

06-536-CD
In Re: Tena R. Jacox vs Structured

In RE: Tena Jacox
2006-536-CD

TENA R. JACOX
 1811 Daisy Street Ext.
 Clearfield, PA 16830
Pro se

DUGALIC & LANDAU, LLC

Mark Landau, Esquire
 Attorney I.D. No. 90757
 634 Ridgewood Rd.
 Upper Darby, PA 19082
 (610) 352-1322

Attorneys for Joint Petitioner Structured Settlement Investments, LP

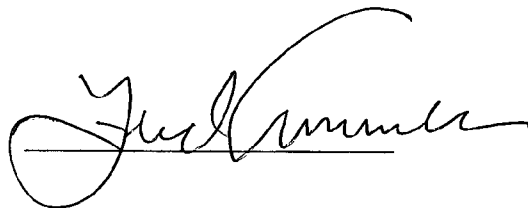
**IN RE: TENA R. JACOX &
 STRUCTURED SETTLEMENT
 INVESTMENTS, LP**

: CLEARFIELD COUNTY
 : COURT OF COMMON PLEAS
 :
 : 06-536-CD, 2006
 :
 : No. _____

RULE RETURNABLE

AND NOW, this 11th day of April, 2006, upon
 consideration of Petition to Transfer Structured Settlement Pursuant to Structured
 Settlement Protection Act, 40 P.S. 4000, Et. Seq., a Rule is hereby issued upon
 Metropolitan Insurance and Annuity Company and the Metropolitan Insurance Company
 to show cause why said Petition should not be granted.

RULE RETURNABLE FOR HEARING the 10th day of MAY,
 2006 at 10³⁰ a.m. in Courtroom No. 1 in the Clearfield County Courthouse, 230 E.
 Market Street, Clearfield, PA 16830.



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 APR 13 2006
 [Signature: Mark Landau]

William A. Shaw
 Prothonotary/Clerk of Courts

FILED

APR 13 2006

William A. Shaw
Prothonotary/Clerk of Courts

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**IN RE: TENA R. JACOX &
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 INVESTMENTS, LP**

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
:
: _____, 2006
:
: No. _____

CERTIFICATE OF SERVICE

It is hereby certified that on this ____ day of _____, 2006, a copy of the Proposed
Transfer of Structured Settlement Proceeds has been mailed by U.S. First Class Certified
Mail to the following:

Tena R. Jacox
1811 Daisy Street Ext.
Clearfield, PA 16830

Metropolitan Life Insurance Company
One Madison Avenue
New York, NY 10010-3690

Metropolitan Insurance and Annuity Company
One Madison Avenue
New York, NY 10010-3690

Mark A. Landau, Esquire

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Clearfield, PA 16830
Pro se

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Attorney I.D. No. 90757
634 Ridgewood Rd.
Upper Darby, PA 19082
(610) 352-1322

Attorneys for Joint Petitioner Structured Settlement Investments, LP

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William A. Shaw
Prothonotary/Clerk of Courts
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**IN RE: TENA R. JACOX &
STRUCTURED SETTLEMENT
INVESTMENTS, LP**

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
:
: _____, 2006
:
: No. 06-536-CD

JOINT PETITION TO TRANSFER STRUCTURED SETTLEMENT
PURSUANT TO 40 P.S. 4000 ET SEQ.

TO THE HONORABLE JUDGE OF SAID COURT:

Petitioners, Tena R. Jacox, by and through attorney John Carsley, Esquire, and Structured Settlement Investments, LP, by and through attorney Mark Landau, Esquire, hereby jointly petition this Honorable Court for approval of a transfer of structured settlement payment rights pursuant to the Pennsylvania Structured Settlement Protection Act, 40 P.S. § 4000 et seq., and in support thereof respectfully represents as follows:

1. Tena R. Jacox is an adult individual who resides at 1811 Daisy Street Ext., Clearfield, PA 16830.
2. Structured Settlement Investments, LP, whose tax identification number is 20-2305335, is a Delaware limited partnership with a primary place of business at 4629 State Road, Drexel Hill, PA 19026.
3. Tena R. Jacox is the beneficiary of an annuity owned by **Metropolitan Insurance and Annuity Company** and issued by **Metropolitan Life Insurance Company**. The structured settlement provides payment to the Petitioner, Tena R. Jacox, as follows:

\$8,376.00 payable annually, beginning 2/25/1995 and continuing for 25 years guaranteed.

4. Payee, Tena R. Jacox, proposes to enter into a purchase agreement with Joint Petitioner, Structured Settlement Investments, LP, its nominees, successors or assigns, which will purchase Payee's structured settlement (Fourteen (14) annual payments of \$8,376.00 commencing on 2/25/2006 through, and including, 2/25/2019) owned by **Metropolitan Insurance and Annuity Company** and issued by **Metropolitan Life Insurance Company** for \$57,000.00. A copy of the Purchase Agreement is attached hereto, made apart hereof, and designated as "Exhibit A".

4. The Buyer furnished Payee, Tena R. Jacox, with a Disclosure Statement pursuant to 40 P.S. 4003 (See "Exhibit A") at least ten (10) days prior to the date on which Payee first incurred any obligation to the Buyer. The Statute also requires a Petition and Court Order, authorizing the sale and finding the sale is in the best interest of the Payee.

5. The Payee, Tena R. Jacox, jointly with Structured Settlement Investments, LP, has served written notice of the Transferee's name, address, and tax identification number, as required by Pennsylvania Statute 40 P.S. 4004, to the structured settlement obligor and issuer, none of whom have objected to the transfer. A true and correct copy of said notices is attached hereto, made apart hereof, and designated as "Exhibit B".

6. The Payee's best interest would be served by granting relief requested herein so that Payee can avoid a foreclosure on her home and payoff her remaining mortgage in full.

7. The Payee has been advised to obtain independent professional representation concerning the legal, tax and financial implications of this transaction, including advice on any tax ramifications from this transaction, and has waived such representation. A true and correct copy of the Payee's Affidavit, notice to seek professional advice and waiver thereof is attached hereto, made apart hereof, and designated as "Exhibit C".

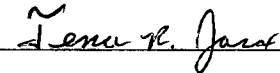
9. The Payee, Tena R. Jacox, does not have any dependents.

10. The proposed transfer does not contravene any federal or state statute or the Order of any court or responsible governmental or administrative authority.

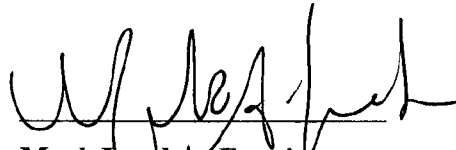
WHEREFORE, Petitioners respectfully request this Honorable Court to approve and authorize the sale of a structured settlement payment stream between **Metropolitan Insurance and Annuity Company** (issued by **Metropolitan Life Insurance Company**) and **Tena R. Jacox** to be sold and transferred to **Structured Settlement Investments, LP**, its nominees, successors or assigns.

Date: 4/3/2006 .

Respectfully submitted,



Tena R. Jacox
Pro Se

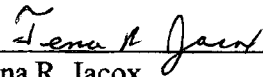


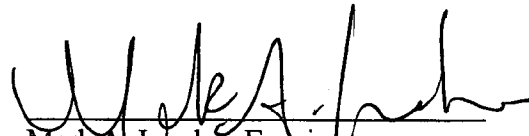
Mark Landau, Esquire
Attorney for Joint Petitioner
Structured Settlement Investments, LP

VERIFICATION

The parties have read the foregoing Petition to Transfer Structured Settlement Payment Rights and hereby aver that the statements contained therein are true and correct to the best of my knowledge, information and belief.

This Verification is made subject to the penalties of 18 Pa.C.S.A. Section 4904 relating to the unsworn falsification to authorities.


Tena R. Jacox


Mark A. Landau, Esquire

IN RE: TENA R. JACOX &
STRUCTURED SETTLEMENT
INVESTMENTS, L.P.

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS

: _____, 2006

: No. 06-536-CD

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01/10/4487 Amy
MAY 10 2006 P. Carley
(W)

William A. Shaw
Prothonotary/Clerk of Courts

**ORDER APPROVING ASSIGNMENT AND
TRANSFER OF STRUCTURED SETTLEMENT ANNUITY PAYMENT RIGHTS**

THIS CAUSE COMING TO BE HEARD on the Joint Petition (the "Petition") of Structured Settlement Investments, L.P. ("Transferee") and Tena R. Jacox ("Transferor") for the approval of the transfer, sale and assignment by Transferor to Transferee or Transferee's successors or assigns (collectively "Transferee") of Transferor's right to receive, and interests in, certain structured settlement payments hereinafter defined in Section 12 hereof ("Assigned Payments") under Group Annuity Contract Number 8298 and Certificate Number 37073 (the "Annuity") which is owned by Metropolitan Insurance and Annuity Company ("Owner") and issued by Metropolitan Life Insurance Company ("Annuity Issuer") pursuant to that certain Structured Settlement Annuity Sale and Assignment Agreement entered into between Transferor and Transferee on or about January 13, 2006 ("Transfer Agreement") and due notice having been given to all interested parties, and the Court being fully advised in the premises;

NOW, this 10th day of May, 2006, **IT IS HEREBY ORDERED, ADJUDGED and DECREED** as follows:

1. The Court has jurisdiction over the parties and over the Assigned Payments, as provided in Section 4003 of Title 40 of the Pennsylvania Statutes and any amendments thereto;

2. All necessary parties have been timely noticed in connection with the hearing on this date as required under Title 40 of the Pennsylvania Statutes;

3. The transfer complies with Sections 130 and 5891 of the Internal Revenue Code and applicable state statutes and regulations, including but not limited to, Title 40, of the Pennsylvania Statutes, and will not contravene any federal or state statute or the order of any court or responsible administrative authority;

4. At least ten (10) days before the date on which the Transferor (payee) first incurred an obligation with respect to the transfer, the Transferee provided to the Transferor a disclosure statement in bold type no smaller than 14 points in size which specifies:

- (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, together with the discount rate used in determining the discounted present value;
- (d) the gross amount payable to the payee in exchange for the payments;
- (e) an itemized listing of all brokers' commissions, service charges, application fees, processing fees, closing costs, filing fees, referral fees, administrative fees, legal fees, and notary fees and other commissions,

fees, costs, expenses, and charges (if any) payable by the Transferor or deductible from the gross amount otherwise payable to the Transferor;

- (f) the net amount payable to the Transferor after deducting all commissions, fees, costs, expenses, and charges described in (e) above;
- (g) the quotient, expressed as a percentage, obtained by dividing the net payment amount by the discounted present value of the payments;
- (h) the effective annual interest rate on an annual compounding basis;
- (i) the amount of any penalty and the aggregate amount of any liquidated damages, including penalties, payable by Transferor in the event of a breach of the Transfer Agreement by the Transferor;
- (j) a separate sheet strongly urging Transferor to obtain an attorney to advise on the potential tax consequences of the transfer;

5. The aforesaid transfer is in the best interests of the Transferor and any dependents, taking into account family welfare and support issues;

6. The Transferor has received, or waived her right to receive, independent professional advice regarding the legal, tax, and financial implications of the transfer;

7. The Transferee has given written notice of the Transferee's name, address, and taxpayer identification number to the Annuity Issuer and the structured settlement obligor and has filed a copy of the notice with this Court;

8. The Transfer Agreement provides that if the Transferor is domiciled in the State of Pennsylvania that any disputes between the parties will be governed in accordance with the laws of the State of Pennsylvania and that the domicile state of the Transferor is the proper venue to bring any cause of action arising out of a breach of the Transfer Agreement;

9. The net amount payable (\$57,000.00) to the Transferor arising out of this Transfer Agreement is fair, just and reasonable under all of the circumstances now or previously existing;

10. The Transferor consents to and authorizes the filing by Transferee or any assignee or successor of Transferee, of any applicable UCC financing statements against Transferor or any other applicable persons relating to the interest which are the subject of the transfer.

11. Notwithstanding any anti-assignment or anti-encumbrance language in the underlying settlement agreement and release and related contracts and Annuity documents, the Transfer Agreement and transfer of the Assigned Payments are approved. All of the provisions of the Transfer Agreement are hereby incorporated by reference into this Order. Unless otherwise stipulated in this Order, the Transferor shall not retain and shall not be permitted to assign or transfer to any other person or entity any interest in the Assigned Payments or any rights and interests related thereto;

12. As and when due, the Assigned Payments, detailed below, shall be made payable and forwarded to the designated final assignee of Structured Settlement Investments,

L.P., which is Structured Settlement Funding, LLC at P.O. Box 13238, Newark, New Jersey, 07101-3238:

14 annual payments of \$8,376.00 commencing on February 25, 2006 through and including February 25, 2019.

13. The Annuity Issuer and Owner shall not change or cause to be changed the payment address for the Assigned Payments stated above unless they have received express written notice from Transferee to do so;

14. Transferee shall defend, indemnify, and hold harmless the Annuity Issuer and its successors and assigns, from and against any and all liability, including reasonable attorney's fees and costs, for all claims arising out of, related to, or in connection with the Transfer Agreement, Assigned Payments, or compliance with this Order, except with respect to claims by Transferee or its successor or assigns to enforce its rights as approved by this Order.

15. This Order in no way modifies or negates the Owner's ownership or control over the Annuity.

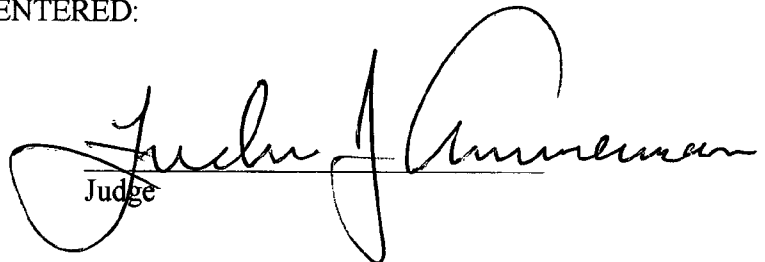
16. This Order is intended to be a final order.

All without further order of this Court.

DATE:

5/10/06

ENTERED:


Judge

FILED

MAY 10 2006

**William A. Shaw
Prothonotary/Clerk of Courts**

EXHIBIT
"A"

PURCHASE AGREEMENT

This Purchase Agreement (the "Agreement"), dated and effective as of 12/05/2005, is being entered into by and between Structured Settlement Investments, LP ("Purchaser"), located at 4629 State Road, Drexel Hill, PA, 19026, and Tena R. Jacox ("Seller") who currently resides at 1811 Daisy St. Ext., Clearfield PA, 16830.

RECITALS

A. Seller, or Seller's predecessor in interest, has previously entered into a settlement, release, indemnity, compromise, and/or other agreement or document, and/or was subject to a court order, judgment, or decree, in connection with the settlement of a lawsuit and/or personal injury or wrongful death claim. The decree, order, judgment, release, settlement, indemnity, compromise and/or other agreement is set forth and described in more detail in Exhibit "A" attached hereto and, together with any amendments, modifications, and revisions to same, shall hereafter be referred to in this Agreement as the "Settlement Agreement." Pursuant to the Settlement Agreement, Seller is entitled to receive certain periodic settlement payments in the dollar amounts and on the dates set forth and described in the Settlement Agreement. (The payments which are due and payable to Seller pursuant to the Settlement Agreement shall hereafter be referred to as the "Settlement Payments").

B. Metropolitan Insurance and Annuity Company ("Settlement Obligor") agreed to make the Settlement Payments to Seller under the terms of the Settlement Agreement and/or assumed the obligation to make the Settlement Payments due Seller pursuant to a qualified assignment and/or other assignment, assumption or similar agreement (the qualified assignment, assumption agreement, or similar agreement or document is set forth and described in Exhibit "A" and shall hereafter be referred to as the "Qualified Assignment"). In order to fund its obligation to make the Settlement Payments, the Settlement Obligor purchased and/or caused to be issued an annuity (the "Annuity") by Metropolitan Life Insurance Company (the "Annuity Issuer"). Metropolitan Insurance and Annuity Company (sometimes, referred to as the "Annuity Owner") is the owner of the Annuity. (The Annuity is set forth and described in Exhibit B.) The Annuity Issuer is obligated to make certain payments under the terms of the Annuity (the "Annuity Payments"), in the amounts and on dates which correspond to the Settlement Payments. Seller is the "Annuitant" or "Payee" named in the Annuity and/or is the beneficiary of the original named Annuitant/Payee named in the Annuity or is otherwise entitled to receive the payments to be made under the terms of the Settlement Agreement, Qualified Assignment, and/or Annuity. Copies of the Settlement Agreement, Qualified Assignment, and the Annuity (if available) and/or a payment letter or other documents which adequately and sufficiently describe and confirm, in the sole discretion of the Purchaser, the payment obligations of the Settlement Obligor, Annuity Owner and/or Annuity Issuer have been provided to the Purchaser. The Settlement Agreement, the Qualified Assignment, the Annuity, and any agreements, releases, letters, assignments, judgments, orders, decrees and other documents which reflect or evidence the Settlement Payments and the payment obligations of the Settlement Obligor, Annuity Owner, and Annuity Issuer shall hereafter be collectively referred to as the "Settlement Documents."

C. Purchaser desires to purchase and acquire from the Seller, and the Seller desires to sell, assign, transfer, and convey to Purchaser, all of Purchaser's right, title, and interest in and to, including the right to receive, certain of the Settlement Payments and Annuity Payments, in the amounts and on the dates due and payable to Seller, as set forth and described in Exhibit A. (The payments which are the subject of this Agreement and which are to be sold, assigned, and transferred to Purchaser by Seller shall hereafter be referred to as the "Periodic Payments".) Purchaser and seller acknowledge that each Periodic Payment

represents a separate debt instrument and that the Purchase Price (as defined herein) represents the total of all the purchase prices for all of the Periodic Payments transferred in the Transaction.

D. As used herein, "Term" means the period beginning with the earlier of the Closing Date (as hereinafter defined) or the date of the first Periodic Payment and ending with the last Periodic Payment which is the subject of this Agreement. The "Transaction" shall refer to the assignment of the Periodic Payments by Seller to Purchaser, as set forth and described in this Agreement. The "Transaction Documents" shall refer to this Agreement and any and all other agreements, applications, letters, contracts, pleadings, affidavits, and other documents executed, signed, and/or submitted by the Seller in connection with the Transaction. "Court Order" shall refer to the order or judgment rendered or to be rendered in connection with the court approval of the Transaction in accordance with an applicable state statute as provided in Section 5.5.

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained in this Agreement and the other Transaction Documents, the receipt and sufficiency of which is acknowledged, and subject to the terms, conditions, provisions, and contingencies set forth in this Agreement and in the other Transaction Documents, the parties agree, covenant, and promise as follows:

AGREEMENT

ARTICLE 1

PURCHASE AND SALE OF PERIODIC PAYMENTS

1.1 Purchase and Sale. Seller hereby sells, assigns, transfers, and conveys to the Purchaser, and Purchaser purchases and acquires from Seller, the Periodic Payments. Seller makes such sale and assignment of the Periodic Payments to Purchaser free and clear of any and all right, title, interest or claim in or to the Periodic Payments or any lien, pledge, mortgage, security interest, or other encumbrance of or in the Periodic Payments of any nature whatsoever (collectively the "Encumbrances").

1.2 Purchase Price. In return for the sale and assignment to Purchaser of Seller's right, title, and interest in the Periodic Payments, and the other promises, covenants, and agreements of Seller set forth in this Agreement, including the right of first refusal granted to Purchaser in Section 8.18 below, Purchaser agrees to pay to Seller the amount set forth and described in Exhibit A as the "Purchase Price." Purchaser and Seller agree that the Purchase Price will be allocated among the several Periodic Payments as set forth in Exhibit A under the heading "Allocation of Purchase Price." Purchaser will pay the Purchase Price to Seller on the Closing Date (as defined in Section 2.3 hereof).

1.3 Adjustment of Purchase Price: Advances. The Seller acknowledges and agrees that the Purchase Price may be adjusted, if necessary, by subtracting an amount equal to the sum of (i) all Periodic Payments received by Seller after the date of this Agreement until Closing; plus (ii) any payments and advances made to Seller or made on behalf of Seller to a third party a or prior to Closing. Purchaser shall not be obligated to make any advances to Seller or any payments to third parties on Seller's behalf prior to Closing. Any advances and payments to third parties by Purchaser shall be made, if at all, in Purchaser's sole and absolute discretion.

1.4 Manner of Payment. The Seller may elect to have the Purchase Price paid by wire transfer to such account or accounts of the Seller (maintained in Seller's name) that has been designated by Seller in writing prior to the Closing, or by a check drawn on any deposit account maintained by the Purchaser.

PURCHASE AGREEMENT -- Page 2 of 17

T.R.J.
Initials

ARTICLE 2

CLOSING

2.1 Closing Defined. The closing of the Transaction described in this Agreement (the "Closing") shall occur on a date designated by the Purchaser, which date shall be as soon as reasonably practicable after entry of the Court Order and after the Purchaser, in its sole and absolute discretion, has determined that all of the conditions and contingencies required by this Agreement and the other Transaction Documents have been satisfied, have occurred, and/or have been performed and complied with, as the case may be, and that no event or condition has occurred or exists that would require this Agreement to be terminated. Seller agrees to cooperate with Purchaser and use Seller's best efforts to secure the Court Order and close the Transaction in accordance with this Agreement.

2.2 Timing of Closing. The Seller and the Purchaser understand and agree that each of them will be taking various actions necessary to satisfy, perform, and fulfill the conditions and contingencies required to close this Transaction and that some conditions and contingencies are subject to various actions that must be completed by persons or entities that are not parties to this Agreement (i.e. entry of the Court Order). It is not possible to predict the precise date on which Closing will occur and Purchaser makes no representations regarding the specific date of Closing.

2.3 Closing Date. The day on which funds representing the Purchase Price (adjusted, if necessary, as provided in Section 1.2) are paid and delivered to the Seller shall be the "Closing Date." All events that are to occur on the Closing Date shall, for all purposes, be deemed to occur simultaneously, except to the extent that a specific order of occurrence is otherwise prescribed herein.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF SELLER

In order to induce Purchaser to enter into this Agreement, pay the Purchase Price and purchase the Periodic Payments, the Seller represents and warrants to the Purchaser as follows:

3.1 Authority and Enforceability. The Seller has all requisite power and authority and has taken all action necessary to execute and enter into this Agreement and each of the Transaction Documents, to conclude the Transaction contemplated in this Agreement, and to perform the Seller's obligations under this Agreement. This Agreement has been, and each of the Transaction Documents has been or will be by Closing, duly executed and delivered by the Seller. This Agreement and each of the Transaction Documents are legal, valid and binding obligations of the Seller enforceable against the Seller in accordance with their terms.

3.2 No Breach or Default; No Violation of Law; No Consents. The execution and delivery by the Seller of this Agreement and the Transaction Documents and the closing of the Transaction does not and will not: (i) constitute a breach of, or result in a default under, the Settlement Documents; (ii) give rise to a right of termination or cancellation under the Settlement Documents; or (iii) breach or violate any existing contract or agreement of the Seller or any obligation of the Seller under any court or administrative orders, writs, judgments or decrees; (iii) violate any statute or regulation; or (iv) except for the court approval referenced in Section 5.5, require the consent, authorization, or approval of any other person, entity, court,

regulatory agency, administrative body, or any federal, state, local or other governmental agency or authority.

3.3 The Settlement Documents. True and correct copies of the Settlement Documents have been, or will be prior to Closing, provided and delivered to Purchaser. These copies of the Settlement Documents are true and correct and include all amendments, supplements, addendums, or modifications to same and have not been changed or altered in any way. None of the Settlement Documents are in default nor have any of them been breached or violated by the parties to same.

3.4 Title to the Periodic Payments. The Seller owns the Periodic Payments free and clear of any Encumbrances. Except as specifically and expressly disclosed to Purchaser in writing prior to entering into this Agreement, Seller has not previously sold, transferred, assigned, pledged, encumbered, mortgaged, or granted a security interest in any of the Periodic Payments or any of the Settlement Payments. Except as specifically and expressly disclosed to Purchaser in writing, none of the Periodic Payments or Settlement Payments have ever been attached, levied, foreclosed upon, seized, restricted, or subjected to garnishment or any other legal process or proceeding. Closing of the Transaction will vest in Purchaser good, marketable and defensible title to the Periodic Payments, free and clear of any and all Encumbrances and shall divest Seller of all right, title, interest, claim, and demand, either at law or in equity, in and to the Periodic Payments.

3.5 Capacity; Marital Status; Proof of Identification. Seller has furnished to Purchaser true, correct and complete documents concerning any prior divorce, annulment, marital separation, marriage, premarital agreement, custody, guardianship, trusteeship, bankruptcy, assignment for benefit of creditors, or other legal proceeding affecting Seller's capacity or ability to enter into or close this Transaction or to transfer or convey title to the Periodic Payments. The true, current marital status of the Seller is set forth in the Due Diligence Disclosure Form executed in connection with this Transaction and the full, true, and correct name and mailing address of Seller's spouse, if any, is also set forth in the Due Diligence Disclosure Form. If Seller has been divorced or if any of Seller's marriages have been annulled prior to the date of this Agreement, Seller has provided to the Purchaser a true, correct, complete and legible copy of the Seller's prior divorce or annulment decree(s) and related property settlement/division documents and agreements. Seller shall provide true and accurate copies of Seller's driver's license and/or government issued ID card and Seller's social security identification card or other evidence of Seller's social security number acceptable to Purchaser in its sole and absolute discretion. Seller shall also provide to Purchaser, if requested by Purchaser, a copy of a check stub or bank record evidencing Seller's receipt of or a direct deposit of a recent Periodic Payment or Settlement Payment, which shall match and/or correspond to the Settlement Documents.

3.6 No Judgments or Actions. Other than those specifically and expressly disclosed to Purchaser by Seller in writing, there are no unsatisfied, outstanding judgments or liens against Seller and there is no action, suit, or proceeding pending or threatened against or affecting the Seller or the Seller's assets, including, without limitation, the Periodic Payments or the Settlement Payments. The Seller has received no notice (whether oral or written) that any such proceeding is pending or contemplated.

3.7 No Brokers. Except as specifically disclosed by the Seller in writing, no broker, agent or finder has acted in connection with this Agreement or the transactions contemplated by this Agreement and no brokerage, sales, or other commission or finder's fee shall be earned, due or payable to any person by the Purchaser in connection with the Transaction.

3.8 Consultation with Advisors; Seller's Creditors. Seller has been advised by the Purchaser to consult with the Seller's financial, accounting, tax and legal advisors in connection with the Transaction and has either (i) consulted with such advisors or (ii) has had the opportunity to do so and has knowingly and voluntarily chosen not to seek such advice. The execution and delivery of this Agreement and the other Transaction Documents by the Seller and the consummation of the Transaction have not been concealed from, and will not hinder, delay, or defraud any creditor of the Seller. To the extent that Seller was required by applicable law to receive, or to the extent that Seller has received, independent professional advice regarding this Transaction, the person or person with whom Seller consulted has been identified by Seller to Purchaser in writing.

3.9 Full Disclosure; No Adverse Facts. The representations and warranties of the Seller in this Agreement and in the other Transaction Documents and the information furnished to the Purchaser and its representatives in connection with the Transaction do not, and will not at Closing, include any untrue or misleading statement of fact. Seller is not aware of any fact or matter which might (i) diminish the value of the Periodic Payments or the rights and benefits of the Purchaser to be acquired under this Agreement; or (ii) impair or delay the Purchaser's ability to receive and collect the Periodic Payments.

3.10 Due Diligence Disclosure Form, Beneficiaries, and Dependents. Seller has completed, signed, and delivered to Purchaser a Due Diligence Disclosure Form in connection with the Transaction. All of the information stated in the Due Diligence Disclosure Form is true and correct as of the date of this Agreement and shall be true and correct at Closing. Seller has disclosed to Purchaser the true and correct identity and age of Seller's spouse and all of his/her minor children and other dependents. Seller has disclosed to Purchaser the true and correct identity of any beneficiary or other person designated by Seller to receive the Settlement Payments and/or Annuity Payments following the death of Seller.

3.11 Prior or Pending Insolvency or Bankruptcy Proceedings, or Other Legal Proceedings. Except as set forth in the Due Diligence Disclosure Form, Seller has not been a party to any bankruptcy, reorganization, receivership, insolvency, or similar proceeding. If Seller has been a party to any such proceeding, Seller has provided to Purchaser a true and correct copy of the Seller's discharge from such proceedings and/or an appropriate court order approving the Transaction contemplated by this Agreement.

3.12 Other Obligations. Other than those obligations specifically and expressly disclosed to Purchaser by Seller in writing, Seller is not in default on any obligation for child support or alimony or for the payment of state, federal, or local taxes, including federal income taxes.

3.13 Other Attempts to Assign; Cessation of Other Negotiations; Exclusivity; Third Party Fee.

(a) Except as specifically and expressly disclosed to Purchaser in writing in connection with this Transaction, Seller has not, and has not attempted to, sell, assign, transfer, or convey any of the Settlement Payments to any other person or entity, nor has Seller attempted to pledge, encumber or mortgage the Settlement Payments with or to any other person or entity. To the extent that Seller has previously had discussions or negotiations with other persons or entities regarding the possible sale, assignment, transfer, mortgage, encumbrance, pledge or other conveyance of the Settlement Payments, Seller hereby represents and warrants that all such discussions or negotiations have ceased and any and all contracts, agreements, letters of intent and other documents relative to said discussions and/or negotiations have been cancelled, terminated, and rescinded. Upon signing this Agreement, Seller shall deal exclusively with Purchaser regarding the Settlement Payments.

(b) Seller understands, acknowledges, and stipulates that in entering into this Agreement, Purchaser is relying upon Seller's representation and covenant that Seller shall deal exclusively with Purchaser regarding the Settlement Payments and the transaction described in this Agreement. Seller

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also understands and acknowledges that Purchaser, upon execution of this agreement, will incur substantial costs in time and expenses, in an attempt to continue and finalize its due diligence requirements, and to secure Court Approval of the agreed upon transaction. Amongst other things, upon execution of this agreement, Purchaser shall immediately initiate proceedings in Court to secure Court approval of the transaction as contemplated in paragraph 5.5. Purchaser may make advances to Seller of a portion of the Purchase Price (but shall have no obligation to do so under this Agreement) pending approval of the transaction by way of the Court Order and closing of the transaction as contemplated herein and shall incur costs and fees in connection with seeking the Court Order. Purchaser and Seller shall use their best efforts to secure the Court Order and close the transaction. In consideration for Purchaser's promises and covenants in this Agreement and in return for Purchaser's promise to promptly initiate proceedings to secure the Court Order, Seller agrees and promises to pay Purchaser a third party transaction fee of \$14,250.00 (the "Third Party Fee"), on or before the day that Seller receives proceeds from Third Party, should Seller desire to pursue an agreement or contract with such a third party relative to a sale, assignment, transfer, conveyance, or encumbrance of all or a portion of the Settlement Payments (a "Third Party Transaction") after Seller signs this Agreement. Seller agrees and acknowledges that any Third Party Fee is reasonable and proper in order to compensate Purchaser for its costs and expenses and is not in the nature of a Penalty. To the extent that any of the Third Party Fee is deemed to be a penalty, Seller expressly agrees that those charges not so deemed a penalty are enforceable. Pursuant to section 7.2 of this agreement, Seller may cancel this Agreement, with no fee. Notwithstanding section 7.2 however, Seller agrees to pay Purchaser said Third Party Fee in the event that Seller enters into an agreement or contract with a Third Party relative to the Settlement Payments. The parties hereby agree that within eighteen (18) months from the date this Agreement becomes effective, for purposes of enforcing this paragraph 3.13 regarding exclusivity and the Third Party Fee, that it shall be presumed that Seller has entered into a Third Party Transaction should Seller enter into a contract with a third party within eighteen (18) months after Seller cancels this Agreement.

(c) Seller agrees that in the event that a Third Party Fee becomes due and owing to Purchaser under this section 3.13, that Purchaser may receive and collect a portion of the proceeds of any Third Party Transaction to which Seller is a party. Seller hereby agrees that Purchaser may contact any third party purchaser involved in a Third Party Transaction and collect the Third Party Fee directly from said third party purchaser. Additionally, Seller grants to Purchaser a security interest in any of the proceeds or expected proceeds of said Third Party Transaction as collateral security for Seller's promises and agreements under this section 3.13 and agrees that Purchaser may intervene in any court proceeding relative to said Third Party Transaction as an interested party and may assert and pursue a claim for the Third Party Fee in said proceeding and may seek to have the Court direct that a portion of the proceeds of said Third Party Transaction be paid to Purchaser in payment of the Third Party Fee. Seller further agrees that any Third Party Fee may be collected by Purchaser pursuant to the terms of the Special Irrevocable Power of Attorney pursuant to which Purchaser may authorize any financial institution in which Seller maintains any funds (a "Bank Account") to remit to Purchaser monies equal in amount to any Third Party Fee. Additionally, Seller hereby grants to Purchaser a security interest in any Bank Account as security for Seller's obligations with respect to any Third Party Fee (including any and all Advances) and authorizes Purchaser to record all appropriate UCC financing statements or other lien document on Seller's behalf against any such Bank Account and to further contact any such financial institution directly in order to enforce the promises and obligations of Seller hereunder.

(d) Notwithstanding section 7.2, in the event Seller fails to honor its promise to sell to the Purchaser the Settlement Payments hereunder for any reason (other than should Seller enter into a Third Party Transaction) and in consideration for Purchaser's promises and covenants in this Agreement and in return for Purchaser's promise to promptly initiate proceedings to secure the Court order, Seller agrees and promises to pay Purchaser a fee in the amount of \$3,000.00 (the "Fee") upon demand made by Purchaser on Seller. Seller agrees and acknowledges that any Fee is reasonable and proper in order to

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compensate Purchaser for its costs and expenses and is not in the nature of a Penalty. To the extent that any of the Fee is deemed to be a penalty, Seller expressly agrees that those charges not so deemed a penalty are enforceable. Seller further agrees that any Fee may be collected by Purchaser pursuant to the terms of the Special Irrevocable Power of Attorney pursuant to which Purchaser may authorize any financial institution to remit to Purchaser from any Bank Account monies equal to any Fee (including all Advances) and authorizes Purchaser to record all appropriate UCC financing statements or other lien document on Seller's behalf against any such Bank Account and to further contact any such financial institution directly in order to enforce the promises and obligations of Seller hereunder.

(e) Seller agrees and acknowledges that any other amounts received by Seller from Purchaser on a transaction (i) that were paid by Purchaser to Seller in error for any reason, (ii) where subsequent to such receipt of funds by Seller a Court Order is vacated or otherwise overturned or rendered void for any reason and/or (ii) that were received by Seller directly from the annuity issuer and which should have been paid directly to Purchaser under any Court Order (collectively, the "Other Amounts, may be collected by Purchaser pursuant to the terms of the Special Irrevocable Power of Attorney pursuant to which Purchaser may authorize any financial institution to remit to Purchaser from any Bank Account monies equal to any other amounts and authorizes Purchaser to record all appropriate UCC financing statements or other lien document on Seller's behalf against any such Bank Account and to further contact any such financial institution directly in order to enforce the promises and obligations of Seller hereunder. Seller agrees and acknowledges that it is reasonable and proper to compensate Purchaser for the costs related to any other amounts, and such compensation is not in the nature of a Penalty. To the extent that any other amounts are deemed to be a penalty, Seller expressly agrees that those charges not so deemed a penalty are enforceable.

3.14 Disclosure Statement. Seller acknowledges that Purchaser has previously provided to Seller a disclosure statement prepared and delivered in accordance with applicable law which sets forth certain of the main terms of the Transaction. Seller has read and understands said disclosure statement and has had the opportunity to review and discuss the disclosure statement and this Transaction with an attorney, CPA, accountant, or other professional advisor of Seller's choice. To the extent that applicable law requires Seller to consult with an attorney, CPA or other licensed professional advisor regarding the Transaction, Seller has done so and has disclosed to Purchaser, in writing, the name and address of such advisor.

3.15 Place of Residence. Seller represents and warrants that Seller resides in the State designated on page 1 of this Agreement.

ARTICLE 4

ADDITIONAL AGREEMENTS OF THE SELLER

4.1 Duty to Cooperate; Periodic Payments Held in Trust; Guaranty. Upon Closing of the Transaction, the Seller shall cooperate with and shall take all reasonable action necessary to provide the Purchaser the practical benefits of the bargain under this Agreement, specifically including, without limitation, the duty to deliver immediately to the Purchaser any checks, funds or other form of payment made under the Settlement Documents which may be hereafter received by the Seller or anyone (other than the Purchaser) claiming by or through the Seller, to the extent that such payment constitutes a Periodic Payment. Any such Periodic Payment that is at any time received by the Seller or any person claiming by, through, or under the Seller (directly or indirectly) shall be received and held by the Seller (or such other person) in trust for the benefit of the Purchaser. The Seller shall immediately deliver and pay such Periodic Payments to the Purchaser. After Closing, the Seller shall have no interest in any Periodic

Payment other than that of a trustee for the benefit of the Purchaser. Seller hereby guarantees the prompt performance of all of the duties and obligations set forth herein and in all of the Transaction Documents.

4.2 Seller's Protection of Third Parties. The Seller releases and waives all claims and objections against each of the Annuity Issuer, the Annuity Owner, the Settlement Obligor and any other person, entity, or party obligated under the Settlement Documents to make the Settlement Payments, the Annuity Payments, and the Periodic Payments (collectively the "Obligors") for (i) making the Periodic Payments to the Purchaser following entry of the Court Order contemplated in Section 5.5 and Closing of the Transaction; (ii) for allowing, permitting, facilitating, not opposing, and/or cooperating with the Purchaser and Seller in connection with the Transaction and this Agreement and entry of the Court Order; (iii) for not appearing or objecting in the proceeding in which the Court Order was entered; (iv) for failing or refusing to assert any claim that the Periodic Payments were not transferable or assignable; and (v) for honoring the Court Order. Seller agrees to indemnify, hold harmless and defend the Obligors in connection with the releases and waivers set forth in this section 4.2 and from and against any future claims to or against the Periodic Payments by any person other than the Purchaser or the Purchaser's lawful assigns.

4.3 Access to Information. The Seller agrees and hereby authorizes the Purchaser to obtain and perform credit checks and obtain credit reports on the Seller and secure and perform other information and investigations including, without limitation, lien searches, searches for abstracts of judgments or other claims against the Seller, criminal background checks, checks of court records, and contacting Seller's present and previous employers, landlords, creditors, and references. Seller hereby authorizes Purchaser to contact the Settlement Obligor, the Annuity Issuer, and/or the Annuity Owner and any other person or entity obligated to make the Settlement Payments and/or Annuity Payments to verify any and all information relative to the Settlement Payments and/or the Annuity Payments. Seller hereby authorizes, directs, instructs, and consents to the release by the Settlement Obligor, the Annuity Issuer, and/or the Annuity Owner and any other person or entity obligated to make the Settlement Payments and/or Annuity Payments of any and all information to Purchaser relative to the Settlement Documents, the Settlement Payments, and/or the Annuity Payments. The Purchaser shall be under no duty or obligation to perform any such check or investigation and the Seller shall place no reliance on the Purchaser's actions in doing so. Seller further authorizes and consents to Purchaser recording and/or registering information regarding this transaction in the National Association of Settlement Purchasers Anti-Fraud database.

4.4 Disclosure of Misrepresentations and Breaches. The Seller shall immediately notify the Purchaser if any of the representations or warranties of the Seller in this Agreement or any of the Transaction Documents are determined by the Seller to have been incorrect, inaccurate, or misleading when they were made, or which are later determined by the Seller to be incorrect, inaccurate or misleading.

4.5 Further Assurances. Seller shall promptly execute all other documents, and perform or refrain from performing such additional acts, as may be necessary or reasonably requested by the Purchaser to conclude the Transaction and to assure the Purchaser's receipt of all of the benefits of the Transaction, including the Periodic Payments.

4.6 This is Not a Loan. THE SALE OF THE PERIODIC PAYMENTS BY THE SELLER TO THE PURCHASER IS AND SHALL CONSTITUTE AN ABSOLUTE AND IRREVOCABLE ASSIGNMENT AND CONVEYANCE BY THE SELLER TO THE PURCHASER OF THE PERIODIC PAYMENTS, AND THE SELLER ACKNOWLEDGES AND AGREES THAT THIS TRANSACTION IS NOT INTENDED IN ANY RESPECT TO BE A LOAN FROM THE PURCHASER TO THE SELLER OR TO CREATE ANY TYPE OF LENDER/BORROWER RELATIONSHIP, PARTNERSHIP OR OTHER JOINT OWNERSHIP

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ARRANGEMENT BETWEEN THE SELLER AND THE PURCHASER. UPON THE CLOSING OF THIS TRANSACTION THE SELLER SHALL HAVE NO RIGHT OR ABILITY TO FINANCE OR REFINANCE THE PERIODIC PAYMENTS WITH PURCHASER OR ANY OTHER PERSON OR ENTITY.

4.7 Prior or Other Negotiations To the extent that Seller has previously engaged in negotiations or discussions or has signed or executed a contract with other parties or entities regarding the sale, assignment, transfer, conveyance, mortgage, encumbrance, or pledge of the Periodic Payments, Seller has terminated all such negotiations or discussions and/or has canceled and rescinds all contracts, or agreements with such parties or entities. By signing this Agreement, Seller hereby authorizes Purchaser to rescind, terminate and cancel, on Seller's behalf, all discussions, negotiations, contracts, and agreements with such persons or entities. Seller agrees to work and deal exclusively with Purchaser regarding a sale of the Periodic Payments and secure the Court Order.

4.8 Beneficiaries. Seller acknowledges and agrees that Purchaser shall be entitled to receive the Periodic Payments to the exclusions of any beneficiary, heir, executor, representative, or dependent of Seller. To the extent deemed necessary by Purchaser and/or if requested by Purchaser, Seller shall execute and sign any document, agreement, waiver, beneficiary change, or other document to reflect, evidence, and confirm that Purchaser shall be entitled to receive the Periodic Payments to the exclusion of Seller and/or Seller's heirs, beneficiaries, representatives, dependents, and executors. Upon consummation of this Transaction, entry of the Court Order, and Closing, Seller and Purchaser agree, acknowledge and confirm that Seller and any beneficiary, heir, executor, representative and/or dependent of Seller shall be absolutely and forever divested of any right, title, claim or interest in the Periodic Payments.

4.9 No Special Relationship with Purchaser. Seller acknowledges that Purchaser is not Seller's agent, representative, or fiduciary and Seller is not Purchaser's customer or client and the only relationship by and between Seller and Purchaser is an arms length relationship of seller and purchaser under this Agreement.

ARTICLE 5

CONDITIONS TO CLOSING

The obligations of the Purchaser to effect the Transaction contemplated in this Agreement shall be subject to the performance and satisfaction, prior to the Closing Date, of each of the following conditions, unless waived in writing by the Purchaser:

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

- (i) This Agreement, along with all required schedules, exhibits and addendums hereto;
- (ii) The Seller's Affidavit certifying certain information about the Seller, in form and substance acceptable to Purchaser, in its sole and absolute discretion;
- (iii) The original or true and accurate copies of the Settlement Documents;
- (iv) A signed Spousal Consent form; copies of prior divorce and/or annulment decrees, including property divisions and settlements; a current driver's license or government issued ID card; a social

security card or other evidence or Seller's social security number, acceptable to Purchaser, in its sole and absolute discretion; if requested by Purchaser, copies of a recent check, payment stub or bank account records and statements showing a deposit to Seller's account a recent Settlement Payment

(v) A completed and signed Due Diligence Disclosure Form;

(vi) Executed Irrevocable Special Power of Attorney in favor of the Purchaser, its successors, assigns or designees, and granting, among other powers, the power to endorse and negotiate all checks and other instruments distributed by the Annuity Issuer, or other person, in payment of the Periodic Payments, as provided herein;

(vii) Executed copies of all other agreements, documents, instruments, certificates, opinions of counsel, reports or other writings of any nature whatsoever required by this Agreement or deemed necessary, advisable or desirable by Purchaser to consummate the Transaction.

5.2 Representations And Warranties. All of the Seller's representations and warranties in this Agreement shall be true and correct on and as of the Closing Date with the same effect as though such representations and warranties were made on and as of the Closing Date. All of the Seller's representations and warranties set forth in this Agreement shall survive the Closing and shall remain effective during the Term of this Agreement.

5.3 Performance Of Obligations. The Seller shall have performed, observed, satisfied, and complied with all covenants under this Agreement and the Transaction Documents on or before the Closing Date.

5.4 Absence of Liens. The Purchaser shall perform, at its own expense, such credit checks and lien searches on the Seller as the Purchaser deems necessary. Seller grants to, Purchaser the right to offset from any sums due to the Seller the amount of any lien, or other obligation of Seller that Purchaser determines may affect Purchaser's title to and/or her rights to receive the Periodic Payments. If requested by Purchaser, Seller agrees to obtain confirmation from the IRS or other taxing authorities that there are no outstanding federal, state or local tax liabilities (whether income tax or otherwise) beyond the current tax year in which this Agreement shall be executed.

5.5 Court Approval of the Transaction. Seller understands and acknowledges that the Transaction contemplated by this Agreement must be approved by a court of competent jurisdiction in accordance with an applicable state transfer statute of a state of the United States of America and must be structured, consummated, closed and approved in accordance with certain applicable laws of the United States of America. A further condition and contingency to the Closing of the Transaction is that the Purchaser and/or the Seller shall have procured and/or received a court order, judgment, or decree (the Court Order, as previously defined) approving the sale, assignment, and transfer of the Periodic Payments to Purchaser. Seller shall cooperate with and assist Purchaser, in all respects, to secure said Court Order. If the Court Order is denied, Purchaser may, but shall have no obligation to, appeal such denial. If, however, Purchaser does pursue an appeal of such denial, Seller shall fully cooperate and assist Purchaser in connection with said appeal.

5.6 Other Requirements. Such other requirements as Purchaser may in writing inform Seller, in Purchaser's sole discretion, are required to be satisfied.

ARTICLE 6

WAIVER OF RESTRICTIONS; INDEPENDENT ADVICE; EXEMPTIONS; INDEMNITIES

6.1 Restrictions on Assignability. Seller acknowledges that, to the extent that the Settlement Documents purport to contain any restriction on the ability, right, or power of the Seller to assign, sell, transfer, mortgage, encumber, alienate, or convey the Periodic Payments, that such restrictions were included in the Settlement Documents for Seller's benefit and not for the benefit or protection of any other person. Seller, on behalf of himself and his heirs, beneficiaries, executors, administrators, successors, and legal representatives, hereby WAIVES AND RELEASES all rights and benefits of the Seller in, to, or under, any and all restrictions on assignability contained in the Settlement Documents. To the extent that any such restrictions were included to insure favorable tax treatment or benefits for the Seller or for any other purpose, Seller acknowledges that Seller is not relying upon any representation or warranty of the Purchaser with respect to the tax consequences of the Transaction or the waiver contained herein.

6.2 Independent Advice. Seller acknowledges and agrees that (i) Seller has had the opportunity to receive legal, tax, financial, accounting and/or business or personal advice regarding the Transaction from Seller's own legal, tax, financial, accounting and/or other advisors and has either received such advice or has knowingly and voluntarily waived and declined the opportunity to seek such advice; (ii) Seller has not received any financial, accounting, tax, legal, business, or other advice from the Purchaser; and (iv) Seller has relied solely upon the advice of Seller's own financial, accounting, tax, legal, business and other advisors in entering into this Agreement and consummating the Transactions. SELLER FURTHER ACKNOWLEDGES THAT SELLER IS FULLY AWARE OF THE ECONOMIC CONSEQUENCES OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT. THIS IS AN IMPORTANT FINANCIAL TRANSACTION AND SELLER SHOULD CONSULT WITH HIS/HER OWN ADVISORS REGARDING SAID TRANSACTION.

6.3 Waiver of Exemptions. Seller has signed this Agreement and is entering into this Transaction of his own free will and volition and hereby expressly and voluntarily WAIVES and RELEASES all rights and benefits of Seller in, to, or under all applicable laws and statutes and all provisions and principles of the common law, regulations, and any constitution which purport to exempt the Periodic Payments and/or any payments due or payable under the Settlement Documents from any claims or damages by, through or on behalf of Purchaser or its successors or assigns or which exempt the Periodic Payments from execution, attachment, garnishment, seizure or other process by Purchaser, which may be necessary to enforce this Agreement or allow Purchaser to receive the practical benefits of the Transaction.

6.4 Indemnities. The Seller further agrees and covenants (both for Seller and on behalf of Seller's heirs, executors, administrators, representatives, successors, and assigns): (i) to release, indemnify and hold the Purchaser harmless from any claim that the Periodic Payment Rights were not assignable; (ii) to never claim, either in a suit or in the defense of an action by the Purchaser or any other person, that the Periodic Payment Rights were not assignable.

6.5 Seller's Protection of Third Parties. Seller acknowledges that the Settlement Agreement, Annuity and/or other Settlement Documents may contain provisions that restrict or purport to restrict the assignment of the Periodic Payments. Seller hereby (i) releases the Annuity Owner, the Annuity Issuer, the Settlement Obligor and all other persons or entities obligated to make the Periodic Payments pursuant to the terms of the Settlement Agreement and/or Annuity from any claims, causes of action, or liability, for complying with Seller's instructions regarding the Periodic Payments; (ii) releases and waives all claims, causes of action, or liability against the Annuity Owner, the Annuity Issuer, and Settlement Obligor and

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all other persons or entities obligated to make the Periodic Payments for failing and refusing to oppose the Transaction based on the presence of anti-assignment or anti-encumbrance language in the underlying Settlement Documents or for any other reason; (iii) for making and sending the Periodic Payments to Purchaser in accordance with the terms of this Agreement and the Court Order; (iv) for allowing, permitting, facilitating, cooperating with, and/or not opposing the Transaction and entry of the Court Order; (v) for not appearing or objecting in the proceeding in which the Court Order was entered; (vi) for failing or refusing to assert that any claim, defense, or position that the Periodic Payments were not transferable or assignable; and (vii) for honoring and complying with the Court Order. Seller and Purchaser acknowledge and agree that the Annuity Owner, Annuity Issuer, and/or Settlement Obligor will discharge their obligation to make the Periodic Payments due under the Settlement Agreement and/or Annuity by delivering said Periodic Payments to Purchaser in accordance with this Agreement and the Court Order. Seller agrees to indemnify, hold harmless, and defend the Obligors in connection with the releases and waivers set forth in this section 6.5. Seller and Purchaser agree to indemnify, hold harmless, and defend Obligors from and against any future claims to or against the Periodic Payments by any person or entity other than the Purchaser and the Purchaser's successors and assigns. Seller agrees that this protection of third parties shall be binding upon Seller and Seller's heirs, executors, administrators, representatives, successors, estate, and any person or entity claiming by, through or under Seller (directly or indirectly), and shall survive the consummation of this Agreement.

ARTICLE 7

TERMINATION & RESCISSION

7.1 Termination. Unless otherwise provided by applicable law or unless agreed or extended in writing by the Purchaser and the Seller, this Agreement shall automatically terminate one hundred eighty (180) days from the date hereof if any condition to the Purchaser's obligations hereunder has not been satisfied prior to that date, unless the failure to satisfy such conditions is the result of a material breach of this Agreement by the Seller. Provided, however, that if the Purchaser has filed and is working to secure the Court Order, then this Agreement may not be terminated by Seller until and unless the Court Order proceeding is resolved and decided, one way or another, except with the written consent of Purchaser. Purchaser may terminate this Agreement at anytime, even after the proceeding to secure the Court Order has been filed. In the event of termination of this Agreement as provided in this Article, this Agreement shall forthwith become void and of no further force or effect, and there shall be no liability or obligation on the part of any of the parties hereto or any of their respective officers, directors, employees, agents, attorneys, partners, trustees, affiliates, or associates, except that the obligations of the parties set forth in Articles 6, 7 and 8 shall survive the termination of this Agreement for a period of five (5) years from and after the date of termination hereof, and except that the obligations of the parties set forth in Article 3, Section 3.13, shall survive the termination of this Agreement for a period of eighteen (18) months from and after the date of termination hereof. To the extent that the termination of this Agreement results from the willful breach by the Seller of any of the Seller's representations, warranties, covenants or agreements set forth in this Agreement, nothing herein shall prejudice the ability of the Purchaser from seeking damages from the Seller for any breach of this Agreement, including, without limitation, attorneys' fees and the right to pursue any remedy at law or in equity, subject to and in accordance with applicable law.

7.2 Rescission. Unless prohibited, expanded, or otherwise provided by applicable law, Seller shall have a three (3) day right of rescission after execution of this Agreement, during which Seller may rescind and cancel this Agreement without any further duty, liability, or obligation to Purchaser. If applicable law provides for a longer period during which the Seller may rescind this Agreement, then Seller shall have

until the end of the time period provided by applicable law to rescind and cancel this Agreement without any further duty, liability, or obligation to Purchaser. Seller must exercise any right of rescission by notifying Purchaser, in writing, of Seller's intent to rescind and cancel this Agreement within the time period provided by this section 7.2 or applicable law, as the case may be. Notice of Seller's intent to rescind and/or cancel the contract shall be timely as long as it is delivered to Purchaser or post-marked by the deadline for exercising such right of rescission and cancellation.

ARTICLE 8

GENERAL PROVISIONS

8.1 Notices. Any notice or demand given under this Agreement shall be given by (i) hand delivering it, (ii) mailing it by certified or registered mail, postage prepaid, return receipt requested, or (iii) overnight courier service such as Federal Express, in each case addressed to the Purchaser or to the Seller, at the addresses set forth on page 1 of this Agreement or at such other place as either party may specify in writing to the other party.

8.2 Governing Law. This Agreement, the Transaction Documents, and the rights, duties, and obligations of the parties under said documents and agreements, shall be governed, interpreted, construed, and enforced in accordance with the laws of PA and the United States of America. Venue for any cause of action arising out of a breach of this Agreement shall be proper in the State or Commonwealth of PA.

8.3 Entire Agreement. This Agreement, the exhibits, and the Transaction Documents set forth the entire agreement of the Seller and the Purchaser with respect to the Transaction and supersede all prior agreements, arrangements, and understandings relating to the Transaction, whether oral or written.

8.4 Amendment; Waiver. This Agreement and the Transaction Documents may be amended, modified, superseded or canceled, and any term, provision, or obligation of this Agreement and the Transaction Documents may be waived, by a written instrument signed by the parties to same. In the case of a waiver of an obligation, term, or provision of this Agreement, any such waiver must be in writing and signed by the party waiving compliance with same. The failure of any party to require performance of any provision of this Agreement or any of the Transaction Documents shall in no way affect the right to enforce the same. No waiver by any party of any condition contained in this Agreement or any of the Transaction Documents, or of the breach of any term, provision, representation, warranty or covenant of same shall be deemed to be or construed as a further or continuing waiver of any such condition or breach, or as a waiver of any other condition or of the breach of any other term, provision, representation, warranty or covenant.

8.5 Severability. If any provision of this Agreement or any Transaction Document is held to be to any extent unenforceable or invalid then the parties hereto agree that such provision shall be deemed to be modified for purposes of performance of this Agreement or any Transaction Document to the extent necessary to render it lawful and enforceable, or if such a modification is not possible without materially altering the intention of the parties hereto, then such provision shall be severed from the agreement or document for purposes of the performance or enforcement of same. The validity of the remaining provisions of the Agreement and the Transaction Documents shall not be affected by any such modification or severance. Any such finding of unenforceability or invalidity of a provision of this Agreement in any given jurisdiction shall not prevent the enforcement of any such provision or any other provision of this Agreement in any other jurisdiction to the maximum extent permitted by law.

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8.6 Availability of Equitable Remedies. Since a breach of the provisions of this Agreement by the Seller could not adequately be compensated by money damages, the Purchaser shall be entitled, either before or after the Closing, in addition to any other right or remedy available to the Purchaser, to an injunction restraining such breach or a threatened breach and to specific performance of any such provision of this Agreement, and in either case, no bond or other security shall be required in connection therewith, and the Seller hereby consents to the issuance of such injunction and to the ordering of specific performance.

8.8 Attorneys' Fees and Court Costs. In the event of any action at law or in equity between the parties hereto to enforce any of the provisions hereof, the unsuccessful party to such action or litigation shall pay to the successful party all costs and expenses, including, without limitation, actual attorneys' fees expended or incurred in connection therewith by such successful party; and if the successful party shall recover judgment in any such action or proceeding, such costs, expenses and attorneys' fees may be included in and as a part of such judgment.

8.9 Headings; Gender; Numbers; Interpretation. All of the headings contained in this Agreement are for purposes of convenience or reference only, and shall not be deemed to be a part of this Agreement or to affect the meaning, construction, interpretation or scope of this Agreement or any of the provisions hereof in any way. All references in this Agreement to the masculine, feminine, or neuter gender, shall, where appropriate, be deemed to include all other genders. All plurals used in this Agreement or any Transaction Document shall, where appropriate, be deemed to be singular, and vice versa, and shall refer solely to the parties hereto except where otherwise specifically provided. The normal rule of contractual construction that any ambiguities in a contract are to be resolved against the drafting party shall not be used in the interpretation of this Agreement, any of the Transaction Documents, or any amendments or exhibits to same and no presumptions regarding the interpretation of said documents and agreements shall be made as a result of the drafting of said agreement and documents.

8.10 Survival. All of the representations, warranties, covenants, agreements, indemnifications, obligations, duties, and liabilities of the Seller and the Purchaser set forth in this Agreement and the other Transaction Documents shall survive until the fifth (5th) anniversary of the Purchaser's actual receipt of good funds representing the last of the Periodic Payments, and shall not be deemed merged into the Transaction Documents.

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

8.12 Purchaser's Right to Assign. The Purchaser (and each and any assignee of the Purchaser) may assign all of its right, title, and interest in and to this Agreement, the other Transaction Documents, the Annuity, the Settlement Documents, and the Periodic Payments either before or after the Closing and without any requirement of prior consent from or notice to the Seller. Without limiting the generality of the foregoing, the Seller shall upon request of the Purchaser or any assignee of the Purchaser execute and

deliver any such documents as the Purchaser or any such assignee may require to effectuate and consummate the transactions contemplated hereby.

8.13 Recitals Incorporated. Each of the recitals to this Agreement is hereby incorporated and included in this Agreement by this reference, as if fully set forth at length.

8.14 Holdback. In the event that the Closing occurs within sixty (60) days of the first scheduled monthly payment of the Periodic Payments, Purchaser may, in its discretion at Closing, hold in Purchaser's bank account and deduct from the Purchase Price, an amount equal to no more than the first two (2) monthly payments to be received by Purchaser hereunder. Upon the receipt by Purchaser of the first monthly payment from the Annuity Owner (thereby insuring the effective change of Payment address), Purchaser shall immediately release such funds withheld from the Purchase Price to the Seller. Purchaser shall have the right to retain funds sufficient to cover any payments not received by Purchaser.

8.15 Multiple Originals. This Agreement may be executed in multiple originals, each of which shall be deemed an original Agreement.

8.16 Usury Savings Clause. THIS IS NOT A LOAN. It is the intention of Purchaser and Seller that the provisions of this Agreement constitute a purchase and sale of all of Seller's right, title and interest in and to the Periodic Payments and it is not, nor should it be construed as, a loan. Nonetheless, in order to protect against any conceivable determination that the conveyance was not effective, it is the intent of Purchaser and Seller to conform to and contract in strict compliance with applicable usury law from time to time in effect. All agreements between Purchaser and Seller are hereby limited by the provisions of this paragraph which shall override and control all such agreements, whether now existing or hereafter arising and whether written or oral. In no way, nor in any event or contingency (including but not limited to prepayment, default, demand for payment, or acceleration of the maturity of any obligation) shall the rate of interest taken, reserved, contracted for, charged or received under this Agreement or otherwise, exceed the Maximum Lawful Rate (defined below). If, from any possible construction of any document, interest would otherwise be payable in excess of the Maximum Lawful Rate, any such construction shall be automatically reformed and the interest payable shall be automatically reduced to the Maximum Lawful Rate, without the necessity of execution of any amendment or new document. As used herein, the term "Maximum Lawful Rate" means the maximum nonusurious rate of interest per annum permitted by whichever of applicable United States federal law or applicable state law permits the higher interest rate.

8.17 Right of First Refusal. Seller agrees that during the Term, Seller will not sell, assign, borrow against, pledge, or otherwise encumber any one or more of the Settlement Payments not included in the Periodic Payments assigned to Purchaser without first giving Purchaser written notice of the terms of any such proposed loan or sale, whether such proposal was made orally or in writing. If, within ten (10) business days of receiving such notice, Purchaser informs Seller that it elects to match the terms of any such proposed loan or sale, then Seller shall execute all documents necessary to consummate such transaction with Purchaser on those terms. The foregoing right of first refusal shall survive the exercise of any right of cancellation or rescission that Seller or Purchaser may have under this Agreement, or applicable law. This right of first refusal is assignable by Purchaser, however Purchaser may elect, at its sole option, not to permit the assignment of this right of first refusal upon the assignment of this Agreement, in which event this right of first refusal shall remain the property of Purchaser.

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

SELLER:

Tena R. Jacox
Tena R. Jacox

1-13-06
Date

Acknowledgment For

State Of PENNSYLVANIA)
County Of CLEARFIELD)

SS:

I, a Notary Public of the County and State aforesaid, do hereby certify that TENA R. JACOX whose name is signed to the foregoing Purchase Agreement bearing a date of JAN. 13, 2006, has this day acknowledged the same before me and that said signatory has signed said Purchase Agreement as said signatory's free act and deed. Given under my hand this 13th day of JANUARY, 2006.

William A. Shaw
Notary Public
State of PENNSYLVANIA

Print Name Here: _____

My Commission Expires: _____

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2010
Clearfield Co. Clearfield, PA

PURCHASER: Structured Settlement Investments, LP

By: _____

Date

Its: _____

PURCHASE AGREEMENT -- Page 16 of 17

TRJ
Initials

EXHIBIT A TO PURCHASE AGREEMENT

1. DATE OF PURCHASE AGREEMENT: 12/05/2005
2. PARTIES TO PURCHASE AGREEMENT:
 - A. Seller -- Tena R. Jacox, 1811 Daisy St. Ext., Clearfield, PA, 16830, SSN: 189-52-3255,
Phone: 814-765-9506
 - B. Purchaser -- Structured Settlement Investments, LP
4629 State Road
Drexel Hill, PA 19026
3. ANNUITY DOCUMENTS INFORMATION:
 - A. Annuity Issuer: Metropolitan Life Insurance Company
 - B. Annuity Owner: Metropolitan Insurance and Annuity Company
 - C. Annuity Policy#: Group#:8298 Cert#:37073
 - D. Annuity Payments: As stated in the annuity contract (or similar document) set forth as Exhibit B to this Agreement
4. PERIODIC PAYMENTS: 14 annual payments of \$8,376.00 commencing 02/25/2006 through and including 02/25/2019.
5. PURCHASE PRICE: \$57,000.00
6. ALLOCATION OF PURCHASE PRICE: (set forth amount of purchase price allocated to each payment)

Payment Date	Payment Amount	Present Value
02/25/06	\$8,376.00	\$8,144.57
02/25/07	\$8,376.00	\$7,180.14
02/25/08	\$8,376.00	\$6,329.92
02/25/09	\$8,376.00	\$5,580.37
02/25/10	\$8,376.00	\$4,919.58
02/25/11	\$8,376.00	\$4,337.04
02/25/12	\$8,376.00	\$3,823.48
02/25/13	\$8,376.00	\$3,370.73
02/25/14	\$8,376.00	\$2,971.59
02/25/15	\$8,376.00	\$2,619.71
02/25/16	\$8,376.00	\$2,309.51
02/25/17	\$8,376.00	\$2,036.03
02/25/18	\$8,376.00	\$1,794.94
02/25/19	\$8,376.00	\$1,582.39

This Exhibit A is incorporated into and made a part of the Purchase Agreement to which this Exhibit A is attached, and the other Transaction Documents as if fully set forth and incorporated into said agreements, contracts, and documents, at length. Seller acknowledges that it is his/her intent to assign, sell, transfer, and convey to Purchaser the Periodic Payments described above. Seller acknowledges that the closing and funding of the Transaction described herein and in the Transaction Documents is expressly contingent upon entry of a Court Order, as described in section 5.5 of the Purchase Agreement.

PA TRANSFER DISCLOSURE
Payee Tena R. Jacox resident of: PA;

- A. The effective date of the PURCHASE AGREEMENT shall be deemed to be the date that the Agreement is signed by the payee.**
- B. Amounts and due dates of the structured settlement payments to be transferred: 14 annual payments of \$8,376.00 commencing 02/25/2006 through and including 02/25/2019.**
- C. Aggregate amount of the structured settlement payments to be transferred: \$117,264.00**
- D. Gross amount of all expenses, if any, to be deducted from the amount to be paid to the payee in exchange for the payments to be transferred: \$0. No other amounts will be deducted from the Purchase Price unless, subsequent to the date of this disclosure, (i) the payee, in writing, requests Purchaser to advance some portion of the Purchase Price or pay some expense on the Payee's behalf and (ii) the Payee consents, in writing, to have such advance or expenses deducted from the purchase price.**
- E. Amount payable to Payee, net of all expenses, in exchange for the payments to be transferred: \$57,000.00. No other amounts will be deducted from the Purchase Price unless, subsequent to the date of this disclosure, (i) the payee, in writing, requests Purchaser to advance some portion of the Purchase Price or pay some expense on the Payee's behalf and (ii) the Payee consents, in writing, to have such advance or expenses deducted from the purchase price.**
- F. Discounted present Value of the payments: \$84,208.82; determined by applying the most recently published (discount) rate of 5.40% as of 12/05/2005.**
- G. YOU WILL BE PAYING THE EQUIVALENT INTEREST RATE OF 13.434% PER YEAR.**

Based on the net amount that you will receive from us and the Amounts and timing of the structured settlement payments that you Are transferring to us, if the transferred structured settlement payments were installment payments on a loan, with each payment applied first to accrued unpaid interest and then to principal, it

would be as if you were paying interest to us of 13.434% per year, assuming funding on the effective date of transfer.

- H. The quotient (67.689)% obtained by dividing the net payment amount by the discounted present value of the payments.**
- I. You (the Payee) may cancel the Transfer agreement at no cost or Further Obligation by providing written notice of cancellation to:**
Structured Settlement Investments, LP
4629 State Road
Drexel Hill, PA 19026
You may cancel the Transfer up to 10 business days from the date upon which you executed this disclosure.

If you redirect this transfer, pursuant to the provisions of Paragraphs 3.13(b) and 3.13(c) of the Purchase Agreement you agree to pay our reasonable costs of relying upon this agreement in the amount of 25% of the amount payable to the payee or \$14,250.00, which covers our administrative and legal expenses of seeking court approval for this transfer. In addition, if you cancel this agreement for any other reason (other than pursuant to the provision of Paragraph 7.2 of the Purchase Agreement) after 10 business days from the date upon which you executed this disclosure, you agree to pay our reasonable fee of \$3,000.00.

- J. You have the right to obtain independent Professional advice regarding any federal and state income tax consequences arising from the proposed transfer, in addition to having the right to seek counsel regarding the proposed transfer and petition. You may chose to waive the right to seek such professional advise if you wish to do so by advising us in writing.**
- K. IF YOU FEEL THAT YOU WERE TREATED UNFAIRLY UPON ENTERING INTO THIS AGREEMENT, YOU SHOULD REPORT THOSE CIRCUMSTANCES TO YOUR LOCAL DISTRICT ATTORNEY OR THE OFFICE OF THE ATTORNEY GENERAL.**
- L. Payment to the Payee pursuant to the transfer agreement is contingent upon court approval of the transfer agreement.**

M. Payment to Payee pursuant to the transfer agreement will be delayed up to 30 days or more in order for the court to review and approve the transfer agreement.

N. Payee acknowledges receipt of, and acknowledges to have read and understood, the above disclosure statement and information required to be disclosed by Payee's applicable state statute(s).

Initials T. R. J.

Tena R. Jacox
Tena R. Jacox

1-13-06
Date

EXHIBIT
"B"

TENA R. JACOX
1811 Daisy Street Ext.
Clearfield, PA 16830
Pro Se

DUGALIC & LANDAU, LLC
Mark Landau, Esquire
Attorney I.D. No. 90757
634 Ridgewood Rd.
Upper Darby, PA 19082
(610) 352-1322

Attorneys for Joint Petitioner Structured Settlement Investments, LP

**IN RE: TENA R. JACOX &
 STRUCTURED SETTLEMENT
 INVESTMENTS, LP**

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
:
: _____, 2005
:
: No. _____

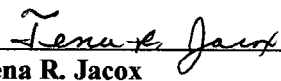
**NOTICE OF PROPOSED TRANSFER
PURSUANT TO 40 P.S. 4000**

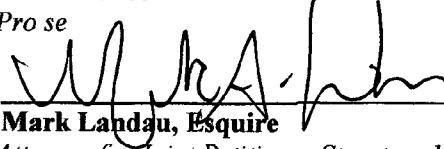
Joint Petitioners in this matter, Tena R. Jacox and Structured Settlement Investments, LP, hereby furnish this Notice to Metropolitan Insurance & Annuity Company and any other interested party of the proposed Transfer of Structured Settlement, as more fully set forth in the Petition intended to accompany this Notice. The transferee's name, address and taxpayer identification are as follows:

Structured Settlement Investments, LP
4629 State Rd.
Drexel Hill, PA 19026
Tax I.D. No. 20-2305335

The purpose of this Notice is to give you the opportunity to support, oppose or otherwise respond to the Petition, either in person or by counsel, by submitting written comments to the Court or by participating in the hearing. You will be further notified of the time and place of the hearing, which will occur not sooner than 20 days hereof.

Date: 4/3/2006.



Tena R. Jacox
Pro se


Mark Landau, Esquire
Attorney for Joint Petitioner Structured Settlement Investments, LP

TENA R. JACOX
1811 Daisy Street Ext.
Clearfield, PA 16830
Pro Se

DUGALIC & LANDAU, LLC
Mark Landau, Esquire
Attorney I.D. No. 90757
634 Ridgewood Rd.
Upper Darby, PA 19082
(610) 352-1322

Attorneys for Joint Petitioner Structured Settlement Investments, LP

**IN RE: TENA R. JACOX &
STRUCTURED SETTLEMENT
INVESTMENTS, LP**

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS
:
: _____, 2005
:
: No. _____

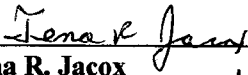
**NOTICE OF PROPOSED TRANSFER
PURSUANT TO 40 P.S. 4000**

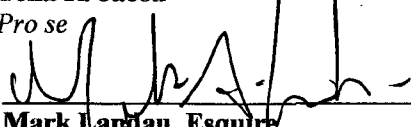
Joint Petitioners in this matter, Tena R. Jacox and Structured Settlement Investments, LP, hereby furnish this Notice to Metropolitan Life Insurance Company and any other interested party of the proposed Transfer of Structured Settlement, as more fully set forth in the Petition intended to accompany this Notice. The transferee's name, address and taxpayer identification are as follows:

Structured Settlement Investments, LP
4629 State Rd.
Drexel Hill, PA 19026
Tax I.D. No. 20-2305335

The purpose of this Notice is to give you the opportunity to support, oppose or otherwise respond to the Petition, either in person or by counsel, by submitting written comments to the Court or by participating in the hearing. You will be further notified of the time and place of the hearing, which will occur not sooner than 20 days hereof.

Date: 4/3/2006.



Tena R. Jacox
Pro se


Mark Landau, Esquire
*Attorney for Joint Petitioner Structured
Settlement Investments, LP*

EXHIBIT
"C"

IMPORTANT NOTICE

**You are strongly urged to consult with an attorney who can advise you
of the potential tax consequences of this transaction.**

Tena R. Jacox 1-13-06
Tena Jacox

Pursuant to 40 P.S. Section 4003(6)(b)

ACKNOWLEDGMENT/WAIVER OF PROFESSIONAL ADVICE

I, Tena R. Jacox, Seller under that certain Purchase Agreement dated on or about 12/05/2005 hereby acknowledge, confirm, and agree that Structured Settlement Investments, LP, ("SSI") has advised me, in writing, to seek independent professional advice regarding the transaction described in the Purchase Agreement.

I acknowledge that (check one and insert name, address and telephone number of advisor, if applicable):

- _____ I have received such professional advice from _____
_____; or
- ☒ I have knowingly and voluntarily decided not to seek such professional advice regarding the transaction with SSI.

IN WITNESS WHEREOF I HAVE EXECUTED THIS ACKNOWLEDGMENT /
WAIVER OF PROFESSIONAL ADVICE ON THIS THE 23RD DAY OF
MARCH, 2006.

Tena R. Jacox

Tena R. Jacox

STATE OF Penn : PA
COUNTY OF : Clearfield

On this 23RD day of MARCH, 2006 before me, the above signed personally appeared before me, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed it.

Notary

William A. Shaw

WILLIAM A. SHAW
Prothonotary
My Commission Expires
1st Monday in Jan. 2010
Clearfield Co., Clearfield, PA

SELLER'S AFFIDAVIT

State Of PA)

SS: 189-52-3255

County Of Clearfield)

Before me, the undersigned authority, on this day personally appeared the affiant, Tena R. Jacox ("Seller"), who being first duly sworn by me and known by me to be a credible person, upon oath deposes and says that:

1. I am over eighteen (18) years of age, of sound mind and fully and personally cognizant of all facts and matters stated in this Affidavit.

2. I have never been convicted of a felony.

3. I am single and have previously been widowed.

4. I am signing and submitting this affidavit in connection with that certain Purchase Agreement dated 12/05/2005 executed by and between myself as the "Seller" and Structured Settlement Investments, LP, as the "Purchaser." Capitalized terms not otherwise defined in this Affidavit shall have the meanings given to them in the Purchase Agreement. The "Transaction" shall hereafter refer to the transaction set forth and described in the Purchase Agreement and the Transaction Documents, involving the sale and assignment of my right to receive certain future payments to the Purchaser.

5. I have read and understand the Purchase Agreement and the other Transaction Documents and understand the Transaction.

6. I have not received any accounting, tax, legal, or other advice from the Purchaser in connection with the Transaction. I was advised by Purchaser that I should talk and consult with my own independent professional advisors regarding the Purchase Agreement, the Transaction Documents, and the Transaction. I have either talked to my own professional advisors, such as a CPA, accountant, lawyer, or financial consultant, regarding the Transaction, the Purchase Agreement and the Transaction Documents OR I have voluntarily chosen not to talk and consult with any advisors. In any event, I have been provided ample opportunity to talk with others regarding the Transaction and have relied solely upon myself and/or upon the advice of my own accounting, tax, legal, and other advisors. Specifically, the Purchaser has not made any representations or assurances and has not provided me any advice regarding the tax consequences of the Transaction.

7. I have agreed to sell, convey, assign, transfer and deliver to the Purchaser or its designated assignee all of the Periodic Payments in exchange for the Purchase Price.

8. I have sources of income other than the Periodic Payments, and the sale of the Periodic Payments to the Purchaser will not result in a hardship of any kind to me or my family in the future. I understand that I shall not be entitled to receive any of the Periodic Payments during the Term of the Purchase Agreement.

9. I understand that the Settlement Agreement and/or other Settlement Documents may contain provisions that restrict or prohibit the assignment or sale of the Periodic Payments,

however I waive all such restrictions and prohibitions and desire to complete the Transaction notwithstanding such restrictions and prohibitions.

10. I understand and acknowledge that each of the representations, warranties, covenants, agreements, obligations, and duties I made under the Purchase Agreement and the other Transaction Documents are being relied upon by the Purchaser. I understand that if I breach or violate any of the terms of the Purchase Agreement or the other Transaction Documents the Purchaser will suffer substantial damages as a result.

11. I will not, and will not permit anyone claiming by or through me (other than the Purchaser), to do anything which would divert any Periodic Payments from the Purchaser.

12. I recognize and accept the continuing and irrevocable duty and obligation under the Purchase Agreement to cooperate with the Purchaser to make sure that the Purchaser receives all of the Periodic Payments, including the duty to immediately deliver to the Purchaser any checks, funds or other form of payment received by me which constitute any of the Periodic Payments. I understand that this duty exists regardless of whether the Periodic Payments are received by mistake or as a result of any action or omission on the part of the Purchaser.

13. I have not previously pledged, promised, assigned, sold, or encumbered any of my rights in or to the Periodic Payments or any of the Settlement Payments or any other payments or payment rights or benefits due under the Settlement Documents or the Annuity, nor have any such payment rights or benefits ever been attached, levied, foreclosed upon, seized, restricted, or subjected to garnishment or other legal process or proceeding.

14. The transfer, assignment, and conveyance of the Periodic Payments to the Purchaser under the Purchase Agreement is and shall constitute an absolute assignment and conveyance to the Purchaser of the Periodic Payments. Said assignment, transfer and conveyance is not intended to, nor shall it ever be construed as, a loan from the Purchaser to me nor shall it create any type of partnership or other joint ownership arrangement between myself and the Purchaser.

15. I acknowledge and agree that Structured Settlement Investments, LP., the named Purchaser in the Purchase Agreement, is not my agent, representative, or fiduciary and I am not a client or customer of SSI and the only relationship by and between me and SSI is that of a Purchaser and Seller under the Purchase Agreement.

16. I acknowledge and agree that I decided to enter the Transaction of my own volition and at my own initiative.

17. My social security number is 189-52-3255.

18. I am a legal resident of the county of Clearfield in the state of PA.

19. I hereby acknowledge that my execution and delivery of this sworn Affidavit is being made as a material inducement in the Purchaser's decision and willingness to accept the Purchase Agreement and pay the Purchase Price and that BUT FOR MY EXECUTION AND DELIVERY OF THIS SWORN AFFIDAVIT, THE PURCHASER WOULD NOT PAY THE PURCHASE PRICE OR PURCHASE OR ACCEPT THE BENEFITS, BUT RATHER WOULD TERMINATE THE PURCHASE AGREEMENT.

SUBSCRIBED TO AND SWORN TO BEFORE ME by the Seller on this the 13TH day of JANUARY, 2006.

(Seal)

Tena R. Jacox 1-13-06
Tena R. Jacox

Acknowledgment For

State Of PA

SSN:189-52-3255

County Of Clearfield

I, a Notary Public of the County and State aforesaid, do hereby certify that TENA R. JACOX, whose name is signed to the foregoing Seller's Affidavit bearing date of JANUARY 13, 2006, has this day acknowledged the same before me and that said signatory has signed said Seller's Affidavit as said signatory's free act and deed. Given under my hand this 13TH day of JANUARY, 2006.

William A. Shaw
Notary Public
State of PENNSYLVANIA

Print Name Here: _____

WILLIAM A. SHAW

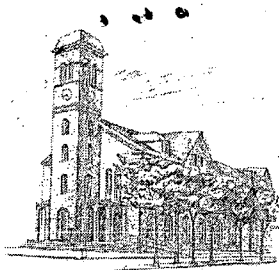
Prothonotary

My Commission Expires: _____

My Commission Expires

1st Monday in Jan. 2010

Clearfield Co. Clearfield, PA



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

DATE: 4/13/06

X You are responsible for serving all appropriate parties.

 The Prothonotary's office has provided service to the following parties:

 Plaintiff(s)/Attorney(s)

 Defendant(s)/Attorney(s)

 Other

 Special Instructions:

TENA R. JACOX
1811 Daisy Street Ext.
Clearfield, PA 16830
Pro se

DUGALIC & LANDAU, LLC

Mark Landau, Esquire
Attorney I.D. No. 90757
634 Ridgewood Rd.
Upper Darby, PA 19082
(610) 352-1322

Attorneys for Joint Petitioner Structured Settlement Investments, LP

**IN RE: TENA R. JACOX &
STRUCTURED SETTLEMENT
INVESTMENTS, LP**

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS

: 06-536-CD, 2006

: No. _____

CERTIFICATE OF SERVICE

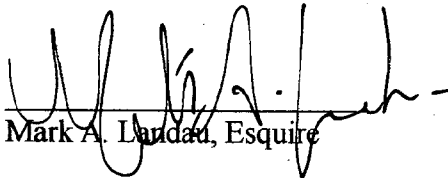
It is hereby certified that on this 18 day of April, 2006, a copy of the Proposed
Transfer of Structured Settlement Proceeds has been mailed by U.S. First Class Certified

Mail to the following:

Tena R. Jacox
1811 Daisy Street Ext.
Clearfield, PA 16830

Metropolitan Life Insurance Company
One Madison Avenue
New York, NY 10010-3690

Metropolitan Insurance and Annuity Company
One Madison Avenue
New York, NY 10010-3690


Mark A. Landau, Esquire

FILED
01/10/19/3/21
MAY 10 2006
icc
Amy Landau
William A. Shaw
Prothonotary/Clerk of Courts

2006
10/10/06

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FILED
MAY 10 2006
William A. Shaw
Prothonotary/Clerk of Courts

IN RE: TENA R. JACOX &
STRUCTURED SETTLEMENT
INVESTMENTS, L.P.

: CLEARFIELD COUNTY
: COURT OF COMMON PLEAS

: 06-536 - CD, 2006

: No. _____

FILED 3cc
9/2/10/30 Any
MAY 19 2006 P. Castle

William A. Shaw
Prothonotary/Clerk of Courts

**AMENDED ORDER APPROVING ASSIGNMENT AND
TRANSFER OF STRUCTURED SETTLEMENT ANNUITY PAYMENT RIGHTS**

THIS CAUSE COMING TO BE HEARD on the Joint Petition (the "Petition") of Structured Settlement Investments, L.P. ("Transferee") and Tena R. Jacox ("Transferor") for the approval of the transfer, sale and assignment by Transferor to Transferee or Transferee's successors or assigns (collectively "Transferee") of Transferor's right to receive, and interests in, certain structured settlement payments hereinafter defined in Section 12 hereof ("Assigned Payments") under Group Annuity Contract Number 8298 and Certificate Number 37073 (the "Annuity") which is owned by Metropolitan Insurance and Annuity Company ("Owner") and issued by Metropolitan Life Insurance Company ("Annuity Issuer") pursuant to that certain Structured Settlement Annuity Sale and Assignment Agreement entered into between Transferor and Transferee on or about January 13, 2006 ("Transfer Agreement") and due notice having been given to all interested parties, and the Court being fully advised in the premises;

NOW, this 19 day of May, 2006, IT IS HEREBY ORDERED, ADJUDGED and DECREED as follows:

1. The Court has jurisdiction over the parties and over the Assigned Payments, as provided in Section 4003 of Title 40 of the Pennsylvania Statutes and any amendments thereto;

2. All necessary parties have been timely noticed in connection with the hearing on this date as required under Title 40 of the Pennsylvania Statutes;

3. The transfer complies with Sections 130 and 5891 of the Internal Revenue Code and applicable state statutes and regulations, including but not limited to, Title 40, of the Pennsylvania Statutes, and will not contravene any federal or state statute or the order of any court or responsible administrative authority;

4. At least ten (10) days before the date on which the Transferor (payee) first incurred an obligation with respect to the transfer, the Transferee provided to the Transferor a disclosure statement in bold type no smaller than 14 points in size which specifies:

- (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, together with the discount rate used in determining the discounted present value;
- (d) the gross amount payable to the payee in exchange for the payments;
- (e) an itemized listing of all brokers' commissions, service charges, application fees, processing fees, closing costs, filing fees, referral fees, administrative fees, legal fees, and notary fees and other commissions,

fees, costs, expenses, and charges (if any) payable by the Transferor or deductible from the gross amount otherwise payable to the Transferor;

- (f) the net amount payable to the Transferor after deducting all commissions, fees, costs, expenses, and charges described in (e) above;
- (g) the quotient, expressed as a percentage, obtained by dividing the net payment amount by the discounted present value of the payments;
- (h) the effective annual interest rate on an annual compounding basis;
- (i) the amount of any penalty and the aggregate amount of any liquidated damages, including penalties, payable by Transferor in the event of a breach of the Transfer Agreement by the Transferor;
- (j) a separate sheet strongly urging Transferor to obtain an attorney to advise on the potential tax consequences of the transfer;

5. The aforesaid transfer is in the best interests of the Transferor and any dependents, taking into account family welfare and support issues;

6. The Transferor has received, or waived her right to receive, independent professional advice regarding the legal, tax, and financial implications of the transfer;

7. The Transferee has given written notice of the Transferee's name, address, and taxpayer identification number to the Annuity Issuer and the structured settlement obligor and has filed a copy of the notice with this Court;

8. The Transfer Agreement provides that if the Transferor is domiciled in the State of Pennsylvania that any disputes between the parties will be governed in accordance with the laws of the State of Pennsylvania and that the domicile state of the Transferor is the proper venue to bring any cause of action arising out of a breach of the Transfer Agreement;

9. The net amount payable (\$57,000.00) to the Transferor arising out of this Transfer Agreement is fair, just and reasonable under all of the circumstances now or previously existing;

10. The Transferor consents to and authorizes the filing by Transferee or any assignee or successor of Transferee, of any applicable UCC financing statements against Transferor or any other applicable persons relating to the interest which are the subject of the transfer.

11. Notwithstanding any anti-assignment or anti-encumbrance language in the underlying settlement agreement and release and related contracts and Annuity documents, the Transfer Agreement and transfer of the Assigned Payments are approved. All of the provisions of the Transfer Agreement are hereby incorporated by reference into this Order. Unless otherwise stipulated in this Order, the Transferor shall not retain and shall not be permitted to assign or transfer to any other person or entity any interest in the Assigned Payments or any rights and interests related thereto;

12. As and when due, the Assigned Payments, detailed below, shall be made payable and forwarded to the designated assignee of Structured Settlement Investments, L.P.,

which is Structured Settlement Funding, LLC at P.O. Box 13238, Newark, New Jersey, 07101-3238:

14 annual payments of \$8,376.00 commencing on February 25, 2006 through and including February 25, 2019.

13. The Annuity Issuer and Owner shall not change or cause to be changed the payment address for the Assigned Payments stated above unless they have received express written notice from Structured Settlement Funding, LLC to do so;

14. Transferee shall defend, indemnify, and hold harmless the Annuity Issuer and its successors and assigns, from and against any and all liability, including reasonable attorney's fees and costs, for all claims arising out of, related to, or in connection with the Transfer Agreement, Assigned Payments, or compliance with this Order, except with respect to claims by Transferee or its successor or assigns to enforce its rights as approved by this Order.

15. The Assigned Payments shall be remitted to Structured Settlement Funding, LLC, or its successors and/or assigns, regardless of whether Tena R. Jacox is alive or deceased at the time that the Assigned Payments become due.

16. Within 15 days of their receipt of this Order, the Owner and Annuity Issuer shall deliver an acknowledgment letter to Structured Settlement Investments, LP at 4629 State Road, Drexel Hill, PA 19026. Said acknowledgment letter shall notify Structured Settlement Investments, LP that it will comply with this Order and shall identify the

name of the payee, the address to which the Assigned Payments shall be delivered, and the Assigned Payments which will be redirected pursuant to the terms of this Order.

17. This Order in no way modifies or negates the Owner's ownership or control over the Annuity.

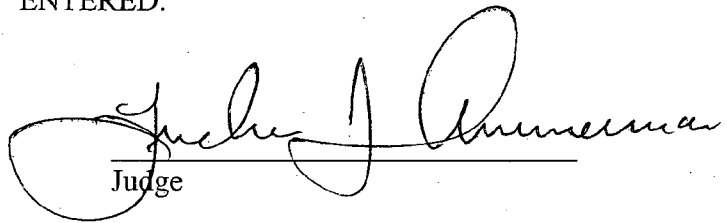
18. This Order is intended to be a final order.

All without further order of this Court.

DATE:

ENTERED:

5/19/06


Judge