

SENIOR SETTLEMENTS

Charting the Course in Life Settlements

Policy RF0005

This is a 500,000 policy on a 77-year-old male with a 71-month (6 years) life expectancy.

He has Hepatitis C, Obesity and Hypertension.

The target return for is 12%. The Carrier is Protective Life, which is rated A+ Superior.



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POLICY INFORMATION:			
CASE REFERENCE:	Prospective Case	INSURANCE COMPANY:	Protective Life Insurance Company
FACE AMOUNT:	\$500,000	AM BEST RATING:	A+ (Superior)
POLICY TYPE:	Universal Life	ISSUE DATE:	8/1/2012

INSURED INFORMATION:			
GENDER:	Male	AGE:	75
LIFE EXPECTANCY:	72 months	LIFE EXPECTANCY DATE:	11/9/2025

HEALTH IMPAIRMENTS:			
:	CAD	:	Hepatitis C/Obesity

PROSPECTIVE CASE INFORMATION:			
TARGETED RATE:	12.00%	PROJ. MATURITY DATE ^[1] :	11/9/2031

INVESTMENT EXAMPLE:			
INVESTMENT:	\$259,371	INVESTMENT DATE:	12/15/2025
MONTHS TO LE ^[2] :	71 months	PRO-RATA PREMIUMS TO LE:	\$56,476
FIXED PAYOUT ^[3] :	\$500,000		

INVESTMENT EXAMPLE - PROJECTION OF CASH FLOWS:					
LE Progression	Months Invested	Out of Pocket Premiums	Total Out of Pocket Premiums	Profit Upon Maturity	Targeted Simple Annual Rate ^[4]
LE-5	11	0	0	240,629	101.21%
LE-4	23	0	0	240,629	48.40%
LE-3	35	0	0	240,629	31.81%
LE-2	47	(22,302)	(22,302)	218,327	21.49%
LE-1	59	(16,012)	(38,314)	202,315	15.86%
LE	71	(18,162)	(56,476)	184,153	12.00%
LE+1	83	(17,323)	(73,799)	166,830	9.30%
LE+2	95	(18,479)	(92,278)	148,351	7.22%
LE+3	107	(20,335)	(112,612)	128,017	5.54%
LE+4	119	(22,393)	(135,005)	105,624	4.11%
LE+5	131	(24,668)	(159,674)	80,955	2.86%
LE+6	143	(27,132)	(186,806)	53,823	1.74%
LE+7	155	(29,744)	(216,550)	24,079	0.72%

POLICY FUNDING AGREEMENT

This Policy Funding Agreement ("Agreement") is made and entered into as of _____, by and between _____, (**Buyer**) and **Senior Settlements, LLC, (Seller)**, (collectively, the "Parties")

RECITALS

WHEREAS, SLLC is in the business of identifying, purchasing, and/or facilitating the purchase of existing, in-force life insurance policies. Said life insurance policies may be held by SLLC or sold and/or otherwise transferred to other entities that may further resell said life insurance policies as allowed by law.

WHEREAS, SLLC will sell to or facilitate the sale to Buyer of the following described life insurance policy (hereunder, the "Policy"):

Policy #B00504469

Issuer: Protective Life

Death Benefit: \$500,000

Purchase Price: \$259,371

WHEREAS, SLLC desires to sell to or facilitate the sale of the Policy to Buyer and Buyer desires to purchase 100% in the Policy in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, for and in consideration of the recitals, which are incorporated into this Agreement, the mutual promises and covenants set forth herein and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto agree as follows:

1. Purchase Price – Buyer hereby agrees to pay **\$259,371** to SLLC for the purchase from SLLC of 100% interests in the Policy. Payment the Purchase Price is to made within 72 hours.
2. SLLC's Duties – SLLC shall perform the following duties:
 - a. Obtain and provide to Buyer all necessary documentation from the issuing insurance company required to effect the sale of the policy.
 - b. Take all steps necessary to effect a change of beneficiary and ownership designation in the name of the Buyer for the policy referenced above.
 - c. Pay all necessary premiums for the first 3 years after the change of ownership to the Buyer has been confirmed by the Carrier.
3. Buyer's Representation, Warranties and Acknowledgements – Buyer represents and warrants to SLLC that as of the date hereof that:

- a. Buyer has received all documents requested by it from SLLC in connection with the sale of the Policy.
- b. Buyer has completed all due diligence it deems necessary regarding the Policy, and that the Policy satisfies completely all the Buyer's criteria for purchase.
- c. Buyer has obtained an estimated life expectancy determination on the Insured that satisfies completely Buyer's criteria for life expectancy; or, that it is independently satisfied with any other life expectancy that was obtained.
- d. Buyer explicitly acknowledges that SLLC is not an agent of the Buyer in any capacity.
- e. Buyer is knowledgeable about the sale and purchase of life insurance policies and understands that numerous risks, including (i) that the actual life span of the insured may significantly exceed the insured's estimated life expectancy; (ii) that the life insurance company which issued the policy on the insured may become insolvent; (iii) that laws may change in a manner that adversely impacts the validity of viatical and life settlement contracts and (iv) the insured may disappear or become untraceable and Buyer is freely and voluntarily assuming the risks in connection with its purchase of the Policy.
- f. The Buyer recognizes that the determination of Life Expectancy is based on the medical condition of an Insured evidenced by Insured's attending physician statement, medical records, laboratory and other test results, delivered to SLLC and by using statistical data available to the Qualified Medical Consultant assessing the Insured's Life Expectancy Calculation. However, medical research is ongoing and developments in research and treatment and/or unexpected changes in the Insured's conditions may alter and extend an Insured's life expectancy. Life Expectancy determinations are only estimates and are based solely upon current medical knowledge. Purchaser acknowledges that there cannot be any assurances as far as the accuracy of a Life Expectancy Calculations as determined by a Qualified Medical Consultant.
- g. Buyer further acknowledges that SLLC does not guarantee the accuracy or reliability of the Life Expectancy Calculation obtained from the Qualified Medical Consultants. Buyer further acknowledges that SLLC has not assessed the qualifications of the Qualified Medical Consultants and SLLC shall have no liability for the accuracy or reliability of the Life Expectancy Reports.
- h. The Buyer represents and warrants that any funds borrowed, raised or otherwise obtained by the Buyer in order to fund the transaction contemplated by this Agreement were borrowed, raised or otherwise obtained in a legal manner, consistent with all applicable local, state, federal and/or international laws.
- i. The Buyer represents and warrants that throughout the duration of this Agreement it will remain in compliance with all applicable laws and regulations related to money laundering, including the USA PATRIOT Act and implementing regulations thereunder, and U.S. federal regulations and Executive orders administered by the Office of Foreign Assets Control ("OFAC") of the U.S. Treasury Department and any applicable licensing or registration laws. The Buyer further represents that it has not, and covenants that it will not, use funds to effect the transactions contemplated by this Agreement that have been obtained from entities acting, directly or indirectly, in contravention of any applicable money laundering regulations or conventions of the United States or other international

jurisdictions, or on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons or entities that are included on any relevant lists maintained by the United Nations, North Atlantic Treaty Organization, Organization for Economic Cooperation and Development, Financing Action Task Force, OFAC, U.S. Securities and Exchange Commission, U.S. Federal Bureau of Investigation, U.S. Central Intelligence Agency, U.S. Internal Revenue Service, all as may be amended from time to time.

- j. The Buyer is not aware of, has not been advised of, and has no reason to believe that any facts or circumstances exist which would cause the Buyer or its officers, directors, employees, agents or affiliates to violate, or be in violation of, the federal Bank Secrecy Act, as amended, in connection with the transactions contemplated by this Agreement.

4. Indemnification

a. Indemnification by Buyer

Buyer hereby indemnifies SLLC and its officers, directors, managers, partners, members, employees and agents, and any assignees, designees or successors of same (the "SLLC Indemnified Parties") against and agree to hold the SLLC Indemnified Parties harmless from any and all damages, losses, liabilities and expenses (including, without limitation, reasonable expenses of investigation and reasonable attorneys' fees and expenses in connection with any action, suit or proceeding), incurred or suffered by the SLLC Indemnified Parties arising out of, resulting from, or related to: (i) any misrepresentation or breach of any representation or warranty made by Buyer pursuant to this Agreement or any document executed in connection with the transactions contemplated by this Agreement; (ii) any breach of a covenant or agreement made or to be performed by Buyer pursuant to this Agreement; (iii) any breach or violation or any applicable law by Buyer in connection with the Policy or this Agreement; (iv) any rescission or cancellation of the Policy by Insurer or its successors caused by the act or failure to act of the Buyer; and (v) an action under any theory whatsoever for a claim that the Policies purchased by the Buyer did not yield the return promised by the Buyer to investors.

b. Indemnification by SLLC

SLLC shall indemnify and hold harmless the Buyer and its officers, directors, managers, partners, members, employees and agents, and any assignees, designees or successors of same (the "Buyer Indemnified Parties") for and against all damages, losses, liabilities and expenses (including, without limitation, reasonable expenses of investigation and reasonable attorneys' fees and expenses in connection with any action, suit or proceedings), incurred or suffered by the Buyer Indemnified Parties arising out of or resulting from: (i) the breach of any representation or warranty made by SLLC contained in this Agreement or (ii) the breach of any covenant or agreement of SLLC contained in this Agreement.

- 5. Return of Deposited Funds: In the event the change of ownership and beneficiary have not been confirmed naming the Buyer or its designee as the new owner and beneficiary of said Policy within 60 days of the date the ownership and beneficiary change forms are submitted by SLLC to the insurance carrier to request a change of ownership and beneficiary to the Buyer, the Buyer may request a full refund of the deposited funding cost without offset from

SLLC. Likewise, the Buyer may also request that SLLC continue to attempt to confirm the change of ownership and beneficiary for a new 60 day period.

6. Similar Policy: In the event that the above policy becomes unavailable, whether through death of the insured, inability to validate changes, change in health status or any other unexpected event, the Seller will present to the Buyer an equally suitable, or better policy.
7. Binding Effect – This Agreement is irrevocably binding upon and shall inure to the benefit of and shall be enforceable by the Parties hereto and their respective successors, assigns, executors, administrators, and heirs.
8. Severability – If any provision of this Agreement shall be held invalid in a court of law, the remaining provisions shall be construed as if the invalid provision were not included in this Agreement.
9. Amendments and Final Integration – This Agreement may only be amended or modified through a written duly executed instrument by the Parties hereto. Any attempted oral amendment or modification is ineffective and therefore null and void. This Agreement constitutes and contains the complete and final integrated Agreement between the Parties regarding the subject matter herein. All prior negotiations, discussions and representations are merged into the Agreement. Each Party acknowledges that, except as expressly set forth herein, no representations of any kind or character have been made to it by any other party, or by any Parties' agents, representatives or attorneys, to induce the execution of this Agreement.
10. Notices – Any and all notices, requests, consents, notifications, and other communications given to any Party to this Agreement shall be given in writing and will be, as elected by the party giving said notice, hand-delivered by messenger or courier service, telecopied, electronically communicated, or sent via registered or certified mail, return receipt requested, postage prepaid, to the below address and deemed given when received by Party being served such notice.

To SLLC:
1000 S. Lenola Rd
Bldg 1. Suite 202
Maple Shade, NJ 08052

To Buyer:

11. Waiver – Either Party's failure to insist in any one or more instances upon strict performance by the other Party of any of the terms of this Agreement shall not be construed as a waiver of any continuing or subsequent failure to perform or a delay in performance of any term hereof.
12. Assignment – Neither Party shall assign any of its rights nor delegate any of its obligations under this Agreement without prior written consent of the other Party.
13. Choice of Law – Parties hereby agree and confirm that the law of the state of NJ shall control this Agreement.
14. Counterparts and Facsimile – This Agreement may be signed in one or more counterparts, each of which is deemed an original, but all of which together will constitute one and the

same instrument. A facsimile copy of this executed Agreement shall be deemed valid as if it were the original.

15. Headings – The headings and subheadings contained in this Agreement are for convenience of reference only, and are not to be considered part of this Agreement and will not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
16. Arbitration and Enforcement Costs – SLLC and Buyer agree that any disputes regarding this Agreement shall be submitted to arbitration in the state of NJ and shall be resolved and adjudicated according to the rules of the American Arbitration Association, as the Parties' sole avenue of recourse under this Agreement. The decision rendered in said arbitration shall be binding. The substantially prevailing party shall recover from the substantially non-prevailing Party its reasonable expenses, costs and reasonable attorney's fees, whether action is brought or not. As used herein, expenses, costs and attorney's fees also include arbitrator fees, arbitration costs, court costs, attorneys' and accountants' fees and any cost associated with an appellate proceeding. Expenses incurred in enforcing this Section shall be covered by this Section. For this purpose, the arbitrator or court is requested by the Parties to award actual costs and attorneys' and accountants' fees incurred by the substantially prevailing party, it being the intention of the Parties that the substantially prevailing party is completely reimbursed by all such costs and fees.
17. Time – Time is of the essence in this Agreement.
18. Representation by Counsel – The Parties acknowledge that they have been or have had the opportunity to have been represented by their own counsel throughout the negotiations and at the signing of this Agreement and all other documents signed incidental to this Agreement and, therefore, neither Party shall claim or assert that any provisions of this Agreement or any ancillary documents should be construed against their drafter.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day, month and year first above written.

Senior Settlements, LLC

Signed: _____

By:

Its:

Buyer:

Signed: _____

By:

Exhibit A
Account Wire Information

Account Name: Senior Settlements, LLC
Bank: Bank of Princeton
Bank Address: Moorestown, NJ 08057
ABA #: 031207940
Account #: 10012460