bmh  
Enclosures

cc: Ms. Deborah Ruggles  
Interested Parties  
Ms. Monica Saunders  
William A. Zucker, Esq. (w/o enc.)

BOSTON  
HARTFORD  
STAMFORD  
NEW YORK  
NEWARK  
EAST BRUNSWICK  
PHILADELPHIA  
WILMINGTON  
WASHINGTON, DC

ORANGE COUNTY SHERIFF'S DEPARTMENT  
RETURN OF SERVICE

On the 9<sup>th</sup> day of May 2016, At approximately 1950 hours I made service of the following documents upon Deborah Ruggles IN HAND

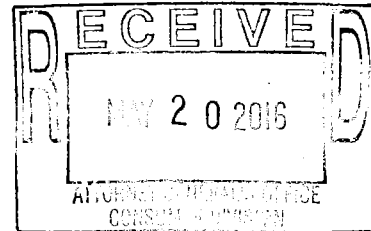
- |   |   |
|---|---|
| <input type="checkbox"/> Summons  | <input type="checkbox"/> Interrogatories              |
| <input type="checkbox"/> Complaint  | <input type="checkbox"/> Exhibit(s)                   |
| <input type="checkbox"/> Motion   | <input type="checkbox"/> Writ of Possession           |
| <input type="checkbox"/> Affidavit  | <input type="checkbox"/> Judgment Order               |
| <input type="checkbox"/> Summons to Trustee                                   | <input type="checkbox"/> Notice to Home Owner         |
| <input type="checkbox"/> list of Exemptions                                   | <input type="checkbox"/> Memorandum of Law            |
| <input type="checkbox"/> Disclosure Under Oath                                | <input checked="" type="checkbox"/> Notice of Hearing |
| <input type="checkbox"/> Final Order  | <input type="checkbox"/> Writ of Attachment           |
| <input type="checkbox"/> Trustee Disclosure                                   | <input type="checkbox"/> Recognizance                 |
| <input type="checkbox"/> Subpoena, with Witness fees Check                    | <input type="checkbox"/> Judicial Summons             |
| <input type="checkbox"/> Small Claims Summons and Complaint with Answer Sheet |   |
- ☒ Other: Proposed Transfer of Structured Settlement Payment Rights and Petition for Order Authorizing and Approving Transfer of Structured Settlement Payments Rights on Deborah Ruggles.
- ☐ By delivering a copy of the same to the defendant.
- ☐ By delivering a copy of the same to \_\_\_\_\_ a person of suitable age and discretion and then there a resident at the usual place of abode of said defendant

☒ At, 11 Dana Thurston Road, West Topsham, Vermont.

Service	\$	<u>50</u>	
Travel	\$	<u>19.44</u>	36 Miles
Postage	\$	<u>1.44</u>	
Copies	\$	_____	
Town Clerk	\$	_____	
Notary Fees	\$	_____	
Other	\$	_____	

  
David Eggum Deputy Sheriff

Total \$ 69.91



STATE OF VERMONT

ORANGE COUNTY, ss.  
CIVIL DIVISION

SUPERIOR COURT  
CIVIL ACTION NO. 36-4-16 OECV

STONE STREET CAPITAL, LLC,

Petitioner,

v.

DEBORAH RUGGLES,

Respondent.

**CERTIFICATE OF SERVICE ON INTERESTED PARTIES**

I, Gregory D. Cote, hereby certify that, on May 5, 2016, a true and accurate copy of the Petition for Order Authorizing and Approving Transfer of Structured Settlement Payment Rights ("Petition"), filed in this action on or about April 12, 2016 by petitioner Stone Street Capital, LLC, and a true and accurate copy of the Notice of Hearing on Proposed Transfer of Structured Settlement Payment Rights ("Notice"), issued by the Court on April 27, 2016, were served on the following interested parties to this action in accordance with 9 V.S.A. §2480ff(b) and V.R.C.P. 5(b)(2) in the following manner:

Transamerica Annuity Service Corporation  
ATTN: Structured Settlements Legal Dept.  
4333 Edgewood Road  
Cedar Rapids, IA 52499  
*Annuity Owner*  
via certified mail/return receipt requested

Vermont Attorney General's Office  
109 State Street  
Montpelier, VT 05609  
via third-party commercial carrier

Transamerica Life Insurance Company  
(f/k/a) Transamerica Occidental Life  
Insurance Company  
ATTN: Structured Settlements Legal Dept.  
4333 Edgewood Road  
Cedar Rapids, IA 52499  
*Annuity Issuer*  
via certified mail/return receipt requested

Vermont Office of Child Support  
280 State Drive  
Waterbury, VT 05671  
via third-party commercial carrier

Vermont Dept. of Financial Regulation  
89 Main Street  
Montpelier, VT 05620  
via third-party commercial carrier

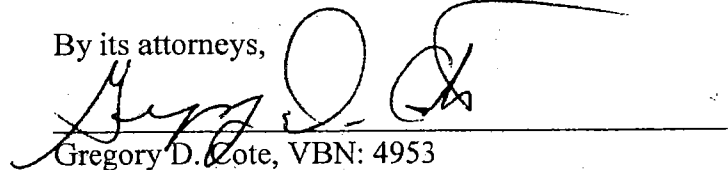
Vermont Department of Taxes  
133 State Street  
Montpelier, VT 05620  
via third-party commercial carrier

True and accurate copies of the delivery confirmation forms indicating that the Petition and Notice were delivered to each of the above-listed interested parties are attached hereto as Exhibit A.

Respectfully submitted,

STONE STREET CAPITAL, LLC,

By its attorneys,

A handwritten signature in black ink, appearing to read 'Gregory D. Cote', is written over a horizontal line.

Gregory D. Cote, VBN: 4953

McCarter & English, LLP

265 Franklin Street

Boston, MA 02110

617-449-6508 - o

617-326-3098 - f

E-mail: [gcote@mccarter.com](mailto:gcote@mccarter.com)

May 18, 2016

**CERTIFICATE OF SERVICE**

I, Gregory D. Cote, hereby certify that on this 18th day of May, 2016, a true and accurate copy of the foregoing Certificate of Service on Interested Parties was served via regular, first-class mail, postage prepaid, upon the following:

Ms. Deborah Ruggles  
11 Sana Thurston Road  
West Topsham, Vermont 05086

Transamerica Annuity Service Corporation  
ATTN: Structured Settlements Legal Dept.  
4333 Edgewood Road  
Cedar Rapids, IA 52499  
*Annuity Owner*

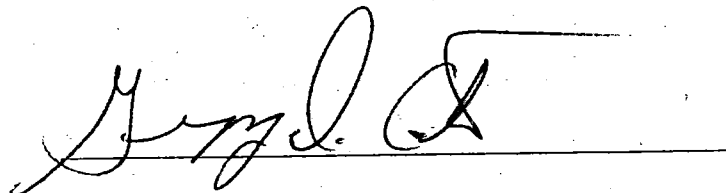
Transamerica Life Insurance Company  
(f/k/a) Transamerica Occidental Life  
Insurance Company  
ATTN: Structured Settlements Legal Dept.  
4333 Edgewood Road  
Cedar Rapids, IA 52499  
*Annuity Issuer*

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

Vermont Office of Child Support  
280 State Drive  
Waterbury, VT 05671

Vermont Dept. of Financial Regulation  
89 Main Street  
Montpelier, VT 05620

Vermont Department of Taxes  
133 State Street  
Montpelier, VT 05620

A handwritten signature in black ink, appearing to read "Gregory D. Cote", is written over a horizontal line.







May 12, 2016

Dear Customer:

The following is the proof-of-delivery for tracking number **782985047090**.

---

**Delivery Information:**

<b>Status:</b>	Delivered	<b>Delivered to:</b>	Shipping/Receiving
<b>Signed for by:</b>	T.BALDWIN	<b>Delivery location:</b>	1078 RTE 2 MONTPELIER, VT 05609
<b>Service type:</b>	FedEx Priority Overnight	<b>Delivery date:</b>	May 5, 2016 10:04
<b>Special Handling:</b>	Deliver Weekday  Direct Signature Required		



---

**Shipping Information:**

<b>Tracking number:</b>	782985047090	<b>Ship date:</b>	May 4, 2016
		<b>Weight:</b>	1.0 lbs/0.5 kg

**Recipient:**  
Vermont Attorney General's Office  
109 STATE ST  
MONTPELIER, VT 05609 US

**Shipper:**  
Gregory D. Cote  
McCarter & English LLP  
265 Franklin Street  
Boston, MA 02110 US

**Reference** 113290.00025.03916

Thank you for choosing FedEx.



May 12, 2016

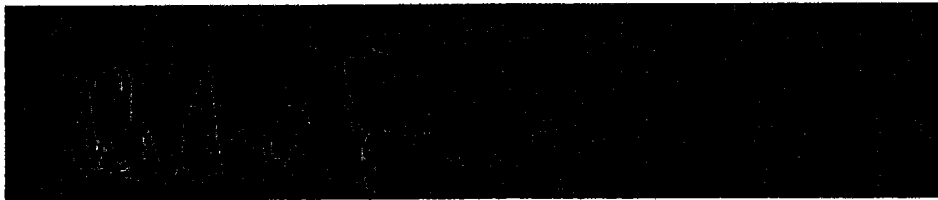
Dear Customer:

The following is the proof-of-delivery for tracking number **782985058888**.

---

**Delivery Information:**

<b>Status:</b>	Delivered	<b>Delivered to:</b>	Receptionist/Front Desk
<b>Signed for by:</b>	C.GILCRIS	<b>Delivery location:</b>	280 STATE DR WATERBURY, VT 05671
<b>Service type:</b>	FedEx Priority Overnight	<b>Delivery date:</b>	May 5, 2016 10:30
<b>Special Handling:</b>	Deliver Weekday  Direct Signature Required		



---

**Shipping Information:**

<b>Tracking number:</b>	782985058888	<b>Ship date:</b>	May 4, 2016
		<b>Weight:</b>	1.0 lbs/0.5 kg

**Recipient:**  
Vermont Office of Child Support  
280 STATE DR  
WATERBURY, VT 05671 US

**Shipper:**  
Gregory D. Cote  
McCarter & English LLP  
265 Franklin Street  
Boston, MA 02110 US  
  
113290.00025.03916

**Reference**

Thank you for choosing FedEx.



May 12, 2016

Dear Customer:

The following is the proof-of-delivery for tracking number **782985076626**.

---

**Delivery Information:**

<b>Status:</b>	Delivered	<b>Delivered to:</b>	Receptionist/Front Desk
<b>Signed for by:</b>	K.FAY	<b>Delivery location:</b>	89 MAIN ST. MONTPELIER, VT 05602
<b>Service type:</b>	FedEx Priority Overnight	<b>Delivery date:</b>	May 5, 2016 11:08
<b>Special Handling:</b>	Deliver Weekday  Direct Signature Required		



---

**Shipping Information:**

<b>Tracking number:</b>	782985076626	<b>Ship date:</b>	May 4, 2016
		<b>Weight:</b>	1.0 lbs/0.5 kg

**Recipient:**  
Vermont Dept of Financial Regulation  
89 MAIN ST  
MONTPELIER, VT 05602 US

**Shipper:**  
Gregory D. Cote  
McCarter & English LLP  
265 Franklin Street  
Boston, MA 02110 US  
113290.00025.03916

**Reference**

Thank you for choosing FedEx.



May 12, 2016

Dear Customer:

The following is the proof-of-delivery for tracking number **782985087667**.

---

**Delivery Information:**

<b>Status:</b>	Delivered	<b>Delivered to:</b>	Receptionist/Front Desk
<b>Signed for by:</b>	K.PALLAS	<b>Delivery location:</b>	133 STATE ST MONTPELIER, VT 05602
<b>Service type:</b>	FedEx Priority Overnight	<b>Delivery date:</b>	May 5, 2016 10:33
<b>Special Handling:</b>	Deliver Weekday Direct Signature Required		



---

**Shipping Information:**

<b>Tracking number:</b>	782985087667	<b>Ship date:</b>	May 4, 2016
		<b>Weight:</b>	1.0 lbs/0.5 kg

**Recipient:**  
Vermont Dept of Taxes  
133 STATE ST  
MONTPELIER, VT 05602 US

**Shipper:**  
Gregory D. Cote  
McCarter & English LLP  
265 Franklin Street  
Boston, MA 02110 US  
113290.00025.03916

**Reference**

Thank you for choosing FedEx.

English

Customer Service

USPS Mobile



USPS Tracking®

Tracking Number: 70100780000241328630

Updated Delivery Day: Monday, May 9, 2016

## Product &amp; Tracking Information

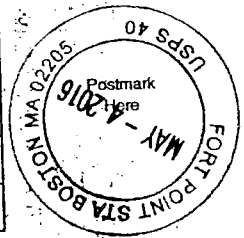
Postal Product:

Features:  
Certified Mail™

DATE & TIME	STATUS OF ITEM	LOCATION
May 9, 2016, 7:21 am	Delivered	CEDAR RAPIDS, IA 52499
Your item was delivered at 7:21 am on May 9, 2016 in CEDAR RAPIDS, IA 52499.		
May 9, 2016, 12:34 am	Arrived at Unit	CEDAR RAPIDS, IA 52401
May 7, 2016, 4:02 am	Departed USPS Facility	CEDAR RAPIDS, IA 52401
May 6, 2016, 1:18 pm	Arrived at USPS Facility	CEDAR RAPIDS, IA 52401
May 5, 2016, 8:33 am	Departed USPS Facility	BOSTON, MA 02205
May 4, 2016, 11:48 pm	Arrived at USPS Facility	BOSTON, MA 02205

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**CERTIFIED MAIL™ RECEIPT**  
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For delivery information visit our website at [www.usps.com](http://www.usps.com).**OFFICIAL USE**

Postage	\$ 3.23
Certified Fee	3.30
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	9.25
Total Postage & Fees	\$ 113290-00025



Sent To: Transamerica Annuity Svc. Corp.  
 Street, Apt. No., or PO Box No.: Attn: Structured Sett. Legal  
 4333 Edgewood Road  
 City, State, ZIP+4: Cedar Rapids, IA - 52499  
 PS Form 3800, August 2006 See Reverse for Instructions

## Available Actions

Text Updates

Email Updates

## Track Another Package

Tracking (or receipt) number

## Manage Incoming Packages

Track all your packages from a dashboard.  
No tracking numbers necessary.

## HELPFUL LINKS

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FAQs

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## SENDER: COMPLETE THIS SECTION

- Complete this section.
- Print 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 inside space permits.

Addressed to:  
 Transamerica Annuity Service Corp.  
 Structured Settlement  
 Legal Department  
 4333 Edgewood Road  
 Grand Rapids, IA 52499



9590 9403 0554 5173 6640 83

2 Article Number (Transfer from service label)

## COMPLETE THIS SECTION ON DELIVERY

Received by: *[Signature]* Agent  
 Date of Delivery: *[Signature]* Addressee  
 Per Mail Count: MAY 09 2016  
 Is delivery address different from item 12? ☒ Yes  
 If YES, enter delivery address below: ☐ No

## 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

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Mail Restricted Delivery

English

Customer Service

USPS Mobile

USPS Tracking®

Tracking Number: 70100780000241328647

Updated Delivery Day: Monday, May 9, 2016

## Product &amp; Tracking Information

Postal Product:

Features:  
Certified Mail™

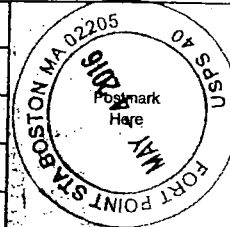
DATE & TIME	STATUS OF ITEM	LOCATION
May 9, 2016 , 7:21 am	Delivered	CEDAR RAPIDS, IA 52499
Your item was delivered at 7:21 am on May 9, 2016 in CEDAR RAPIDS, IA 52499.		
May 9, 2016 , 12:33 am	Arrived at Unit	CEDAR RAPIDS, IA 52401
May 7, 2016 , 4:02 am	Departed USPS Facility	CEDAR RAPIDS, IA 52401
May 6, 2016 , 1:18 pm	Arrived at USPS Facility	CEDAR RAPIDS, IA 52401
May 5, 2016 , 8:33 am	Departed USPS Facility	BOSTON, MA 02205
May 4, 2016 , 11:48 pm	Arrived at USPS Facility	BOSTON, MA 02205

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For delivery information visit our website at www.usps.com.

**OFFICIAL USE**

Postage	\$ 3.25
Certified Fee	3.36
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 9.25



Sent To **Cote 113290-00025**  
**Transamerica Life Ins. Co.**  
 Street, Apt. No., fka Transamerica Occidental Life  
 or PO Box No.  
 City, State, Zip+4 Attn: **Structured Settlements**  
**4333 Edgewood Rd. Cedar Rapids IA 52499**  
 PS Form 3800, August 2005 See Reverse for Instructions

## Available Actions

Text Updates

Email Updates

## Track Another Package

Tracking (or receipt) number

## Manage Incoming Packages

## HELPFUL LINKS

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[Site Index](#)  
[FAQs](#)

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SEI

Transamerica Life Ins. Co.  
 fka Transamerica Occidental Life Insurance Company  
 4333 Edgewood Road  
 Grand Rapids, IA 52499

9590 9403 0554 5173 6640 45

7010 0780 0002 4132 8647

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

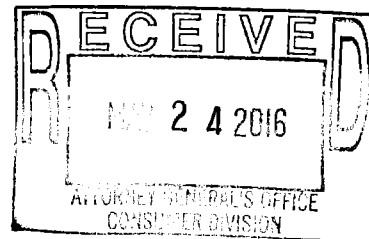
Domestic Return Receipt

Article Number (Transfer from service label)

3. Service Type  
☐ Registered Mail  
☐ Registered Mail Restricted Delivery  
☐ Certified Mail  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery Restricted Delivery  
☐ Insured Mail

4. Agent  
☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

5. Delivery address different from item 1? ☐ Yes ☐ No  
 If YES, enter delivery address below:



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

18 May 2016

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

State of Vermont  
Department of Taxes  
Attn: Will S. Baker, Esq.  
PO Box 429  
133 State Street,  
Montpelier, VT 05620 – 1401

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

Re: Application for Approval of Transfer of Structured Settlement Payments by and  
between JG Wentworth Originations LLC and K. Rich Payee

Superior court of Vermont Franklin Unit – Civil Division  
Docket Number: 485-12-15 Frcv

Dear Gentlemen/Ladies:

Please find enclosed new Notice of Hearing.

This is a reconvened hearing from January 2016 as the judge  
wanted the payee to obtain independent professional advice.  
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 "Twells".

Timothy J. Wells, Esq.

Subj: **Important Message about Docket No. 485-12-15 Frcv**  
Date: 4/29/2016 5:19:14 P.M. Eastern Daylight Time  
From: JUD.AutomatedCourtEmail@vermont.gov  
To: WellsLawVt@aol.com, wellslawvt@comcast.net  
Vermont Superior Court  
Franklin Civil Division  
17 Church Street  
St. Albans, VT 05478  
(802) 524-7993  
www.VermontJudiciary.org

April 29, 2016

**NOTICE OF HEARING**

RE: JG Wentworth Originations, LLC vs. Rich

Docket No. 485-12-15 Frcv

This is to notify you to appear at the Court named above in connection with the above named case for the following:

Other

Friday June 10, 2016 at 01:00 PM Hearing Length: 1 Hour(s) 0 Minute(s)

A Hearing on Application for approval of Structured Settlement Payment Rights has been scheduled to be heard on June 10, 2016 at 1:00 pm.

Civil Division Clerk

Any individual with a disability requiring assistance accessing the services, programs, and/or activities at the Courthouse should contact the Clerk's office at the above address for further assistance.

Notifications:

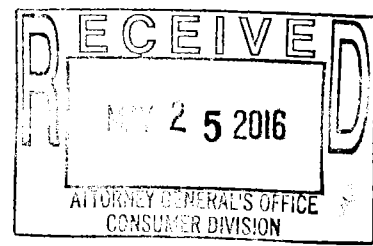
Timothy J. Wells, Attorney for Plaintiff, JG Wentworth Originations, LLC  
Defendant, Karen Rich  
Court Case File

If you received this message in error, please reply to Automated Email Coordinator

**For all other assistance, please contact the court shown above.**



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



21 May 2016

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

State of Vermont  
Department of Taxes  
Attn: Will S. Baker, Esq.  
PO Box 429  
133 State Street,  
Montpelier, VT 05620 – 1401

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

Re: Application for Approval of Transfer of Structured Settlement Payments by and between JG Wentworth Originations LLC and C. Bruce Payee

Superior court of Vermont Rutland Unit – Civil Division  
Docket Number: 203-4-16 Rdcv

Dear Gentlemen/Ladies:

Please find enclosed Motion to Amend Application and Amended Application.

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.

**SUPERIOR COURT  
CIVIL DIVISION**

**DOCKET NUMBER: 203-4-16 Rdcv**

## Motion to Amend Application

NOW COMES the plaintiff, by and through counsel, and hereby moves the honorable court and hereby moves the honorable court for leave to amend its pleadings as follows:

1. The agreed amount of compensation to be paid to the transferor has been increased from \$14,581.00 to \$16,000.00 thereby changing the effective interest rate from 24.99% down to 21.01%;
2. There have been no previous transfers by the payee.
3. There is no prejudice in allowing plaintiff to amend its application;
4. In considering leave to amend the complaint, it should ". . . [b]e freely given when justice so requires." V.R.C.P. 15(a); *Lillicrap v. Martin*, 156 Vt. 165, 170 (1989).

5. It is the Vermont tradition of liberally allowing amendments to pleadings where there is no prejudice to the other party. *Tracy v. Vinton Motors, Inc.*, 130 Vt. 512, 513 (1971).

6. "The principal reasons underlying the liberal amendment policy are (1) to provide maximum opportunity for each claim to be decided on its merits rather than on a procedural technicality, (2) to give notice of the nature of the claim or defense, and (3) to enable a party to assert matters that were overlooked or unknown to him at an earlier stage in the proceedings." *Bevins v. King*, 143 Vt. 252, 255 (1983).

Wherefore plaintiff prays the honorable court for leave to amend the as follows:

1. Changing the amount of set forth in paragraph 8 of the application from \$14,581.00 to \$16,000.00.
2. By attaching to the application the amended disclosure statements as Exhibit B14A through B14D.

Dated this 21<sup>st</sup> day of May 2016.

Wells Law Office  
Attorney for Applicant

By:

Twells  
Timothy J. Wells, Esq.

**VERMONT**  
**AMENDED DISCLOSURE STATEMENT**

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

**A) 1 payment of \$23,700.00 on June 11, 2018**

**(The remainder of the page intentionally left blank)**

**The aggregate amount of the Purchased Payments is \$23,700.00.**

**The discounted present value of the aggregate Purchased Payments at the federal interest rate of 1.80% is \$22,844.71. 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 \$16,000.00.**

**No other expenses are incurred by You.**

**The net amount payable to the seller (You) is \$16,000.00.**

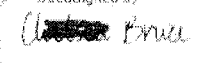
**Based on the net amount that You will receive in payment from Us and the amounts and timing of the structured settlement payments that You are selling to Us, this is the equivalent of interest payments to Us at a rate of 21.01% per year. PLEASE NOTE THAT THIS IS NOT A LOAN, BUT A SALE OF PAYMENT RIGHTS 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  
  
10022001917 2014  
**CHARLES BRUCE**

 **SIGN HERE**

**CONNECTICUT  
AMENDED DISCLOSURE STATEMENT**

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

**A) 1 payment of \$23,700.00 on June 11, 2018**

**(THE REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK)**

May 20, 2016

**The aggregate amount of the Purchased Payments is \$23,700.00.**

**The discounted present value of the aggregate Purchased Payments at the federal interest rate of 1.80% is \$22,844.71. 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 \$16,000.00.**

**No other expenses are incurred by you.**

**The net amount payable to the seller (You) is \$16,000.00.**


**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 21.01% 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).**

DocuSigned by:  
  
10656498E2B484  
**BRUCE**

 SIGN HERE

**SUPERIOR COURT  
CIVIL DIVISION**

[illegible]

**DOCKET NUMBER: 203-4-16 Rdcv**

**C. Bruce**  
**Payee - Transferor, -**

**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. Hartford Life Insurance Company, One Griffin Road North, Windsor, CT 06095-1512 Attn: Legal Dept. /Structured Settlements, the annuity issuer and Hartford-Comprehensive Employee Benefit Service Company "Hartford CEBSCO" One Griffin Road North, Windsor, CT 06095-1512 Attn: Legal Dept. /Structured Settlements, the annuity obligor, are corporations, which are domiciled in Connecticut.

4. As a result of the settlement of a wrongful death claim the Payee is entitled to receive certain structured settlement payment of \$23,700.00 on 06/11/2018. (The "Periodic Payment").

5. In order to fund the obligation to make the settlement payment to the transferor, the Structured Settlement Obligor, or its predecessor in interest, obtained a commercial 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 \$16,000.00, agreed to transfer to the applicant transferee, or its assigns, the right to receive the following payment:

A) 1 payment of \$23,700.00 on June 11, 2018;  
(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 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 Representation" attached hereto as Exhibit "C."**

**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 and ages attached hereto as Exhibit "D" 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 been no previous transfers.  
See Exhibit "E."**

16. 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 F").

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

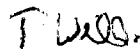
WHEREFORE, the applicant respectfully requests the honorable court, after conducting a hearing on the application, as follows:

- 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 21 May 2016.

Wells Law Office  
Attorney for Applicant

By:



\_\_\_\_\_  
Timothy J. Wells, Esq.

C. Bruce to JG Wentworth Originations LLC  
19 April 2016

INDEX TO ATTACHED EXHIBITS

<u>EXHIBIT</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
A.	Transfer Agreement	1-10
B.	Disclosure Statements	11-14
C.	Statement of Professional Representation	15
D.	List of Dependents and Their Ages	16
E.	Prior Transfers	17
F.	Notice to Annuity Issuer and Annuity Obligor	18

## PURCHASE CONTRACT

This is a Purchase Contract ("Contract") for the sale of structured settlement payments between

C [REDACTED] Bruce (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.

<b>Affiliate</b>	An entity controlled by, controlling, or under common control with, another entity.
<b>Annuity Policy</b>	The policy purchased by the Obligor to ensure that the Settlement Payments are made to You as required by the Settlement Agreement.
<b>Closing Documents</b>	Any documents necessary to carry out the purchase of the Purchased Payments, other than the "Contract or Contract Documents" as defined below.
<b>Contract or Contract Documents</b>	Collectively, only this Contract and the Disclosure Statement.
<b>Contract Date</b>	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.
<b>Court Order</b>	A legally binding ruling issued by a judge or properly empowered administrative officer, approving the sale of the Purchased Payments to Us ("Court Approval").
<b>Disclosure Statement</b>	The document which identifies for You, the Purchased Payments, expenses, Purchase Price and various other disclosures.
<b>Encumbrance</b>	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.).
<b>Funding Date</b>	The date We pay You the Net Purchase Price.
<b>Issuer</b>	The insurance company that issued the Annuity Policy.

A 1

<b>Obligor</b>	The Person who is obligated to make payments to You under the Settlement Agreement.
<b>Party</b>	One of You or Us. Parties means both You and Us.
<b>Person</b>	Any natural person or legal entity.
<b>Purchased Payments</b>	Only those certain payments that We are purchasing from You under this Contract.
<b>Purchase Price:</b>	
<b>Gross Purchase Price</b>	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.
<b>Net Purchase Price</b>	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.
<b>Settlement Agreement</b>	The agreement that You and the Obligor signed to resolve Your personal injury claim.
<b>Settlement Payments</b>	All of the payments that the Obligor has agreed to make to You in the Settlement Agreement.
<b>We, Our, or Us</b>	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.
<b>You or Your</b>	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.



- 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 June 02, 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 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.

The arbitration will be administered by the American Arbitration Association ("AAA"), 1633 Broadway, 10<sup>th</sup> Floor, New York, NY 10019, [www.adr.org](http://www.adr.org), 1-800-778-7879 or JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, [www.jamsadr.com](http://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.**

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**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.**

9

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:

 Bruce

1002326381/28484

 Bruce

4/18/2016

SIGN HERE

Date

**SELLER'S SPOUSE (if applicable)**

SPOUSE SIGN HERE

Spouse

Date

US: J.G. Wentworth Originations, LLC

**BY:**

Lori Borowski, Vice President

Account ID 1185378  
April 7, 2016

**VERMONT  
DISCLOSURE STATEMENT**

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

**A) 1 payment of \$23,700.00 on June 11, 2018**

**(The remainder of the page intentionally left blank)**

011



Account ID: 1185378

April 7, 2016

The aggregate amount of the Purchased Payments is \$23,700.00.

The discounted present value of the aggregate Purchased Payments at the federal interest rate of 1.80% is \$22,796.94. 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 \$14,581.00.

No other expenses are incurred by You.

The net amount payable to the seller (You) is \$14,581.00.

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 24.99% 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).

  
C. [REDACTED] BRUCE



12

Account ID: 1185378  
April 7, 2016

**CONNECTICUT  
DISCLOSURE STATEMENT**

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

**A) 1 payment of \$23,700.00 on June 11, 2018**

**(THE REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK)**

Account ID: 1185378

April 7, 2016

**The aggregate amount of the Purchased Payments is \$23,700.00.**

**The discounted present value of the aggregate Purchased Payments at the federal interest rate of 1.80% is \$22,796.94. 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 \$14,581.00.**

**No other expenses are incurred by you.**

**The net amount payable to the seller (You) is \$14,581.00.**

**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 24.99% 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).**

  
\_\_\_\_\_  
**BRUCE**



**VERMONT**  
**AMENDED DISCLOSURE STATEMENT**

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

**A) 1 payment of \$23,700.00 on June 11, 2018**

**(The remainder of the page intentionally left blank)**

May 20, 2016

The aggregate amount of the Purchased Payments is \$23,700.00.

The discounted present value of the aggregate Purchased Payments at the federal interest rate of 1.80% is \$22,844.71. 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 \$16,000.00.

No other expenses are incurred by You.

The net amount payable to the seller (You) is \$16,000.00.

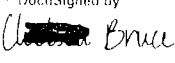
Based on the net amount that You will receive in payment from Us and the amounts and timing of the structured settlement payments that You are selling to Us, this is the equivalent of interest payments to Us at a rate of 21.01% per year. PLEASE NOTE THAT THIS IS NOT A LOAN, BUT A SALE OF PAYMENT RIGHTS 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  
  
106290E91F76484

←  
SIGN HERE

**CHLOE BRUCE**

**CONNECTICUT  
AMENDED DISCLOSURE STATEMENT**

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

**A) 1 payment of \$23,700.00 on June 11, 2018**

**(THE REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK)**

The aggregate amount of the Purchased Payments is \$23,700.00.

The discounted present value of the aggregate Purchased Payments at the federal interest rate of 1.80% is \$22,844.71. 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 \$16,000.00.

No other expenses are incurred by you.

The net amount payable to the seller (You) is \$16,000.00.

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 21.01% 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).

DocuSigned by:

 Bruce

1C679d1.91E2BAA4

~~CHARLES~~ BRUCE



*Please complete and sign.*

Account ID: 1185378

**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.

  
\_\_\_\_\_  
BRUCE

4/6/16  
\_\_\_\_\_  
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:

\_\_\_\_\_  
BRUCE

\_\_\_\_\_  
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: \_\_\_\_\_

EIN # \_\_\_\_\_

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.  Bruce 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

**If no dependent(s), please check this box ☒**

Ch [redacted] Green  
C [redacted] Bruce


Date 4/8/16

**PRIOR APPROVALS**

Purchase Date	Purchase Price	Court Order, Pre-Act or Wrap	Court Order or Purchase Agreement & Exhibit A Attached
Na			

**DENIALS**

Denial Date	Payments Purchased	
na		

  
J.G. WENTWORTH

April 18, 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 #: CCX0212374  
Payee: C [REDACTED] Bruce

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) 455-8667

F19

**BOSEN & ASSOCIATES, P.L.L.C.**  
**ATTORNEYS AT LAW**

**John K. Bosen**  
Admitted in NH & MA

**Christopher P. Mulligan**  
Admitted in NH & ME

**Albert Hansen**  
Admitted in NH, MA & ME

**David M. Howard**  
Admitted in NH

**Molly C. Ferrara**  
Admitted in NH

June 1, 2016

Therese Corsones, Clerk  
Rutland County Superior Court  
83 Center Street  
Rutland, VT 05701

Re: Greenwood Funding, LLC v. Bruno, 238-5-16 Rdcv

Dear Clerk Corsones:

Attached please find a Notice of Hearing in the above-captioned matter. As we are required to provide 20 days notice to all parties, I would appreciate your scheduling this matter 30 days ahead.

With regard to scheduling, please know that I am **not available June 17, 20, 23, 24(am), 29, July 1, 11-15, 18(am), 19, 21, 22.**

Sincerely,



Albert Hansen, Esq.

C: Greenwood Funding, LLC  
Christopher Bove, Esq.  
James & Kathleen Bruno  
Metropolitan Life Insurance Company  
MetLife Tower Resources Group, Inc.  
Vermont Office of Child Support  
Vermont Department of Taxes  
Vermont Attorney General's Office  
File

STATE OF VERMONT

SUPERIOR COURT  
Rutland Unit

CIVIL DIVISION  
Docket No. 238-5-16 Rdcv

In Re: Approval of Transfer of  
Structured Settlement Payment  
Rights By

James Bruno,  
Transferor

and

Greenwood Funding, LLC  
Transferee

To the Following:

James A. Bruno  
942 Staso Road  
Castleton, VT 05735

Metropolitan Life Insurance Company  
2025 Leestown Road, Suite J  
Lexington, KY 40511

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

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

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\*  
\*

**NOTICE OF HEARING**  
**DATE AND DEADLINE**  
9 V.S.A. § 2480aa et seq.

Kathleen Bruno  
942 Staso Road  
Castleton, VT 05735

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

Vermont Department of Taxes  
P.O. Box 429  
Montpelier, VT 05633-1401

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: \_\_\_\_\_

TIME: \_\_\_\_\_

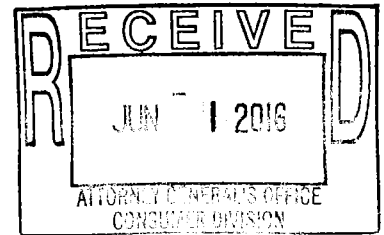
Any interested parties shall have the right to file a response to said application. Any interested party is further advised that it is entitled to support, oppose, or otherwise respond to the application, by attending the hearing either in person or by counsel, by submitting written comments to the Court 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 June, 2016.

\_\_\_\_\_  
Signature of Judge / Clerk

\_\_\_\_\_  
Printed Name of Judge / Clerk

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



27 May 2016

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

RE: Application for Approval of Transfer of Structured Settlement Payments by  
and between Peachtree Settlement Funding LLC and Sarah Carter  
Superior court of Vermont, Rutland Unit – Civil Division  
Docket Number: 256-5-16 Rdcv

Dear Gentlemen/Ladies:

I represent above named transferee. 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). 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, appearing to read "T. Wells".

Timothy J. Wells, Esq.

STATE OF VERMONT  
RUTLAND UNIT

SUPERIOR COURT  
CIVIL DIVISION

In re:  
Peachtree Settlement Funding, LLC  
Applicant - Transferee.

And

Sarah Carter  
Payee - Transferor

)  
)  
)  
) Docket # 256-5-16-Rdcv  
)  
)

NOTICE OF HEARING DATE AND DEADLINE

To the following:

Symetra Life Insurance Company  
777-108<sup>th</sup> Avenue NE, SC-4  
Bellevue, WA 98004-5135  
Attn: Legal Dept. / Structured Settlements

Symetra Assigned Benefits Service Company  
777-108<sup>th</sup> Avenue NE, SC-4  
Bellevue, WA 98004-5135  
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

**FILED**  
MAY 23 2016  
VERMONT SUPERIOR COURT,  
RUTLAND



Sarah Carter

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: 6/28/16

TIME: 11:00 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 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 23<sup>rd</sup> day of May 2016.

Klendon  
Superior Court Judge/Clerk

---

**STATE OF VERMONT  
RUTLAND UNIT**

**SUPERIOR COURT  
CIVIL DIVISION**

---

**In Re:**

**Peachtree Settlement Funding, LLC  
Applicant – Transferee**

**) DOCKET NUMBER: 256-5-16 Rdcv**

**And**

**Sarah Carter  
Payee - Transferor, -**

**AMENDED APPLICATION FOR APPROVAL OF THE TRANSFER OF STRUCTURED  
SETTLEMENT PAYMENT RIGHTS BY AND BETWEEN  
PAYEE AND APPLICANT TRANSFEEE 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 204, Las Vegas, NV 89169-6754.**

**3. The annuity issuer, Symetra Life Insurance Company, 777-108th Avenue NE, SC-4 Bellevue, WA 98004-5135, is a corporation, which is domiciled in Washington and the annuity obligor, Symetra Assigned Benefits**

Service Company, 777-108th Avenue NE, SC-4 Bellevue, WA 98004-5135 is a corporation, which is also domiciled in Washington.

4. As a result of the settlement of a personal injury 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, the Structured Settlement Obligor or its predecessor purchased a commercial annuity from Symetra Life Insurance Company or its predecessor (the "Annuity Issuer"), bearing contract Number AA0770190 (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 payee, desiring to receive an immediate net lump sum payment of \$51,000.00, agreed to transfer to the applicant transferee, or its assigns, the right to receive the following payments:

A) 36 monthly payments of \$1,900.00 each beginning July 8, 2016 and ending on June 8, 2019;

(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 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 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 Representation" attached hereto as Exhibit "C."

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 widowed and has two dependents;

- a. Jacob C. son age 19 years;
- b. Elizabeth daughter age 15 year

See List of dependents and ages attached hereto as Exhibit "D" 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 has been previous transfers e.g. the right to receive \$1,900.00 per month beginning February 8, 2012 and ending January 8, 2015 was transferred on or about December 26, 2011.

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

17. 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").

**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;**

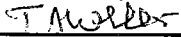
**B) To approve the transfer; and**

**C) For such other relief as seems just.**

**Dated this 20<sup>th</sup> day of May 2016**

**Wells Law Office  
Attorney for Applicant  
/s/ Timothy J. Wells**

**By:**

  
\_\_\_\_\_  
**Timothy J. Wells, Esq.  
PO Box 250  
Westminster, VT 05158  
WellslawVt@aol.com  
802-722-4000**

Sarah C. to Peachtree Settlement Funding LLC  
May 2016

INDEX TO ATTACHED EXHIBITS

<u>EXHIBIT</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
A.	Transfer Agreement	1-12
B.	Disclosure Statements	13-16
C.	Statement of Professional Representation	17
D.	List of Dependents and Their Ages	18
E.	Notice to Annuity Issuer and Annuity Obligor	19



## PURCHASE CONTRACT

This is a Purchase Contract ("Contract") for the sale of structured settlement payments between Sarah Carter (**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.

A I





- 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.

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- 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

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- 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:

- 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 June 13, 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 ANY TIME 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, 10<sup>th</sup> Floor, New York, NY 10019, [www.adr.org](http://www.adr.org), 1-800-778-7879 or JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, [www.jamsadr.com](http://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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**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.**

Sarah Carter

SIGN HERE

Date: May 11, 2016

Sarah Carter:

Date \_\_\_\_\_

**US: Peachtree Settlement Funding, LLC**

BY: Lori Y. Borowski  
Lori Borowski, Vice President

Account ID: 582365  
April 28, 2016

**VERMONT  
DISCLOSURE STATEMENT**

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

**A) 36 monthly payments of \$1,900.00 each, beginning on July 8, 2016 and ending on June 8, 2019**

**(The remainder of the page intentionally left blank)**

The aggregate amount of the Purchased Payments is \$68,400.00.

The discounted present value of the aggregate Purchased Payments at the federal interest rate of 1.80% is \$66,421.00. 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 \$51,000.00.

No other expenses are incurred by You.

The net amount payable to the seller (You) is \$51,000.00.

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 20.37% 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).

Sarah Carter  
SARAH CARTER



**WASHINGTON**  
**DISCLOSURE STATEMENT**

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

**A) 36 monthly payments of \$1,900.00 each, beginning on July 8, 2016 and ending on June 8, 2019**

**(The remainder of the page intentionally left blank)**

The aggregate amount of the Purchased Payments is \$68,400.00.

The discounted present value of the aggregate Purchased Payments at the federal interest rate of 1.80% is \$66,421.00. 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 \$51,000.00.

No other expenses are incurred by You.

The net amount payable to the seller (You) is \$51,000.00.

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 20.37% 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).

Sarah Carter  
SARAH CARTER



*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.**

Sarah Carter  
SARAH CARTER

4/29/16  
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:**

\_\_\_\_\_  
SARAH CARTER

\_\_\_\_\_  
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: \_\_\_\_\_

EIN # \_\_\_\_\_

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. Sarah Carter 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
Jacob B. Carter	SON	10/31/96	19
Elizabeth C. Carter	daughter	10/14/00	15

If no dependent(s), please check this box \_\_\_\_\_

Sarah Carter  
Sarah Carter

April 29, 2016  
Date

May 12, 2016

Symetra Life Insurance Company  
777-108th Avenue NE, SC-4  
Bellevue, WA 98004-5135  
Attn: Legal Department/Structured Settlements

Symetra Assigned Benefits Service Company  
777-108th Avenue NE, SC-4  
Bellevue, WA 98004-5135  
Attn: Legal Department/Structured Settlements

RE: Notice of Sale/Assignment of Payment Rights  
Your Contract #: AA0770190  
Payee: Sarah Carter

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

201 KING OF PRUSSIA ROAD, SUITE 200 • RADNOR, PA 19087  
PHONE: (800) 444-8641 • FAX: (866) 455-8067

E19

**BOSEN & ASSOCIATES, P.L.L.C.**  
**ATTORNEYS AT LAW**

**John K. Bosen**  
Admitted in NH & MA

**Christopher P. Mulligan**  
Admitted in NH & ME

**Albert Hansen**  
Admitted in NH, MA & ME

**David M. Howard**  
Admitted in NH

**Molly C. Ferrara**  
Admitted in NH

June 6, 2016

**Via Certified Mail Return Receipt**

James & Kathleen Bruno  
942 Staso Road  
Castleton, VT 05735  
(Seller)

MetLife Tower Resources Group, Inc.  
2025 Leestown Road, Suite J  
Lexington, KY 40511  
(Obligor)

Metropolitan Life Insurance Company  
2025 Leestown Road, Suite J  
Lexington, KY 40511  
(Annuity Issuer)

Re: Greenwood Funding, LLC v. James Bruno, et al.,

(Application Seeking Approval for the Transfer of Structured Settlement Payments)

Dear Sir/Madame:

Enclosed please find a Notice of Hearing relative to Greenwood Funding's application to transfer Mr. Bruno's structured settlement payment rights. Attached to the Notice is a copy of the Petition/Application. As you can see, the hearing is scheduled for **9:00 a.m. on June 29, 2016** at the Rutland Superior Court located at 83 Center Street, Rutland, VT 05701 (802) 775-4394. Please do not hesitate to contact me should you have any questions or concerns.

Sincerely,



Albert Hansen

C: Greenwood Funding, LLC (email)  
Vermont Office of Child Support (email)  
Vermont Department of Taxes (email)  
Vermont Attorney General's Office (email)  
Christopher Bove, Esq.  
File

**BOSEN & ASSOCIATES, P.L.L.C.**  
**ATTORNEYS AT LAW**

266 Middle Street | Portsmouth, NH 03801 | P: 603.427.5500 | F: 603.427.5510 | [www.bosenandassociates.com](http://www.bosenandassociates.com)

FILED

JUN 03 2016

VERMONT SUPERIOR COURT  
RUTLAND

STATE OF VERMONT

SUPERIOR COURT  
Rutland Unit

CIVIL DIVISION  
Docket No. 238-5-16 Rdev

In Re: Approval of Transfer of  
Structured Settlement Payment  
Rights By

James Bruno,  
Transferor

and

Greenwood Funding, LLC  
Transferee

To the Following:

James A. Bruno  
942 Staso Road  
Castleton, VT 05735

Metropolitan Life Insurance Company  
2025 Leestown Road, Suite J  
Lexington, KY 40511

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

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

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**NOTICE OF HEARING**  
**DATE AND DEADLINE**  
9 V.S.A. § 2480aa et seq.

Kathleen Bruno  
942 Staso Road  
Castleton, VT 05735

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

Vermont Department of Taxes  
P.O. Box 429  
Montpelier, VT 05633-1401

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: 6/29/16

TIME: 9:00 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 3<sup>rd</sup> day of June, 2016.

Klendon

Signature of ~~Judge~~ / Clerk

K. Landon

Printed Name of ~~Judge~~ / Clerk

STATE OF VERMONT  
RUTLAND, SS.

SUPERIOR COURT  
DOCKET #TBD

In Re: Approval of Transfer of  
Structured Settlement Payment  
Rights By

James Bruno,  
Transferor

and

Greenwood Funding, LLC,  
Transferee

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APPLICATION FOR COURT  
APPROVAL OF A TRANSFER  
OF STRUCTURED SETTLEMENT  
PAYMENT RIGHTS

9 V.S.A. § 2480aa et seq.

NOW COMES Greenwood Funding, LLC (Applicant), by and through counsel, Albert Hansen, Esq., and hereby petitions this Honorable Court pursuant to 9 V.S.A. §2480aa et seq. for approval of the transfer of structured settlement payment rights of James Bruno (a/k/a James A. Bruno) (hereafter "James Bruno") (Seller/Transferor) to the Applicant as is more particularly described in the Absolute Assignment and UCC Article 9 Security Agreement dated April 16, 2016, a copy of which is appended hereto as **Exhibit A** and incorporated herein.

In support of this application, Applicant/Purchaser states as follows:

1. The Applicant/Transferee, Greenwood Funding, LLC is a Delaware limited liability company.
2. The Seller/Transferor, James Bruno, is a resident of Castleton, County of Rutland. State of Vermont.
3. James Bruno is entitled to certain periodic payments he receives as a result of the settlement of a personal injury claim. The terms of the settlement are set forth in a settlement agreement. The periodic payments are due to Mr. Bruno from MetLife Tower Resources Group, Inc. ("Annuity Obligor"). Pursuant to the agreement, the periodic payments are to be paid through an annuity issued by Metropolitan Life Insurance Company ("Annuity Issuer"), bearing annuity contract number 8281.

4. The Applicant/Transferee and Seller/Transferor have entered into an Absolute Assignment and UCC Article 9 Security Agreement for the conveyance of:
  - One lump-sum payment of \$220,187.79 due on September 26, 2017 (the "Assigned Payment"). In exchange for the Assigned Payment, the Applicant/Transferee shall pay \$171,971.35 (the "Assigned Price") to the Seller/Transferor.

See Exhibit A attached hereto and incorporated herein.

5. Mr. Bruno is a competent adult. He is married and has two dependents, a grandson and granddaughter. Upon information and belief, Mr. Bruno wishes to use the funds received from this sale to buy an investment property, a reliable pickup truck, and make some home repairs. But for this transaction, Mr. Bruno lacks the financial resources to accomplish his goals and improve his overall standard of living. This transfer is in Mr. Bruno's best interest as he would otherwise not be able to take advantage of an investment, purchase reliable and safe transportation, or make home repairs. Furthermore, the transfer will not subject the payee to undue hardship in the future.
6. The proposed transfer/sale of the aforementioned structured settlement payment rights does not contravene any Federal or State law and complies with the requirements of 9 V.S.A. § 2480aa et seq., as is more particularly set forth in the following Exhibits:
  - A. Absolute Assignment and UCC Article 9 Security Agreement;
  - B. Disclosure Statements (VT, DE, NY);
  - C. Required Pre-Notice (VT);
  - D. List of Dependents;
  - E. Previous Transfer;
  - F. Settlement Agreement & Release;
  - G. Annuity Contract (Under Seal);
  - H. Qualified Assignment Agreement (Under Seal);

appended hereto and incorporated herein.

7. Upon information and belief, the Structured Settlement Owner/Obligor is MetLife Tower Resources Group, Inc., 2025 Leestown Road, Suite J, Lexington, KY 40511, and the Annuity Issuer is Metropolitan Life Insurance Company, 2025 Leestown Road, Suite J, Lexington, KY 40511.
8. Not less than ten (10) days prior to the date on which the payee signed the transfer agreement, the transferee provided to the payee a separate disclosure statement in bold type in a size no smaller than 14 points setting forth:
  - (a) The amount(s) and due date of the structured settlement payment(s) to be transferred;
  - (b) The aggregate amount of such payment(s);



- (c) The discounted present value of the payment(s) to be transferred, which shall be identified as the "calculation of current value of the transferred structured settlement payments under federal standards for valuing 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 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;
- (f) The net advance amount;
- (g) 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, 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.

See Exhibit B attached.

- 9. No federal hardship standard has been established.
- 10. The Seller has either received independent professional advice regarding the legal, tax and financial implications of the sale or fully intends to receive independent professional advice regarding this transaction.
- 11. The Applicant/Purchaser has given written notice of its name, address and taxpayer identification number to the Obligor and Annuity Issuer at the respective addresses referenced above. See Exhibit C attached.
- 12. Not less than twenty (20) days prior to the scheduled hearing on this Application for approval of a transfer of structured settlement payment rights under section 2480dd of this title, the transferee has filed with the court and served on all interested parties, James Bruno, Metlife Tower Resources Group, Inc. and Metropolitan Life Insurance Company, a notice of the proposed transfer and the application for its authorization, including with such:
  - A) A copy of any court order approving the settlement;

- B) A written description of the underlying basis for the settlement (see Exhibit F attached);
  - C) A copy of the transferee's application (see infra);
  - D) A copy of the transfer agreement (see Exhibit A);
  - E) A copy of the disclosure statement required under section 2480cc of this title (see Exhibit B);
  - F) A listing of each pf the payee's dependents, together with each dependent's age (see Exhibit D attached hereto and incorporated herein);
  - G) 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 settlement payment rights of the payee and giving details of all such transfers or applications for transfer (see Exhibit E attached hereto and incorporated herein);
  - H) 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 which shall be filed under seal:
    - i) A copy of the annuity contract (see Exhibit G);
    - ii) A copy of any qualified assignment agreement (see Exhibit H);
    - iii) A copy of the underlying structured settlement agreement;
  - I) Either a certification from an independent professional advisor establishing that the advisor has given advice to the payee on the financial advisability of the transfer and the other financial options available to the payee or a written request that the court determine that such advice is unnecessary pursuant to subdivision 2480dd(a)(2) of this title; and
  - J) Notification of the time and place of the hearing and notification of the manner in which and the time by which written responses to the application must be filed, which shall be not less than 15 days after service of the transferee's notice, in order to be considered by the court.
13. The transferee has filed a copy of the application with the Attorney General's Office and a copy of the application and the payee's Social Security Number with the Office of Child Support and the Department of Taxes. The Offices and Department receiving copies pursuant to this section shall permit the copies to be filed electronically.
14. The payee shall attend the hearing unless attendance is excused for good cause shown.


15. Background on Structured Settlements Generally: Contrary to popular misconception, structured settlements typically result from a voluntary settlement of an underlying tort claim. While many believe that structured settlements are typically court approved, court ordered or otherwise mandated by the court as a form of spendthrift trust, this is simply not true. Structured settlements are a convenient and cost effective way to settle personal injury claims, particularly where there is disagreement over the size of the settlement as the perceived value of future payments is generally higher than their true value. Simply put, structured settlements are a cost effective way for insurance carriers to settle personal injury claims on favorable terms and are often used for garden variety cases. In the vast majority of cases, they are simply the result of a negotiated settlement between plaintiff and defendant with no substantive court involvement.
16. Anti-assignment provisions are often included in structured settlement agreements under the mistaken belief that they are required to prevent the application of the "constructive receipt" tax doctrine. These anti-assignment provisions were not included as a form of spendthrift trust nor were they intended as a restriction on alienation of the right to receive structured settlement payments. Rather they are a result of an overly cautious reading of several private letter rulings from the early 1980s and a misunderstanding of the constructive receipt tax doctrine. Any lingering doubts as to whether an anti-assignment provision is required to prevent constructive receipt were dispelled in 2002 with the passage of 26 USC § 5891 et seq. which made it clear – by way of clarification of existing law – that a sale or transfer of structured payment rights would not alter the tax treatment applicable to the annuitant or annuity issuers. Notwithstanding this, anti-assignment clauses remain a vestige of common practice and are hence present in many settlement agreements.
17. The one common failing of structured settlements is that they are relatively inflexible. Once established, they cannot be altered. As a consequence, a secondary market for structured settlements evolved in the 1990s. Because of the significant demand from structured settlement recipients to restructure/refinance how and when they received these payments, a secondary market flourished. In 2002, the United States Congress, after hearings before the Ways and Means Committee, passed 26 USC § 5891 et seq. making it clear that structured settlements could be transferred and that no adverse tax consequence would attach. As part of providing this clarification, Congress required that a transfer of structured settlement payment rights be pursuant to a state transfer statute finding that the transfer was in the best interest of the selling annuitant. Many individuals appeared at the Congressional hearings referenced above and worked tirelessly in the late 1990s and early 2000s to obtain the passage of 26 USC § 5891 and to pass state transfer laws around the country.
18. Almost every state now has a structured settlement statute which provides for unprecedented levels of consumer safeguards prior to an individual being permitted to sell a structured settlement. This is so notwithstanding the fact that the decision to accept the structured settlement, as outlined above, is typically the result of a simple negotiation between applicant and payee and not as a consequence of the independent judgment that the recipient is unable to manage their financial affairs. The structured settlement transfer

statutes and the provisions of 26 USC § 5891 et seq. make it clear that both federal and state legislators recognized the need for liquidity in the secondary market for structured settlement payments. Provided that the transfer statute is adhered to, the court should permit the transfer of the structured settlement payments provided that such transfer is in the best interest of the payee.

WHEREFORE, the Applicant/Transferee respectfully requests that this Honorable Court approve the sale of James Bruno's right to receive payment of the Settlement Payments to Greenwood Funding, LLC its successors and/or assigns, and for such other and further relief as this Court deems appropriate.

Respectfully submitted,  
GREENWOOD FUNDING, LLC  
By and through counsel,

Date: May 10, 2016

  
\_\_\_\_\_  
Albert Hansen, Esq.  
Vermont Pro Hac Vice No. 9001029  
Bosen & Associates, PLLC  
266 Middle Street  
Portsmouth, NH 03801  
[ahansen@bosenandassociates.com](mailto:ahansen@bosenandassociates.com)  
[www.bosenandassociates.com](http://www.bosenandassociates.com)  
(603) 427-5500 telephone  
(603) 427-5510 fax

**ABSOLUTE ASSIGNMENT AND UCC ARTICLE 9 SECURITY AGREEMENT  
(THE "AGREEMENT")  
APRIL 16, 2016**

I, James A. Bruno ("I", "Me" or "Assignor") residing at 942 Staso Road, Castleton, VT 05735 am entitled to certain periodic payments (the "Periodic Payments") on account of the settlement of a certain personal injury claim, the settlement of which is memorialized in a settlement agreement (the "Settlement Agreement"). The Periodic Payments are due to me from MetLife Tower Resources Group, Inc. (the "Settlement Obligor") under the terms of the Settlement Agreement and are being funded by an annuity issued by Metropolitan Life Insurance Company (the "Annuity Issuer") bearing annuity contract number Unknown/TBD.

A. I hereby sell, assign and convey to GREENWOOD FUNDING, LLC (the "Assignee") and its assigns all of my rights and interest in and to the following payments due or about to become due under the Settlement Agreement:

**lump sum payment in the amount of \$220,187.79 due on September 26, 2017 (the "Assigned Payments")**

In consideration for this assignment, Assignee shall pay to me the sum of: **\$171,971.35** (the "Assignment Price").

B. I hereby make the following unconditional representations, warranties and promises:

1. No one other than me has any interest or claim of any kind or nature in or to the Assigned Payments which I am assigning by this Agreement.
2. I am not indebted to anyone that would affect in any way either the assignment of the Assigned Payments or Assignee's absolute rights to receive same.
3. I agree to conduct my affairs so as to ensure that Assignee obtains all of the benefits of the assignment contemplated by this Agreement, including signing any additional documents as may be necessary or required to effect the intent of this Agreement.

C. I agree that the following shall be considered an event of default by me under this Agreement:

1. The representations set forth in paragraphs B 1 and B 2 above are at any time not true.
2. Failure by me to perform the promise set forth in paragraph B 3 above.
3. Failure by the Settlement Obligor or Annuity Issuer to make any one or more of the Assigned Payments as a result of any act by me, my estate or any of my heirs or beneficiaries.
4. Failure by Settlement Obligor or Annuity Issuer to forward one or more of the Assigned Payments to Assignee as a result of any act by me, my estate or any of my heirs or beneficiaries.
5. Failure by me to forward promptly to Assignee any Assigned Payments received by me from the Settlement Obligor or the Annuity Issuer.
6. Failure by me to fulfill any other obligation of mine under this Agreement.

D. The following are conditions precedent to Assignee's obligation to pay me the Assignment Price:

1. Assignee shall be satisfied, in its sole discretion, that there are not claims or interests of any kind or nature whatsoever that do or may affect Assignee's rights to or interest in the Assigned payments and Assignee's ability to receive same on the dates and in the amounts set forth herein.
2. Assignee shall have received (a) a final non-appealable court order in compliance with the applicable structured settlement transfer act(s) and 26 USC § 5891 approving the transfer by assignment of the Assigned Payments to Assignee (the "Court Order") and (b) an acknowledgement or stipulation signed by both the Settlement Obligor and Annuity Issuer satisfactory to Assignee in its sole discretion which acknowledges that the Assigned Payments shall be forwarded directly to Assignee pursuant to the Court Order (the "Acknowledgement").

E. Under this Agreement and only to the extent permitted by law, Assignee and I intend to create a security interest under Article 9 of the Uniform Commercial Code ("UCC") of the state designated in paragraph F below (the "State"), in my rights to and interest in the Assigned Payments, which rights have been assigned to Assignee as General Intangibles under article 9 of the UCC and the law of the State. This Agreement shall also function as a

Security Agreement which creates a security interest securing the rights assigned and the performance of my obligations under paragraph B above. Assignee may direct any account debtor or obligor on an instrument, including, without limitation, the Settlement Obligor or Annuity Issuer, to make Periodic Payments directly to Assignee as contemplated by the UCC. Assignee may file a UCC-1 financing statement to perfect its rights hereunder.

F. Except as otherwise required by applicable law, this Agreement shall be governed by and interpreted in accordance with the law of the state of domicile of the Assignor on the date of this Agreement.

#### **ARBITRATION**

Any and all controversies, claims, disputes, rights, interests, suits, or causes of action arising out of the or relating to this Agreement and the negotiations related thereto, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association ("AAA"). The demand for arbitration shall be filed in writing with the other party to this Agreement and with the AAA offices in your state of residence. The arbitration shall be held in the largest city in your state of residence. The arbitration shall be held before a single arbitrator selected in accordance with the Commercial Arbitration rules of the AAA in effect when the demand for arbitration is filed. Discovery shall be at the discretion of the arbitrator and to the extent permitted shall be conducted in accordance with, and governed by the Federal Rules of Civil Procedure.

A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event, shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in question, would be barred by the applicable statute of limitations.

No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent of the parties hereto, containing a specific reference to this Agreement and signed by the entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate or other agreements to arbitrate with any additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Such arbitrator shall identify the substantially prevailing party and shall include legal fees and expenses for the substantially prevailing party.

This provision does not apply to the extent inconsistent with applicable state law regarding the transfer of structured settlement payments. In such case, any disputes between the parties will be governed in accordance with the law of the state of domicile of the Assignor and such state is the proper venue to bring any cause of action arising out of a breach of this Agreement.

G. I hereby grant to Assignee an Irrevocable Power of Attorney with full powers of substitution to do all acts and things that I might do regarding the Assigned Payments and any and all rights I have under the Settlement Agreement and resulting annuity contract, including, without limitation, the power to endorse checks, drafts or other instruments, the power to alter, edit and change payment instructions and/or beneficiary designations and any other act which, in the sole discretion of Assignee as my attorney-in-fact is necessary or expedient for it to obtain all the benefits of the bargain contemplated by this transaction. This power of attorney is coupled with an interest and shall survive my death or disability.

H. In the event that prior to the consummation of the transaction contemplated hereby I receive any of the Assigned Payments for any reason whatsoever, or any portion thereof, the Assignment Price shall be reduced in an equal amount and the terms of this Agreement regarding the Assigned Payments shall be deemed to be adjusted accordingly. In the event that Assignee receives or otherwise comes into possession of any of the Periodic

Payments or portions thereof which are not in the Assigned Payments hereunder, Assignee shall forward such amounts to Assignor at the address set forth above within a reasonable time.

I. Assignee shall be entitled to discharge any actual or potential adverse claims, judgments, liens and encumbrances (collectively, "Claims") against Assignor or any of the Assigned Payments whether or not such Claims are disclosed by Assignor. Assignee may pay any and all amounts necessary to discharge or extinguish such Claims and reduce the Assignment Price by an equal amount, or, in the event that the Assignment Price has been deposited into an escrow account, the Assignee may direct the escrow agent to do so.

J. In order that I may receive funds as soon as possible after the appropriate Court Order is granted, Assignee may, upon receipt of the Court Order but prior to the receipt of the Acknowledgement, pay the Assignment Price or a portion thereof to me (the "Advanced Funds"). Such payment of Advanced Funds shall be at the sole discretion of Assignee and shall be considered an advance of the Assignment Price. In the event that the required Acknowledgement is not received by Assignee within a reasonable period of time and after reasonable efforts to obtain same, upon receipt of a written demand from Assignee, Assignor shall return the Advanced Funds to Assignee within ten (10) business days.

K. Notwithstanding the date first written above or the date on which this Agreement is signed by me, this Agreement shall take effect on the later of the following dates:

- (a) 10 days after my receipt of the VT disclosure statement (the "Applicable Disclosure Period"), or
- (b) the date on which this Agreement is signed by me.

I will have no obligation under this Agreement until the expiration of the Applicable Disclosure Period referenced in subparagraph (a) above.

L. All disclosure statements are a material part of this Agreement and shall be read in pari materia herewith.

In witness hereof, I hereunto set my hand.

James A. Bruno  
James A. Bruno

STATE OF VERMONT  
COUNTY OR CITY OF ROSLAND

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of APRIL, 2016, by JAMES A. BRUNO who is (choose one) [ ] personally known or [ ☒ ] produced identification. Type of identification produced: VERMONT COMMERCIAL DRIVER'S LICENSE

(Notary Stamp here)

Accepted:

**GREENWOOD FUNDING, LLC**

[Signature]  
Title: Authorized Representative

Date: 04/19/2016

[Signature]  
NOTARY  
My commission exp: 02/10/2019

**VERMONT DISCLOSURE STATEMENT**

**Customer/Payee: James A. Bruno**

**Disclosure Date: April 5, 2016**

**A. The amounts and due dates of the structured settlement payments to be transferred:**

**lump sum payment in the amount of \$220,187.79 due on September 26, 2017**

**B. The aggregate amount of such payments: \$220,187.79**

**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: \$214,472.37. The Applicable Federal Rate (IRC § 7520) used in calculating such discounted present value: 1.8%**

**D. The gross advance amount: \$171,971.35. The annual discount rate, compounded monthly, used to determine such figure: 18.25%**

**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: \$0.00**

**F. The net advance amount: \$171,971.35**

**G. 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, as well as a description of any other financial penalties the payee might incur with the transferee as a result of such a breach: \$0.00**

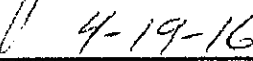
**H. The payee has the right to cancel the transfer agreement, without penalty or further obligation, at any time before the date on which a court enters a final order approving the transfer agreement.**



I. You are advised to obtain independent professional advice regarding the financial advisability of the transfer and the other financial options available to the payee.

By signing below, you acknowledge receipt of a copy of this disclosure statement not less than ten (10) days prior to the date on which you signed the transfer agreement.

  
\_\_\_\_\_  
James A. Bruno

  
\_\_\_\_\_  
Date

**DELAWARE DISCLOSURE STATEMENT**

**Customer/Payee: James A. Bruno**

**Disclosure Date: April 5, 2016**

**A. The amounts and due dates of the structured settlement payments to be transferred:**

**lump sum payment in the amount of \$220,187.79 due on September 26, 2017**

**B. The aggregate amount of such payments: \$220,187.79**

**C. The discounted present value of the payments to be transferred: \$214,472.37. The discount rate (IRC § 7520) used in calculating such discounted present value: 1.8%**

**D. The gross amount payable to the payee in exchange for such payments: \$171,971.35**

**E. An itemized listing of all brokers' commissions, service charges, application fees, processing fees, closing costs, filing fees, administrative fees, legal fees, 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. The net amount payable to the payee after deduction of all commissions, fees, costs, expenses and charges described in paragraph E above: \$171,971.35**

**G. The quotient (expressed as a percentage) obtained by dividing the net payment amount by the discounted present value of the payments: 80.18%**

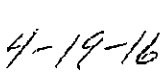
**H. The amount of any penalty and the aggregate amount of any liquidated damages (inclusive of penalties) payable by the payee in the event of any breach of the transfer agreement by the payee: \$0.00**

I. You are advised to obtain independent professional advice regarding the transfer.

By signing below, you acknowledge receipt of a copy of this disclosure statement not less than ten (10) days prior to the date on which you incurred any obligation with respect to the transfer.

  
\_\_\_\_\_

James A. Bruno

  
\_\_\_\_\_

Date

**NEW YORK DISCLOSURE STATEMENT**

**Customer/Payee: James A. Bruno**

**Disclosure Date: April 5, 2016**

**A. The amounts and due dates of the structured settlement payments to be transferred:**

**lump sum payment in the amount of \$220,187.79 due on September 26, 2017.**

**B. The aggregate amount of such payments: \$220,187.79**

**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: \$214,472.37. The applicable federal rate (IRC § 7520) used in calculating such discounted present value: 1.8%**

**D. Price quotes from two annuity issuers that reflect the current cost of purchasing a comparable annuity for the aggregate amount of payments to be transferred: Kansas City Life Insurance Company \$232,617.00 and Lincoln Benefit Life \$214,828.74**

**E. The gross advance amount: \$171,971.35. The annual discount rate, compounded monthly, used to determine such figure: 18.25%**

**F. An itemized listing of all commissions, fees, costs, expenses and charges payable by you or deductible from the gross amount otherwise payable to you and the total amount of such fees: \$0.00**

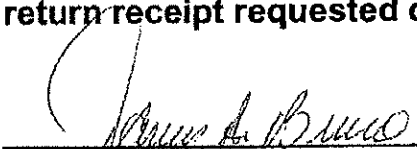
**G. The net advance amount: \$171,971.35. The net cash payment you receive in this transaction from the buyer was determined by applying the specified discount rate to the amount of future payments received by the buyer, less the total amount of commissions, fees, costs, expenses and charges payable by you.**

**H. The amount of any penalties or liquidated damages payable by you in the event of any breach of the transfer agreement by you: \$0.00.**

**I. You have the right to cancel the transfer agreement, without penalty or further obligation, not later than the third business day after the date the agreement is signed by you.**

**J. You are advised to obtain independent professional advice regarding the transfer.**

**By signing below, you acknowledge receipt of a copy of this disclosure statement not less than ten (10) days prior to the date on which you signed the transfer agreement by first class mail and certified mail, return receipt requested or United States postal service priority mail.**

  
\_\_\_\_\_  
**James A. Bruno**

  
\_\_\_\_\_  
**Date**

**Notice to Structured Settlement Obligor and Annuity Issuer**

MetLife Tower Resources Group, Inc.  
2025 Leestown Road, Suite J  
Lexington, KY 40511  
(Obligor)

Metropolitan Life Insurance Company  
2025 Leestown Road, Suite J  
Lexington, KY 40511  
(Annuity Issuer)

Re: Transfer of Structured Settlement Rights By James Bruno  
Annuity Contract #8281  
DOB: April 7, 1952

Payments To Be Transferred:

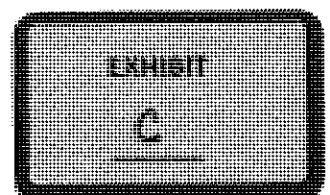
One lump-sum payment in the amount of \$220,187.79 due on September 26, 2017 (the "Assigned Payment").

This letter shall serve as formal notice to you, as required by applicable statute, of James Bruno's pending transfer of certain structured settlement payment rights.

Pursuant to applicable statute, the Transferee's name and address is:

Name: Greenwood Funding, LLC  
Address: 102 NE 2<sup>nd</sup> St., PMB #177  
Boca Raton, FL 33432  
Tax ID: 47-3683221

Any other statutory requirements that may apply to this transaction will also be complied with.



## STATEMENT OF DEPENDENTS

### Instructions:

If you have dependents, fill out and sign in Section A.

**OR**

If you have no dependents, fill out and sign Section B.

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

### SECTION A

I have dependents as listed below:

Dependent's Name	Relationship (spouse, son, daughter)	Age
James T. Bruno	Grandson	13
Destiny M. Bruno	Granddaughter	8

James A. Bruno  
James A. Bruno

4-19-16  
Date

### SECTION B

I am not married and I have no dependents.

James A. Bruno

                      
Date

EXHIBIT

D

STATE OF VERMONT

SUPERIOR COURT  
Rutland Unit

CIVIL DIVISION  
Docket No. 440-8-15 Rdcv

FILED  
DEC 1 3 17  
VERMONT SUPERIOR COURT  
RUTLAND

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

**ORDER APPROVING TRANSFER OF  
STRUCTURED SETTLEMENT PAYMENT RIGHTS**

THIS CAUSE came before the Court on Petitioner Settlement Capital Corporation's ("Settlement Capital" or "Transferee") Petition for Approval of the Transfer of Structured Settlement Payment Rights ("Petition") from James Bruno ("Payee"), to Transferee, and having considered any documents and written submissions filed in support of, in opposition to, or in response to the Petition by all interested parties, the Court hereby makes the following findings:

1. This Court has jurisdiction over this matter, and the laws of the State of Vermont apply to and govern this matter pursuant to the requirements of The Vermont Transfers of Structured Settlements Act (the "Act").

2. The transfer between Settlement Capital and Payee (i) does not contravene any applicable federal or state statute or the order of any court or responsible governmental or administrative authority, and (ii) is in the best interest of Payee, taking into account the welfare and support of Payee's dependents.

3. This transfer complies with the requirements of the Act and does not contravene any applicable Federal or State statute, order of any court or responsible governmental or administrative authority.

EXHIBIT

E



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 9<sup>th</sup> day of December, 2015.

Hon. Mary Miles Leach  
Presiding Superior Court Judge

120920000096 0042

### Settlement Agreement and Release

This Settlement Agreement and Release (the "Settlement Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between:

"Plaintiffs" James A. Bruno and Kathleen M. Bruno

"Third-Party Defendants" Michels Power, a Division of Michels Corporation and Michels Corporation

"Insurers" Arch Insurance Company and National Union Fire Insurance Company of Pittsburgh, PA

### RECITALS

A. Plaintiffs filed a Complaint against the Defendants, NIAGARA MOHAWK POWER CORPORATION, LG CONSTRUCTORS, INC., and T D T REALTY CORP., in the United States District Court, Northern District Court of New York, Docket No. 5:09 CV 1308 (the "Complaint"), which Complaint arose out of certain alleged negligent acts or omissions by the Defendants. In the Complaint, Plaintiffs sought to recover monetary damages as a result of that certain occurrence on or about June 26, 2009, which resulted in physical and personal injuries to James A. Bruno. Defendant, LG CONSTRUCTORS, INC., subsequently filed a Third-Party Complaint against Third-Party Defendants

B. Insurers are the liability insurers of the Third-Party Defendants, and as such, would be obligated to pay any claims made or judgments obtained against the Third-Party Defendants that are covered by their policies with the Third-Party Defendants.

C. The parties desire to enter into this Settlement Agreement in order to provide for certain payments in full settlement and discharge of all claims which are, or might have been, the subject matter of the Third-Party Complaint, upon the terms and conditions set forth below.

### AGREEMENT

The parties agree as follows:

#### 1.0 Release and Discharge

1.1 In consideration of the payments set forth in Section 2, Plaintiffs hereby completely release and forever discharge the Third-Party Defendants and Insurers from any and all past, present or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, losses of services, expenses and compensation of any nature

EXHIBIT

F

whatsoever, whether based on a tort, contract or other theory of recovery, which the Plaintiffs now have, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out of, or which are the subject of the Third-Party Complaint (and all related pleadings) including, without limitation, any and all known or unknown claims for bodily and personal injuries to Plaintiffs, or any future wrongful death claim of Plaintiffs' representatives or heirs, which have resulted or may result from the alleged acts or omissions of the Third-Party Defendants.

1.2 This release and discharge shall also apply to Third-Party Defendants' and Insurers' past, present and future officers, directors, stockholders, attorney's, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated.

1.3 This release, on the part of the Plaintiffs, shall be a fully binding and complete settlement among the Plaintiffs, the Third-Party Defendants, and the Insurers, and their heirs, assigns and successors.

1.4 The Plaintiffs acknowledge and agree that the release and discharge set forth above is a general release. Plaintiffs expressly waive and assume the risk of any and all claims for damages which exist as of this date, but of which the Plaintiffs do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect Plaintiffs' decision to enter into this Settlement Agreement. The Plaintiffs further agree that Plaintiffs have accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact. Plaintiffs assume the risk that the facts or law may be other than Plaintiffs believe. It is understood and agreed to by the parties that this settlement is a compromise of a doubtful and disputed claim, and the payments are not to be construed as an admission of liability on the part of the Third-Party Defendants, by whom liability is expressly denied.

## 2.0 Payments

In consideration of the release set forth above, the Insurers on behalf of the Third-Party Defendants, agree to make the following payments:

### 2.1 Payments due at the time of settlement as follows:

Arch Insurance Company shall pay One Million and 00/100 Dollars (\$1,000,000.00) to James A. Bruno, Kathleen M. Bruno, and their attorneys within the time frame set forth in New York CPLR 5003-a.

National Union Fire Insurance Company of Pittsburgh, PA shall pay Six Hundred Fifty Thousand and 00/100 Dollars (\$650,000.00) to James A. Bruno, Kathleen M. Bruno, and their attorneys on or before September 26, 2012.

**2.2 National Union Fire Insurance Company of Pittsburgh, PA (hereinafter "National Union") shall make periodic payments according to the following schedule (the "Periodic Payments"):**

**Payee: James A. Bruno**

**\$265,187.79 paid as a guaranteed lump sum on September 26, 2017.**

All sums set forth herein constitute damages on account of personal physical injuries or physical sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

**3.0 Payee's Rights to Payments**

Plaintiffs acknowledge that the Periodic Payments cannot be accelerated, deferred, increased or decreased by the Plaintiffs or any Payee; nor shall the Plaintiffs or any Payee have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.

**4.0 Payee's Beneficiary**

Any payments to be made after the death of the Payee pursuant to the terms of this Settlement Agreement shall be made to such person or entity as shall be designated in writing by the Payee to the Assignee defined below. If no person or entity is so designated, or if the person designated is not living at the time of the Payee's death, such payments shall be made to the estate of the Payee. No such designation, nor any revocation thereof, shall be effective unless it is in writing and delivered to the Assignee. The designation must be in a form acceptable to the Assignee before such payments are made, but in no event shall the request of the payee be unreasonably withheld or denied.

**5.0 Consent to Qualified Assignment**

**5.1** Plaintiffs acknowledge and agree that National Union will make a "qualified assignment," within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of National Union's liability to make the Periodic Payments set forth in Section 2.2 to MetLife Tower Resources Group, Inc. (the "Assignee"). The Assignee's obligation for payment of the Periodic Payments shall be no greater than that of National Union (whether by judgment or agreement) immediately preceding the assignment of the Periodic Payments obligation.

**5.2** Such assignment shall be accepted by the Plaintiffs without right of rejection and shall completely release and discharge National Union from the Periodic Payments obligation assigned to the Assignee. The Plaintiffs recognize that the Assignee shall be the sole obligor

with respect to the Periodic Payments obligation, and that all other releases with respect to thereupon become final, irrevocable and absolute.

#### 6.0 Right to Purchase an Annuity

National Union, through the Assignee, reserves the right to fund the liability to make the Periodic Payments in Section 2.2 through the purchase of an annuity policy from Metropolitan Life Insurance Company. The Assignee shall be the sole owner of the annuity policy and shall have all rights of ownership. The Assignee may have Metropolitan Life Insurance Company mail payments directly to the Payee. The Payee shall be responsible for maintaining a current mailing address with MetLife Tower Resources Group, Inc.

#### 7.0 Discharge of Obligation

The obligation of the Assignee to make each Periodic Payment shall be discharged upon the mailing of a valid check in the amount of such payments to the designated address of the Payee named in Section 2.2 of this Settlement Agreement.

#### 8.0 Delivery of Dismissal with Prejudice

Concurrently with the execution of this Settlement Agreement, counsel for the Plaintiffs shall deliver to counsel for the Third-Party Defendants or counsel for the Insurers an executed Dismissal with Prejudice of the Complaint and of the Third-Party Action. Plaintiffs hereby authorize counsel for the Third-Party Defendants and/or counsel for the Insurers to file said Dismissal with the Court and enter it as a matter of record.

#### 9.0 Representation of Comprehension of Document

In entering into this Settlement Agreement, the Plaintiffs represent that Plaintiffs have relied upon the advice of their attorneys, who are the attorneys of their own choice, concerning the legal and income tax consequences of this Settlement Agreement; that the terms of this Settlement Agreement have been completely read and explained to Plaintiffs by their attorneys; and that the terms of this Settlement Agreement are fully understood and voluntarily accepted by Plaintiffs.

#### 10.0 Warranty of Capacity to Execute Agreement

Plaintiffs represent and warrant that no other person or entity has, or has had, any interest in the claims, demands, obligations, or causes of action referred to in this Settlement Agreement, except as otherwise set forth herein; that Plaintiffs have the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified in it; and that Plaintiffs have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this Settlement Agreement.



#### 11.0 Confidentiality

It is further stipulated and agreed that none of the parties have requested, nor have they agreed to, confidentiality as part of the consideration for the settlement of this matter. The parties and their attorneys do voluntarily represent to each other and to the Court that:

a. They will not affirmatively seek to disseminate information regarding this settlement or its terms to the news media;

b. If they are contacted by the news media regarding the settlement of this matter, they will respond to questions regarding this settlement in a manner that will not disclose the amount of money that is being paid as consideration for this settlement;

c. For purposes of this representation, the term "news media" is used to describe print media (newspapers, magazines); broadcast media (radio stations, television stations, television networks), but shall not refer to any "news media" whose primary audience is members of the legal profession or the insurance industry;

d. It is expressly understood and agreed that this voluntary representation is not a condition of, and does not form any part of the consideration for, the settlement of this matter;

e. It is also expressly agreed and understood that this voluntary representation shall not be enforceable by action or proceeding, whether in law or in equity, in any state or federal court; and

f. This voluntary representation constitutes the complete agreement and understanding between the parties regarding the confidentiality of this settlement and the parties have not entered into any other agreements, understandings or representations regarding confidentiality.

#### 12.0 Governing Law

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

#### 13.0 Additional Documents

All parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

#### 14.0 Entire Agreement and Successors in Interest

This Settlement Agreement contains the entire agreement between the Plaintiffs, the Third-Party Defendants, and the Insurers with regard to the matters set forth in it and shall be binding upon and enure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

#### 15.0 Effectiveness

This Settlement Agreement shall become effective immediately following execution by each of the parties.

Plaintiff: James A. Bruno

By: James A. Bruno

Date: 7-31-12

Plaintiff: Kathleen M. Bruno

By: Kathleen M. Bruno

Date: 7/31/12

1209200000696 0047

1209200000036 0043

Plaintiff Attorney: Daniel R. Santola

By: 

Date: 8/1/12

Insurer: National Union Fire Insurance Company of  
Pittsburgh, PA

By: 

Authorized Representative

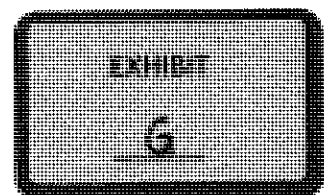
Date: 8/19/12

Insurer: Arch Insurance Company

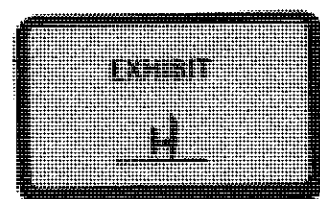
By: 

Date: 8/23/12

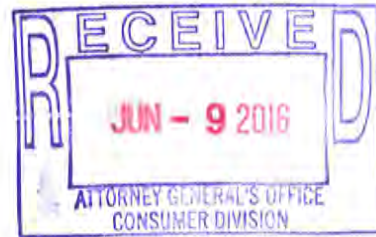
\* \* \* UNDER SEAL \* \*



✶ ✶ UNDER SEAL ✶ ✶



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



6 June 2016

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

State of Vermont  
Department of Taxes  
Attn: Will S. Baker, Esq.  
PO Box 429  
133 State Street,  
Montpelier, VT 05620 – 1401

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

Re: Application for Approval of Transfer of Structured Settlement Payments by and  
between JG Wentworth Originations LLC and Chelsea Bruce Payee

Superior court of Vermont Rutland Unit – Civil Division  
Docket Number: 203-4-16 Rdcv

Dear Gentlemen/Ladies:

Please find enclosed a copy the Amended Application with  
unredacted exhibits

If you have any questions, please feel free to contact my office at the above number.  
I appreciate your time and consideration.

Sincerely,

*Twells*  
Timothy J. Wells, Esq.

**SUPERIOR COURT  
CIVIL DIVISION**

DOCKET NUMBER: 203-4-16 Rdcv

**Chelsea Bruce**  
**Payee - Transferor, -**

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. Hartford Life Insurance Company, One Griffin Road North, Windsor, CT 06095-1512 Attn: Legal Dept. /Structured Settlements, the annuity issuer and Hartford-Comprehensive Employee Benefit Service Company "Hartford CEBSCO" One Griffin Road North, Windsor, CT 06095-1512 Attn: Legal Dept. /Structured Settlements, the annuity obligor, are corporations, which are domiciled in Connecticut.

4. As a result of the settlement of a wrongful death claim the Payee is entitled to receive certain structured settlement payment of \$23,700.00 on 06/11/2018. (The "Periodic Payment").

5. In order to fund the obligation to make the settlement payment to the transferor, the Structured Settlement Obligor, or its predecessor in interest, obtained a commercial 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 \$16,000.00, agreed to transfer to the applicant transferee, or its assigns, the right to receive the following payment:

A) 1 payment of \$23,700.00 on June 11, 2018;  
(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 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 Representation" attached hereto as Exhibit "C."

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 and ages attached hereto as Exhibit "D" 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 been no previous transfers.  
See Exhibit "E."

16. 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 F").

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 21 May 2016.

Wells Law Office  
Attorney for Applicant

By: /s/ Timothy J. Wells  
Timothy J. Wells, Esq.

C. Bruce to JG Wentworth Originations LLC  
19 April 2016 .

INDEX TO ATTACHED EXHIBITS

<u>EXHIBIT</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
A.	Transfer Agreement	1-10
B.	Disclosure Statements	11-14
C.	Statement of Professional Representation	15
D.	List of Dependents and Their Ages	16
E.	Prior Transfers	17
F.	Notice to Annuity Issuer and Annuity Obligor	26

**PURCHASE CONTRACT**

This is a Purchase Contract ("Contract") for the sale of structured settlement payments between Chelsea Bruce (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.

<b>Affiliate</b>	An entity controlled by, controlling, or under common control with, another entity.
<b>Annuity Policy</b>	The policy purchased by the Obligor to ensure that the Settlement Payments are made to You as required by the Settlement Agreement.
<b>Closing Documents</b>	Any documents necessary to carry out the purchase of the Purchased Payments, other than the "Contract or Contract Documents" as defined below.
<b>Contract or Contract Documents</b>	Collectively, only this Contract and the Disclosure Statement.
<b>Contract Date</b>	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.
<b>Court Order</b>	A legally binding ruling issued by a judge or properly empowered administrative officer, approving the sale of the Purchased Payments to Us ("Court Approval").
<b>Disclosure Statement</b>	The document which identifies for You, the Purchased Payments, expenses, Purchase Price and various other disclosures.
<b>Encumbrance</b>	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.).
<b>Funding Date</b>	The date We pay You the Net Purchase Price.
<b>Issuer</b>	The insurance company that issued the Annuity Policy.

07/12/12

Page 1

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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 June 02, 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 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.

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The arbitration will be administered by the American Arbitration Association ("AAA"), 1633 Broadway, 10<sup>th</sup> 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.

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.

**SELLER:**

DocuSigned by:

*Chelsea Bruce*

106290E9B2F2M84

Chelsea Bruce

4/18/2016

Date

**SELLER'S SPOUSE (if applicable)**

Spouse

Date

**US:** J.G. Wentworth Originations, LLC

**BY:**

*Lori Borowski*  
Lori Borowski, Vice President

SIGN HERE

Account ID: 1185373  
April 7, 2016

**VERMONT  
DISCLOSURE STATEMENT**

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

A) 1 payment of \$23,700.00 on June 11, 2018

(The remainder of the page intentionally left blank)

Account ID: 1185378  
April 7, 2016

The aggregate amount of the Purchased Payments is \$23,700.00.

The discounted present value of the aggregate Purchased Payments at the federal interest rate of 1.80% is \$22,796.94. 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 \$14,581.00.

No other expenses are incurred by You.

The net amount payable to the seller (You) is \$14,581.00.

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 24.99% 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.

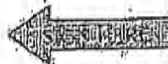
**Notice of Cancellation Rights:**

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).

Chelsea Bruce  
CHELSEA BRUCE





Account ID: 1185378  
April 7, 2016

**CONNECTICUT  
DISCLOSURE STATEMENT**

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

A) 1 payment of \$23,700.00 on June 11, 2018

(THE REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK)

Account ID: 1185378

April 7, 2016

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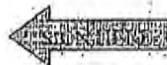
**Notice of Cancellation Rights:**

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).

  
\_\_\_\_\_  
CHELSEA BRUCE



**VERMONT**  
**AMENDED DISCLOSURE STATEMENT**

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

**A) 1 payment of \$23,700.00 on June 11, 2018**

**(The remainder of the page intentionally left blank)**

B14  
A1

May 20, 2016

The aggregate amount of the Purchased Payments is \$23,700.00.

The discounted present value of the aggregate Purchased Payments at the federal interest rate of 1.80% is \$22,844.71. 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 \$16,000.00.

No other expenses are incurred by You.

The net amount payable to the seller (You) is \$16,000.00.

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 21.01% 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:

*Chelsea Bruce*

106290E9BF28484

SIGN HERE

CHELSEA BRUCE

314  
B7  
B7

**CONNECTICUT  
AMENDED DISCLOSURE STATEMENT**

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

**A) 1 payment of \$23,700.00 on June 11, 2018**

**(THE REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK)**

May 20, 2016

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The discounted present value of the aggregate Purchased Payments at the federal interest rate of 1.80% is \$22,844.71. 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.

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**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).

DocuSigned by:

*Chelsea Bruce*

106290E9BE78484

CHELSEA BRUCE

SIGN HERE

316  
04

Account ID: 1185378

*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.

Chelsea Bruce  
CHELSEA BRUCE

4/6/16  
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:

CHELSEA BRUCE

                      
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:                                     

BIN #                                     

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. Chelsea Bruce 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

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

Chelsea Bruce  
Chelsea Bruce

6/16/16  
Date



**PRIOR APPROVALS**

Purchase Date	Purchase Price	Court Order, Pre-Act or Wrap	Court Order or Purchase Agreement & Exhibit A Attached
Na			

**DENIALS**

Denial Date	Payments Purchased	
na		



April 18, 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 #: CCX0212374  
Payee: Chelsea Bruce

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

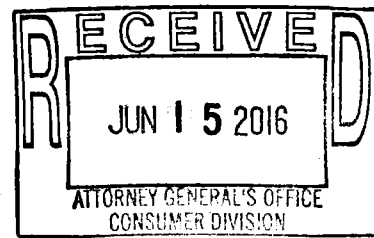
By:

  
Lori Borowski, Vice President

201 King of Prussia Road, Suite 200 • Radnor, PA 19087  
PHONE: (800) 790-4016 • FAX: (856) 455-8067

F19

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



10 June2016

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

State of Vermont  
Department of Taxes  
Attn: Will S. Baker, Esq.  
PO Box 429  
133 State Street,  
Montpelier, VT 05620 – 1401

**CERTIFIED MAIL RETURN RECEIPT REQUESTED**

**RE:     Application for Approval of Transfer of Structured Settlement Payments by  
and between Peachtree Settlement Funding, LLC and Reno Real Estate Payee**

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 following:

1. Motion to Amend;
2. Amended Application;
3. Motion to Continue

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,

*TJ Wells*

STATE OF VERMONT  
WINDSOR UNIT

SUPERIOR COURT  
CIVIL DIVISION

Peachtree Settlement Funding LLC  
Applicant - Transferee. -  
&

R. Reali  
Payee - Transferor,

)  
)  
) DOCKET #: 215-4-16 Wrcv  
)  
)  
)

Motion to Continue

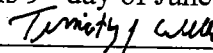
NOW COMES Applicant by and through counsel and hereby moves the honorable court as follows:

1. The within matter is set for hearing on June 23, 2016 at 2:30 p.m.;
2. Service of the notice has been timely made on all required entities with the exception of the payee;
3. Windsor County Deputy Sheriff Victor Fullerton attempted to serve the payee on 23 May 2016 and again on 24 May 2016 as set forth in the Return of Service filed herewith and incorporated herein by reference thereto;
4. According to Deputy Fullerton's investigation it was believed the payee left 73 Cross St. Apt., Quechee, VT approximately 7 months ago going to Middlebury, Vt and the Deputy found an address for payee at 2737 US Route 55, Apt. 5 East Thetford, VT in Orange County and the deputy returned the process unserved.
5. It is believed the payee actually resides at 237 US Route 5 Hartland VT 05048

Wherefore, it is requested as follows:

1. The hearing set for 23 June 2016 be continued and that a new notice of hearing be issued so Applicant can make service on payee giving payee at least 20 days notice

Dated this 9<sup>th</sup> day of June 2016.

  
\_\_\_\_\_  
Timothy J. Wells, Esq.  
Wells Law Office  
PO Box 250  
Westminster, VT 05158  
802-722-4000  
[WellsLawVt@aol.com](mailto:WellsLawVt@aol.com)

STATE OF VERMONT  
WINDSOR UNIT

SUPERIOR COURT  
CIVIL DIVISION

In Re:

Peachtree Settlement Funding, LLC  
Applicant - Transferee. -

DOCKET # 215-4-16 Wrcv

And  
R. Reali  
Payee- transferor -

On the 23 + 24 day of May, 2016, I made service of the following:

1. Application for the Transfer of Structured Settlement Rights;
2. Notice of Hearing;

Upon: R. Reali by <sup>7 Attached</sup> serving a copy upon Reno Reali at  
73 Cross St, Apt 1 A, Quechee, Vermont.

He left here 7 months ago. Sent going  
to Middlebury vt. Found Add. in Orange City. 356-9228  
2737 US Rte 5 Apt 5. E. Thetford. VT Return

Service \$ 0

Attachment

Travel 60.- 32.40

Postage 6.45

Total \$ 38.85

Vante Fullerton  
Deputy Sheriff

STATE OF VERMONT  
WINDSOR UNIT

SUPERIOR COURT  
CIVIL DIVISION

Peachtree Settlement Funding LLC  
Applicant - Transferee. -  
&

R. Reali  
Payee - Transferor,

)  
)  
) DOCKET #: 215-4-16 Wrcv  
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)  
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**Motion to Amend Application**

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NOW COMES the plaintiff, by and through counsel, and hereby moves the honorable court for leave to amend its pleadings as follows:

1. The written description of the underlying basis for the settlement in paragraph 4 of the application has been amended to provide more detail i.e. the settlement came from personal injuries resulting from unsupervised play of minor children;
2. Paragraph 11 and the prayer section of the application is amended to be clear applicant is requesting (in writing) the requirement for independent professional be determined by the court as unnecessary for good cause shown
3. There is no prejudice in allowing plaintiff to amend its application;
4. In considering leave to amend the complaint, it should "... [b]e freely given when justice so requires." V.R.C.P. 15(a); Lillicrap v. Martin, 156 Vt. 165, 170 (1989).
5. It is the Vermont tradition of liberally allowing amendments to pleadings where there is no prejudice to the other party. Tracy v. Vinton Motors, Inc., 130 Vt. 512, 513 (1971).

6. "The principal reasons underlying the liberal amendment policy are (1) to provide maximum opportunity for each claim to be decided on its merits rather than on a procedural technicality, (2) to give notice of the nature of the claim or defense, and (3) to enable a party to assert matters that were overlooked or unknown to him at an earlier stage in the proceedings." *Bevins v. King*, 143 Vt. 252, 255 (1983).

Wherefore plaintiff prays the honorable court for leave to amend the Application as set forth in the attached Amended application and to issue a notice of hearing for service and for such other relief as seems proper.

Dated this 9<sup>th</sup> day of June 2016.

Wells Law Office  
Attorney for Applicant

By: Timothy J. Wells  
Timothy J. Wells, Esq.

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**STATE OF VERMONT  
WINDSOR UNIT**

**SUPERIOR COURT  
CIVIL DIVISION**

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In Re:	)	
Peachtree Settlement Funding, LLC	)	
Applicant - Transferee. -	)	DOCKET NUMBER: 215-4-16 Wrcv
And	)	
	)	
R. Reali	)	
Payee - Transferor, -	)	

**AMENDED 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 (unsupervised children playing resulting in injury), 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 if not received, applicant hereby, in writing, request the court to find such advice is unnecessary for good cause shown. 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) Makes this written request for the court 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 for good cause shown;

B) To approve the transfer; and

C) For such other relief as seems just.  
Dated this 9th day of June 2016.

Wells Law Office

Attorney for Applicant

By: IS\ Timothy J. Wells 

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

R. [REDACTED] 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.

AI

- 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.

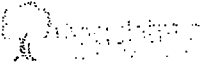
**You or Your**

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

*Revised*

- 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, 10<sup>th</sup> 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.**

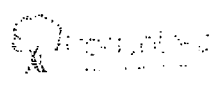
#### 11. MISCELLANEOUS

- 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



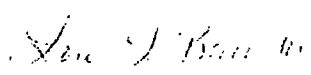
SELLER'S SPOUSE (if applicable)

Spouse

Date

US: Peachtree Settlement Funding, LLC

BY:

  
Lori Borowski, Vice President



ACKNOWLEDGMENT

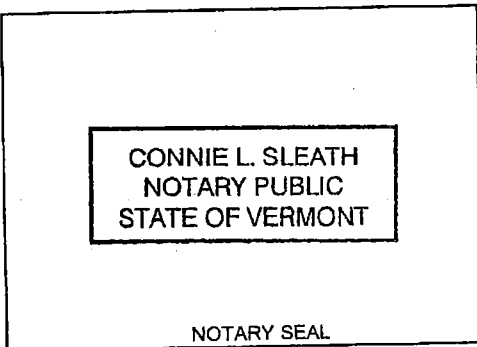
STATE OF Vermont

COUNTY OF Orange

On 04/20/2016 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-   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.

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.

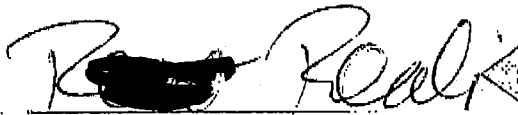
Based on the net amount that You will receive in payment from Us and the amounts and timing of the structured settlement payments that You are selling to Us, this is the equivalent of interest payments to Us at a rate of 15.25% per year. PLEASE NOTE THAT THIS IS NOT A LOAN, BUT A SALE OF PAYMENT RIGHTS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

-1-

Account ID: R77164  
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).

  
R. REALI




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, I.L.C. ("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.**

  
 R. 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: \_\_\_\_\_

EIN # \_\_\_\_\_

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 \_\_\_\_\_

18

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. Real	Son	9/10/14	Almost 2

If no dependent(s), please check this box \_\_\_\_\_

R. Real

R. Real

4/13/2016

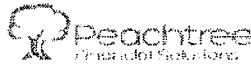
Date

877164

© 2011 Peachtree Settlement Funding, LLC

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: ~~Rene~~ 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.

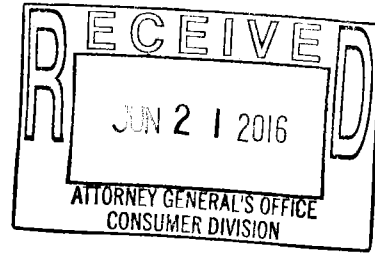
Very truly yours,

Peachtree Settlement Funding, LLC

By: *Lori J. Borowski*  
Lori Borowski, Vice President

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

17 June 2016



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

**CERTIFIED MAIL RETURN RECEIPT REQUESTED**

**RE:     Application for Approval of Transfer of Structured Settlement Payments by  
and between Peachtree Settlement Funding, LLC and Reno Real Estate Payee**

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 following:

1. Amended Application;
2. Notice of Hearing new date

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:	)	
Peachtree Settlement Funding, LLC	)	
Applicant -Transferee.	)	
And	)	Docket # 215-4-16-Wrcv
R. Reali	)	
Payee - Transferor	)	

NOTICE OF HEARING DATE AND DEADLINE

To the following:

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

Hartford-Comprehensive Employee Benefit Service Company  
Hartford CEBSCO  
One Griffin Road North  
Windsor, CT 06095-1512  
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

R. Reali

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: Windsor County Courthouse  
12 The Green  
Woodstock, Vermont 05091

DATE: (802) 457-2121  
7/13/16

TIME: 10:45 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 prior to <sup>or on</sup> the hearing date, in order to be considered by the Court.

Dated this \_\_\_\_ day of June 2016.

Margaret Sams  
Superior Court Judge/Clerk

---

**STATE OF VERMONT  
WINDSOR UNIT**

**SUPERIOR COURT  
CIVIL DIVISION**

---

In Re:	)	
Peachtree Settlement Funding, LLC	)	
Applicant - Transferee. -	)	DOCKET NUMBER: 215-4-16 Wrcv
And	)	
	)	
R. Reali	)	
Payee - Transferor, -	)	

**AMENDED 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 (unsupervised children playing resulting in injury), 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 if not received, applicant hereby, in writing, request the court to find such advice is unnecessary for good cause shown. 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) Makes this written request for the court 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 for good cause shown;

B) To approve the transfer; and

C) For such other relief as seems just.  
Dated this 9th day of June 2016.

Wells Law Office

Attorney for Applicant

By: IS\ Timothy J. Wells *TJW*

Timothy J. Wells, Esq.

PO Box 250

Westminster, VT 05158

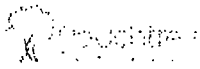
WellslawVt@aol.com

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

**Reall (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.

AI

*Signature*

- 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.

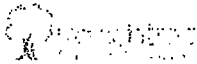
### **Affiliate**

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**

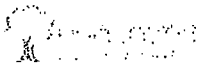
Only those certain payments that We are purchasing from You under this Contract.

**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.

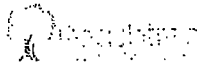
D. You gave Us all requested information and signed all documents necessary to complete the purchase. Every statement made by You in the Contract Documents and Closing Documents is true and complete.

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.

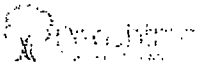


- G. We can rely on Your representations, warranties, and promises in this Contract. These representations, warranties, and promises are for Our benefit and the benefit of any future owners of the Purchased Payments. You understand that Our reliance on any intentional misrepresentation by You may result 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:

- 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 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).

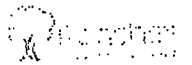
(2) YOUR NOTICE IS TO BE SENT EITHER BY CERTIFIED OR REGISTERED MAIL (RETURN RECEIPT REQUESTED) OR FEDEX OR ANOTHER MAJOR OVERNIGHT DELIVERY SERVICE. THE NOTICE MUST INCLUDE A BANK OR CERTIFIED CHECK MADE PAYABLE TO US, IN THE FULL AMOUNT RECEIVED BY YOU. YOUR NOTICE MUST BE SENT TO:

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, 10<sup>th</sup> 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.

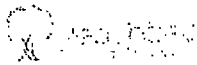
**Severability and Survival.** If any part of this arbitration provision, other than the Class Action Waiver, is deemed or found to be unenforceable for any reason, the remainder shall be enforceable. To the extent permitted by applicable law, this arbitration provision shall survive the termination,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

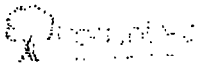
#### 11. MISCELLANEOUS

- 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



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

4/26/2016  
\_\_\_\_\_

Date

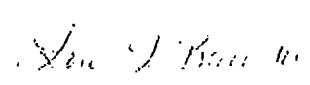
SIGN HERE

SELLER'S SPOUSE (if applicable)

Spouse  
\_\_\_\_\_  
\_\_\_\_\_  
Date

US: Peachtree Settlement Funding, LLC

BY:

  
Lori Borowski, Vice President

ACKNOWLEDGMENT

STATE OF Vermont

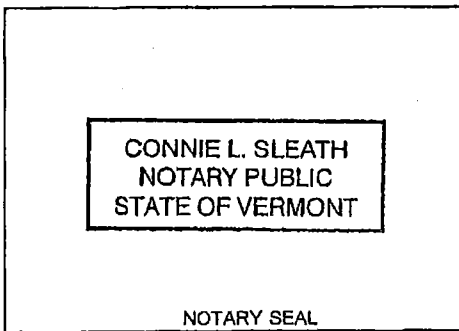
COUNTY OF Orange

On 04/20/2016 before me, Connie Sleath, PERSONALLY APPEARED  
(DATE) NAME, TITLE OF OFFICER E.G. NOTARY PUBLIC

R. Real

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.

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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- 1 -

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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 

(15)

Account ID: 87716-1  
 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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- 1 -

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 is \$37,000.00.

No other expenses are incurred by you.

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

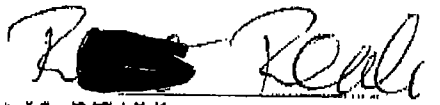
Based on the net amount that You will receive in payment from Us and the amounts and timing of the structured settlement payments that You are selling to Us, this is the equivalent of interest payments to Us at a rate of 15.25% per year. PLEASE NOTE THAT THIS IS NOT A LOAN, BUT A SALE OF PAYMENT RIGHTS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

  
REALI



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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.**

  
 R. 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: \_\_\_\_\_

EIN # \_\_\_\_\_

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

18

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	9/19/14	Almost 2

If no dependent(s), please check this box \_\_\_\_\_

R. Reali

R. Reali

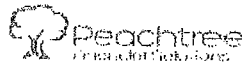
4/13/2016

Date

877164

© 2011 Perichine Settlement Funding, LLC

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: ~~Rene 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:

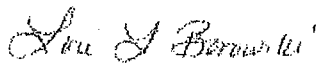
Peachtree Settlement Funding, LLC  
201 King of Prussia Road, Suite 200  
Radnor, PA 19087  
Tax ID # 45-2795843

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

**BOSEN & ASSOCIATES, P.L.L.C.**  
**ATTORNEYS AT LAW**

**John K. Bosen**  
Admitted in NH & MA

**Christopher P. Mulligan**  
Admitted in NH & ME

**Albert Hansen**  
Admitted in NH, MA & ME

**David M. Howard**  
Admitted in NH

**Molly C. Ferrara**  
Admitted in NH

June 6, 2016

**Via Certified Mail Return Receipt**

James & Kathleen Bruno  
942 Staso Road  
Castleton, VT 05735  
(Seller)

MetLife Tower Resources Group, Inc.  
2025 Leestown Road, Suite J  
Lexington, KY 40511  
(Obligor)

Metropolitan Life Insurance Company  
2025 Leestown Road, Suite J  
Lexington, KY 40511  
(Annuity Issuer)

" 468 - 288P 1A  
802.236 - 6215 C

Re: Greenwood Funding, LLC v. James Bruno, et al.,

(Application Seeking Approval for the Transfer of Structured Settlement Payments)

Dear Sir/Madame:

Enclosed please find a Notice of Hearing relative to Greenwood Funding's application to transfer Mr. Bruno's structured settlement payment rights. Attached to the Notice is a copy of the Petition/Application. As you can see, the hearing is scheduled for **9:00 a.m. on June 29, 2016** at the Rutland Superior Court located at 83 Center Street, Rutland, VT 05701 (802) 775-4394. Please do not hesitate to contact me should you have any questions or concerns.

Sincerely,



Albert Hansen

C: Greenwood Funding, LLC (email)  
Vermont Office of Child Support (email)  
Vermont Department of Taxes (email)  
Vermont Attorney General's Office (email)  
Christopher Bove, Esq.  
File

**BOSEN & ASSOCIATES, P.L.L.C.**  
**ATTORNEYS AT LAW**



FILED

JUN 03 2016

VERMONT SUPERIOR COURT  
RUTLAND

STATE OF VERMONT

SUPERIOR COURT  
Rutland Unit

CIVIL DIVISION  
Docket No. 238-5-16 Rdcv

In Re: Approval of Transfer of  
Structured Settlement Payment  
Rights By

James Bruno,  
Transferor

and

Greenwood Funding, LLC  
Transferee

To the Following:

James A. Bruno  
942 Staso Road  
Castleton, VT 05735

Metropolitan Life Insurance Company  
2025 Leestown Road, Suite J  
Lexington, KY 40511

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

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

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\*  
NOTICE OF HEARING  
DATE AND DEADLINE  
9 V.S.A. § 2480aa et seq.

Kathleen Bruno  
942 Staso Road  
Castleton, VT 05735

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

Vermont Department of Taxes  
P.O. Box 429  
Montpelier, VT 05633-1401

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: 6/29/16

TIME: 9:00 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 3<sup>rd</sup> day of June, 2016.

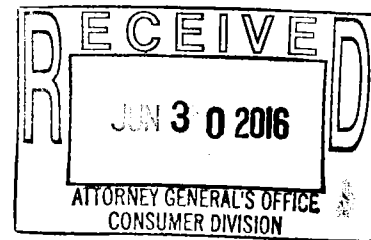
Klendon

Signature of ~~Judge~~ / Clerk

K. Landon

Printed Name of ~~Judge~~ / Clerk

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



27 June 2016

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

**CERTIFIED MAIL RETURN RECEIPT REQUESTED**

**RE:**

**Name of Case: JG Wentworth Originations LLC v. Paige W.  
Superior court of Vermont  
Orange Unit – Civil Division  
Docket Number: 61-6-16 Oecv**

**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. We used her first name and last initial to protect her privacy. For your information, the payee's name is:**

**Payee's Full name and address is:**

**Paige Wilding-Tabor  
393 Rand Road  
Randolph Center, VT 05061-9666**

**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, appearing to read "Timothy J. Wells".

**Timothy J. Wells, Esq.**

**STATE OF VERMONT  
ORANGE UNIT**

**SUPERIOR COURT  
CIVIL DIVISION**

In Re:	)	
JG Wentworth Originations, LLC	)	
Applicant - Transferee. -	)	DOCKET #: <u>61</u> -6-16 Oecv
&	)	
	)	
Paige W.	)	
Payee- Transferor	)	

---

**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**

**Paige W.**

**FILED  
VERMONT SUPERIOR COURT**

**JUN 22 2016**

**ORANGE UNIT**

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: Orange County Courthouse  
5 Court Street  
Chelsea, Vermont 05038  
(802) 685-4610  
DATE: 8/5/16  
TIME: 1:00 PM 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 24 day of June 2016.

  
\_\_\_\_\_  
Superior Court Clerk

FILED  
VERMONT SUPERIOR COURT

JUN 22 2016

ORANGE UNIT

STATE OF VERMONT  
ORANGE UNIT

SUPERIOR COURT  
CIVIL DIVISION

In Re:	)	
JG Wentworth Originations, LLC	)	
Applicant - Transferee. -	)	DOCKET #: <u>61-06-16</u> Oecv
&	)	
	)	
Paige W.	)	
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 (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 #SGQ000005978;

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 \$15,000.00 agreed to transfer to the applicant transferee, or its assigns, the right to receive the following payments:

A) 1 payment of \$40,000.00 on October 9, 2023.  
(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 no dependents See Copy of List of dependents marked Exhibit "E" 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 have been no previous transfer or application for the transfer of structured settlement payment rights of the payee (See Exhibit "F." attached hereto and incorporated in the entirety by reference thereto.

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 17<sup>th</sup> day of June 2016

Wells Law Office

By: Timothy J. Wells

Timothy J. Wells, Esq.

PO Box 250

Westminster, Vermont 05158

(802) 722-4000

Wellslawvt@aol.com

Attorney for Applicant

17 June 2016

INDEX TO ATTACHED EXHIBITS

<u>EXHIBIT</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
A.	Transfer Agreement	1-11
B.	Disclosure Statement	12-13
C.	Statement of Professional Representation	14
D.	Notice to Annuity Issuer and Annuity Obligor	15
E.	List of Dependents	16
F.	Prior Transfers	17

## PURCHASE CONTRACT

This is a Purchase Contract ("Contract") for the sale of structured settlement payments between  
Paige W. [REDACTED] (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.

<b>Affiliate</b>	An entity controlled by, controlling, or under common control with, another entity.
<b>Annuity Policy</b>	The policy purchased by the Obligor to ensure that the Settlement Payments are made to You as required by the Settlement Agreement.
<b>Closing Documents</b>	Any documents necessary to carry out the purchase of the Purchased Payments, other than the "Contract or Contract Documents" as defined below.
<b>Contract or Contract Documents</b>	Collectively, only this Contract and the Disclosure Statement.
<b>Contract Date</b>	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.
<b>Court Order</b>	A legally binding ruling issued by a judge or properly empowered administrative officer, approving the sale of the Purchased Payments to Us ("Court Approval").
<b>Disclosure Statement</b>	The document which identifies for You, the Purchased Payments, expenses, Purchase Price and various other disclosures.
<b>Encumbrance</b>	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.).
<b>Funding Date</b>	The date We pay You the Net Purchase Price.
<b>Issuer</b>	The insurance company that issued the Annuity Policy.

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<b>Obligor</b>	The Person who is obligated to make payments to You under the Settlement Agreement.
<b>Party</b>	One of You or Us. Parties means both You and Us.
<b>Person</b>	Any natural person or legal entity.
<b>Purchased Payments</b>	Only those certain payments that We are purchasing from You under this Contract.
<b>Purchase Price:</b>	
<b>Gross Purchase Price</b>	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.
<b>Net Purchase Price</b>	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.
<b>Settlement Agreement</b>	The agreement that You and the Obligor signed to resolve Your personal injury claim.
<b>Settlement Payments</b>	All of the payments that the Obligor has agreed to make to You in the Settlement Agreement.
<b>We, Our, or Us</b>	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.
<b>You or Your</b>	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.

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- 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 July 19, 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 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.

The arbitration will be administered by the American Arbitration Association ("AAA"), 1633 Broadway, 10<sup>th</sup> 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.

Sworn to and subscribed  
before me this 17 day of July, 2016 ("Contract  
Date")

[Signature]  
Notary

SELLER:

Paige W. [Redacted]  
Paige W. [Redacted]



Acknowledged and Agreed:

Sworn to and subscribed  
before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary

SELLER'S SPOUSE (if applicable)

\_\_\_\_\_  
Spouse



US: J.G. Wentworth Originations, LLC

[Signature]  
BY: \_\_\_\_\_  
Lori Borowski, Vice President

ACKNOWLEDGMENT

STATE OF

Vermont

COUNTY OF

Orange

On 6-14-16 before me,  
(DATE)

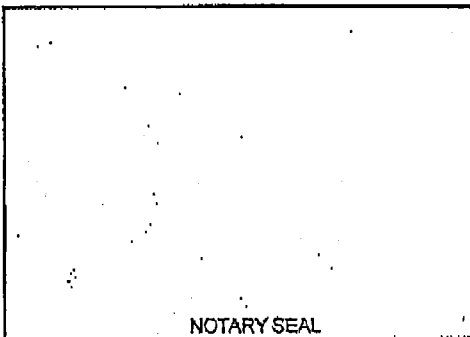
Conrad J. Estlin II  
NAME, TITLE OF OFFICER E.G. NOTARY PUBLIC

PERSONALLY APPEARED

Paige [redacted]

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

[Signature]  
SIGNATURE OF NOTARY

MY COMMISSION EXPIRES ON: 2-10-19

Description of Attached Document:

Title to Type of Document:

PURCHASE CONTRACT

Document Date:

6-14-16

Number of Pages:

Signers Other Than Named Above:

**VERMONT  
DISCLOSURE STATEMENT**

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

- A) 1 payment of \$40,000.00 on October 9, 2023

(The remainder of the page intentionally left blank)

June 3, 2016

The aggregate amount of the Purchased Payments is \$40,000.00.

The discounted present value of the aggregate Purchased Payments at the federal interest rate of 1.80% is \$35,084.52. 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 \$15,000.00.

No other expenses are incurred by You.

The net amount payable to the seller (You) is \$15,000.00.

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 14.28% 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).

Paige W. [REDACTED]  
PAIGE W. [REDACTED]





**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.

PAIGE W. [REDACTED]  
PAIGE W. [REDACTED]

6-3-16  
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:

\_\_\_\_\_

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:

EIN #

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. \_\_\_\_\_ was referred to me by the \_\_\_\_\_

Professional's Signature

Date \_\_\_\_\_



June 16, 2016

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 #: SGQ000005978  
Payee: Paige W. [REDACTED]

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:

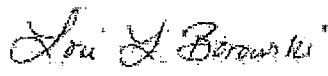
J.G. Wentworth Originations, LLC  
201 King of Prussia Road, Suite 200  
Radnor, PA 19087  
Tax ID # 88-0513164

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

D15

### 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
DA			

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

Paige W. [REDACTED]  
Paige W. [REDACTED]

6-3-16  
Date

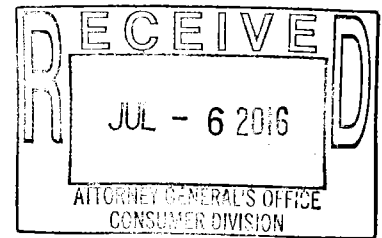
**PRIOR APPROVALS**

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



1 July 2016

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

**CERTIFIED MAIL RETURN RECEIPT REQUESTED**

**RE:**

**Name of Case: JG Wentworth Originations LLC v. Paige Wilding-Tabor  
Superior court of Vermont  
Orange Unit – Civil Division  
Docket Number: 61-6-16 Oecv**

**Dear Gentlemen/Ladies:**

**Please find enclosed amended application. This was amended to include payee's full name.**

**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, appearing to read "T. Wells".

**Timothy J. Wells, Esq.**

STATE OF VERMONT  
ORANGE UNIT

SUPERIOR COURT  
CIVIL DIVISION

In Re:	)	
JG Wentworth Originations, LLC	)	
Applicant - Transferee. -	)	DOCKET #: 6-6-16 Oecv
&	)	
Paige Wilding-Tabor	)	
Payee- Transferor	)	

Certificate of Service

I hereby certify I served a copy of the amended application with full name of the payee on the 1<sup>st</sup> day of July 2016 by certified mail return receipt requested on the following:

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

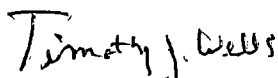
Vermont Office of Child Support  
103 South Main Street  
Waterbury, Vermont 05671-1901

State of Vermont  
Department of Taxes  
Attn: Will S. Baker, Esq.  
PO Box 429  
133 State Street,  
Montpelier, VT 05620 – 1401

Prudential Assigned Settlement Services Company  
Nicole M. Calabro, Esq.  
Drinker, Biddle & Reath LLP  
One Logan Square, Ste 2000  
Philadelphia, PA 19103-6996

Prudential Insurance Company of America  
Nicole M. Calabro, Esq.  
Drinker, Biddle & Reath LLP  
One Logan Square, Ste 2000  
Philadelphia, PA 19103-6996

Paige Wilding-Tabor  
Dated: 1 July 2016

  
\_\_\_\_\_  
Timothy J. Wells, Esq.

STATE OF VERMONT  
ORANGE UNIT

SUPERIOR COURT  
CIVIL DIVISION

In Re:	)	
JG Wentworth Originations, LLC	)	
Applicant - Transferee. -	)	DOCKET #:61-6-16 Oecv
&	)	
Paige Wilding-Tabor	)	
Payee - Transferor, -	)	

**AMENDED 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 (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 #SGQ000005978;

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 \$15,000.00 agreed to transfer to the applicant transferee, or its assigns, the right to receive the following payments:

A) 1 payment of \$40,000.00 on October 9, 2023.

(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 no dependents See Copy of List of dependents marked Exhibit "E" 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 have been no previous transfer or application for the transfer of structured settlement payment rights of the payee (See Exhibit "F." attached hereto and incorporated in the entirety by reference thereto.

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 1<sup>st</sup> day of July 2016

Wells Law Office

By: Timothy J. Wells

Timothy J. Wells, Esq.

PO Box 250

Westminster, Vermont 05158

(802) 722-4000

Wellslawvt@aol.com

Attorney for Applicant

17 June 2016

INDEX TO ATTACHED EXHIBITS

<u>EXHIBIT</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
A.	Transfer Agreement	1-11
B.	Disclosure Statement	12-13
C.	Statement of Professional Representation	14
D.	Notice to Annuity Issuer and Annuity Obligor	15
E.	List of Dependents	16
F.	Prior Transfers	17

## PURCHASE CONTRACT

This is a Purchase Contract ("Contract") for the sale of structured settlement payments between  
Paige Wilding-Tabor (You, Your), and J.G. Wentworth Originations, LLC (We, Us, Our)  
5993 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

<b>Obligor</b>	The Person who is obligated to make payments to You under the Settlement Agreement.
<b>Party</b>	One of You or Us. Parties means both You and Us.
<b>Person</b>	Any natural person or legal entity.
<b>Purchased Payments</b>	Only those certain payments that We are purchasing from You under this Contract.
<b>Purchase Price:</b>	
<b>Gross Purchase Price</b>	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.
<b>Net Purchase Price</b>	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.
<b>Settlement Agreement</b>	The agreement that You and the Obligor signed to resolve Your personal injury claim.
<b>Settlement Payments</b>	All of the payments that the Obligor has agreed to make to You in the Settlement Agreement.
<b>We, Our, or Us</b>	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.
<b>You or Your</b>	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 July 19, 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 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.

The arbitration will be administered by the American Arbitration Association ("AAA"), 1633 Broadway, 10<sup>th</sup> Floor, New York, NY 10019, [www.adr.org](http://www.adr.org), 1-800-778-7879 or JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, [www.jamsadr.com](http://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.

Sworn to and subscribed  
before me this 17 day of Jan, 2014 ("Contract  
Date")

[Signature]  
Notary

SELLER:

Paige Wilding-Tabor  
Paige Wilding-Tabor

Acknowledged and Agreed:

Sworn to and subscribed  
before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary

SELLER'S SPOUSE (if applicable)

\_\_\_\_\_  
Spouse

US: J.G. Wentworth Originations, LLC

BY:

[Signature]  
Lori Borowski, Vice President

ACKNOWLEDGMENT

STATE OF

Vermont

COUNTY OF

Orange

On 6-14-16  
(DATE)

before me,

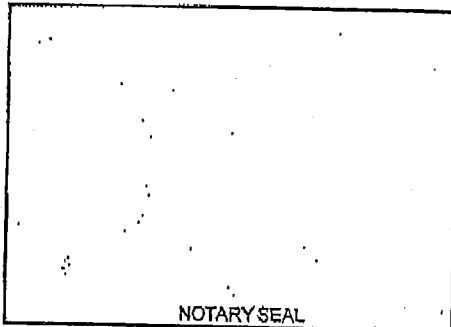
Conrad J. Estlin  
NAME, TITLE OF OFFICER E.G. NOTARY PUBLIC

PERSONALLY APPEARED

Paige Gilday - Taber

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.



NOTARY SEAL

WITNESS my hand and official seal

Conrad J. Estlin  
SIGNATURE OF NOTARY

MY COMMISSION EXPIRES ON:

2-10-19

Description of Attached Document:

Title to Type of Document:

PURCHASE CONTRACT

Document Date:

6-14-16

Number of Pages:

Signers Other Than Named Above:

Account ID: 1211511  
June 3, 2016

**VERMONT**  
**DISCLOSURE STATEMENT**

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

A) 1 payment of \$40,000.00 on October 9, 2023

(The remainder of the page intentionally left blank)



The aggregate amount of the Purchased Payments is \$40,000.00.

The discounted present value of the aggregate Purchased Payments at the federal interest rate of 1.80% is \$35,084.52. 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 \$15,000.00.

No other expenses are incurred by You.

The net amount payable to the seller (You) is \$15,000.00.

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 14.28% 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).

Paige Wilding-Tabor  
PAIGE WILDING-TABOR



Please complete and sign.

Account ID: 1211511

**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.**

Paige Wilding-Tabor  
PAIGE WILDING-TABOR

6-3-16  
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:

\_\_\_\_\_  
PAIGE WILDING-TABOR

\_\_\_\_\_  
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: \_\_\_\_\_

EIN # \_\_\_\_\_

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. Paige Wilding-Tabor was referred to me by the \_\_\_\_\_

\_\_\_\_\_  
Professional's Signature

\_\_\_\_\_  
Date



June 16, 2016

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 #: SGQ000005978  
Payee: Paige Wilding-Tabor

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

DIS

### 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
NA			

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

Paige Widding-Tabor  
Paige Widding-Tabor

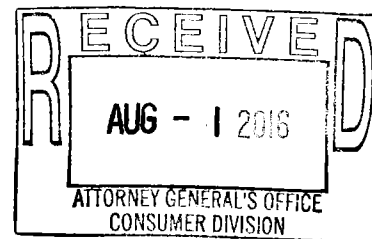
6-3-16  
Date

**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		



STATE OF VERMONT  
ORANGE UNIT

**SUPERIOR COURT  
CIVIL DIVISION**

**In re:**  
**JG Wentworth Originations, LLC**  
**Applicant -Transferee.**

**And**

**Clairissa Lawrence**  
**Payee - Transferor**

**) Docket Number: 88-7-16 Oecv**

## NOTICE OF HEARING AND DEADLINE

**To the following:**

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

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

**C. Lawrence**  
**Orange County, Vermont**

**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**

FILED  
VERMONT SUPERIOR COURT

JUL 26 2016

ORANGE UNIT

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

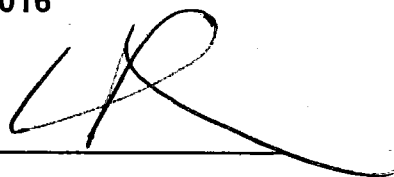
PLACE: Orange County Courthouse  
5 Court Street  
Chelsea, Vermont 05038  
(802) 685-4610

DATE: September 19, 2016

TIME: 9:00 Am

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.

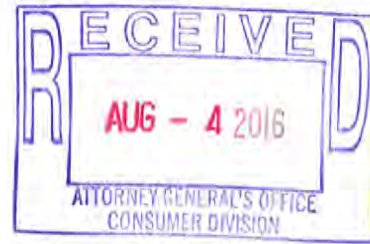
Dated this 27 day of July 2016



Superior Court Clerk

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

1 August 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 JG Wentworth Originations LLC and Clairissa Lawrence Superior Court  
of Vermont, Orange Unit – Civil Division  
Docket Number: 88-7-16 Oecv**

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  
ORANGE UNIT

SUPERIOR COURT  
CIVIL DIVISION

In re:  
JG Wentworth Originations, LLC  
Applicant -Transferee.

And

Clairissa Lawrence  
Payee - Transferor

)  
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) Docket Number: 88-7-16 Oecv  
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Orange County, Vermont

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FILED  
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JUL 26 2016

ORANGE UNIT

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

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BEFORE: Presiding Superior Court Judge

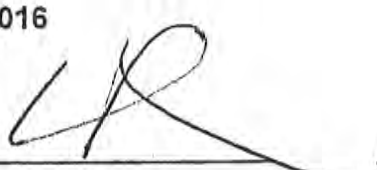
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Dated this 27 day of July 2016

  
\_\_\_\_\_  
Superior Court Clerk