

PROVIDE FULL BENEFIT SCHEDULE

4. The obligation of **NAME OF DEFENDANT OR INSURER** to make the above future periodic payments will be assigned to _____, the assignee may fund the obligation assumed by the purchase of an annuity from **INSERT THE NAME OF THE ANNUITY INSURER**, an A.M. Best Company rated A+ or A++ insurer. A guarantee letter will be issued by **INSERT THE NAME OF THE GUARANTOR** to guarantee the performance of such assignee.

5. The Annuity Issuer company above-named is licensed to issue insurance an annuity products in the State of New York.

6. The standard industry commissions that we are receiving in this case is based on four (4%) percent of the premium of _____ and XX/100 (\$ _____) dollars. This commission is being paid by the Annuity Issuer, the life insurer issuing the policy. **Please note: If more than one broker is sharing in the commissions, set forth the details supporting same.**

7. The annuity being provided in this case is based upon guaranteed non-life contingent payments for the infant plaintiff who is presently (_____) years of age having been born on _____. The annuity cost set forth in paragraph " 2" above reflects this non-life contingent annuity cost; **OR**

The life insurer(s) providing the annuity or annuities in this case has rated the plaintiff, who is presently (_____) years of age having been born on _____, up to age (_____) by reason of the infant plaintiff's medical condition. The annuity cost set forth in paragraph " 2" reflects this rated age with regard to all life contingent annuity benefit payments. Period certain only payments and guaranteed lump sum payments are not affected by rated age; **OR**

By reason of the infant plaintiff's non-life impairing medical condition, the annuity being provided in this case is based upon a standard age quote for the infant plaintiff who is presently (_____) years of age having

been born on . The annuity cost set forth in paragraph " 2" reflects this standard age rating. Period certain only payments and guaranteed lump sum payments are not affected by a rated age.

8. Medical underwriting is inapplicable in guaranteed non-life contingent cases **OR**

No medical underwriting has taken place or will take place after the agreement to settle has been reached without full disclosure to both plaintiff and/or plaintiff's representative and defendant(s). No post settlement medical underwriting has or will take place to secretly reduce the defendant(s)' cost.

9. No present value calculations were provided in this case. All illustrations provided were based on actual cost only.

10. Neither I nor **INSERT COMPANY NAME** is/are an in-house broker of any party or casualty carrier involved in the settlement; nor am I or said company affiliated with or an "exclusive" broker of any party or casualty carrier involved in the settlement herein.

11. Neither I nor **INSERT COMPANY NAME** will, without the express consent of the plaintiff and/or the plaintiff's representative and the prior written approval of this Court:

- (a) provide any information about this settlement to any factoring company for any purpose; or
- (b) solicit the plaintiff or the plaintiff's family on behalf of any factoring company for any purpose, including but not limited to, the proposed sale of plaintiff's future periodic payments nor will I or **INSERT COMPANY NAME** participate, assist, promote or aid in such solicitation by any person, firm, corporation or entity ; or
- (c) seek or accept any consideration, financial or otherwise, directly or indirectly **from a factoring company.**

12. The following documents have been annexed as exhibits to the application made to this Court for the approval of the recommended settlement proposal:

- Exhibit A Proposed Settlement Agreement
- Exhibit B Proposed Assignment Agreement

Exhibit C Proposed Annuity Contract
Exhibit D Proposed Guaranty Agreement
Exhibit E Rejected Alternative and/or Competing Proposals.

THIS STRUCTURED SETTLEMENT AFFIDAVIT IS PROVIDED TO THE PARTIES TO THE SETTLEMENT HEREIN WITHOUT COST AND WITH THE EXPRESS PURPOSE OF INDUCING THE PLAINTIFF(S), DEFENDANT(S), AND ALL PARTICIPATING INSURERS TO ENTER INTO AND/OR PARTICIPATE IN FUNDING THE STRUCTURED SETTLEMENT AGREED UPON IN THIS CASE. STATEMENTS SET FORTH HEREIN CONSTITUTE AFFIRMATIVE REPRESENTATIONS AND WARRANTIES BY THE UNDERSIGNED STRUCTURED SETTLEMENT CONSULTANT/BROKER.

**I N S E R T N A M E O F
INDIVIDUAL/INDIVIDUALLY AND ON BEHALF
OF INSERT NAME OF COMPANY**

Sworn to before me this
day of _____, 20 .

Notary:
Commission Expires