

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

WOODBIDGE GROUP OF COMPANIES,
LLC, *et al.*,¹

Remaining Debtors.

Chapter 11

Case No. 17-12560 (BLS)

(Jointly Administered)

Hearing Date: September 25, 2019 at 2:00 p.m. (ET)

Objection Deadline: August 16, 2019 at 4:00 p.m. (ET)

**TRUST'S (I) OBJECTION TO PROOF OF CLAIM NO. 9763 ASSERTED BY
PAUL LABINER REVOCABLE TRUST DATED 1/15/13 AND
(II) REQUEST FOR A LIMITED WAIVER OF LOCAL RULE 3007-1(f)(iii),
TO THE EXTENT SUCH RULE MAY APPLY**

Woodbridge Liquidation Trust (the "Trust"), formed pursuant to the confirmed and effective *First Amended Joint Chapter 11 Plan of Liquidation of Woodbridge Group of Companies, LLC and its Affiliated Debtors* [D.I. 2397] (the "Plan") in the jointly-administered chapter 11 bankruptcy cases (the "Chapter 11 Cases") of Woodbridge Group of Companies, LLC and its affiliated debtors and debtors in possession (collectively, the "Debtors"), hereby files this objection (this "Objection") seeking entry of an order, substantially in the form attached hereto as **Exhibit A** (the "Proposed Order"), (i) disallowing and expunging Claim No. 9763 (the "Disputed Claim") asserted by Paul Labiner Revocable Trust Dated 1/15/13 ("Claimant"), (ii) directing Garden City Group, Inc. (the "Claims Agent") to reflect the foregoing modification on the official register maintained by the Claims Agent (the "Claims Register"), and (iii) waiving Rule 3007-1(f)(iii) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware (the "Local Rules") to the extent such rule may

¹ The Remaining Debtors and the last four digits of their respective federal tax identification numbers are as follows: Woodbridge Group of Companies, LLC (3603) and Woodbridge Mortgage Investment Fund 1, LLC (0172). The Remaining Debtors' mailing address is 14140 Ventura Boulevard #302, Sherman Oaks, California 91423.

otherwise bar the assertion of any subsequent substantive objection (if any) to the Disputed Claim. In support of this Objection, the Trust relies on the record of these Chapter 11 Cases and the *Declaration of Thomas P. Jeremiassen in Support of Trust's Objection to Claim No. 9763 Asserted by Paul Labiner Revocable Trust Dated 1/15/13* attached hereto as **Exhibit B** (the "Jeremiassen Declaration") and respectfully states as follows:

I. JURISDICTION AND VENUE

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1334(b) and 157 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated as of February 29, 2012. This is a core proceeding pursuant to 28 U.S.C. § 157(b) and, pursuant to Local Rule 9013-1(f), the Trust consents to the entry of a final order by the Court in connection with this Objection to the extent that it is later determined that the Court, absent consent of the parties, cannot enter final orders or judgments in connection herewith consistent with Article III of the United States Constitution. Venue is proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409. The statutory and legal predicates for the relief requested herein are Bankruptcy Code section 502(b), Bankruptcy Rules 3001, 3003, and 3007, and Local Rules 1001-1(c), 3007-1, and 3007-2.

II. BACKGROUND

2. On December 4, 2017, certain of the Debtors commenced voluntary cases under chapter 11 of the Bankruptcy Code, and on February 9, 2018, March 9, 2018, March 23, 2018 and March 27 2018, additional affiliated Debtors (27 in total) commenced voluntary cases under chapter 11 of the Bankruptcy Code (collectively, the "Petition Dates"). Pursuant to sections 1107(a) and 1108 of the Bankruptcy Code, the Debtors managed their financial affairs as debtors in possession.

3. The Chapter 11 Cases were jointly administered pursuant to Bankruptcy Rule 1015(b) and Local Rule 1015-1. No trustee was appointed in the Chapter 11 Cases. On October 26, 2018, the Court entered an order [D.I. 2903] confirming the Plan. On February 15, 2019, the effective date of the Plan occurred and the Trust was established. *See* Docket No. 3421.

4. On April 5, 2018, the Court entered an order [D.I. 911] (the “Bar Date Order”) establishing June 19, 2018 at 5:00 p.m. (Eastern Time) (the “General Bar Date”) as the deadline by which each person or entity (including, without limitation, individuals, partnerships, corporations, joint ventures, and trusts), other than governmental units, must file a proof of claim based on claims against the Debtors that arose prior to the applicable Petition Date. The Debtors gave notice of the General Bar Date in accordance with the Bar Date Order.

5. On September 28, 2018, Claimant filed the Disputed Claim as a general unsecured claim against Debtor Woodbridge Structured Funding, LLC (“Woodbridge SF”) in the amount of \$139,707.70. *See* Claim No. 9763. The liability asserted by the Disputed Claim arises from a structured settlement investment. *Id.* Prior to the Petition Date, certain of the Debtors were in the business of purchasing from individual litigants or their beneficiaries (the “Sellers”) the rights, title, and interest to structured payment streams (the “Assigned Payments”) under annuity policies in respect of the settlement of litigation unrelated to the Debtors. Jeremiassen Decl. ¶ 5. In exchange for a lump sum payment to the Sellers, the Debtors would acquire, via court order pursuant to applicable state and federal statutes protecting structured settlement transactions, the Seller’s right to receive the Assigned Payments directly from the applicable third-party payors, typically life insurance/annuity companies (any such payor, a “Third-Party Payor”). *Id.* Woodbridge SF would market and sell the Assigned Payments to investors. *Id.*

6. The Claimant and Woodbridge SF entered into that certain *Master Assignment and Assumption Agreement*, dated January 2, 2013 (the “Assignment Agreement”), which set forth the terms upon which Woodbridge SF would assign to Claimant the rights to such Assigned Payments acquired from Sellers. *Id.* at ¶ 6. In accordance with the Assignment Agreement, from time to time, Woodbridge SF would deliver offer sheets to the Claimant setting forth the terms upon which the Claimant could purchase various Assigned Payments. *Id.* If the Claimant executed and returned such offer sheets to Woodbridge SF and Woodbridge SF accepted such offer, the Claimant would make a lump sum payment of the purchase price to Woodbridge SF or one of its affiliates, and that entity would assign the offered Assigned Payments to the Claimant. *Id.* At all times, the party obligated to make the Assigned Payments (first to the Seller and then to the Claimant) is the Third-Party Payor. *Id.*

7. Here, the Claimant executed an offer sheet (the “Dancy Offer Sheet”) to purchase life contingent Assigned Payments originally owed to Seller Ed Dancy IV in the aggregate amount of \$558,668.25, payable in 237 monthly payments of \$2,357.25 from April 7, 2024 until December 7, 2043.² *See* Dancy Closing Book (Tab 3). Attached hereto as **Exhibit D** is the final closing book with respect to the Dancy Offer Sheet (the “Dancy Closing Book”), which includes, *inter alia*, an Order entered by the Circuit Court of Shelby County, Alabama on February 20, 2013 (the “Dancy Order”). *See* Dancy Closing Book (Tab 8). As reflected in the Dancy Closing Book, Claimant purchased the Assigned Payments set forth in the Dancy Offer Sheet for a lump

² Life contingent Assigned Payments are payable by the applicable Third-Party Payor only as long as the particular Seller is living at the time an Assigned Payment comes due. Woodbridge SF formerly performed periodic verifications of life. On or about February 19, 2019, the Debtors informed applicable investors, including the Claimant, that Woodbridge SF would no longer be performing such life verification services.

sum purchase price of \$139,707.70.³ See Dancy Closing Book (Tab 1). As expressly stated in the Dancy Order, the Third-Party Payor that is obligated to make the Assigned Payments to the Claimant is Genworth Life and Annuity Insurance Company and Jamestown Life Insurance Company (collectively “Genworth”). Dancy Order, ¶¶ B & D (“All payments transferred pursuant to said Purchase Agreement are to be made payable to Ash Square Funding, LLC’s designated assignees, Paul Labiner Revocable Trust dated 1/15/13 The Annuity Issuer [Genworth Life and Annuity Insurance Company] and Obligor [Jamestown Life Insurance Company] are only obligated to pay the Assigned Payment(s) to the Designated Assignee ... if the Payee is alive....”).⁴ Also as reflected in the Dancy Closing Book, (i) a notice, dated March 5, 2013, was sent to Genworth to inform that entity to make payments directly to Claimant and (ii) by letter, dated February 5, 2013, Genworth acknowledged the assignment to Claimant and its obligation to make payments directly to Claimant. See Dancy Closing Book (Tabs 16 & 17).

8. The aggregate amount of the Disputed Claim (\$139,707.70) is less than the total of the Assigned Payments set forth in the Dancy Offer Sheet that were sold to the Claimant (\$558,668.25). See Claim No. 9763 & Dancy Closing Book (Tab 3).

9. A copy of the Disputed Claim is attached hereto as **Exhibit C**.

III. RELIEF REQUESTED

10. By this Objection, the Trust seeks entry of the Proposed Order (i) disallowing and expunging the Disputed Claim asserted by the Claimant in its entirety, (ii) directing the Claims Agent to reflect the foregoing modification on the Claims Register, and (iii) waiving Local Rule

³ The original purchase price set forth in the Dancy Offer Sheet was \$141,238.38. See Dancy Closing Book (Tab 3). However, that purchase price was ultimately reduced slightly to \$139,707.70. See *id.* (Tab 1).

⁴ As reflected in the Dancy Order, the entity that actually assigned the Assigned Payments to Claimant was Ash Square Funding, LLC, which is a non-debtor affiliate of Woodbridge SF.

3007-1(f)(iii) to the extent such rule may otherwise bar the assertion of any subsequent substantive objection (if any) to the Disputed Claim.

IV. BASIS FOR OBJECTION

11. Section 502(a) of the Bankruptcy Code provides that a “claim or interest, proof of which is filed under section 501 of this title, is deemed allowed, unless a party in interest ... objects.” 11 U.S.C. § 502(a). In adjudicating claim objections, courts apply “a burden-shifting framework.” *In re Devonshire PGA Holdings LLC*, 548 B.R. 689, 697 (Bankr. D. Del. 2016).

The Third Circuit Court of Appeals described this framework as follows:

Initially, the claimant must allege facts sufficient to support the claim. If the averments in his filed claim meet this standard of sufficiency, it is “*prima facie*” valid. In other words, a claim that alleges facts sufficient to support a legal liability to the claimant satisfies the claimant’s initial obligation to go forward. The burden of going forward then shifts to the objector to produce evidence sufficient to negate the *prima facie* validity of the filed claim. It is often said that the objector must produce evidence equal in force to the *prima facie* case. In practice, the objector must produce evidence which, if believed, would refute at least one of the allegations that is essential to the claim’s legal sufficiency. If the objector produces sufficient evidence to negate one or more of the sworn facts in the proof of claim, the burden reverts to the claimant to prove the validity of the claim by a preponderance of the evidence.

In re Allegheny Int’l Inc., 954 F.2d 167, 173–74 (3d Cir. 1992) (citations omitted).

12. Pursuant to Bankruptcy Code section 502(b)(1), a debtor in possession may object to a claim on the grounds that “such claim is unenforceable against the debtor and property of the debtor, under any agreement or applicable law for a reason other than because such claim is contingent or unmatured.” 11 U.S.C. § 502(b)(1). A claim is unenforceable against the debtor and property of the debtor under an agreement if the debtor is not the obligor with liability for such claim under the agreement. *See, e.g., In re Thomson McKinnon Sec., Inc.*, 149 B.R. 61, 75 (Bankr. S.D.N.Y. 1992) (disallowing claims filed against debtor-subsiary where contractual obligations upon which claims were based were obligations of parent and not debtor-subsiary);

In re Branford Partners, LLC, 2008 Bankr. LEXIS 580, at *2–4 (Bankr. C.D. Cal. March 5, 2008) (disallowing claim asserted against debtor because debtor was not an obligor on the note upon which claim was based and claimant failed to establish debtor’s liability).

13. Bankruptcy Code section 502(b) further provides that a claim shall not be allowed to the extent that “proof of such claim is not timely filed.” 11 U.S.C. § 502(b)(9). Indeed, a “bar date is akin to a statute of limitations, and must be strictly observed.” *In re Keene Corp.*, 188 B.R. 903, 907 (Bankr. S.D.N.Y. 1995).

14. Here, the Claimant erroneously filed the Disputed Claim against Debtor Woodbridge SF, which has no liability for the Disputed Claim. As discussed above, the Claimant merely purchased from Woodbridge SF or one of its affiliates the right to receive the Assigned Payments set forth in the Dancy Offer Sheet. The obligor with the obligation to pay the Assigned Payments set forth in the Dancy Offer Sheet is Genworth. This Third-Party Payor is the only party with liability for the Assigned Payments under the terms of the Dancy Order and the related agreements. Because this Third-Party Payor, and *not* the Debtors, is the obligor for the Assigned Payments, the Debtors are not liable to the Claimant for the Disputed Claim.

15. Accordingly, because the evidence attached hereto demonstrates that the Debtors do not have any obligation to pay the Disputed Claim and the Claimant cannot meet its ultimate burden of proving by a preponderance of the evidence that its claim is enforceable against the Debtors or their property, the Objection should be sustained and the Disputed Claim should be disallowed under section 502(b)(1). *See Order (I) Sustaining Trust’s Objection to Proof of Claim No. 4733 Asserted by Mountain West IRA, Inc. FBO Wanda Sharpton, IRA and (II) Waiving, to the Extent Applicable, Local Rule 3007-1(f)(iii)* [D.I. 3671] (sustaining the Trust’s objection and disallowing a structured settlement claim substantially similar to the

Disputed Claim at issue here). Furthermore, the Disputed Claim was tardily filed after the General Bar Date and is therefore also subject to disallowance on that basis under section 502(b)(9). The Claimant will not be prejudiced as a result of the relief requested in this Objection because the Claimant still retains its rights to receive the Assigned Payments from Genworth in accordance with the terms of the Dancy Order and related agreements.

16. In an abundance of caution, the Trust requests a waiver of Local Rule 3007-1(f)(iii), to the extent such rule applies, in the event that this Objection is not sustained. Such waiver is authorized by Local Rule 1001-1(c), and will ensure that all rights of the Trust or any subsequently appointed estate representative to object in the future to the Disputed Claim on any grounds permitted by bankruptcy or nonbankruptcy law are expressly reserved.

V. RESERVATION OF RIGHTS

17. The Trust reserves the right to amend, modify, and/or supplement this Objection if necessary. Nothing contained in this Objection or any actions taken by the Trust pursuant to the relief requested herein is intended or should be construed as (i) an admission as to the validity of any claim, (ii) a waiver of the Trust's rights to dispute any claim on any grounds, (iii) a promise or requirement to pay any claim, (iv) an implication or admission that any claim is of a type referenced or defined in this Objection, (v) an implication or admission that any contract or lease is executory or unexpired, as applicable, (vi) a waiver or limitation of any of the Trust's rights under the Bankruptcy Code or applicable law, (vii) a request or authorization to assume or reject any agreement under Bankruptcy Code section 365, (viii) a waiver of any party's rights to assert that any other party is in breach or default of any agreement, or (ix) an implication or admission that any contract or lease is integrated with any other contract or lease.

VI. NOTICE

18. The Trust has provided notice of this Objection to: (i) the Office of the United States Trustee for the District of Delaware, (ii) the Claimant, (iii) Genworth, and (iv) any person that, as of the filing of this Objection, has filed a specific request for notices and papers on and after the effective date of the Plan. In light of the nature of the relief requested herein, the Trust submits that no other or further notice is necessary.

VII. CONCLUSION

WHEREFORE, for the reasons set forth herein and in the Jeremiassen Declaration, the Trust respectfully requests that the Court enter the Proposed Order granting the relief requested herein and granting such other and further relief as is just and proper.

Dated: August 2, 2019
Wilmington, Delaware

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Colin R. Robinson

Richard M. Pachulski (CA Bar No. 90073)

Andrew W. Caine (CA Bar No. 110345)

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Counsel to the Woodbridge Liquidation Trust

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

WOODBRIIDGE GROUP OF COMPANIES,
LLC, *et al.*,¹

Remaining Debtors.

Chapter 11

Case No. 17-12560 (BLS)

(Jointly Administered)

Hearing Date: September 25, 2019 at 2:00 p.m. (ET)

Objection Deadline: August 16, 2019 at 4:00 p.m. (ET)

**NOTICE OF TRUST'S (I) OBJECTION TO PROOF OF CLAIM NO. 9763 ASSERTED
BY PAUL LABINER REVOCABLE TRUST DATED 1/15/13 AND (II) REQUEST
FOR A LIMITED WAIVER OF LOCAL RULE 3007-1(f)(iii),
TO THE EXTENT SUCH RULE MAY APPLY**

TO: (I) THE UNITED STATES TRUSTEE FOR THE DISTRICT OF DELAWARE; (II) THE TRUST AND ITS COUNSEL; (III) ANY PERSON FILING A SPECIFIC REQUEST FOR NOTICES AND PAPERS ON AND AFTER THE EFFECTIVE DATE; AND (IV) CLAIMANT WHOSE DISPUTED CLAIM(S) ARE SUBJECT TO THE OBJECTION²

PLEASE TAKE NOTICE that the Woodbridge Liquidation Trust (the "Trust") has filed the attached *Trust's (I) Objection to Proof of Claim No. 9763 Asserted By Paul Labiner Revocable Trust Dated 1/15/13 and (II) Request for a Limited Waiver of Local Rule 3007-1(f)(iii), to the Extent Such Rule May Apply* (the "Objection").³

PLEASE TAKE FURTHER NOTICE that any responses (each, a "Response") to the relief requested in the Objection must be filed on or before **August 16, 2019, at 4:00 p.m. (ET)** (the "Response Deadline") with the United States Bankruptcy Court for the District of Delaware, 824 Market Street, 3rd Floor, Wilmington, Delaware 19801. At the same time you must serve a copy of your Response upon the undersigned counsel to the Trust so as to be received on or before the Response Deadline.

PLEASE TAKE FURTHER NOTICE THAT A HEARING (THE "HEARING") ON THE OBJECTION WILL BE HELD ON SEPTEMBER 25, 2019, AT 2:00 P.M. (ET) BEFORE THE HONORABLE BRENDAN L. SHANNON, UNITED STATES BANKRUPTCY JUDGE, IN THE UNITED STATES BANKRUPTCY COURT FOR THE

¹ The Remaining Debtors and the last four digits of their respective federal tax identification numbers are as follows: Woodbridge Group of Companies, LLC (3603) and Woodbridge Mortgage Investment Fund 1, LLC (0172). The Remaining Debtors' mailing address is 14140 Ventura Boulevard #302, Sherman Oaks, California 91423.

² In accordance with Local Rule 3007-2, the Trust has served the parties that, as of the filing of this Notice, have requested notices on and after the Effective Date, with this Notice and the Exhibits to the Objection.

³ Capitalized terms used but not otherwise defined in this Notice shall have the meanings ascribed to such terms in the Objection.

DISTRICT OF DELAWARE, 824 N. MARKET STREET, 6TH FLOOR, COURTROOM NO. 1,
WILMINGTON, DE 19801.

PLEASE TAKE FURTHER NOTICE THAT IF YOU FAIL TO TIMELY FILE AND SERVE A RESPONSE IN ACCORDANCE WITH THE ABOVE REQUIREMENTS, YOU WILL BE DEEMED TO HAVE CONCURRED WITH AND CONSENTED TO THE OBJECTION AND THE RELIEF REQUESTED THEREIN, AND THE TRUST WILL PRESENT TO THE COURT, WITHOUT FURTHER NOTICE TO YOU, THE PROPOSED ORDER SUSTAINING THE OBJECTION.

Dated: August 2, 2019
Wilmington, Delaware

PACHULSKI STANG ZIEHL & JONES LLP

/s/ Colin R. Robinson

Richard M. Pachulski (CA Bar No. 90073)

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Counsel to the Woodbridge Liquidation Trust

EXHIBIT A

Proposed Order

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

WOODBIDGE GROUP OF COMPANIES, LLC, *et al.*,¹

Remaining Debtors.

Chapter 11

Case No. 17-12560 (BLS)

(Jointly Administered)

Re Docket No:

**ORDER (I) SUSTAINING TRUST’S OBJECTION TO PROOF OF CLAIM NO. 9763
ASSERTED BY PAUL LABINER REVOCABLE TRUST DATED 1/15/13 AND
(II) WAIVING, TO THE EXTENT APPLICABLE, LOCAL RULE 3007-1(f)(iii)**

Upon the objection (the “Objection”)² filed by the Woodbridge Liquidation Trust (the “Trust”), formed pursuant to the confirmed and effective *First Amended Joint Chapter 11 Plan of Liquidation of Woodbridge Group of Companies, LLC and its Affiliated Debtors* [D.I. 2397] (the “Plan”) in the jointly-administered chapter 11 bankruptcy cases (the “Chapter 11 Cases”) of Woodbridge Group of Companies, LLC and its affiliated debtors and debtors in possession (collectively, the “Debtors”), seeking entry of an order, pursuant to section 502(b) of the Bankruptcy Code, Bankruptcy Rules 3001, 3003, and 3007, and Local Rules 3007-1 and 3007-2, (i) disallowing and expunging Claim No. 9763 (the “Disputed Claim”) asserted by Paul Labiner Revocable Trust Dated 1/15/13 (“Claimant”), (ii) directing the Claims Agent to reflect the foregoing modifications in the Claims Register, and (iii) waiving Local Rule 3007-1(f)(iii) to the extent such rule may otherwise bar the assertion of any subsequent substantive objection (if any)

¹ The Remaining Debtors and the last four digits of their respective federal tax identification numbers are as follows: Woodbridge Group of Companies, LLC (3603) and Woodbridge Mortgage Investment Fund 1, LLC (0172). The Remaining Debtors’ mailing address is 14140 Ventura Boulevard #302, Sherman Oaks, California 91423.

² Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Objection.

to the Disputed Claim; and upon consideration of the record of these Chapter 11 Cases and the Jeremiassen Declaration; and it appearing that the Court has jurisdiction to consider the Objection in accordance with 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United States District Court for the District of Delaware dated February 29, 2012; and it appearing that the Objection is a core matter pursuant to 28 U.S.C. § 157(b)(2) and that the Court may enter a final order consistent with Article III of the United States Constitution; and it appearing that venue of these Cases and of the Objection is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it appearing that due and adequate notice of the Objection has been given under the circumstances and that no other or further notice need be given; and after due deliberation, and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, and DECREED THAT:

1. The Objection is SUSTAINED as set forth herein.
2. The Disputed Claim is disallowed and expunged in its entirety.
3. The Claims Agent is directed to modify the Claims Register to comport with the relief granted by this Order.
4. For the avoidance of doubt and to the extent applicable, Local Rule 3007-1(f)(iii) is hereby deemed waived with respect to the relief requested in the Objection and granted by this Order.
5. Nothing in this Order shall be deemed (i) an admission as to the validity of any claim, (ii) a waiver of the Trust's rights to dispute any claim on any grounds, (iii) a promise or requirement to pay any claim, (iv) an implication or admission that any claim is of a type referenced or defined in the Objection, (v) an implication or admission that any contract or lease is executory or unexpired, as applicable, (vi) a waiver or limitation of any of the Trust's rights

under the Bankruptcy Code or applicable law, (vii) a request or authorization to assume or reject any agreement under Bankruptcy Code section 365, (viii) a waiver of any party's rights to assert that any other party is in breach or default of any agreement, or (ix) an implication or admission that any contract or lease is integrated with any other contract or lease.

6. Notwithstanding any applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, or the Local Rules, this Order shall be effective immediately upon its entry.

7. The Trust is authorized to take all actions necessary or appropriate to effectuate the relief granted pursuant to this Order in accordance with the Objection.

8. This Court shall retain jurisdiction and power with respect to all matters arising from or related to the implementation or interpretation of this Order.

EXHIBIT B

Jeremiassen Declaration

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

WOODBIDGE GROUP OF COMPANIES, LLC, *et al.*,¹

Remaining Debtors.

Chapter 11

Case No. 17-12560 (BLS)

(Jointly Administered)

**DECLARATION OF THOMAS P. JEREMIASSEN IN SUPPORT OF TRUST'S
OBJECTION TO CLAIM NO. 9763 ASSERTED BY PAUL LABINER
REVOCABLE TRUST DATED 1/15/13**

I, Thomas P. Jeremiassen, hereby declare under penalty of perjury, pursuant to section 1746 of title 28 of the United States Code, as follows:

1. I am a Senior Managing Director of Development Specialists, Inc. ("DSI"), located at 333 S. Grand Avenue Suite 4100, Los Angeles, California 90071. Following the "Effective Date" of the *First Amended Joint Chapter 11 Plan of Liquidation of Woodbridge Group of Companies, LLC and Its Affiliated Debtors* (the "Plan"), DSI has been engaged to provide forensic accounting and financial advisory services to the Woodbridge Wind-Down Entity LLC (the "Wind-Down Entity") and the Woodbridge Liquidation Trust (the "Trust").

2. Prior to the "Effective Date" of the Plan, I supported the Chief Restructuring Officer of WGC Independent Manager LLC, a Delaware limited liability company ("WGC Independent Manager"), which was the sole manager of debtor Woodbridge Group of Companies, LLC, a Delaware limited liability company and an affiliate of each of the entities

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that were debtors and debtors in possession (each, a “Debtor” and collectively, the “Debtors”) in the above-captioned jointly administered chapter 11 cases (the “Chapter 11 Cases”).

3. On February 13, 2018, the Court entered an order authorizing the Debtors to retain and employ DSI as their restructuring advisor. In such capacity, I became familiar with the day-to-day operations and financial affairs of the Debtors. I was one of the individuals responsible for implementing the Debtors’ wind-down and liquidation strategies and overseeing the Debtors’ financial and operational affairs. I have been consistently involved in or am familiar with the Debtors’ wind-down activities and development of the Plan.

4. I have reviewed and am generally familiar with the Objection and the Disputed Claim that is the subject thereof. Based on that review, the information contained in the Objection is true and correct to the best of my knowledge and belief.

5. Prior to the Petition Date, certain of the Debtors were in the business of purchasing from individual litigants or their beneficiaries (the “Sellers”) the rights, title, and interest to structured payment streams (the “Assigned Payments”) under annuity policies in respect of the settlement of litigation unrelated to the Debtors. In exchange for a lump sum payment to the Sellers, the Debtors would acquire, via court order pursuant to applicable state and federal statutes protecting structured settlement transactions, the Seller’s right to receive the Assigned Payments directly from the applicable third-party payors, typically life insurance/annuity companies (any such payor, a “Third-Party Payor”). Woodbridge SF would market and sell the Assigned Payments to investors.

6. The Claimant and Woodbridge SF entered into the Assignment Agreement, which set forth the terms upon which Woodbridge SF would assign to Claimant the rights to such Assigned Payments acquired from Sellers. In accordance with the Assignment Agreement, from

time to time, Woodbridge SF would deliver offer sheets to the Claimant setting forth the terms upon which the Claimant could purchase various Assigned Payments. If the Claimant executed and returned such offer sheets to Woodbridge SF and Woodbridge SF accepted such offer, the Claimant would make a lump sum payment of the purchase price to Woodbridge SF or one of its affiliates, and that entity would assign the offered Assigned Payments to the Claimant. At all times, the party obligated to make the Assigned Payments (first to the Seller and then to the Claimant) is the Third-Party Payor.

7. Here, the Claimant erroneously filed the Disputed Claim against Debtor Woodbridge SF, which has no liability for the Disputed Claim. The Claimant merely purchased from Woodbridge SF or one of its affiliates the right to receive the Assigned Payments set forth in the Dancy Offer Sheet.² The obligor with the obligation to pay the Assigned Payments set forth in the Dancy Offer Sheet is Genworth. Because this Third-Party Payor, and *not* the Debtors, is the only obligor with liability for the Assigned Payments under the terms of the Dancy Order and the related agreements, the Debtors are not liable to the Claimant for the Disputed Claim. In addition, the Disputed Claim was tardily filed after the General Bar Date.

8. Accordingly, as requested in the Objection, the Disputed Claim should be disallowed and expunged in its entirety.

9. Attached to the Objection is Exhibit D is a true and correct copy of the Dancy Closing Book.

² The Assigned Payments set forth in the Dancy Offer Sheet are life contingent, meaning, they are payable by the applicable Third-Party Payor only as long as the particular Seller is living at the time an Assigned Payment comes due. Woodbridge SF formerly performed periodic verifications of life. On or about February 19, 2019, the Debtors informed applicable investors, including the Claimant, that Woodbridge SF would no longer be performing such life verification services.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: August 2, 2019

/s/ Thomas P. Jeremiassen

Thomas P. Jeremiassen

EXHIBIT C

Disputed Claim

UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF DELAWARE

To select a debtor, please see attached Exhibit A.



WGC0235749092

01028670



PAUL LABINER REVOCABLE TRUST DATED 1/15/13
5499 NORTH FEDERAL HIGHWAY
BOCA RATON, FL 33487

Your Claim is Scheduled As Follows:

FILED - 09763

DISTRICT OF DELAWARE

WOODBRIDGE GROUP OF COMPANIES, LLC

17-12560/JUDGE KEVIN J. CAREY

If an amount is identified above, you have a claim scheduled by one of the Debtors as shown. Please consult the Bar Date Notice for details regarding who is and is not required to file a proof of claim. If you assert an ownership interest, rather than a claim, in a Debtor, please do not use this form. Please instead use the form available at <http://cases.gardencitygroup.com/wgc>.

Proof of Claim

Official Form 410*

Read the instructions before filling out this form. Do not use this form to make a request for payment of an administrative expense except for pursuant to Bankruptcy Code section 503(b)(9). Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

This chapter 11 case was commenced in the United States Bankruptcy Court for the District of Delaware, on December 4, 2017 (the "Petition Date.") Fill in all the information for the claim as of the Petition Date.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Paul Labiner Revocable Trust, Paul Labiner Trustee</u>																														
	Name of the current creditor (the person or entity to be paid for this claim)																														
	Other names the creditor used with the debtor _____																														
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No																														
	<input type="checkbox"/> Yes. From whom? _____																														
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)																													
	<table border="0"> <tr> <td>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</td> <td>Name</td> <td>Name</td> </tr> <tr> <td></td> <td><u>Paul Labiner</u></td> <td></td> </tr> <tr> <td></td> <td>Number Street</td> <td>Number Street</td> </tr> <tr> <td></td> <td><u>5499 No. Federal Hwy</u></td> <td></td> </tr> <tr> <td></td> <td>City State ZIP Code</td> <td>City State ZIP Code</td> </tr> <tr> <td></td> <td><u>Boca Raton, FL 33487</u></td> <td></td> </tr> <tr> <td></td> <td>Contact phone</td> <td>Contact phone</td> </tr> <tr> <td></td> <td><u>561-998-2362</u></td> <td></td> </tr> <tr> <td></td> <td>Contact email</td> <td>Contact email</td> </tr> <tr> <td></td> <td><u>paul@plabincorx.com</u></td> <td></td> </tr> </table>		Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Name	Name		<u>Paul Labiner</u>			Number Street	Number Street		<u>5499 No. Federal Hwy</u>			City State ZIP Code	City State ZIP Code		<u>Boca Raton, FL 33487</u>			Contact phone	Contact phone		<u>561-998-2362</u>			Contact email	Contact email		<u>paul@plabincorx.com</u>
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Name	Name																													
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	<u>Boca Raton, FL 33487</u>																														
	Contact phone	Contact phone																													
	<u>561-998-2362</u>																														
	Contact email	Contact email																													
	<u>paul@plabincorx.com</u>																														
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No																														
	<input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____																														
	Filed on	MM/DD/YYYY																													
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No																														
	<input type="checkbox"/> Yes. Who made the earlier filing? _____																														



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 139,707.70 Does this amount include interest or other charges?
 No
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
 Limit disclosing information that is entitled to privacy, such as health care information.
Structured Settlement

9. Is all or part of the claim secured? No
 Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No
 Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? No
 Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Check all that apply: A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	Amount entitled to priority \$ _____
	<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
	<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
	<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

*Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.



13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)? No
 Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____

14. Has the claimant asserted any Debtor-related claims against any third party? No
 Yes. Provide the details of where you asserted any Debtor-related claims against a third party. _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.
 I am the creditor's attorney or authorized agent.
 I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
 I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 8/18/2018
MM/DD/YYYY

Signature [Handwritten Signature]

Print the name of the person who is completing and signing this claim:

Name Paul S Labine
First name Middle name Last name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 5499 No. Federal Hwy Ste K
Number Street

Boon Hatten IL 33407
City State ZIP Code

Contact phone 561 998-2362 Email paul@plabinesq.com

IF SUBMITTING A HARD COPY OF A PROOF OF CLAIM FORM, PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: IF BY MAIL: WOODBRIDGE GROUP OF COMPANIES, LLC, ET AL. P.O. BOX 10545, DUBLIN, OHIO 43017-0208. IF BY HAND OR OVERNIGHT COURIER: WOODBRIDGE GROUP OF COMPANIES, LLC, ET AL., C/O GCG, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS JUNE 19, 2018 AT 5:00 P.M. (PREVAILING EASTERN TIME)
 THE GOVERNMENT BAR DATE IS EITHER JUNE 4, 2018, AUGUST 8, 2018, SEPTEMBER 5, 2018 SEPTEMBER 19, 2018, OR SEPTEMBER 24, 2018, DEPENDING ON WHICH DEBTOR YOUR CLAIM IS AGAINST, AS SET FORTH ON EXHIBIT I TO THE BAR DATE ORDER, AVAILABLE AT <http://cases.gardencitygroup.com/wgc/>

Official Form 410**Instructions for Proof of Claim**

United States Bankruptcy Court

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the Debtor, exceptions to these general rules may apply. The attorneys for the Debtors and their court-appointed claims agent, Garden City Group, LLC ("GCG"), are not authorized and are not providing you with any legal advice.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- **Fill in all the information for the claim as of the Petition Date.**
- **If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.**
- **Attach any supporting documents to this form.**
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *Redaction* of information in the section below.)
Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).
- **Do not attach original documents because attachments may be destroyed after scanning.**
- **If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.**
- **A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth. See Bankruptcy Rule 9037.**
- **For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian. For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.**

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, enclose a stamped self-addressed envelope and a copy of this form. You will also receive an acknowledgment letter from GCG after your proof of claim form has been processed. You will also be able to view the details of your claim and your Proof of Claim form, including supporting documentation, on the claims register hosted on the case administration website, <http://cases.gardencitygroup.com/wgc/>.

**Understand the terms used in this form**

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate. 11 U.S.C. § 503.

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. §101 (5). A claim may be secured or unsecured.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. §101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. §507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form used by the creditor to indicate the amount of the debt owed by the Debtor on the date of the bankruptcy filing. The creditor must file the form with GCG as described in the instructions above and in the Bar Date Notice.

Redaction of information: *Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to privacy on the Proof of Claim form and any attached documents.*

Secured claim under 11 U.S.C. §506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Uniform claim identifier: An optional 24-character identifier that some creditors use to facilitate electronic payment.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Display of Proof of Claim on Case Administration Website: As the official claims agent, and in accordance with Federal Bankruptcy Rule 9037(g), GCG will display your proof of claim form, including supporting documentation, on the case administration website. Please be aware that any personal information not otherwise redacted on your proof of claim form will be displayed over the internet.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Do not file these instructions with your form.

3359

63-4/630 FL
3365

PAUL LABINER, ESQ
PH: 561-998-2362
5499 N. FEDERAL HIGHWAY STE K
BOCA RATON, FL 33487

DATE 1/22/13

PAY TO THE ORDER OF

Woodbridge Structured Funding Escrow Account \$ 14,123.84
Fourteen Thousand One Hundred Twenty Three 84/100 - DOLLARS

Bank of America

ACH BIT 083100277

FOR 8761653

Labiner Rev Trust - OBNEY IV



⑆003359⑆ ⑆063000047⑆ 009398518707⑆

GUARANTEE SAFETY

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT.

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

BNY MELLON TRUST OF DELAWARE
NEWARK, DELAWARE

FIDELITY
BROKERAGE SERVICES LLC

No. 203017386
62-35/311

February 11, 2013

PAY One Hundred Twenty Seven Thousand One Hundred Fourteen Dollars and 54 Cents

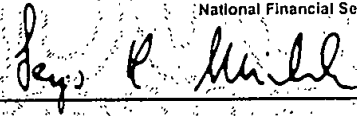
**\$127,114.54

TO
THE
ORDER
OF

WOODBIDGE STRUCTURED FUNDING
ESCROW ACCOUNT
5499 N FEDERAL HWY STE K
BOCA RATON FL 33487-4993

Not valid after 90 days

National Financial Services LLC



Authorized Signature(s)

⑈ 203017386 ⑈ ⑆ 031100351 ⑆ ⑈ 0300974201 ⑈

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO SEE THE MARK WHEN CHECKING THE ENDORSEMENTS.

Name of Debtor:	Case No.	Name of Debtor:	Case No.
<input type="checkbox"/> Imperial Aly Investments, LLC	17-12708 (KJC)	<input type="checkbox"/> M96 Lilac Valley Holding Company, LLC	18-10295 (KJC)
<input type="checkbox"/> Ironsides Investments, LLC	17-12714 (KJC)	<input type="checkbox"/> M97 Red Wood Holding Company, LLC	17-12823 (KJC)
<input type="checkbox"/> Kirkstead Investments, LLC	18-10675 (KJC)	<input type="checkbox"/> M99 Ironsides Holding Company, LLC	17-12710 (KJC)
<input type="checkbox"/> Lenni Heights Investments, LLC	17-12720 (KJC)	<input type="checkbox"/> Mason Run Investments, LLC	17-12751 (KJC)
<input type="checkbox"/> Lilac Meadow Investments, LLC	17-12728 (KJC)	<input type="checkbox"/> Massabasic Investments, LLC	18-10293 (KJC)
<input type="checkbox"/> Lilac Valley Investments, LLC	18-10292 (KJC)	<input type="checkbox"/> Melody Lane Investments, LLC	17-12757 (KJC)
<input type="checkbox"/> Lincolnshire Investments, LLC	17-12733 (KJC)	<input type="checkbox"/> Merrimack Valley Investments, LLC	17-12665 (KJC)
<input type="checkbox"/> Lonetree Investments, LLC	17-12740 (KJC)	<input type="checkbox"/> Mineola Investments, LLC	17-12673 (KJC)
<input type="checkbox"/> Longbourn Investments, LLC	17-12746 (KJC)	<input type="checkbox"/> Monadnock Investments, LLC	17-12682 (KJC)
<input type="checkbox"/> M10 Gateshead Holding Company, LLC	17-12593 (KJC)	<input type="checkbox"/> Moravian Investments, LLC	17-12690 (KJC)
<input type="checkbox"/> M11 Anchorpoint Holding Company, LLC	17-12565 (KJC)	<input type="checkbox"/> Mount Washington Investments, LLC	18-10736 (KJC)
<input type="checkbox"/> M13 Cablestay Holding Company, LLC	17-12795 (KJC)	<input type="checkbox"/> Mountain Spring Investments, LLC	17-12698 (KJC)
<input type="checkbox"/> M14 Crossbeam Holding Company, LLC	17-12645 (KJC)	<input type="checkbox"/> Mt. Holy Investments, LLC	17-12707 (KJC)
<input type="checkbox"/> M15 Doubleleaf Holding Company, LLC	17-12749 (KJC)	<input type="checkbox"/> Mutsu Investments, LLC	17-12719 (KJC)
<input type="checkbox"/> M16 Kirkstead Holding Company, LLC	18-10676 (KJC)	<input type="checkbox"/> Newville Investments, LLC	17-12734 (KJC)
<input type="checkbox"/> M17 Lincolnshire Holding Company, LLC	17-12730 (KJC)	<input type="checkbox"/> Old Carbon Investments, LLC	17-12743 (KJC)
<input type="checkbox"/> M19 Arrowpoint Holding Company, LLC	17-12577 (KJC)	<input type="checkbox"/> Old Maitland Investments, LLC	17-12752 (KJC)
<input type="checkbox"/> M22 Drawspan Holding Company, LLC	17-12764 (KJC)	<input type="checkbox"/> Owl Ridge Investments, LLC	17-12763 (KJC)
<input type="checkbox"/> M24 Fieldpoint Holding Company, LLC	17-12791 (KJC)	<input type="checkbox"/> Papirovka Investments, LLC	17-12774 (KJC)
<input type="checkbox"/> M25 Centershot Holding Company, LLC	17-12583 (KJC)	<input type="checkbox"/> Pawtuckaway Investments, LLC	17-12783 (KJC)
<input type="checkbox"/> M26 Archivolt Holding Company, LLC	17-12573 (KJC)	<input type="checkbox"/> Pemberley Investments, LLC	17-12790 (KJC)
<input type="checkbox"/> M27 Brise Soleil Holding Company, LLC	17-12760 (KJC)	<input type="checkbox"/> Pemigewasset Investments, LLC	17-12800 (KJC)
<input type="checkbox"/> M28 Broadlands Holding Company, LLC	17-12773 (KJC)	<input type="checkbox"/> Pennhurst Investments, LLC	18-10296 (KJC)
<input type="checkbox"/> M29 Brynderwen Holding Company, LLC	17-12781 (KJC)	<input type="checkbox"/> Pepperwood Investments, LLC	17-12804 (KJC)
<input type="checkbox"/> M31 Cannington Holding Company, LLC	17-12801 (KJC)	<input type="checkbox"/> Pinney Investments, LLC	17-12808 (KJC)
<input type="checkbox"/> M32 Dollis Brook Holding Company, LLC	17-12731 (KJC)	<input type="checkbox"/> Pinova Investments, LLC	17-12812 (KJC)
<input type="checkbox"/> M33 Harringworth Holding Company, LLC	17-12667 (KJC)	<input type="checkbox"/> Quarterpost Investments, LLC	17-12816 (KJC)
<input type="checkbox"/> M34 Quarterpost Holding Company, LLC	17-12814 (KJC)	<input type="checkbox"/> Red Woods Investments, LLC	17-12824 (KJC)
<input type="checkbox"/> M36 Springline Holding Company, LLC	17-12584 (KJC)	<input type="checkbox"/> Ridgecrest Investments, LLC	17-12821 (KJC)
<input type="checkbox"/> M37 Topchord Holding Company, LLC	17-12662 (KJC)	<input type="checkbox"/> Riley Creek Investments, LLC	17-12826 (KJC)
<input type="checkbox"/> M38 Pemberley Holding Company, LLC	17-12787 (KJC)	<input type="checkbox"/> Rising Sun Investments, LLC	17-12828 (KJC)
<input type="checkbox"/> M39 Derbyshire Holding Company, LLC	17-12692 (KJC)	<input type="checkbox"/> Sachs Bridge Investments, LLC	18-10297 (KJC)
<input type="checkbox"/> M40 Longbourn Holding Company, LLC	17-12742 (KJC)	<input type="checkbox"/> Sagebrook Investments, LLC	17-12830 (KJC)
<input type="checkbox"/> M41 Silverthorne Holding Company, LLC	17-12838 (KJC)	<input type="checkbox"/> Seven Stars Investments, LLC	17-12832 (KJC)
<input type="checkbox"/> M43 White Dome Holding Company, LLC	17-12706 (KJC)	<input type="checkbox"/> Silk City Investments, LLC	17-12834 (KJC)
<input type="checkbox"/> M44 Widemest Holding Company, LLC	17-12718 (KJC)	<input type="checkbox"/> Silver Maple Investments, LLC	17-12836 (KJC)
<input type="checkbox"/> M45 Clover Basin Holding Company, LLC	17-12618 (KJC)	<input type="checkbox"/> Silverleaf Funding, LLC	17-12837 (KJC)
<input type="checkbox"/> M46 Owl Ridge Holding Company, LLC	17-12759 (KJC)	<input type="checkbox"/> Silverthorne Investments, LLC	17-12582 (KJC)
<input type="checkbox"/> M48 Vallecito Holding Company, LLC	17-12670 (KJC)	<input type="checkbox"/> Springline Investments, LLC	17-12585 (KJC)
<input type="checkbox"/> M49 Squaretop Holding Company, LLC	17-12588 (KJC)	<input type="checkbox"/> Springvale Investments, LLC	18-10298 (KJC)
<input type="checkbox"/> M5 Stepstone Holding Company, LLC	17-12601 (KJC)	<input type="checkbox"/> Squaretop Investments, LLC	17-12589 (KJC)
<input type="checkbox"/> M50 Wetterhorn Holding Company, LLC	17-12689 (KJC)	<input type="checkbox"/> Stayan Investments, LLC	17-12594 (KJC)
<input type="checkbox"/> M51 Coffee Creek Holding Company, LLC	17-12624 (KJC)	<input type="checkbox"/> Steele Hill Investments, LLC	17-12598 (KJC)
<input type="checkbox"/> M53 Castle Pines Holding Company, LLC	17-12571 (KJC)	<input type="checkbox"/> Stepstone Investments, LLC	17-12606 (KJC)
<input type="checkbox"/> M54 Lonetree Holding Company, LLC	17-12737 (KJC)	<input type="checkbox"/> Strawberry Fields Investments, LLC	17-12613 (KJC)
<input type="checkbox"/> M56 Haffenburg Holding Company, LLC	17-12656 (KJC)	<input type="checkbox"/> Sturmer Pippin Investments, LLC	17-12629 (KJC)
<input type="checkbox"/> M57 Ridgecrest Holding Company, LLC	17-12818 (KJC)	<input type="checkbox"/> Summerfree Investments, LLC	17-12635 (KJC)
<input type="checkbox"/> M58 Springvale Holding Company, LLC	18-10294 (KJC)	<input type="checkbox"/> Summit Cut Investments, LLC	17-12640 (KJC)
<input type="checkbox"/> M60 Thunder Basin Holding Company, LLC	17-12654 (KJC)	<input type="checkbox"/> Thornbury Farm Investments, LLC	17-12651 (KJC)
<input type="checkbox"/> M61 Mineola Holding Company, LLC	17-12668 (KJC)	<input type="checkbox"/> Thunder Basin Investments, LLC	17-12657 (KJC)
<input type="checkbox"/> M62 Sagebrook Holding Company, LLC	17-12829 (KJC)	<input type="checkbox"/> Topchord Investments, LLC	17-12664 (KJC)
<input type="checkbox"/> M63 Crowfield Holding Company, LLC	17-12655 (KJC)	<input type="checkbox"/> Vallecito Investments, LLC	17-12675 (KJC)
<input type="checkbox"/> M67 Mountain Spring Holding Company, LLC	17-12695 (KJC)	<input type="checkbox"/> Varga Investments, LLC	17-12685 (KJC)
<input type="checkbox"/> M68 Goosebrook Holding Company, LLC	17-12615 (KJC)	<input type="checkbox"/> Wall 123, LLC	18-10508 (KJC)
<input type="checkbox"/> M70 Pinney Holding Company, LLC	17-12806 (KJC)	<input type="checkbox"/> Wetterhorn Investments, LLC	17-12693 (KJC)
<input type="checkbox"/> M71 Eldredge Holding Company, LLC	17-12771 (KJC)	<input type="checkbox"/> White Birch Investments, LLC	17-12702 (KJC)
<input type="checkbox"/> M72 Daleville Holding Company, LLC	17-12683 (KJC)	<input type="checkbox"/> White Dome Investments, LLC	17-12709 (KJC)
<input type="checkbox"/> M73 Mason Run Holding Company, LLC	17-12748 (KJC)	<input type="checkbox"/> Whiteacre Funding, LLC	17-12713 (KJC)
<input type="checkbox"/> M74 Varga Holding Company, LLC	17-12680 (KJC)	<input type="checkbox"/> Widemest Investments, LLC	17-12723 (KJC)
<input type="checkbox"/> M75 Riley Creek Holding Company, LLC	17-12825 (KJC)	<input type="checkbox"/> Willow Grove Investments, LLC	17-12732 (KJC)
<input type="checkbox"/> M76 Chaplin Holding Company, LLC	17-12587 (KJC)	<input type="checkbox"/> Winding Road Investments, LLC	17-12739 (KJC)
<input type="checkbox"/> M77 Frog Rock Holding Company, LLC	18-10734 (KJC)	<input type="checkbox"/> WMF Management, LLC	17-12745 (KJC)
<input type="checkbox"/> M79 Chestnut Holding Company, LLC	17-12595 (KJC)	<input type="checkbox"/> Woodbridge Capital Investments, LLC	17-12750 (KJC)
<input type="checkbox"/> M80 Hazelpoint Holding Company, LLC	17-12672 (KJC)	<input type="checkbox"/> Woodbridge Commercial Bridge Loan Fund 1, LLC	17-12754 (KJC)
<input type="checkbox"/> M83 Mt. Holy Holding Company, LLC	17-12703 (KJC)	<input type="checkbox"/> Woodbridge Commercial Bridge Loan Fund 2, LLC	17-12758 (KJC)
<input type="checkbox"/> M85 Glenn Rich Holding Company, LLC	17-12599 (KJC)	<input type="checkbox"/> Woodbridge Commercial Bridge Loan Fund 2, LLC	17-12758 (KJC)
<input type="checkbox"/> M86 Steele Hill Holding Company, LLC	17-12596 (KJC)	<input type="checkbox"/> Woodbridge Group of Companies, LLC	17-12560 (KJC)
<input type="checkbox"/> M87 Hackmatack Hills Holding Company, LLC	17-12652 (KJC)	<input type="checkbox"/> Woodbridge Investments, LLC	17-12761 (KJC)
<input type="checkbox"/> M88 Franconia Notch Holding Company, LLC	17-12796 (KJC)	<input type="checkbox"/> Woodbridge Mezzanine Fund 1, LLC	17-12765 (KJC)
<input type="checkbox"/> M89 Mount Washington Holding Company, LLC	18-10735 (KJC)	<input type="checkbox"/> Woodbridge Mortgage Investment Fund 1, LLC	17-12768 (KJC)
<input type="checkbox"/> M9 Donnington Holding Company, LLC	17-12741 (KJC)	<input type="checkbox"/> Woodbridge Mortgage Investment Fund 2, LLC	17-12772 (KJC)
<input type="checkbox"/> M90 Merrimack Valley Holding Company, LLC	17-12658 (KJC)	<input type="checkbox"/> Woodbridge Mortgage Investment Fund 3, LLC	17-12776 (KJC)
<input type="checkbox"/> M91 Newville Holding Company, LLC	17-12726 (KJC)	<input type="checkbox"/> Woodbridge Mortgage Investment Fund 3A, LLC	17-12780 (KJC)
<input type="checkbox"/> M92 Crystal Woods Holding Company, LLC	17-12671 (KJC)	<input type="checkbox"/> Woodbridge Mortgage Investment Fund 4, LLC	17-12784 (KJC)
<input type="checkbox"/> M93 Goose Rocks Holding Company, LLC	17-12605 (KJC)	<input checked="" type="checkbox"/> Woodbridge Structured Funding, LLC	17-12786 (KJC)
<input type="checkbox"/> M94 Winding Road Holding Company, LLC	17-12736 (KJC)	<input type="checkbox"/> Zestar Investments, LLC	17-12792 (KJC)
<input type="checkbox"/> M95 Pepperwood Holding Company, LLC	17-12802 (KJC)		

Name of Debtor:

- 215 North 12th Street, LLC
- 695 Buggy Circle, LLC
- Addison Park Investments, LLC
- Anchorpoint Investments, LLC
- Arborvitae Investments, LLC
- Archivolt Investments, LLC
- Arlington Ridge Investments, LLC
- Arrowpoint Investments, LLC
- Baleroy Investments, LLC
- Basswood Holding, LLC
- Bay Village Investments, LLC
- Bear Brook Investments, LLC
- Beech Creek Investments, LLC
- Bellflower Funding, LLC
- Bishop White Investments, LLC
- Black Bass Investments, LLC
- Black Locust Investments, LLC
- Blazingstar Funding, LLC
- Bluff Point Investments, LLC
- Bowman Investments, LLC
- Bramley Investments, LLC
- Brise Soleil Investments, LLC
- Broadsands Investments, LLC
- Brynderwen Investments, LLC
- Buggy Circle Holdings, LLC
- Cablestay Investments, LLC
- Cannington Investments, LLC
- Carbondale Doocy, LLC
- Carbondale Glen Lot A-5, LLC
- Carbondale Glen Lot D-22, LLC
- Carbondale Glen Lot E-24, LLC
- Carbondale Glen Lot GV-13, LLC
- Carbondale Glen Lot L-2, LLC
- Carbondale Glen Lot SD-14, LLC
- Carbondale Glen Lot SD-23; LLC
- Carbondale Glen Mesa Lot 19, LLC
- Carbondale Glen River Mesa, LLC
- Carbondale Glen Sundance Ponds, LLC
- Carbondale Glen Sweetgrass Vista, LLC
- Carbondale Peaks Lot L-1, LLC
- Carbondale Spruce 101, LLC
- Carbondale Sundance Lot 15, LLC
- Carbondale Sundance Lot 16, LLC
- Castle Pines Investments, LLC
- Centershot Investments, LLC
- Chaplin Investments, LLC
- Chestnut Investments, LLC
- Chestnut Ridge Investments, LLC
- Clover Basin Investments, LLC
- Coffee Creek Investments, LLC
- Craven Investments, LLC
- Crossbeam Investments, LLC
- Crowfield Investments, LLC
- Crystal Valley Holdings, LLC
- Crystal Woods Investments, LLC
- Cuco Settlement, LLC
- Daleville Investments, LLC
- Deerfield Park Investments, LLC
- Derbyshire Investments, LLC
- Diamond Cove Investments, LLC
- Dixville Notch Investments, LLC
- Dogwood Valley Investments, LLC
- Dollis Brook Investments, LLC
- Donnington Investments, LLC
- Doubleleaf Investments, LLC
- Drawspan Investments, LLC
- Eldredge Investments, LLC
- Elstar Investments, LLC
- Emerald Lake Investments, LLC
- Fieldpoint Investments, LLC
- Franconia Notch Investments, LLC
- Frog Rock Investments, LLC
- Gateshead Investments, LLC
- Glenn Rich Investments, LLC
- Goose Rocks Investments, LLC
- Goosebrook Investments, LLC
- Graeme Park Investments, LLC

Case No:

- 17-12561 (KJC)
- 18-10670 (KJC)
- 17-12563 (KJC)
- 17-12566 (KJC)
- 17-12572 (KJC)
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- 17-12597 (KJC)
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- 17-12617 (KJC)
- 17-12622 (KJC)

Name of Debtor:

- Grand Midway Investments, LLC
- Gravenstein Investments, LLC
- Green Gables Investments, LLC
- Grenadier Investments, LLC
- Grumblethorpe Investments, LLC
- H10 Deerfield Park Holding Company, LLC
- H11 Silk City Holding Company, LLC
- H12 White Birch Holding Company, LLC
- H13 Bay Village Holding Company, LLC
- H14 Dixville Notch Holding Company, LLC
- H15 Bear Brook Holding Company, LLC
- H16 Monadnock Holding Company, LLC
- H17 Pemigewasset Holding Company, LLC
- H18 Massabesic Holding Company, LLC
- H19 Emerald Lake Holding Company, LLC
- H2 Arlington Ridge Holding Company, LLC
- H20 Bluff Point Holding Company, LLC
- H21 Summerfree Holding Company, LLC
- H22 Papirovka Holding Company, LLC
- H23 Pinova Holding Company, LLC
- H24 Stayman Holding Company, LLC
- H25 Elstar Holding Company, LLC
- H26 Gravenstein Holding Company, LLC
- H27 Grenadier Holding Company, LLC
- H28 Black Locust Holding Company, LLC
- H29 Zestar Holding Company, LLC
- H30 Silver Maple Holding Company, LLC
- H31 Addison Park Holding Company, LLC
- H32 Arborvitae Holding Company, LLC
- H33 Hawthorn Holding Company, LLC
- H35 Hornbeam Holding Company, LLC
- H36 Stummer Pippin Holding Company, LLC
- H37 Idared Holding Company, LLC
- H38 Mutsu Holding Company, LLC
- H39 Haralson Holding Company, LLC
- H4 Pawtuckaway Holding Company, LLC
- H40 Bramley Holding Company, LLC
- H41 Grumblethorpe Holding Company, LLC
- H43 Lenni Heights Holding Company, LLC
- H44 Green Gables Holding Company, LLC
- H46 Beech Creek Holding Company, LLC
- H47 Summit Cut Holding Company, LLC
- H49 Bowman Holding Company, LLC
- H5 Chestnut Ridge Holding Company, LLC
- H50 Sachs Bridge Holding Company, LLC
- H51 Old Carbon Holding Company, LLC
- H52 Willow Grove Holding Company, LLC
- H53 Black Bass Holding Company, LLC
- H54 Seven Stars Holding Company, LLC
- H55 Old Maitland Holding Company, LLC
- H56 Craven Holding Company, LLC
- H58 Baleroy Holding Company, LLC
- H59 Rising Sun Holding Company, LLC
- H6 Lilac Meadow Holding Company, LLC
- H60 Moravian Holding Company, LLC
- H61 Grand Midway Holding Company, LLC
- H64 Pennhurst Holding Company, LLC
- H65 Thornbury Farm Holding Company, LLC
- H66 Heilbron Manor Holding Company, LLC
- H68 Graeme Park Holding Company, LLC
- H7 Dogwood Valley Holding Company, LLC
- H70 Bishop White Holding Company, LLC
- H74 Imperial Aly Holding Company, LLC
- H76 Diamond Cove Holding Company, LLC
- H8 Melody Lane Holding Company, LLC
- H9 Strawberry Fields Holding Company, LLC
- Hackmatack Investments, LLC
- Haffenburg Investments, LLC
- Haralson Investments, LLC
- Haringworth Investments, LLC
- Hawthorn Investments, LLC
- Hazelpoint Investments, LLC
- Heilbron Manor Investments, LLC
- Holyline Holdings, LLC
- Holyline Owners, LLC
- Hornbeam Investments, LLC
- Idared Investments, LLC

Case No:

- 17-12628 (KJC)
- 17-12632 (KJC)
- 17-12637 (KJC)
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- 17-12688 (KJC)
- 17-12694 (KJC)
- 17-12701 (KJC)

5999 N. FEDERAL HIGHWAY • SUITE K • BOCA RATON, FL 33487

**THE LAW OFFICE
OF
PAUL S. LABINER**



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Woodbridge Group of Companies LLC
PO Box 10545
Dublin, OH 43017

43017-020845

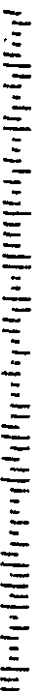


EXHIBIT D

Dancy Closing Book



WOODBIDGE

STRUCTURED FUNDING, LLC

14225 Ventura Blvd, Suite 100, Sherman Oaks, CA 91423

Tel: (818) 386 6300 · (866) 865 7044 · Fax: (866) 452 4499

www.woodbridgeinvestments.com

CLOSING BOOK

Designated Assignee:

Paul Labiner Revocable Trust dated 1/15/13

Annuity Issuer:

Genworth Life and Annuity Insurance Company

Structured Settlement Obligor:

Jamestown Life Insurance Company

Original Payee:

Ed Dancy, IV

Proposed Closing Date:

March 5, 2013

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Annuity Issuer: Genworth Life and Annuity Insurance Company

Original Payee: Ed Dancy, IV

Proposed Closing Date: March 5, 2013

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WOODBIDGE STRUCTURED FUNDING, LLC

14225 Ventura Blvd. Suite 100, Sherman Oaks, CA 91423
Tel: (818) 386 6300 · (866) 865 7044 · Fax: (866) 452 4499
www.woodbridgeinvestments.com

Congratulations on your purchase of a Structured Settlement Fixed Term Annuity from Woodbridge Structured Funding, LLC. We are a market leader in the sale of these investments to discerning investors like you.

Structured Settlement Fixed Term Annuities are created through personal injury litigation. Recipients of these payment streams sell them at a discount in exchange for a lump sum payment now. Payment rights to these annuities are purchased by investors pursuant to State law. The purchase and sale of each payment stream is approved by a court which issues an order redirecting the payments to the investor.

Structured Settlement Fixed Term Annuities earn a fixed rate of interest resulting in a predictable return on your investment. Investors receive payments according to the payment schedule set out in the Court Order which is included in this Closing Book.

This Closing Book has been prepared to give you easy access to important information about your investment. The Table of Contents sets out all of the relevant documentation for your transaction. To get a quick review of your investment, the Transaction Summary provides a convenient synopsis.

A few key points about your investment:

1. Payments will be made by check to the address you provided. You will find this information in the Transaction Summary.
2. You may change your address or deposit method by contacting the Annuity Issuer directly. You will be required to provide a written direction. All of the necessary contact information appears on the page entitled "Contact Information."
3. If you are an individual, the Fixed Payments shall be paid to you regardless of whether you are alive or deceased. In the event of death, your estate administrator should contact the Annuity Issuer to advise of any change of the payment direction.
4. This investment may be taxable. You should consult your tax advisor to obtain advice on the proper tax treatment in your circumstances.
5. If you are purchasing a lump sum payment(s), we strongly encourage you to contact the Annuity Issuer in writing and by telephone at least thirty (30) days before the payment is due to make sure that the Annuity Issuer has the correct name and address for the issuance of your lump sum payment(s).

Thank you for purchasing a Structured Settlement Fixed Term Annuity from Woodbridge Structured Funding, LLC. Should you have any questions, please do not hesitate to contact us.

Sincerely,

Robert Shapiro
President
Woodbridge Structured Funding, LLC

Tab 1

Contact Information and Transaction Summary

Contact Information

Transfer Company

Ash Square Funding, LLC
14225 Ventura Blvd., Suite 100
Sherman Oaks, CA 91423

Original Payee

Ed Dancy, IV
840 Nassau Ave., S.W.
Birmingham, AL 35211

Annuity Issuer

Genworth Life and Annuity Insurance Company
3100 Albert Lankford Dr.
Lynchburg, VA 24501

Structured Settlement Obligor

Jamestown Life Insurance Company
3100 Albert Lankford Dr.
Lynchburg, VA 24501

Transfer Attorney

Maxwell D. Carter
1023 Edenton St.
Birmingham, AL 35243

Transaction Summary for Ed Dancy, IV

State of Transfer :	ALABAMA
Annuity Issuer:	Genworth Life and Annuity Insurance Company
Annuity Policy Number:	1758142
Structured Settlement Obligor :	Jamestown Life Insurance Company
Aggregate Payments:	\$558,668.25
Assigned Payments:	Life-contingent monthly payments of \$2,357.25 commencing April 7, 2024 through December 7, 2043.
Estimated Purchase Price:	\$139,707.70
Effective Interest Rate Purchase:	7.25%
Original Annuitant:	Ed Dancy, IV
Estimated Closing Date:	March 5, 2013

Tab 2

Master Assignment and Assumption Sheet

MASTER ASSIGNMENT AND ASSUMPTION AGREEMENT

This Master Assignment and Assumption Agreement (the "Agreement"), is made by and between Woodbridge Structured Funding, LLC, a State of Delaware limited liability company (the "Assignor") and Paul Labiner Revocable Trust dated 1/15/13 (the "Assignee" or "Paul Labiner Revocable Trust dated 1/15/13").

WHEREAS, from time to time, Woodbridge Structured Funding, LLC will enter into transfer agreements (the "Transfer Agreements") with individuals (the "Sellers") who desire to sell their rights, title and interest to receive and interest in certain structured payments streams (the "Assigned Payment(s)") in exchange for a discounted lump sum payment; and

WHEREAS, from time to time, Woodbridge Structured Funding, LLC, via court order, will assign to Paul Labiner Revocable Trust dated 1/15/13, its rights, title and interest to receive certain interests in various assigned payments under certain Transfer Agreements (the "Assignments");

NOW THEREFORE, in consideration of the agreements, promises, and covenants set forth herein, the Assignor and the Assignee do hereby agree as follows:


1. Non-Circumvention.

- 1.1 The Assignee shall refrain from soliciting business and contracts from sources not their own which have been made available to it through Assignor without the express permission of the Assignor for a period of five years from the date of this Agreement. In addition, all parties to this Agreement, including signatories, affiliates, subsidiaries, partners, and agents to all of the parties to this Agreement will maintain complete confidentiality regarding the Assignments, the Assigned Payment(s), and Transfer Agreements, and will only disclose such business sources under mutual agreement, and only after written permission has been received from the originator of the source.
- 1.2 The Assignee and the Assignor further undertake not to enter into business transaction with banks, investors, brokers, co-brokers, sources of funds or other bodies, the names of which have been provided by either party, unless written permission has been obtained from the other party, or parties, to do so. For the sake of this agreement, it does not matter whether the information is obtained from a natural or a legal person. The Assignee also undertakes not to make use of a third party to circumvent this clause.



Initials

- 1.3 In the event of circumvention of this Agreement by either the Assignee or the Assignor, directly or indirectly, the circumvented party shall be entitled to a legal monetary penalty equal to the maximum service it should realize from such a transaction plus any and all expenses, including but not limited to all legal costs and expenses incurred to recover the lost revenue.
2. Price Quote and Escrow. The Assignor shall deliver from time to time an offer sheet (the "Offer Sheet") to the Assignee. If the Assignee agrees to make an offer on an individual transaction, the Assignee shall execute the Offer Sheet as appropriate and return the signed Offer Sheet to the Assignor. If the Assignor accepts the offer for purchase as set forth in the Offer Sheet (the "Offer") from the Assignee, the Assignor shall notify Assignee as indicated in the Offer Sheet. The Assignor shall then deliver its acceptance to the Assignee. The Assignee shall, as directed in the Offer Sheet, deposit into a escrow account, subject to the terms and conditions of the Offer Sheet, an amount equal to the Assignee's Offer as indicated in the Offer Sheet.
3. Court Order/Stipulation.
- 3.1 Contents of Court Order. The Assignor shall obtain a court order pursuant to Schedule B of this Agreement (the "Court Order") and, where applicable, a stipulation in respect of each sale of Assigned Payment(s) to the Assignee. The Court Order shall include the following provisions:
- (a) A description of the Assigned Payment(s) to be assigned to the Assignee.
 - (b) The Assignee shall be named as the designated assignee of each respective Assigned Payment(s).
 - (c) The Assignee shall be permitted to make address changes for legitimate reasons to the designated address on record with the annuity issuer for the receipt of the Assigned Payment(s).
- 3.2 Indemnity in Court Order/Stipulation. The Assignee understands and agrees that the Court Order and stipulation (where applicable) may include a provision requiring the Assignee to indemnify and hold harmless the annuity issuer and the annuity obligor from any liability, including but not limited to reasonable costs and attorney's fees, for any claims made in connection with, related to or arising out of the transfer of the respective Assigned Payment(s).
- 3.3 Execution on Buyer's behalf. The Assignee authorizes the Assignor to execute each Court Order and, where applicable, each stipulation on Assignee's behalf pursuant to the information provided in Schedule B of this Agreement.


Initials

4. Closing and Payment.

- 4.1 Closing Defined. The closing of each transfer described in this Agreement (the "Closing") shall occur upon the funding into escrow account of an Assignment by the Assignee and after the delivery to and the receipt by the Assignee of a complete closing book (the "Closing Book") as described in Schedule A of this Agreement.
- 4.2 Closing Date. The day on which funds representing the purchase price (the "Purchase Price") are paid and delivered to the Seller and the Assignor respectively shall be the "Closing Date." Upon distribution from the escrow account of the funding amount set forth in the Offer Sheet, the transaction between the Assignor and the Assignee shall constitute a final sale, grant, assignment, transfer and conveyance by the Assignor to the Assignee of all of Assignor's rights, title and interest in, to and under the Assigned Payment(s).
- 4.3 Price and Payment. The Purchase Price for each Assignment shall be paid in accordance with the funding instructions mutually agreed to by the parties to this Agreement and as provided in the Closing Book. It is agreed that the Purchase Price to the Assignor will be calculated, on the day of Closing, from a pre-negotiated discount rate.

5. Representations and Warranties of the Assignor.

- 5.1 The Assignor (and its signatories hereto) has all requisite power and authority to execute, deliver and perform this Agreement.
- 5.2 All signatures in the Closing Books are genuine and the Sellers did not execute such documents under duress.
- 5.3 The Sellers are over the age of eighteen (18) years, are of sound mind and are legally competent to enter into structured settlement transactions and to execute the Transfer Agreement and the documents contained in the Closing Book.
- 5.4 All applicable laws and regulations have been complied with in connection with the Assignment and the Court Order. Specifically, but without limitation, all provisions of the applicable law(s) have been satisfied, including all requisite disclosures and notices provided in accordance therewith and jurisdictional requirements of applicable federal and state statutes.


Initials

- 5.5 The Assignor has the authorization and power to transfer the Assigned Payment(s) and no consents are needed to execute, deliver and perform the Assignor's obligations under this Agreement except for consents that have previously been obtained.
- 5.6 The Assigned Payment(s) are being transferred to the Assignee free and clear of all claims, liens and encumbrances except for those paid and released from the proceeds of the Assignment.
- 5.7 The Assignor shall cooperate with the Assignee to instruct and notify the Annuity Issuer and the Annuity Owner to make the Assigned Payment(s) to Assignee in accordance with the terms of this Agreement and the Assigned Documents, and the Assignor shall execute all other documents and agreements and cooperate with the Assignee to make any filings and to otherwise take any action necessary to ensure that the Assigned Payment(s) are not paid to anyone other than the Assignee as a result of any inaccuracy of the preceding representations and warranties. The Assignor shall direct all appropriate parties that such payments are to be made payable to "Paul Labiner Revocable Trust dated 1/15/13" and sent to the following address:

Paul Labiner Revocable Trust dated 1/15/13
5499 North Federal Hwy
Boca Raton, FL 33487

6. Wiring Instructions. The Assignee and the Assignor acknowledge that the escrow account agent cannot wire funds later than 12:00 PM Pacific Standard Time and that both the Assignee and the Assignor's obligations to each other must be completed in sufficient time in order to allow mailing of documents and wiring of funds.
7. Assumption. Subject to the terms and conditions of this Agreement, and in accordance with the Transfer Agreements, the Assignee shall accept the conveyance and assignment described in the Assignment, and shall also assume, perform, pay, and discharge all of the duties, liabilities, and obligations of the Assignor under the Transfer Agreements and the Assignment. After payment of the Purchase Price to the Assignor, the Assignee is authorized to file any and all UCC Financing Statements as it deems necessary to reflect that the rights of the Assignor to receive the Assigned Payment(s) have been assigned to the Assignee (or any other such entity as the Assignee may designate).
8. Entire Agreement. Neither party has been induced to enter into this Agreement by any covenant, representation or warranty not specifically set forth herein. This Agreement supersedes all prior agreements, arrangements and understandings,



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whether oral or written, and all other communications between the parties hereto concerning the subject matter hereof. No modification, waiver, release, rescission, or amendment of any provision of this Agreement shall be made except by a written instrument duly executed by each of the parties hereto.

9. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Assignor, the Assignee, and their respective successors and assigns.
10. Severability. Any invalid or unenforceable provision shall either be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and the remainder of this Agreement shall remain in full force and effect.
11. Counterparts. This Agreement may be executed simultaneously in two or more counterparts which, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to this Agreement, and may be appended to, any other counterpart. Facsimile transmission of executed signature pages shall be sufficient to bind the executing Party.
12. Confidentiality. The Assignor and the Assignee agree that the contents of this Agreement shall remain confidential, and shall not be disclosed to any person or entity (other than the party's attorneys, auditors, vendees, investors, senior managers, or such employees whose knowledge is required to carry out the terms of this Agreement) except as may be required by law and upon reasonable notice to the parties.
13. Section Headings. Section headings contained in this Agreement are inserted for convenience or reference only and shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction, scope of any of the provisions hereof.
14. Governing Law. This Agreement shall be construed according to the laws of the State of California, without regard to choice of law principles.
15. Disclaimer. Please be advised that this investment may be taxable. Please consult with your own certified public accountant to verify how this affects you, as Woodbridge Structured Funding LLC does not give tax advice.

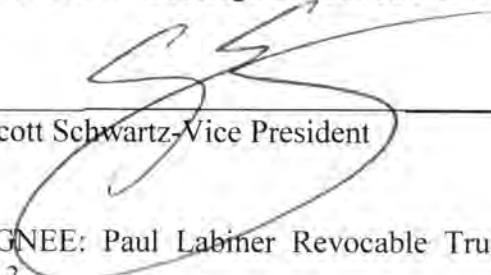
[SIGNATURES ON FOLLOWING PAGE]



Initials

EXECUTED this 21 day of January, 2012³

ASSIGNOR: Woodbridge Structured Funding, LLC


By: Scott Schwartz Vice President

ASSIGNEE: Paul Labiner Revocable Trust dated 1/15/13

By: _____

Title:

Paul Labiner Revocable Trust dated 1/15/13

By:  _____

TIN: 076-48-0139

Initials

SCHEDULE A

CLOSING BOOK REQUIREMENTS

1. Fully executed **Offer Sheet**
2. **Contact Information** for all interested parties
3. **Funding Instructions** to include the method of payment to the Seller. If payment by wire transfer, accurate wiring instructions from the Seller's financial institution.
4. **Amortization Table depicting Assigned Payment(s) with yield to the Assignee calculated at the effective interest rate**
5. **Petition**
6. **Notice of Hearing**
7. **Certificate or Proof of Service**
8. **Court Order** from a court with proper jurisdiction
9. **Stipulation** executed by all interested parties, a **Notice of Assignment** and **Proof of delivery of the administration fee to the Annuity Issuer, or,**
10. **Acknowledgement Letter** from the Annuity Issuer stating that they will direct payments in accordance with the Order to Paul Labiner Revocable Trust dated 1/15/13
11. **Annuity Contract or Benefits Letter**
12. **Transfer or Purchase Agreement**
13. **Disclosure Statement**
14. **Underlying Structured Settlement Agreement or Minor's Compromise** (if available)
15. **Qualified Assignment Agreement** (if applicable or available)
16. **Certificate of Marital Status** and, if married, a **Notarized Spousal Consent Form**
17. **Independent Professional Advice (IPA) Form or IPA Waiver Form** as applicable

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18. **Affidavit from Payee stating dependents and setting forth factual basis for best interests**
19. **Payee's Application**
20. **Photo Identification**
21. **For the Payee and the Payee's spouse; evidence of due diligence pertaining to UCC, lien, judgment, and bankruptcy searches.**



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SCHEDULE B

ORDER/STIPULATION REQUIREMENTS

1. Designated Beneficiary, Death Provision

The order must name the designated beneficiary as the seller's estate but direct what happens in the event of seller's death.

Example wording:

During the period the structured settlement payment rights are being assigned or encumbered pursuant to the transaction at issue, the designated beneficiary of the Assigned Payments shall be the Estate of [Seller]. However, WOODBRIDGE's designated assignee, Paul Labiner Revocable Trust dated 1/15/13, shall be entitled to receive the Assigned Payment(s) even in the event of [Seller's] death.

2. Direction of Assigned Payments

It is WOODBRIDGE's policy that the investor be named in the court order as the Designated Assignee. The investor's name and address must be inserted in the court order, however the investor's tax payer identification number is to be omitted unless specifically required by the annuity issuer and/or structured settlement obligor.

The order must state that the application is approved and order the Annuity Issuer to make the Assigned Payment(s) directly to the Designated Assignee as and when they are due. If this is not possible, Woodbridge must obtain written authorization from Paul Labiner Revocable Trust dated 1/15/13, to use alternate language.

NOTE: The preferred wording will state that the payments are to be made to the Designated Assignee, "[name of investor]" or Designated Assignee's assigns as directed in writing by the Designated Assignee.

Example wording:

Pursuant to the approved transfer, [name of annuity issuer], as Annuity Issuer, and [name of annuity owner], as Obligor, are hereby ordered to deliver the Assigned Payment(s) which were previously due to Transferor, [name of seller] under Annuity Policy [policy number], directly to: Paul Labiner Revocable Trust dated 1/15/13, its successors and/or assigns at the following address:


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5499 North Federal Hwy
Boca Raton, FL 33487

or to any other address as designated in writing by Paul Labiner Revocable Trust dated 1/15/13 , its successors and/or assigns without further order of this Court.

If the insurance company does not agree to the above provision, then it is acceptable to add wording to limit the further assignability of payments and to delete the provisions relating to “its successors and/or assigns”

Example wording:

In the event Paul Labiner Revocable Trust dated 1/15/13, further assigns the Assigned Payment(s) (or any portion thereof) (a “Reassignment”) to any other person or entity, neither [annuity issuer] nor [annuity owner] will be obligated to redirect the Assigned Payment(s) (or any portion thereof) to any person or entity other than Paul Labiner Revocable Trust dated 1/15/13, or to any payment address other than the Designated Address and Paul Labiner Revocable Trust dated 1/15/13, shall remain obligated to comply with all terms and conditions herein. However, if Paul Labiner Revocable Trust dated 1/15/13, moves, or its designated payment address is no longer viable for reasons beyond its control, [annuity issuer] and [annuity owner] shall make payments to the new payment address upon the timely submission by Paul Labiner Revocable Trust dated 1/15/13, of a written notice to [annuity issuer] and [annuity owner] confirming that such event has occurred, and specifying the new entity and/or payment address.

3. Annuity issuer acknowledgment of assignment

If possible, the court order should provide that the annuity issuer will send an acknowledgement letter to the investor or its assignees acknowledging the transfer.

Example wording

That not later than twenty (20) days after service of a copy of the Order entered by this Court, the Annuity Issuer shall send a letter to WOODBRIDGE and its designated assignee, Paul Labiner Revocable Trust dated 1/15/13, at the following address, Woodbridge Structured Funding, LLC, 14225 Ventura Blvd, Suite 100, Sherman Oaks, CA 91423 and Paul Labiner Revocable Trust dated 1/15/13, 5499 North Federal Hwy, Boca Raton, FL 33487 acknowledging the Transfer, informing WOODBRIDGE and its designated assignee, Paul Labiner

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Revocable Trust dated 1/15/13, that the change has been made to its records, and specifying the name of the payee scheduled to receive the Assigned Payment(s), and address or bank account designation to where the Assigned Payment(s) shall be sent.

If the annuity issuer or owner objects to this provision it may be removed.

4. Binding nature of order

The order should state that it is binding.

Example wording:

This Order shall be binding upon the [seller], WOODBRIDGE, [annuity issuer], and [annuity owner] and all other interested parties.”

5. Indemnity and Release provisions

It is preferred that the order not mention any indemnification language. If the annuity issuer and/or obligor require indemnification language to be inserted into the Court order, the preference will be to only have WOODBRIDGE release and indemnify the annuity issuer and annuity owner.

If necessary after negotiation, it is permissible to have the investor also release and indemnify.

Example wording:

[WOODBRIDGE and/or Paul Labiner Revocable Trust dated 1/15/13, shall defend, indemnify, and hold harmless [annuity issuer] and [annuity owner], and their respective past, present, and future directors, shareholders, officers, agents, employees, servants, successors, and assigns, and any parent, subsidiary, or affiliate thereof, and their directors, shareholders, officers, agents, employees, servants, successors, and assigns, from and against any and all liability, including reasonable costs and attorneys' fees, for any and all claims made, including but not limited to any claims made by [seller] and his heirs, beneficiaries, contingent beneficiaries, executors, administrators, and assigns, in connection with, related to, or arising out of the Purchase Agreement, the Proposed Transfer, the Assigned Payment(s), any Reassignment, the Stipulation, or this Order, except with respect to claims to enforce a party's rights under this Order.

WOODBRIDGE, Paul Labiner Revocable Trust dated 1/15/13, and [seller], for themselves and their respective past, present, and future directors, shareholders,



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officers, agents, employees, servants, successors, heirs, beneficiaries, contingent beneficiaries, executors, administrators, and assigns, and any parent, subsidiary, or affiliate thereof, and their directors, shareholders, officers, agents, employees, servants, successors, heirs, beneficiaries, contingent beneficiaries, executors, administrators, and assigns (the "Releasors"), hereby remise, release, and forever discharge [annuity issuer and/or annuity owner], and their respective directors, shareholders, officers, agents, employees, servants, successors, and assigns, and any parent, subsidiary, or affiliate thereof, and their directors, shareholders, officers, agents, employees, servants, successors, and assigns, past and present (the "Releasees"), of and from any and all manner of actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, settlements, damages, claims, and demands whatsoever, in law or in equity, in connection with, related to, or arising out of the Purchase Agreement, Assigned Payment(s), the Proposed Transfer, the parties' Stipulation, or this Order, which against each other or the Releasees, the Releasors can, shall, or may have, except for claims to enforce a party's rights under this Order.

6. Child Support Order Interpleader

The following clause may be requested by the annuity issuer/annuity owner. It is preferred that the clause not be included as we do not believe that subsequent child support orders are relevant or can affect a prior structured settlement transfer.

If the annuity issuer/owner insists after negotiation that a provision be included, you may do so where appropriate.

Example wording

In the event an order is subsequently entered requiring [annuity owner] or [annuity issuer] to make payments in connection with a child support order, divorce decree or other order of a similar nature affecting the Assigned Payment(s), [annuity owner] and/or [annuity issuer] may file an interpleader action in a court in the jurisdiction in which [Seller] is domiciled at the time and [annuity issuer] will make payments to the court, or as directed by the court, until the court determines the priority of the subsequent order.

7. Other provisions

Any other provisions that are not represented above but may be sought by other parties need to be considered in relation to the provisions outlined above. If consistent, I hereby authorize WOODBRIDGE to agree to them, if inconsistent, separate written authorization must be obtained.



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Tab 3
Offer Sheet

Offer Sheet

(Offer for Purchase of Structured Asset)

Woodbridge Structured Funding, LLC (the "Assignor") hereby makes available for Offer the purchase of the following structured asset. By executing below, Paul Labiner Revocable Trust dated 1/15/13 (the "Assignee") hereby offers for purchase a structured asset on the following terms, which describe the structured asset:

Payee Name:	Ed Dancy IV
Annuity Issuer:	Genworth Life Insurance Company "A" rating (LIFE CONTINGENT) Backed by 310k American General Policy (876163)
Annuity Policy Number:	
Structured Settlement Obligor:	
Aggregate Payments:	\$558,668.25
Assigned Payments:	Two hundred and thirty seven (237) monthly payments as follows: \$2,357.25 from April 7th, 2024 till December 7th, 2043.
Purchase Price:¹	\$141,238.38
Effective Interest Rate:	7.25%

Terms of Escrow:

1. Acknowledging that the Assignee and the Assignor have previously executed a Master Assignment and Assumption Agreement, all terms of said agreement are adopted in this Offer and incorporated herein by this reference.
2. The Assignee shall, no less than 30 days prior to the first scheduled court hearing on this matter, deliver the Purchase Price to Offices of Woodbridge Structured Funding Escrow Account (the "Escrow Agent"). The Purchase Price shall be made by draft paid in US Dollars and payable to the Woodbridge Structured Funding Escrow Account and delivered to the following address:

Woodbridge Structured Funding
14225 Ventura Blvd, Suite 100
Sherman Oaks, CA 91423

3. The Assignor shall direct the Escrow Agent to hold the Purchase Price in the Escrow Account, which is a non-interest bearing account.
4. The closing will take place at a date to be determined, which will be no later than 180 days from the Acceptance of this Offer.
5. In the event the judge or the court changes the Assignor's purchase price payable to the original payee or if the payments purchased or payment dates are revised or amended, Assignor shall have the right to cancel this agreement and return the full

¹ This is an estimated price as of the projected day of funding. Actual Purchase Price will be calculated using the stated effective interest rate and shall be calculated as of the actual day of funding.


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purchase price received by the Escrow Agent to Assignee. In addition, if the payee changes the Purchase Price or if the payments are not available, Assignor shall have the right to cancel this agreement and return the full purchase price to the Assignee. Additionally, In the event the transaction changes due to increased purchase price, change in payments, less payments, or more payments, assignor shall have the right to cancel this agreement and return the full purchase price to the Assignee. In the event the court denies the transfer petition or the court hearing is changed to more than 30 days, Assignee shall have the sole right to request an immediate refund of their funds from escrow.

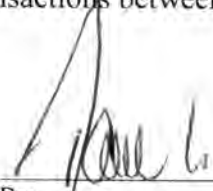
6. Upon satisfaction of all terms and conditions of the Master Assignment and Assumption Agreement, the Escrow Agent shall deliver the closing book to the Assignee, or its designated agent as the Assignee may so designated in writing from time to time.

7. As an express condition of Closing, the Assignee shall have in its sole and absolute discretion, the right to review the closing book and verify information contained therein. The Assignee shall have three (3) business days from the date of receipt of the Closing Book to notify the Assignor of any objections to the underwriting of this transaction. If such an objection occurs, the Assignor shall have either up to forty five (45) business days ("Cure Period") from the date receipt of notice of objection to cure said objection or the Assignor at its sole and absolute discretion shall have the right to cancel the agreement at any time during the Cure Period. If, the Assignor chooses to cancel this agreement, the Assignee hereby authorizes and provides the Assignor with the power of attorney to take any steps necessary to reassign this transaction to another investor and/or assignee. If, the Assignor cures and satisfies said objection, the Assignee shall provide the Assignor with written acknowledgement that said cure is satisfactory. If the Assignee does not notify the Assignor within three (3) business days of said cure, the Assignor has the right to fund this transaction. If the Assignee does not notify the Assignor and the Escrow Agent of any objections to the funding of this transaction, the Escrow Agent shall close this transaction by distribution of the funds held in escrow by the Escrow Agent as directed by the Assignor.

8. In the event, the Assignee defaults on the Master Assignment and Assumption Agreement and/or the Offer Sheet, the Assignor shall be entitled to retain an amount not to exceed ten percent of the monies held in escrow as liquidated damages. In addition, the Assignor in its sole and absolute discretion shall have the power and authority to cancel any remaining transactions between the Assignor and Assignee.

Offered by:

Dated: 1/21/2013


By: _____

Paul Labiner Revocable Trust dated 1/15/13

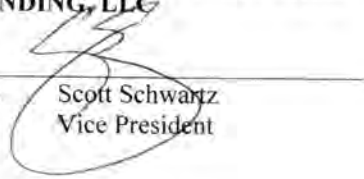

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Accepted by:

**WOODBIDGE STRUCTURED
FUNDING, LLC**

Dated:

1/23/13

By: 
Scott Schwartz
Vice President


Initials

Tab 4

Amorization Schedule (Est. Funding March 5, 2013)

Ed Dancy IV 876163 Genworth AL FH Deal 3

Compound Period : Monthly

Effective Annual Rate ... : 7.250 %

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	03/05/2013	139,707.70	1		
2 Payment	04/07/2024	2,357.25	237	Monthly	12/07/2043

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	03/05/2013				139,707.70
2013 Totals		0.00	0.00	0.00	
1	04/07/2024	2,357.25	163,884.62	161,527.37-	301,235.07
2	05/07/2024	2,357.25	1,762.15	595.10	300,639.97
3	06/07/2024	2,357.25	1,758.67	598.58	300,041.39
4	07/07/2024	2,357.25	1,755.16	602.09	299,439.30
5	08/07/2024	2,357.25	1,751.64	605.61	298,833.69
6	09/07/2024	2,357.25	1,748.10	609.15	298,224.54
7	10/07/2024	2,357.25	1,744.54	612.71	297,611.83
8	11/07/2024	2,357.25	1,740.95	616.30	296,995.53
9	12/07/2024	2,357.25	1,737.35	619.90	296,375.63
2024 Totals		21,215.25	177,883.18	156,667.93-	
10	01/07/2025	2,357.25	1,733.72	623.53	295,752.10
11	02/07/2025	2,357.25	1,730.07	627.18	295,124.92
12	03/07/2025	2,357.25	1,726.40	630.85	294,494.07
13	04/07/2025	2,357.25	1,722.71	634.54	293,859.53
14	05/07/2025	2,357.25	1,719.00	638.25	293,221.28
15	06/07/2025	2,357.25	1,715.27	641.98	292,579.30
16	07/07/2025	2,357.25	1,711.51	645.74	291,933.56
17	08/07/2025	2,357.25	1,707.74	649.51	291,284.05
18	09/07/2025	2,357.25	1,703.94	653.31	290,630.74
19	10/07/2025	2,357.25	1,700.11	657.14	289,973.60
20	11/07/2025	2,357.25	1,696.27	660.98	289,312.62
21	12/07/2025	2,357.25	1,692.40	664.85	288,647.77
2025 Totals		28,287.00	20,559.14	7,727.86	
22	01/07/2026	2,357.25	1,688.51	668.74	287,979.03
23	02/07/2026	2,357.25	1,684.60	672.65	287,306.38
24	03/07/2026	2,357.25	1,680.67	676.58	286,629.80
25	04/07/2026	2,357.25	1,676.71	680.54	285,949.26
26	05/07/2026	2,357.25	1,672.73	684.52	285,264.74
27	06/07/2026	2,357.25	1,668.72	688.53	284,576.21
28	07/07/2026	2,357.25	1,664.70	692.55	283,883.66
29	08/07/2026	2,357.25	1,660.65	696.60	283,187.06

Ed Dancy IV 876163 Genworth AL FH Deal 3

	Date	Payment	Interest	Principal	Balance
	30 09/07/2026	2,357.25	1,656.57	700.68	282,486.38
	31 10/07/2026	2,357.25	1,652.47	704.78	281,781.60
	32 11/07/2026	2,357.25	1,648.35	708.90	281,072.70
	33 12/07/2026	2,357.25	1,644.20	713.05	280,359.65
2026 Totals		28,287.00	19,998.88	8,288.12	
	34 01/07/2027	2,357.25	1,640.03	717.22	279,642.43
	35 02/07/2027	2,357.25	1,635.84	721.41	278,921.02
	36 03/07/2027	2,357.25	1,631.62	725.63	278,195.39
	37 04/07/2027	2,357.25	1,627.37	729.88	277,465.51
	38 05/07/2027	2,357.25	1,623.10	734.15	276,731.36
	39 06/07/2027	2,357.25	1,618.81	738.44	275,992.92
	40 07/07/2027	2,357.25	1,614.49	742.76	275,250.16
	41 08/07/2027	2,357.25	1,610.14	747.11	274,503.05
	42 09/07/2027	2,357.25	1,605.77	751.48	273,751.57
	43 10/07/2027	2,357.25	1,601.38	755.87	272,995.70
	44 11/07/2027	2,357.25	1,596.95	760.30	272,235.40
	45 12/07/2027	2,357.25	1,592.51	764.74	271,470.66
2027 Totals		28,287.00	19,398.01	8,888.99	
	46 01/07/2028	2,357.25	1,588.03	769.22	270,701.44
	47 02/07/2028	2,357.25	1,583.53	773.72	269,927.72
	48 03/07/2028	2,357.25	1,579.01	778.24	269,149.48
	49 04/07/2028	2,357.25	1,574.45	782.80	268,366.68
	50 05/07/2028	2,357.25	1,569.88	787.37	267,579.31
	51 06/07/2028	2,357.25	1,565.27	791.98	266,787.33
	52 07/07/2028	2,357.25	1,560.64	796.61	265,990.72
	53 08/07/2028	2,357.25	1,555.98	801.27	265,189.45
	54 09/07/2028	2,357.25	1,551.29	805.96	264,383.49
	55 10/07/2028	2,357.25	1,546.57	810.68	263,572.81
	56 11/07/2028	2,357.25	1,541.83	815.42	262,757.39
	57 12/07/2028	2,357.25	1,537.06	820.19	261,937.20
2028 Totals		28,287.00	18,753.54	9,533.46	
	58 01/07/2029	2,357.25	1,532.26	824.99	261,112.21
	59 02/07/2029	2,357.25	1,527.44	829.81	260,282.40
	60 03/07/2029	2,357.25	1,522.58	834.67	259,447.73
	61 04/07/2029	2,357.25	1,517.70	839.55	258,608.18
	62 05/07/2029	2,357.25	1,512.79	844.46	257,763.72
	63 06/07/2029	2,357.25	1,507.85	849.40	256,914.32
	64 07/07/2029	2,357.25	1,502.88	854.37	256,059.95
	65 08/07/2029	2,357.25	1,497.88	859.37	255,200.58
	66 09/07/2029	2,357.25	1,492.86	864.39	254,336.19
	67 10/07/2029	2,357.25	1,487.80	869.45	253,466.74
	68 11/07/2029	2,357.25	1,482.71	874.54	252,592.20
	69 12/07/2029	2,357.25	1,477.60	879.65	251,712.55
2029 Totals		28,287.00	18,062.35	10,224.65	
	70 01/07/2030	2,357.25	1,472.45	884.80	250,827.75

Ed Dancy IV 876163 Genworth AL FH Deal 3

	Date	Payment	Interest	Principal	Balance
71	02/07/2030	2,357.25	1,467.28	889.97	249,937.78
72	03/07/2030	2,357.25	1,462.07	895.18	249,042.60
73	04/07/2030	2,357.25	1,456.83	900.42	248,142.18
74	05/07/2030	2,357.25	1,451.57	905.68	247,236.50
75	06/07/2030	2,357.25	1,446.27	910.98	246,325.52
76	07/07/2030	2,357.25	1,440.94	916.31	245,409.21
77	08/07/2030	2,357.25	1,435.58	921.67	244,487.54
78	09/07/2030	2,357.25	1,430.19	927.06	243,560.48
79	10/07/2030	2,357.25	1,424.77	932.48	242,628.00
80	11/07/2030	2,357.25	1,419.31	937.94	241,690.06
81	12/07/2030	2,357.25	1,413.82	943.43	240,746.63
2030 Totals		28,287.00	17,321.08	10,965.92	
82	01/07/2031	2,357.25	1,408.31	948.94	239,797.69
83	02/07/2031	2,357.25	1,402.75	954.50	238,843.19
84	03/07/2031	2,357.25	1,397.17	960.08	237,883.11
85	04/07/2031	2,357.25	1,391.55	965.70	236,917.41
86	05/07/2031	2,357.25	1,385.91	971.34	235,946.07
87	06/07/2031	2,357.25	1,380.22	977.03	234,969.04
88	07/07/2031	2,357.25	1,374.51	982.74	233,986.30
89	08/07/2031	2,357.25	1,368.76	988.49	232,997.81
90	09/07/2031	2,357.25	1,362.98	994.27	232,003.54
91	10/07/2031	2,357.25	1,357.16	1,000.09	231,003.45
92	11/07/2031	2,357.25	1,351.31	1,005.94	229,997.51
93	12/07/2031	2,357.25	1,345.43	1,011.82	228,985.69
2031 Totals		28,287.00	16,526.06	11,760.94	
94	01/07/2032	2,357.25	1,339.51	1,017.74	227,967.95
95	02/07/2032	2,357.25	1,333.55	1,023.70	226,944.25
96	03/07/2032	2,357.25	1,327.57	1,029.68	225,914.57
97	04/07/2032	2,357.25	1,321.54	1,035.71	224,878.86
98	05/07/2032	2,357.25	1,315.48	1,041.77	223,837.09
99	06/07/2032	2,357.25	1,309.39	1,047.86	222,789.23
100	07/07/2032	2,357.25	1,303.26	1,053.99	221,735.24
101	08/07/2032	2,357.25	1,297.09	1,060.16	220,675.08
102	09/07/2032	2,357.25	1,290.89	1,066.36	219,608.72
103	10/07/2032	2,357.25	1,284.65	1,072.60	218,536.12
104	11/07/2032	2,357.25	1,278.38	1,078.87	217,457.25
105	12/07/2032	2,357.25	1,272.07	1,085.18	216,372.07
2032 Totals		28,287.00	15,673.38	12,613.62	
106	01/07/2033	2,357.25	1,265.72	1,091.53	215,280.54
107	02/07/2033	2,357.25	1,259.34	1,097.91	214,182.63
108	03/07/2033	2,357.25	1,252.91	1,104.34	213,078.29
109	04/07/2033	2,357.25	1,246.45	1,110.80	211,967.49
110	05/07/2033	2,357.25	1,239.95	1,117.30	210,850.19
111	06/07/2033	2,357.25	1,233.42	1,123.83	209,726.36
112	07/07/2033	2,357.25	1,226.84	1,130.41	208,595.95
113	08/07/2033	2,357.25	1,220.23	1,137.02	207,458.93

Ed Dancy IV 876163 Genworth AL FH Deal 3

	Date	Payment	Interest	Principal	Balance
	114 09/07/2033	2,357.25	1,213.58	1,143.67	206,315.26
	115 10/07/2033	2,357.25	1,206.89	1,150.36	205,164.90
	116 11/07/2033	2,357.25	1,200.16	1,157.09	204,007.81
	117 12/07/2033	2,357.25	1,193.39	1,163.86	202,843.95
2033 Totals		28,287.00	14,758.88	13,528.12	
	118 01/07/2034	2,357.25	1,186.58	1,170.67	201,673.28
	119 02/07/2034	2,357.25	1,179.74	1,177.51	200,495.77
	120 03/07/2034	2,357.25	1,172.85	1,184.40	199,311.37
	121 04/07/2034	2,357.25	1,165.92	1,191.33	198,120.04
	122 05/07/2034	2,357.25	1,158.95	1,198.30	196,921.74
	123 06/07/2034	2,357.25	1,151.94	1,205.31	195,716.43
	124 07/07/2034	2,357.25	1,144.89	1,212.36	194,504.07
	125 08/07/2034	2,357.25	1,137.80	1,219.45	193,284.62
	126 09/07/2034	2,357.25	1,130.66	1,226.59	192,058.03
	127 10/07/2034	2,357.25	1,123.49	1,233.76	190,824.27
	128 11/07/2034	2,357.25	1,116.27	1,240.98	189,583.29
	129 12/07/2034	2,357.25	1,109.01	1,248.24	188,335.05
2034 Totals		28,287.00	13,778.10	14,508.90	
	130 01/07/2035	2,357.25	1,101.71	1,255.54	187,079.51
	131 02/07/2035	2,357.25	1,094.37	1,262.88	185,816.63
	132 03/07/2035	2,357.25	1,086.98	1,270.27	184,546.36
	133 04/07/2035	2,357.25	1,079.55	1,277.70	183,268.66
	134 05/07/2035	2,357.25	1,072.07	1,285.18	181,983.48
	135 06/07/2035	2,357.25	1,064.56	1,292.69	180,690.79
	136 07/07/2035	2,357.25	1,056.99	1,300.26	179,390.53
	137 08/07/2035	2,357.25	1,049.39	1,307.86	178,082.67
	138 09/07/2035	2,357.25	1,041.74	1,315.51	176,767.16
	139 10/07/2035	2,357.25	1,034.04	1,323.21	175,443.95
	140 11/07/2035	2,357.25	1,026.30	1,330.95	174,113.00
	141 12/07/2035	2,357.25	1,018.52	1,338.73	172,774.27
2035 Totals		28,287.00	12,726.22	15,560.78	
	142 01/07/2036	2,357.25	1,010.68	1,346.57	171,427.70
	143 02/07/2036	2,357.25	1,002.81	1,354.44	170,073.26
	144 03/07/2036	2,357.25	994.88	1,362.37	168,710.89
	145 04/07/2036	2,357.25	986.92	1,370.33	167,340.56
	146 05/07/2036	2,357.25	978.90	1,378.35	165,962.21
	147 06/07/2036	2,357.25	970.84	1,386.41	164,575.80
	148 07/07/2036	2,357.25	962.73	1,394.52	163,181.28
	149 08/07/2036	2,357.25	954.57	1,402.68	161,778.60
	150 09/07/2036	2,357.25	946.36	1,410.89	160,367.71
	151 10/07/2036	2,357.25	938.11	1,419.14	158,948.57
	152 11/07/2036	2,357.25	929.81	1,427.44	157,521.13
	153 12/07/2036	2,357.25	921.46	1,435.79	156,085.34
2036 Totals		28,287.00	11,598.07	16,688.93	
	154 01/07/2037	2,357.25	913.06	1,444.19	154,641.15

Ed Dancy IV 876163 Genworth AL FH Deal 3

	Date	Payment	Interest	Principal	Balance
155	02/07/2037	2,357.25	904.61	1,452.64	153,188.51
156	03/07/2037	2,357.25	896.11	1,461.14	151,727.37
157	04/07/2037	2,357.25	887.57	1,469.68	150,257.69
158	05/07/2037	2,357.25	878.97	1,478.28	148,779.41
159	06/07/2037	2,357.25	870.32	1,486.93	147,292.48
160	07/07/2037	2,357.25	861.62	1,495.63	145,796.85
161	08/07/2037	2,357.25	852.87	1,504.38	144,292.47
162	09/07/2037	2,357.25	844.07	1,513.18	142,779.29
163	10/07/2037	2,357.25	835.22	1,522.03	141,257.26
164	11/07/2037	2,357.25	826.32	1,530.93	139,726.33
165	12/07/2037	2,357.25	817.36	1,539.89	138,186.44
2037 Totals		28,287.00	10,388.10	17,898.90	
166	01/07/2038	2,357.25	808.35	1,548.90	136,637.54
167	02/07/2038	2,357.25	799.29	1,557.96	135,079.58
168	03/07/2038	2,357.25	790.18	1,567.07	133,512.51
169	04/07/2038	2,357.25	781.01	1,576.24	131,936.27
170	05/07/2038	2,357.25	771.79	1,585.46	130,350.81
171	06/07/2038	2,357.25	762.52	1,594.73	128,756.08
172	07/07/2038	2,357.25	753.19	1,604.06	127,152.02
173	08/07/2038	2,357.25	743.81	1,613.44	125,538.58
174	09/07/2038	2,357.25	734.37	1,622.88	123,915.70
175	10/07/2038	2,357.25	724.87	1,632.38	122,283.32
176	11/07/2038	2,357.25	715.33	1,641.92	120,641.40
177	12/07/2038	2,357.25	705.72	1,651.53	118,989.87
2038 Totals		28,287.00	9,090.43	19,196.57	
178	01/07/2039	2,357.25	696.06	1,661.19	117,328.68
179	02/07/2039	2,357.25	686.34	1,670.91	115,657.77
180	03/07/2039	2,357.25	676.57	1,680.68	113,977.09
181	04/07/2039	2,357.25	666.74	1,690.51	112,286.58
182	05/07/2039	2,357.25	656.85	1,700.40	110,586.18
183	06/07/2039	2,357.25	646.90	1,710.35	108,875.83
184	07/07/2039	2,357.25	636.90	1,720.35	107,155.48
185	08/07/2039	2,357.25	626.83	1,730.42	105,425.06
186	09/07/2039	2,357.25	616.71	1,740.54	103,684.52
187	10/07/2039	2,357.25	606.53	1,750.72	101,933.80
188	11/07/2039	2,357.25	596.29	1,760.96	100,172.84
189	12/07/2039	2,357.25	585.99	1,771.26	98,401.58
2039 Totals		28,287.00	7,698.71	20,588.29	
190	01/07/2040	2,357.25	575.62	1,781.63	96,619.95
191	02/07/2040	2,357.25	565.20	1,792.05	94,827.90
192	03/07/2040	2,357.25	554.72	1,802.53	93,025.37
193	04/07/2040	2,357.25	544.17	1,813.08	91,212.29
194	05/07/2040	2,357.25	533.57	1,823.68	89,388.61
195	06/07/2040	2,357.25	522.90	1,834.35	87,554.26
196	07/07/2040	2,357.25	512.17	1,845.08	85,709.18
197	08/07/2040	2,357.25	501.38	1,855.87	83,853.31

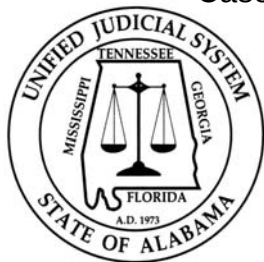
Ed Dancy IV 876163 Genworth AL FH Deal 3

	Date	Payment	Interest	Principal	Balance
	198 09/07/2040	2,357.25	490.52	1,866.73	81,986.58
	199 10/07/2040	2,357.25	479.60	1,877.65	80,108.93
	200 11/07/2040	2,357.25	468.62	1,888.63	78,220.30
	201 12/07/2040	2,357.25	457.57	1,899.68	76,320.62
	2040 Totals	28,287.00	6,206.04	22,080.96	
	202 01/07/2041	2,357.25	446.46	1,910.79	74,409.83
	203 02/07/2041	2,357.25	435.28	1,921.97	72,487.86
	204 03/07/2041	2,357.25	424.04	1,933.21	70,554.65
	205 04/07/2041	2,357.25	412.73	1,944.52	68,610.13
	206 05/07/2041	2,357.25	401.35	1,955.90	66,654.23
	207 06/07/2041	2,357.25	389.91	1,967.34	64,686.89
	208 07/07/2041	2,357.25	378.40	1,978.85	62,708.04
	209 08/07/2041	2,357.25	366.83	1,990.42	60,717.62
	210 09/07/2041	2,357.25	355.18	2,002.07	58,715.55
	211 10/07/2041	2,357.25	343.47	2,013.78	56,701.77
	212 11/07/2041	2,357.25	331.69	2,025.56	54,676.21
	213 12/07/2041	2,357.25	319.84	2,037.41	52,638.80
	2041 Totals	28,287.00	4,605.18	23,681.82	
	214 01/07/2042	2,357.25	307.92	2,049.33	50,589.47
	215 02/07/2042	2,357.25	295.94	2,061.31	48,528.16
	216 03/07/2042	2,357.25	283.88	2,073.37	46,454.79
	217 04/07/2042	2,357.25	271.75	2,085.50	44,369.29
	218 05/07/2042	2,357.25	259.55	2,097.70	42,271.59
	219 06/07/2042	2,357.25	247.28	2,109.97	40,161.62
	220 07/07/2042	2,357.25	234.94	2,122.31	38,039.31
	221 08/07/2042	2,357.25	222.52	2,134.73	35,904.58
	222 09/07/2042	2,357.25	210.03	2,147.22	33,757.36
	223 10/07/2042	2,357.25	197.47	2,159.78	31,597.58
	224 11/07/2042	2,357.25	184.84	2,172.41	29,425.17
	225 12/07/2042	2,357.25	172.13	2,185.12	27,240.05
	2042 Totals	28,287.00	2,888.25	25,398.75	
	226 01/07/2043	2,357.25	159.35	2,197.90	25,042.15
	227 02/07/2043	2,357.25	146.49	2,210.76	22,831.39
	228 03/07/2043	2,357.25	133.56	2,223.69	20,607.70
	229 04/07/2043	2,357.25	120.55	2,236.70	18,371.00
	230 05/07/2043	2,357.25	107.47	2,249.78	16,121.22
	231 06/07/2043	2,357.25	94.30	2,262.95	13,858.27
	232 07/07/2043	2,357.25	81.07	2,276.18	11,582.09
	233 08/07/2043	2,357.25	67.75	2,289.50	9,292.59
	234 09/07/2043	2,357.25	54.36	2,302.89	6,989.70
	235 10/07/2043	2,357.25	40.89	2,316.36	4,673.34
	236 11/07/2043	2,357.25	27.34	2,329.91	2,343.43
	237 12/07/2043	2,357.25	13.82	2,343.43	0.00
	2043 Totals	28,287.00	1,046.95	27,240.05	
	Grand Totals	558,668.25	418,960.55	139,707.70	

Ed Dancy IV 876163 Genworth AL FH Deal 3

Last interest amount increased by 0.11 due to rounding.

Tab 5
Petition



AlaFile E-Notice

58-CV-2013-900091.00

To: MAXWELL D. CARTER
mdc@maxcarterlaw.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

ASH SQUARE FUNDING LLC V. ED DANCY IV
58-CV-2013-900091.00

The following complaint was FILED on 1/29/2013 4:34:00 PM

Notice Date: 1/29/2013 4:34:00 PM

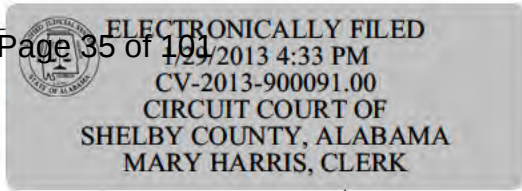
MARY HARRIS
CIRCUIT COURT CLERK
SHELBY COUNTY, ALABAMA
POST OFFICE BOX 1810
COLUMBIANA, AL 35051

205-669-3760
mary.harris@alacourt.gov

COVER SHEET
CIRCUIT COURT - CIVIL CASE

58-CV-201

Date of Filing:
01/29/2013



Form AR Civ-93 Rev.5/99

(Not For Domestic Relations Cases)

GENERAL INFORMATION

IN THE CIRCUIT OF SHELBY COUNTY, ALABAMA
ASH SQUARE FUNDING LLC v. ED DANCY IV

First Plaintiff: Business Individual
 Government Other

First Defendant: Business Individual
 Government Other

NATURE OF SUIT:

TORTS: PERSONAL INJURY

- WDEA - Wrongful Death
- TONG - Negligence: General
- TOMV - Negligence: Motor Vehicle
- TOWA - Wantonnes
- TOPL - Product Liability/AEMLD
- TOMM - Malpractice-Medical
- TOLM - Malpractice-Legal
- TOOM - Malpractice-Other
- TBFM - Fraud/Bad Faith/Misrepresentation
- TOXX - Other: _____

OTHER CIVIL FILINGS (cont'd)

- MSXX - Birth/Death Certificate Modification/Bond Forfeiture Appeal/Enforcement of Agency Subpoena/Petition to Preserve
- CVRT - Civil Rights
- COND - Condemnation/Eminent Domain/Right-of-Way
- CTMP - Contempt of Court
- CONT - Contract/Ejectment/Writ of Seizure
- TOCN - Conversion
- EQND - Equity Non-Damages Actions/Declaratory Judgment/Injunction Election Contest/Quiet Title/Sale For Division
- CVUD - Eviction Appeal/Unlawful Detainer
- FORJ - Foreign Judgment
- FORF - Fruits of Crime Forfeiture
- MSHC - Habeas Corpus/Extraordinary Writ/Mandamus/Prohibition
- PFAB - Protection From Abuse
- FELA - Railroad/Seaman (FELA)
- RPRO - Real Property
- WTEG - Will/Trust/Estate/Guardianship/Conservatorship
- COMP - Workers' Compensation
- CVXX - Miscellaneous Circuit Civil Case

TORTS: PERSONAL INJURY

- TOPE - Personal Property
- TORE - Real Property

OTHER CIVIL FILINGS

- ABAN - Abandoned Automobile
- ACCT - Account & Nonmortgage
- APAA - Administrative Agency Appeal
- ADPA - Administrative Procedure Act
- ANPS - Adults in Need of Protective Services

ORIGIN: F INITIAL FILING

A APPEAL FROM DISTRICT COURT

O OTHER

R REMANDED

T TRANSFERRED FROM OTHER CIRCUIT COURT

HAS JURY TRIAL BEEN DEMANDED? Yes No

RELIEF REQUESTED: MONETARY AWARD REQUESTED NO MONETARY AWARD REQUESTED

ATTORNEY CODE: CAR134

1/29/2013 4:31:03 PM

/s/ MAXWELL D. CARTER

MEDIATION REQUESTED: Yes No Undecided

IN THE CIRCUIT COURT OF SHEBLY COUNTY, ALABAMA

IN RE:) Civil Action Number:
)
Application for Court Approval) CV-2013-
of Transfer of Structured Settlement)
Payments of Ed Dancy, IV)
)
)

**NOTICE OF PROPOSED TRANSFER, AND APPLICATION FOR
AUTHORIZATION OF STRUCTURED SETTLEMENT PAYMENT
RIGHTS BETWEEN ED DANCY, IV AND
ASH SQUARE FUNDING, LLC**

COMES NOW, ASH SQUARE FUNDING, LLC (hereinafter "Transferee") by and through its counsel of record, and with the approval of Ed Dancy, IV (hereinafter "Payee"), hereby files this Notice of Proposed Transfer and Application for Authorization of Structured Settlement Payment Rights. Transferee and Payee request this Honorable Court approve a transfer of structured settlement payment rights pursuant to Ala. Code §§ 6-11-50 et seq. (2006), otherwise known as the "Structured Settlement Protection Act" and states as follows:

1. This is a Notice and Application for the approval of a transfer of payment rights under a structured settlement, as required by the Structured Settlement Protection Act. The parties thereto consent to the venue and jurisdiction of this Honorable Court.
2. By the terms of an Order and/or Settlement, Payee became entitled to receive periodic payments (collectively, hereinafter "Periodic Payments"), thereby creating a structured settlement agreement (hereinafter "Settlement Agreement").

3. Pursuant to the Settlement Agreement and/or qualified assignment executed in connection with the Settlement Agreement, the defendants in the underlying action, insured through Genworth Life and Annuity Insurance Company became obligated to make periodic payments to the Payee, (hereinafter "Annuity Issuer"). To satisfy those obligations, the carrier, purchased an annuity from Jamestown Life Insurance Company, (hereinafter "Annuity Owner") naming Payee as annuitant. The policy number of the annuity is 1758142.

4. Payee, herein desiring to receive a lump sum in lieu of a Periodic Payments Payee would otherwise receive pursuant to the Settlement Agreement. **The lump sum payment would be in lieu of life contingent monthly payments of \$2,357.25 commencing on April 7, 2024 through and including December 7, 2043** (hereinafter "Assigned Payments"). The **aggregate amount** of payments due over the payout period is **\$558,668.25** with the **present value** being **\$451,804.69**, at 1.00% discount rate. The gross amount due the Payee upon approval would be **\$50,000.00**. The Payee's legal fees are **-0-**, and filing and processing fees are **-0-**.

5. On or about September 12, 2012, Transferee provided to Payee a Disclosure Statement, the form and content of which complies with the Alabama Structured Settlement Protection Act §6-11-52 requirements, more than three (3) days prior to the date on which Payee was to incur any obligation with respect to the transfer. Additionally, Transferee provided to Payee a Disclosure Statement in conformity with the laws of the State of Virginia, which the annuity Obligor(s) and/or annuity Issuer are domiciled. (True and correct copies of the Disclosure Statements are attached as Exhibit "A".)

6. On or about September 15, 2012 Payee executed a “Structured Settlement Annuity Sale and Assignment Agreement” in order to sell the periodic payments due pursuant to the settlement agreement. (A true and correct copy of the Structured Settlement Annuity Sale and Assignment Agreement is attached as Exhibit “B”.)

7. This filing of Notice of Proposed Transfer and Application for Authorization of Structured Settlement Payment Rights; and the transfer contemplated under the Structured Settlement Annuity Sale and Assignment Agreement, complies with the requirements of the Alabama Structured Settlement Protection Act, Ala. Code 6-11-50 et seq. and 26 U.S.C. §5891 et seq. and to the knowledge of the parties does not contravene any Federal or State statute or order of any court of any responsible governmental or administrative authority.

8. The best interests of **Ed Dancy, IV**, taking into account the welfare and support of him/herself, renders the transfer appropriate because Payee desires to use the net advanced funds of **\$50,000.00** dollars to pay his college tuition and make improvements to his home. Payee has provided an Affidavit in support of this Application outlining Payee’s reasons for pursuing this transfer. (A true and correct copy of the Payee’s Affidavit in support of the transfer is attached as Exhibit “C”.)

9. The Parties believe the net amount payable to Payee is fair, just and reasonable under the existing circumstances.

10. The Payee has the following dependents as defined by Ala. Code § 6-11-51(2): **Wife and Minor Child**. (A true and correct copy of the Statement of Dependents is attached as Exhibit “D”.)

11. Payee has considered Payee's financial situation carefully before executing the Structured Settlement Payment Right Purchase and Assignment Agreement. Moreover, Payee was advised in writing by Transferee to seek independent professional advice regarding the legal, tax and financial implications of this transfer. (See, Alabama Disclosure Statement and Affidavit of Payee, Exhibits "A" and "C".)

12. **The Assigned Payments are life contingent.** In accordance with the Structured Settlement Protection Act, the Payee has established and has agreed to maintain procedures reasonably satisfactory to the annuity issuer and the structured settlement obligor for (i) periodically confirming the payee's survival, and (ii) giving the annuity issuer and the structured settlement obligor prompt written notice in the event of the payee's death.

13. By copy of this Application, Transferee has provided written notice of the transfer to all interested parties, including Payee, Annuity Issuer and Owner. Any interested party is entitled to support, oppose or otherwise respond to the Transferee's application, either in person or by counsel, by submitting a written response to the Court or by personal appearance at the hearing of this Application. Such written response must be filed prior to the hearing date listed on this application or as indicated by further notice of hearing, but in no event is such response required to be filed less than 15 days following the service of this petition.

14. The Structured Settlement Annuity Sale and Assignment Agreement provides that if Payee is domiciled in Alabama, any disputes between the parties will be governed in accordance with the law of the State of Alabama. (See Exhibit "B".)

WHEREFORE, Transferee hereby requests this Court, upon the disclosure and notice required under the Structured Settlement Protection Act, to make findings required under the Alabama Structured Settlement Protection Act, approve the transfer of structured settlement payment rights as described in this Application and to enter an order stating as follows:

1) the Court declares pursuant to 26 U.S.C. §5891 and the Alabama Structured Settlement Protection Act, all statutory requirements have been met and the transfer of the structured settlement payment rights are in the best interest of Payee and is fair and reasonable to all interested parties under all circumstances;

2) Payee may lawfully assign to Transferee or its successors and assigns his rights to receive the assigned payments;

3) all assigned payments shall be made to Transferee when each payment becomes due;

4) Obligor and Issuer are hereby directed to remit and make payable the assigned payments to **ASH SQUARE FUNDING, LLC**;

5) Payee no longer has the power or authority to request changes to the payment address or beneficiary designation relating to the assigned payments, and no other person or entity, other than Transferee, or its successors or assigns, shall have the power or authority to change the address for payment of the assigned payments;

6) Obligor and Issuer shall not change the payment address for the assigned payments unless it has received written notice from Transferee or its successors or assigns;

7) Declare the relief requested in no way negates the ownership or control of the underlying annuity contract issued by Issuer and the Court makes no findings regarding the enforceability, if any, of any non-assignment provision relating to or which may be contained in any settlement agreement other than the Application before this Court; and

8) Ordering such other and further relief as this Court deems just and proper.

Respectfully submitted this the 29TH day of January, 2013.

s/ Maxwell D. Carter
MAXWELL D. CARTER
Attorney for Petitioner
ASB # 6588 E57M

Of Counsel:

Maxwell D. Carter
Attorney & Counselor at Law, LLC
1023 Edenton St.
Birmingham, AL 35243
Phone: (205) 967-2509
Fax: (205) 967-2510
mdc@maxcarterlaw.com

CERTIFICATE OF SERVICE

I hereby certify that the above and foregoing has been served by U.S. Certified Mail, Postage Pre-paid with return receipt requested to the following parties on this the 29th day of January, 2013.

Ed Dancy
840 Nassau Ave SW
Birmingham AL 35211

Genworth Life and Annuity Insurance Company
3100 Albert Lankford Drive
mail stop CSC-1-030
Lynchburg, VA 24501

Jamestown Life Insurance Company
3100 Albert Lankford Drive
mail stop CSC-1-030
Lynchburg, VA 24501

Latoya m. Deramus
600 Flint Hill Ln
#1001
Birmingham, AL 35022

s/Maxwell D. Carter

DISCLOSURE STATEMENT
ALABAMA

REVISED – RELATING BACK TO: SEPTEMBER 12, 2012

PAYEE: ED DANCY IV

This Disclosure Statement is being provided by Ash Square Funding, LLC (“Ash Square” or “Us”) to Ed Dancy IV, (“Payee” or “You”) in connection with Payee’s agreement to transfer and assign to Ash Square Funding, LLC certain structured settlement payment rights due Payee.

1. Schedule of Payments Transferred. The Payee intends to assign, transfer or sell to Ash Square Funding, LLC all of Payee’s rights, title and interest in the following payments:

Life contingent monthly payments of \$2,357.25 commencing April 7, 2024 through and including December 7, 2043.

2. Aggregate Amount of Payments Transferred. The aggregate amount of payments to be transferred to Ash Square Funding, LLC totals \$558,668.25.

3. Discounted Present Value. The discounted present value of the aggregate payments transferred at 1.0% is \$451,804.69. The discounted present value is the calculation of current value of the transferred structured settlement payments under federal standards for valuing annuities. **THIS IS NOT THE RATE USED TO CALCULATE THE PURCHASE PRICE.**

4. Calculation of Discounted Present Value. The discounted present value of payments shall be calculated as follows: The applicable federal rate used in calculating the discounted present value is 1.0%.

5. Gross Amount Payable. In exchange for these payments, the Payee will receive the gross amount of \$50,000.00. Funding will not occur until everything necessary under the Structured Settlement Annuity Sale and Assignment Agreement has taken place.



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

Legal Fees -	\$	0.00
Processing Fees -	\$	0.00

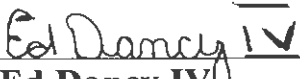
7. **Net Amount Payable.** The net amount payable to Payee after the deduction of all commissions, fees, costs, expenses and charges described in paragraph 6 of this disclosure is \$50,000.00.

8. **Right To Cancel.** The Payee shall have the right to cancel the Structured Settlement Annuity Sale and Assignment Agreement, without penalty or further obligation, not later than the third (3rd) business day, after the Structured Settlement Annuity Sale and Assignment Agreement is signed by the Payee.

9. **Penalty In The Event Of Breach Of Contract.** The amount of any penalty and the aggregate amount of any liquidated damages (inclusive of penalties), payable to Ash Square Funding, LLC by the Payee in the event of the Payee's breach of the transfer agreement are NONE.

10. **Independent Professional Advice.** The Payee understands that Payee should consult with Payee's own attorney, certified public accountant, actuary, or other professional adviser concerning the legal, tax, and financial implications of a transfer of structured settlement payment rights, including the federal and state income tax consequences of a transfer if he/she or the Settlement Obligor/Issuer is domiciled in a State that requires the payee to receive such consultation.

I have read and understand everything set forth in this Disclosure Statement.



Ed Dancy IV

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**DISCLOSURE STATEMENT
PURSUANT TO VIRGINIA LAW**

REVISED – RELATING BACK TO: SEPTEMBER 12, 2012

PAYEE: ED DANCY IV

This Disclosure Statement is being provided by Ash Square Funding, LLC (“Ash Square” or “Us”) to Ed Dancy IV, (“Payee” or “You”) in connection with Payee’s agreement to transfer and assign to Ash Square certain structured settlement payment rights due Payee. This Disclosure Statement is being provided pursuant to Virginia Law, (the “Virginia Transfer Statute”).

1. **Schedule of Payments Transferred.** The amount of each future payment to be transferred by the Payee and the date such payments were due to the Payee is:

Life contingent monthly payments of \$2,357.25 commencing April 7, 2024 through and including December 7, 2043.

2. **Aggregate Amount of Payments Transferred.** The aggregate amount of payments to be transferred to Ash Square by the Payee is \$558,668.25.

3. **Discounted Present Value.** The discounted present value of the aggregate payments transferred at 1.0% is \$451,804.69. The discounted present value is the calculation of current value of the transferred structured settlement payments under federal standards for valuing annuities. THIS IS NOT THE RATE USED TO CALCULATE THE PURCHASE PRICE.

4. **Calculation of Discounted Present Value.** The discounted present value of payments shall be calculated as follows: The applicable federal rate use in calculating the discounted present value is 1.0%.

5. **Lump Sum.** The Lump sum Payable to the Payee in exchange for transferring the future payments is \$50,000.00.

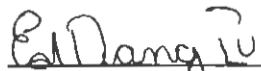
6. **Fees and Expenses.** The Payee will be responsible for paying this good faith estimate of all commissions, fees, rebates, service charges, application fees, processing fees, closing costs, filing fees, administrative charges and other commissions, fees, costs, and expenses and charges to be paid by the Payee or deducted from the lump sum in connection with the transfer:

Legal Fees	-	\$	0.00
Processing Fees	-	\$	0.00

7. **Net Amount Payable.** The net amount payable to the Payee after the deduction of all commissions, fees, costs, expenses and charges described in paragraph "6" of this disclosure is \$50,000.00.

8. **Independent Consultation.** The Payee understands that there may be adverse tax consequences affecting the consumer as a result of the transfer and that the consumer is advised to seek the advice of an attorney or accountant.

I have read and understand everything set forth in this Disclosure Statement.



Ed Dancy IV

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**STRUCTURED SETTLEMENT ANNUITY
SALE AND ASSIGNMENT AGREEMENT**

THIS STRUCTURED SETTLEMENT ANNUITY SALE AND ASSIGNMENT AGREEMENT dated as of the 15th day of September, 2012 is entered into

BETWEEN:

ED DANCY IV

An individual residing in the State of Alabama
(hereinafter called the "Seller")

OF THE FIRST PART

-and-

ASH SQUARE FUNDING, LLC

A limited liability company pursuant to the laws
of Delaware (hereinafter called "Buyer")

OF THE SECOND PART

WITNESSES THAT in consideration of the premises, the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which each party hereto irrevocably acknowledges), the parties agree as follows:

SECTION ONE

PURCHASE AND SALE OF ANNUITY

1.1 Agreement to Sell and Buy. Subject to the terms and conditions set forth in this Structured Settlement Annuity Sale and Assignment Agreement and schedules hereto, which form an integral part of this agreement (collectively referred to as the "Agreement"), Seller hereby agrees to sell, transfer, deliver and irrevocably assign to Buyer and Buyer's successors and assigns at Closing (as hereinafter defined), and Buyer hereby agrees to buy from Seller, all of Seller's right, title and interest in (a) certain payments arising out of an agreement or order to settle a personal injury damage claim (such agreement or order, the "Settlement Agreement"), to which Seller is a party and the payment obligations under which have been assigned to the Annuity Owner, as defined in the Terms Rider attached as Schedule "A" hereto, which said payments are set out and more particularly defined in the Terms Rider (such payments are hereinafter collectively referred to as the "Assigned Payments"), (b) the Annuity (as defined in said Terms Rider) and (c) all Related Rights (as defined in Section 1.9 of this Agreement). Notwithstanding any references to the Annuity in this Agreement or any other provision of this Agreement to the contrary, the parties agree that the "Assigned Payments" and Related Rights hereunder shall include without limitation Seller's rights under the Settlement Agreement as against the Annuity Owner with respect to the payments identified on Schedule "A" and shall not be limited to Seller's rights under the Annuity.

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1.2 Price and Terms of Payment. The purchase price (hereinafter called the "Purchase Price") for the Assigned Payments is as set out in the Terms Rider. Buyer covenants and agrees to pay the Purchase Price on the Closing Date (as hereinafter defined in Section 1.3 hereof) to the Seller in immediately available funds by wire transfer, bank draft or certified check, at Buyer's discretion. Should any payment from the Assigned Payments be received by the Seller prior to the Closing Date then Seller shall have the right to keep said payment(s) and the Purchase Price shall be reduced by the amount of any such payment(s).

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

1.3 Closing. The closing of the within transaction shall occur on the fifth (5th) business day following the date on which the last of the conditions precedent set forth in Section 2.1 has been satisfied (hereinafter referred to as the "Closing Date). The closing shall take place at the Closing Place as stipulated in the Terms Rider or at such other location agreed upon in writing by Buyer and Seller. At any time prior to the Closing Date Buyer shall have the sole and absolute discretion to cancel this Agreement without further obligation to Seller if (i.) Seller defaults in respect of his obligations hereunder; or (ii) otherwise in accordance with the Agreement. Further, should any of the conditions precedent remain unsatisfied by the Conditions Date as set out in the Terms Rider then Buyer shall have the sole and absolute right to cancel this Agreement at any time thereafter without further obligation of Buyer to Seller.

1.4 Delivery of Assigned Payments.

- (a) Seller shall deliver or cause to be delivered and assign, and Buyer shall accept, the Assigned Payments on the Closing Date.
- (b) Seller covenants with Buyer that at the time of closing on the Closing Date title to the Assigned Payments will be good and marketable, free and clear of all claims, liens, mortgages or encumbrances of any kind or character.

1.5 Access to Documents. From and after the date of this Agreement and up to the Closing Date, Buyer shall, on reasonable notice to Seller from time to time have access to all documents and information related to the Annuity and the Assigned Payments as well as all related or underlying agreements ("Documents") for purposes of reviewing same. When requested by Buyer, Seller shall deliver copies of the Documents to Buyer for Buyer's review and files, which Documents shall include but not be limited to (i.) a copy of the underlying settlement and release agreement/order under which Seller is entitled to receive the Assigned Payments; (ii) the Annuity contract(s); (iii) a qualified assignment and release if applicable; (iv) a structured settlement questionnaire (to be provided by Buyer and executed by Seller); (v) a

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statement of legal representation; (vi) a W-9 tax form; (vii) proof of Seller's age of majority and other valid government-issued personal identification; (viii) Seller's most recent federal and state income tax returns; (ix) and such other documents and information as Buyer may reasonably request depending on the personal situation of the Seller.

1.6 Disclosure Statement. Seller acknowledges receipt of a disclosure statement ("Disclosure Statement") setting out various information regarding this transaction.

1.7 Irrevocable Power of Attorney.

- (a) With respect only to the Assigned Payments, Seller constitutes and irrevocably appoints Buyer or Buyer's successor or assign the true and lawful attorney for Seller and for Buyer's use and benefit to accept, sign, endorse, negotiate and/or transfer without restriction, in Seller's name and on Seller's behalf, all checks, drafts, promissory notes, or other instruments, payable to Seller's order, or which may require Seller's endorsement, and received pursuant to the Assigned Payments.
- (b) This power of attorney shall be irrevocable until such time as Buyer has received all Assigned Payments to which it is entitled pursuant to the Agreement and shall not be affected by the death or disability of the principal.
- (c) With respect only to any promissory note given to Buyer by Seller in connection with this transaction, Seller grants Buyer the right to contact any financial institution in which Seller maintains any funds (a "Bank Account") to enforce the applicable provisions of the Agreement, such enforcement to be construed as a set-off against any and all obligations owed by seller to buyer under any promissory note given to Buyer by Seller. Seller hereby authorizes Buyer to record all appropriate UCC financing statements or other lien document on Seller's behalf against any such Bank Account.

1.8 Designation of Beneficiary. Seller designates Buyer as Seller's beneficiary to the Assigned Payments. Seller agrees to execute such additional beneficiary designation form as may be required by the owner of the Annuity and/or the issuer of the Annuity to carry out the intent of this Section 1.8.

1.9 Grant of Security Interest. Seller hereby grants Buyer a first-priority, perfected and continuing security interest in all of Seller's right, title and interest in, to and under the Assigned Payments and the Related Rights (collectively, the "Collateral"). The term "Related Rights" as used in this Agreement means: (i) all payments in respect of the Assigned Payments; (ii) any underlying settlement and assignment documents or other ancillary documentation related to the Assigned Payments; (iii) all liens and property purporting to secure payment of the Assigned Payments; (iv) all rights of Seller under any insurance policy with respect to the Assigned Payments (and all proceeds and premium refunds thereof); (v) all guaranties, indemnities, warranties, financing statements and other agreements or arrangements of whatever character from time to time supporting or securing payment of the Assigned Payments; and (vi) all proceeds of and rights to enforcement with respect to any of the forgoing. All of the Collateral shall secure payment and performance of all of Seller's obligations at any time owing to Buyer,

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fixed or contingent, arising under this Agreement or by operation of law or otherwise. Upon the request of the Buyer, Seller shall furnish to Buyer such documents, financing statements and endorsements as Buyer may require to perfect its security interest in the Collateral.

1.10 Authorization to File Financing Statements. Seller hereby authorizes Buyer, without notice to or further assent by Seller, to file such UCC financing statements and/or amendments thereto with respect to the Collateral as Buyer deems necessary in order to perfect Buyer's security interest therein.

SECTION TWO

CONDITIONS OF CLOSING, INSPECTION AND WARRANTIES

2.1 Conditions Precedent. The following conditions precedent have been inserted for the benefit of Buyer and may be waived in whole or in part by Buyer in writing at any time at Buyer's sole discretion. It shall be a condition precedent to Buyer's obligation to complete the within transaction that at the time of closing on the Closing Date:

- (a) The Annuity and Assigned Payments shall be free and clear of all claims, Adverse Claims (as defined in Section 2.2 hereof), liens, mortgages, and encumbrances of any kind or character;
- (b) All necessary final and non-appealable court orders issued by courts of competent jurisdiction shall have been obtained by Buyer at Buyer's cost and expense with the cooperation of Seller in a form acceptable to Buyer approving the nature and particulars of the within transaction and directing that the Annuity Issuer recognize the sale and assignment of the Assigned Payments to Buyer or Buyer's successors and assigns as directed by Buyer without reduction or set off and receipt by Buyer of said court order(s), certified to be a true and complete copy by an officer or clerk of the court or filed in the court issuing such order (hereinafter referred to as "Court Order");
- (c) Seller shall have caused to be terminated any UCC financing statement that purports to record a security interest in the Assigned Payments in favor of any secured party other than Buyer;
- (d) Seller shall have provided all documents and information requested by Buyer contemplated in Section 1.5 hereof;
- (e) Buyer shall have received a written acknowledgment from the Annuity issuer in a form satisfactory to Buyer, acting reasonably, confirming that Seller is entitled to the Assigned Payments in the amount and manner described in the Terms Rider and acknowledging the Annuity Issuer's unqualified agreement to make all of the Assigned Payments to Buyer or Buyer's named successors and assigns in

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accordance with the Agreement and the Terms Rider and as directed precisely in accordance with the court order(s);

- (f) Buyer shall have received the final results of its Inspections, including but not limited to credit and other searches;
- (g) Seller has performed all of his obligations under the Agreement.
- (h) If the Assigned Payments are life contingent, then the procurement of all necessary life insurance policies and documents and the transfer of any or all of the life insurance policies to Buyer and/or its assignee(s) prior to closing.

2.2 Inspection. Buyer shall have the right to conduct one or more inspections ("inspections") to enable it to determine whether there was filed any liens on, judgments against, or any adverse claim against the Seller and the Annuity (collectively referred to as "Adverse Claims"). Buyer, in its sole discretion, shall be entitled to discharge any Adverse Claims prior to or at the time of closing on the Closing Date by paying such amount or amounts necessary to so satisfy such Adverse Claims. In such case, the Purchase Price shall be automatically reduced by the amount of any such payments. If an undisclosed Adverse Claim affecting the Assigned Payments arises or is discovered after the Purchase Price is paid to Seller, Seller does indemnify Buyer and hold Buyer harmless from any and all resulting losses, shortfalls, or other encumbrances.

2.3 Warranties of Seller. Seller represents and warrants that:

- (a) The Agreement, when executed and delivered by Seller, will constitute a legal, valid and binding obligation of Seller, enforceable in accordance with its terms;
- (b) Seller is the holder of the entire right, title and interest in and to the Assigned Payments and has full power and authority to enter into and perform all of Seller's obligations under the Agreement, without obtaining the consent of any third party to do so. In that regard, Seller has and will at the time of closing on the Closing Date have full power and lawful authority to transfer title to the Assigned Payments to Buyer or to cause title to the Assigned Payments to be transferred to Buyer;
- (c) Seller is entitled to the Assigned Payments, free and clear of any right, interest, lien, charge, encumbrance, or other claim of any other person or entity. There are no suits or proceedings pending or threatened against or affecting the Seller or the Assigned Payments which are likely to have a material adverse effect on Seller's ability to perform its obligations hereunder;
- (d) The Annuity (including the Assigned Payments) has not been obtained or created in any fashion which would violate any state, federal or local law, and there are no legal or equitable defenses to the payment of said Annuity to Seller;

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- (e) Seller has paid all federal, state and local taxes owing through and including the date of execution of the Agreement, or has made or will make adequate provisions thereof;
- (f) Seller is not now in arrears or in default to any present or former spouse for support, maintenance or similar obligations nor is Seller indebted to any child for any child support or similar payment;
- (g) The Assigned Payments, are not subject to any lien by any governmental agency to which benefits such as student loans, food stamp benefits or low income energy assistance benefits are owed;
- (h) Seller has never been known by any name(s) other than those set forth herein;
- (i) Seller's tax identification number is as set out in the Terms Rider;
- (j) The description of the Assigned Payments set forth in the Terms Rider is true and correct;
- (k) Seller has been independently advised and represented by counsel of choice throughout the negotiation of the Agreement or has knowingly waived such advice. Seller has relied solely on the advice of Seller's counsel and other advisors with respect to the legal, tax and financial implications of this transaction and has not relied on Buyer's advice or the advice of Buyer's advisors and/or counsel;
- (l) Seller wishes to obtain "upfront" cash rather than wait for a series of smaller scheduled payments in the future. Seller has considered other means of raising cash but after weighing options has determined that selling the Assigned Payments to Buyer would be in the best interest of the Seller;
- (m) Seller has not previously assigned, pledged or otherwise encumbered any portion of the Assigned Payments;
- (n) Seller has never voluntarily filed for bankruptcy or been subject to an involuntary bankruptcy proceeding or if so has had such bankruptcy proceedings discharged or dismissed;
- (o) Seller has not entered into this transaction for the purpose of evading creditors;
- (p) Seller shall immediately advise Buyer in writing in the event Seller changes his address of residency;
- (q) Seller is an adult of sound mind, not acting under duress or the influence of alcohol or other drugs; and

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- (r) The facts set forth by Seller in the Agreement and all Schedules attached hereto are true and complete and do not omit to disclose anything as a result of which those statements are incomplete, false or misleading.

2.4 Indemnification. Seller agrees to hold harmless, defend and indemnify Buyer against all claims, losses, damages or expenses, including attorney fees, which Buyer might incur as a result of any breach or failure of any representation or warranty contained in Section 2.3 hereof or as a result of any breach of any term or provision of the Agreement.

SECTION THREE

DEFAULT

3.1 Default by Buyer. In the event that Buyer shall fail to perform or observe any covenant or agreement to be performed or observed by it under the Agreement in a timely manner, Seller may at its option, and in addition to any other remedies available to it in law (including the UCC) or equity, declare Buyer to be in default under the Agreement by written notice to such effect given to Buyer and, at any time thereafter, Seller may declare the Agreement to be at an end.

3.2 Default by Seller. In the event that Seller shall fail to perform, observe, or honor any covenant or agreement in a timely manner or be in breach of any representation or warranty hereunder, Buyer may at its option, and in addition to any other remedies available to it in law (including the UCC) or equity, declare Seller to be in default under the Agreement by written notice to such effect given to Seller and, at any time thereafter, Buyer may declare the Agreement to be at an end.

3.3 Statutory Exception. Notwithstanding anything else contained in this Section 3, in the event that the transfer of the Assigned Payment fails to satisfy the conditions set forth in Chapter 81 of Title 23 of the Alabama Statutes and Codes, or any amendments thereto, the Seller shall not incur any penalty or other liability to Buyer.

3.4 Remedies. Buyer may, in addition to any other remedies provided herein or at law, bring action at law or equity to exercise any one or more of the following remedies: (i) enforce performance of the defaulted provision, (ii) recover damages for breach thereof, along with its attorney fees and disbursements and other expenses of enforcing its rights hereunder to the extent disclosed to Seller in the Disclosure Statement.

SECTION FOUR

MISCELLANEOUS

4.1 Entire Agreement. The Agreement (together with the schedules attached hereto) represents the entire agreement between the parties and supersedes and cancels any prior negotiations, oral or written agreements, letter or intent or understanding related to the subject matter hereof.

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4.2 Counterparts. The Agreement may be executed in several counterparts, and all so executed shall constitute an agreement, binding on both of the parties hereto, even though both parties are not signatories to the original or the same counterpart. Any counterpart of the Agreement that has attached to it separate signature pages, which altogether contain the signatures of both of the parties hereto, shall for all purposes be deemed a fully executed instrument. Each party to the Agreement agrees that (i) it/he will be bound by its own telecopied signature, (ii) it/he accepts the telecopied signature of the other parties to the Agreement and (iii) it/he will promptly deliver an original signature page to the other party.

4.3 Amendments. No provision of the Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

4.4 No Rule of Construction. The parties acknowledge that the Agreement was initially prepared by Buyer but Seller and Buyer have read and fully negotiated all of the language used herein. The parties acknowledge and agree that because Seller and Buyer participated in negotiating and drafting the Agreement, no rule of construction shall apply to the Agreement which construes any language, whether ambiguous, unclear, or otherwise, in favor of or against either Seller or Buyer.

4.5 Severability. Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any such provision shall be prohibited by or be invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement.

4.6 Waiver. The waiver or modification by a party of performance or breach of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent or other performance or breach thereof.

4.7 Survival of Obligations. The representations, warranties, agreements, acknowledgments, waivers and disclaimers made or contained in the Agreement shall not merge in but survive the Closing Date and the consummation of the transaction contemplated by the Agreement, and shall remain in full force and effect until the expiration of any applicable statute of limitations.

4.8 Governing Law. The Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Alabama and U.S. Federal law to the extent applicable. In the event of a dispute, the parties agree to attorn to the courts in the State of the Seller's domicile. The domicile state of the Seller is the proper venue to bring any cause of action arising out of the Agreement.

4.9 Headings. Section headings herein are used for convenience only and shall not otherwise affect the provision of the Agreement nor the interpretation hereof.

4.10 Assignment. Buyer may, on written notice to Seller at any time prior to the Closing Date or thereafter assign the Agreement to Buyer's successors or assigns provided that Buyer

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shall remain liable to Seller for all of Buyer's obligations hereunder. Seller shall not assign any of its rights or obligations under the Agreement.

4.11 Expenses. Except as otherwise expressly stated in the Agreement, each party shall be responsible for paying its own fees and expenses (including attorney's fees) incurred in the negotiation of the Agreement and the documentation contemplated hereby and the closing of the within transaction.

4.12 Legal Fees. In the event that a dispute arises between the parties that results in litigation including any appeals, the prevailing party shall be entitled to be fully reimbursed by the unsuccessful party for its/his legal costs and other expenses including attorney's fees on a solicitor and client scale in addition to any award granted.

4.13 Waiver of Jury Trial. Both parties to the Agreement hereby waive the right to trial by jury in any action or proceeding instituted with respect to the Agreement.

4.14 Notices. All notices, consents, requests, instructions, approvals and other communications (hereinafter collectively called "Communications") provided for in the Agreement or given or made in connection with the transaction hereby contemplated shall be given, made or served in writing and shall be delivered by hand (which shall include courier delivery) or by facsimile transmission as follows:

(a) if to Seller, to the Seller's Notice Address as set out in the Terms Rider.

(b) if to Buyer:

c/o Ash Square Funding, LLC
14225 Ventura Blvd, Suite 100
Sherman Oaks, CA 91423
Attention: Mr. Robert Shapiro
Fax No: 866-452-4499

Or such other address or telecopier number as either party may from time to time notify the other in accordance with this Section 4.14. All Communications made or given by delivery in accordance with the foregoing shall be conclusively deemed to have been given at the time of actual delivery thereof or, if made or given by facsimile transmission in accordance with the foregoing, shall be conclusively deemed to have been given at the time of transmittal.

4.15 Right of First Refusal. In consideration for the time and expense incurred by Buyer in preparing these and related documents and conducting investigations relating to the Seller and Annuity and subject to Seller's obligation to convey to Buyer the Assigned Payments for the Purchase Price specified herein Seller agrees that for 60 months following the date hereof Seller shall not sell, assign, borrow against, pledge, or otherwise encumber any one or more of the Annuity payments without first (i) obtaining a written offer or proposal containing all material terms ("Offer"); (ii) giving Buyer a copy of the written Offer and if, within thirty (30) days of receiving a copy of the Offer, Buyer informs Seller that it elects to match the terms of the Offer, then Seller shall be obligated to execute all documents necessary to consummate such



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transaction with Buyer on those terms. Seller grants Buyer a security interest in all of Seller's Annuity payments to the extent of Buyer's right of first refusal contained herein. The foregoing right of first refusal shall survive the exercise of any right of cancellation or rescission that Seller or Buyer may have under the Agreement or applicable law.

4.16 Further Acts. Seller shall do, make, execute, and deliver any and all such additional and further acts, assignments, assurances, and instruments as Buyer or Buyer's assigns may reasonably request for the purpose of completely vesting in Buyer or its Assigns, as the case may be, the rights assigned hereunder.

4.17 UCC Definition. As used in this Agreement, "UCC" shall mean the Uniform Commercial Code as the same may, from time to time, be in effect in the state where Seller resides (the "State"); provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of Buyer's security interest in any Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State, the term "UCC" shall mean the Uniform Commercial code in effect in such other jurisdiction for purposes of the provisions hereof relating to such attachment, perfection or priority and for purposes of definitions related to such provisions.

IN WITNESS WHEREOF the parties have executed the Agreement as of the date first above written.

ASH SQUARE FUNDING, LLC

By: JAVO
Name: James A. Kohn
Title: Vice President

Date

SELLER

Ed Dancy IV
Ed Dancy IV

9-15-2012
Date

EO
Initials

SCHEDULE "A"

TERMS RIDER TO STRUCTURED SETTLEMENT ANNUITY
SALE AND ASSIGNMENT AGREEMENT

Name of Seller:

Seller's current address / Notice Address:

Seller's immediate prior address:

Seller's social security number:

Seller's tax identification number (if different from above):

Seller's spouse's name:

Seller's dependents' names and perspective ages:

Contingent Payee/Beneficiary:

Name of Annuity Holder:

Annuity Policy Number:

Date of Annuity Policy:

Payments Being Assigned:

Purchase Price:

SELLER:

Ed Dancy IV
Ed Dancy IV

Witness: Margaret Ann Hamilton

ASH SQUARE FUNDING, LLC

Per: JAKO
Name: James A. Klohn
Title: Vice President

EO
Initials

Please complete where indicated and sign

**TERMS RIDER TO STRUCTURED SETTLEMENT ANNUITY
SALE AND ASSIGNMENT AGREEMENT**

Name of Seller: Ed Dancy IV

Seller's current address / Notice Address: 840 Nassau Ave SW
Birmingham, AL 35211

Seller's social security number: _____

Seller's spouse's name: _____

Seller's dependents' names and respective ages: _____

Name of Annuity Issuer: _____

Name of Annuity Owner: _____

Annuity Policy Number: _____

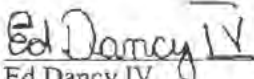
Date of Annuity Policy: _____

Payments Being Assigned:

Life contingent monthly payments of \$2,357.25 commencing April 7, 2024 through and including December 7, 2043.

Purchase Price: \$50,000.00

SELLER:



 Ed Dancy IV

Ash Square Funding, LLC


 Per: _____
 Name: James A. Klohn
 Title: Vice President

AFFIDAVIT

I, Ed Dancy IV, of full age, being duly sworn according to the law, upon my oath depose to say:

1. I currently reside at 840 Nassau Ave SW, Birmingham, AL 35211.

2. I am the recipient of certain guaranteed payments under a structured settlement. The entity presently obligated to make the payments due under the structured settlement is Jamestown Life Insurance Company. In order to fund its payment obligations under the structured settlement Jamestown Life Insurance Company purchased an annuity contract 1758142 from Genworth Life & Annuity Insurance Company.

3. I voluntarily entered into an Structured Settlement Annuity Sale and Assignment Agreement (the "Agreement") dated September 15, 2012 with Ash Square Funding, LLC ("Ash Square Funding, LLC"). Under that Agreement, I agreed to sell and assign Ash Square Funding, LLC the following payments due to me under the structured settlement:

Life contingent monthly payments of \$2,357.25 commencing April 7, 2024 through and including December 7, 2043.

4. I understand I will forego receipt of the Assigned Payments under the Agreement. I understand that my beneficiaries/heirs and I will no longer receive any of the Assigned Payments or any portion of the Assigned Payments. I understand that all of the Assigned Payments will go to Ash Square Funding, LLC or the assigns of Ash Square Funding, LLC.

5. I also understand that this Affidavit is submitted for use in the court approval process initiated by Ash Square Funding, LLC and myself to seek court approval of the transfer of payments to Ash Square Funding, LLC.

6. I also received from Ash Square Funding, LLC a Disclosure Statement detailing the terms of the Agreement, which I signed and returned to Ash Square Funding, LLC. I carefully reviewed the Disclosure Statement and fully and completely understand all terms of the Disclosure Statement.

7. In the Disclosure Statement, Ash Square Funding, LLC advised me to seek professional advice regarding the Agreement from an attorney, accountant or other professional of my choice.

_____ I have either received said advice or fully intend to receive independent professional advice regarding this transaction.

X I have decided to waive the independent professional advice regarding this transaction.

8. I am a 24 year old married man with one dependent.



9. I have thoroughly considered this transaction, my alternatives and the use to which I will put the proceeds of this sale. I have considered the impact of this transaction on my dependent and myself. I will be able to improve our present standard of living if I am permitted to transfer and assign my right to receive the Assigned Payments to Ash Square Funding, LLC as described in this Affidavit. After considering these factors I believe that this transaction is in my best interest and the best interest of my dependent.

10. I intend to use the proceeds I receive from Ash Square Funding, LLC under the Agreement to pay my college tuition. The remainder will be used to make improvements to my home. Therefore, I have decided to pursue this transaction with Ash Square Funding, LLC.

11. I will not be using any portion of the proceeds from the Agreement for day-to-day expenses. I have not assigned, sold, or pledged any of the structured settlement payments that I am proposing to transfer and assign herein to any party or entity. I do not believe that approval of this transfer will negatively affect our standard of living or harm us in any way. Therefore, I have determined that completing this transaction with Ash Square Funding, LLC is in my best interest and will improve the quality of my life.

Ed Dancy IV
Ed Dancy IV

STATE OF Alabama
COUNTY OR CITY OF Jefferson

On the 15th day of September, in the year 2012 before me, the undersigned, personally appeared Ed Dancy IV, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, and acknowledge to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Theresa Ora Blumie

Notary
NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 7, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My commission expires on _____.

DEPENDENTS OF ED DANCY IV

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

I HAVE NO dependent(s)

- OR -

I HAVE dependent(s) as listed below

Name	Relationship	Date of Birth	Age
Ed Dancy IV	Son	[REDACTED]	4 years

Ed Dancy IV
Ed Dancy IV



Tab 6
Notice Of Hearing

IN THE CIRCUIT COURT OF SHEBLY COUNTY, ALABAMA

IN RE:) Civil Action Number:
)
Application for Court Approval) CV-2013-900091
of Transfer of Structured Settlement)
Payments of Ed Dancy, IV)
)

NOTICE OF HEARING

Please take note that the above referenced mater is set for hearing in the Circuit Court of Shelby Co., before the Honorable Hub Harrington at the Shelby County Courthouse, Main Street, Columbiana, Alabama on February 20, 2013 at 9:00 a.m. Please mark your calendars accordingly.

Respectfully submitted this the 4th day of February, 2013.

s/ Maxwell D. Carter
MAXWELL D. CARTER
Attorney for Petitioner
ASB # 6588 E57M

Of Counsel:

Maxwell D. Carter
Attorney & Counselor at Law, LLC
1023 Edenton St.
Birmingham, AL 35243
Phone: (205) 967-2509
Fax: (205) 967-2510
mdc@maxcarterlaw.com

Tab 7
Certificate of Service

CERTIFICATE OF SERVICE

I hereby certify that the above and foregoing has been served by U.S. Certified Mail, Postage Pre-paid to the following parties on this the 4th day of February, 2013.

Ed Dancy
840 Nassau Ave SW
Birmingham AL 35211

Latoya Deramus
600 Flint Hill Lane
#1001
Bessemer, AL 35022

Genworth Life and Annuity Insurance Company
3100 Albert Lankford Drive
mail stop CSC-1-030
Lynchburg, VA 24501

Jamestown Life Insurance Company
3100 Albert Lankford Drive
mail stop CSC-1-030
Lynchburg, VA 24501

s/Maxwell D. Carter

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Jamestown Life Insurance Company
 3100 Albert Lankford Drive
 mail stop CSC-1-030
 Lynchburg, VA 24501

2. Article Number (Transfer from service label) 7012 2210 0000 7272 9741

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Address

B. Received by (Printed Name) _____ C. Date of Delivery FEB 04 201

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

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

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Genworth Life and Annuity
 Insurance Company
 3100 Albert Lankford Drive
 mail stop CSC-1-030
 Lynchburg, VA 24501

2. Article Number (Transfer from service label) 7012 2210 0000 7272 9734

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Address

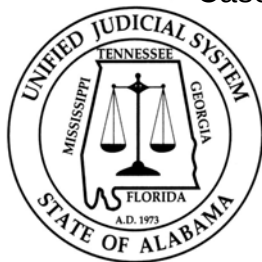
B. Received by (Printed Name) _____ C. Date of Delivery FEB 04 20

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

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

4. Restricted Delivery? (Extra Fee) Yes

Tab 8
Court Order



AlaFile E-Notice

58-CV-2013-900091.00

Judge: HUB HARRINGTON

To: CARTER MAXWELL DOUGLAS
mdc@maxcarterlaw.com

NOTICE OF ELECTRONIC FILING

IN THE CIRCUIT COURT OF SHELBY COUNTY, ALABAMA

ASH SQUARE FUNDING LLC V. ED DANCY IV
58-CV-2013-900091.00

The following matter was FILED on 2/20/2013 9:49:31 AM

Notice Date: 2/20/2013 9:49:31 AM

MARY HARRIS
CIRCUIT COURT CLERK
SHELBY COUNTY, ALABAMA
POST OFFICE BOX 1810
COLUMBIANA, AL 35051

205-669-3760
mary.harris@alacourt.gov

ELECTRONICALLY FILED
8/2/2013 9:49 AM
CV-2013-900091.00
CIRCUIT COURT OF
SHELBY COUNTY, ALABAMA
MARY HARRIS, CLERK

IN THE CIRCUIT COURT OF SHELBY COUNTY, AL

ASH SQUARE)
FUNDING, LLC,)
Plaintiff,) Case No. CV-2013-900091.00
v.)
ED DANCY, IV)
)

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

The court, having reviewed and considered the Petition of Ash Square Funding, LLC, together with all other such relevant matters, finds, based upon both 26 USC § 5891 and the ALA. CODE § 6-11-50 et seq. that there is good cause to approve the transfer of structured settlement payment rights by and between Ed Dancy, IV, Transferor, and Ash Square Funding, LLC, transferee.

THIS COURT FINDS that:

1. Upon evidence provided to this court and upon the representation of the parties to this matter, the interested parties to this action, as defined by ALA. CODE § 6-11-50 (6) are:

PAYEE
Ed Dancy, IV
840 Nassau Ave SW
Birmingham, AL 35211
("Mr. Dancy", "Payee", or "Transferor")

ANNUITY ISSUER
Genworth Life and Annuity Insurance Company
3100 Albert Lankford Dr.
Mail Stop CSC-1-030

Lynchburg, VA 24501
("Annuity Issuer")

STRUCTURED SETTLEMENT OBLIGOR

Jamestown Life Insurance Company
3100 Albert Lankford Dr.
Mail Stop CSC-1-030
Lynchburg, VA 24501
("Obligor")

2. Pursuant to ALA. CODE § 6-11-52, at least 3 days prior to execution of the Transfer and Assignment Agreement at issue in the present matter, the transferee provided payee with a disclosure form consistent with ALA. CODE § 6-11-52 (1) to (8).
3. Pursuant to 26 USC § 5891(b)(2)(A)(i) and (ii), the instant transfer (i) does not contravene any Federal or State statute or the order of any court or responsible administrative authority, and (ii) is in the best interest of the payee, taking into account the welfare and support of the payee's dependents, if any.
4. Pursuant to ALA. CODE § 6-11-53 (1), the transfer is in the best interest of the payee, taking into account the welfare and support of the payee's dependents, if any.
5. Pursuant to ALA. CODE § 6-11-53 (2), the payee has been advised in writing by the transferee to seek independent professional advice regarding the transfer and has either received such advice or knowingly waived such advice in writing.
6. Pursuant to ALA. CODE § 6-11-53 (3), the transfer does not contravene any applicable statute or the order of any court or other government authority.
7. The transfer satisfies all requirements of the Alabama Structured Settlement Protection Act (the "Act"), ALA. CODE § 6-11-50 et seq., and 26 U.S.C. 5891.
8. Jurisdiction and venue are proper for this Court, and proper and timely notices were given to all interested parties, payee, the Annuity Owner and Annuity Issuer in full compliance with the Alabama Structured Settlement Protection Act and the laws of the State of Alabama.

ACCORDINGLY, IT IS HEREBY ORDERED, that:

A. The Purchase Agreement providing for the transfer of structured settlement payment rights by and between Ed Dancy, IV, payee, and Ash Square Funding, LLC, transferee, as described in the Purchase Agreement which is the subject of this Action is **approved**.

B. All payments transferred pursuant to said Purchase Agreement are to be made payable to Ash Square Funding, LLC's designated assignees, Paul Labiner Revocable Trust dated 1/15/13 ("Labiner Trust") as specifically directed below:

ASSIGNED PAYMENTS

Life contingent monthly payments of \$2,357.25 commencing April 7, 2024 through and including December 7, 2043
(the "Assigned Payments")

DESIGNATED ADDRESS

Paul Labiner Revocable Trust dated 1/15/13
5499 North Federal Hwy
Boca Raton, FL 33487
(the "Designated Address")

or to any other address as designated in writing by Ash Square Funding, LLC, its successors and/or assigns without further order of this Court (collectively referred to as the "Designated Address"). For and in exchange of the above assigned payments Payee shall receive the lump sum of \$50,000.00.

C. Not later than twenty (20) days after service of a copy of the Order entered by this Court, the obligor, Jamestown Life Insurance Company, and Genworth Life and Annuity Insurance Company, as Annuity Issuer, are hereby directed to contact Petitioner or its assigns at the following address, Ash Square Funding, LLC, 14225 Ventura Blvd., Suite 100, Sherman Oaks, CA 91423, acknowledging the Transfer, informing Petitioner or its assignees that the change has been made to its records, and specifying the name of the payee scheduled to receive the Assigned Payments, and address or bank account designation to where the Assigned Payments shall be sent.

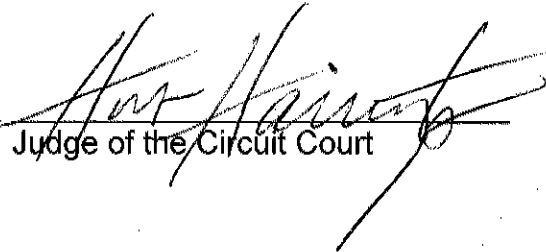
D. The Assigned Payment(s) the Transferee is purchasing from the Payee are paid only for so long as the Payee is alive. The Annuity Issuer and Obligor are only obligated to pay the Assigned Payment(s) to the Designated Assignee during the period specified in this Order only if the Payee is alive at the time the Assigned Payment(s) become due. In order for the Assigned Payment (s) to be made, the Transferee or Designated Assignee shall provide to the Annuity Issuer, as may be requested from time to time by the Annuity Issuer in their reasonable discretion, written confirmation that the Payee is alive. Without limiting the foregoing, the Transferee or Designated Assignee shall provide to the Annuity Issuer an annual certificate in March of each year, beginning on April 7, 2024 confirming that the Payee is alive. The Annuity Issuer agrees that satisfactory proof that the Payee is alive may, at the election of the Designated Assignee, be provided by: (i) a search performed by a recognized search company (such as Westlaw or Lexis/Nexis) that does not produce a death certificate for the Payee or a response from the Social Security Administration, or any successor agency, either directly or through a recognized search company (such as Westlaw or Lexis/Nexis) that there is no record of the death of the Payee or (ii) a statement from either the Transferee or Designated Assignee that they have seen or spoken with the Payee and can thus confirm that the Payee is alive. The Transferee or Designated Assignee and the Annuity Issuer shall provide written notice of the Payee's death to each other immediately upon learning that the Payee has died. In any event, any payments made by the Annuity Issuer or Obligor or their successors and/or assigns after the death of the Payee shall be returned to the Annuity Issuer or Obligor.

E. This Order shall be read in conjunction with prior order(s) of this or any other Court transferring payments to Ash Square Funding, LLC and/or Labiner Trust the payments transferred herein shall be in addition to payments transferred pursuant to any such prior order(s).

F. This Order shall be binding upon the Payee, the Transferee, Jamestown Life Insurance Company, and Genworth Life and Annuity Insurance Company and all other interested parties.

G. This Order shall constitute a final "Qualified Order" within the meaning of 26 USC § 5891.

DONE AND ORDERED in Alabama, this 20th day of February, 2013.


Judge of the Circuit Court

Tab 9

Affidavit in Lieu of Structured Settlement Agreement and Release

AFFIDAVIT IN LIEU OF SETTLEMENT AGREEMENT

I, Ed Dancy IV, understand that I am making the following statements under oath:

- My current address is 840 Nassau Ave SW, Birmingham, AL 35211.
- My social security number is [REDACTED] and my date of birth is [REDACTED].
- I am the recipient of periodic payments resulting from a personal injury claim. The claim was settled by a Settlement Agreement and Release (the "Settlement Agreement") in the State of Alabama on or about 1994. Under the Settlement Agreement, the Defendant and/or Defendant's liability insurer guaranteed that certain structured settlement payments would be made payable to me.
- To satisfy and fund its obligation under the Settlement Agreement, Jamestown Life Insurance Company (the "Structured Settlement Company") purchased a guaranteed investment contract (the "Annuity"), issued by Genworth Life & Annuity Insurance Company (the "Annuity Issuer"), bearing policy contract number 1758142. The Structured Settlement Company is the obligor of the obligations set forth in the Settlement Agreement.
- I am currently receiving or am scheduled to receive the Periodic Payments under the Settlement Agreement and/or Annuity.
- I am making this Affidavit in Lieu of Settlement Agreement because I do not have a copy of the settlement agreement. I have tried to locate a copy, but was unable to do so. I have requested a copy of my Settlement Agreement from my insurance company and they either don't have a copy of the Settlement Agreement nor have they responded to my request.
- I realize that as a material part of my contract with Ash Square Funding, LLC, this document is a condition to my closing this transaction. I submit this affidavit in lieu of that condition precedent and ask Ash Square Funding, LLC to waive this requirement.
- I assert, based upon my knowledge and recollection, that there were no additional parties, other than myself, who have any continuing right or obligation under the underlying structured settlement agreement

[The remainder of this page intentionally left blank]

ALL OF THE STATEMENTS THAT I HAVE MADE IN THIS AFFIDAVIT ARE TRUE, TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF. I UNDERSTAND THAT I MAY BE RESPONSIBLE FOR MONEY DAMAGES IF I WILLFULLY MAKE A FALSE STATEMENT WITHIN THIS AFFIDAVIT.

Ed Dancy
Ed Dancy IV

STATE OF Alabama

COUNTY OF Jefferson

On this 15th day of September 2012, before me, the above signed personally appeared before me and produced for identification DRIVER LICENSE or is personally known to me to be the person whose name is subscribed to the within instrument and acknowledgment to me that he/she executed it.

Wendee Ann Hombler
Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: July 7, 2014
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Tab 10
Benefits Letter



Genworth Life and Annuity Insurance Company
Genworth Life Insurance Company
Genworth Life Insurance Company of New York
P.O. Box 6158
Lynchburg VA 24506 - 6158
888.322.4629 Toll Free
434.948.5440 Fax

November 4, 2011

Ed Dancy IV
840 Nassau Ave SW
Birmingham AL 35211

RE: ~~Annuity Contract # 1758142~~
Owner: Jamestown Life Insurance Company

Dear Mr. Dancy :

Thank you for choosing Genworth Life and Annuity Insurance Company for your insurance needs.

This letter will serve as verification of the annuity benefit payments currently scheduled to be paid to you, and is being sent at your request.

According to our records, you are scheduled to receive:

- \$2,357.25 payable monthly on the 7th guaranteed until March 7, 2024, and thereafter for as long as you shall live.
- \$35,000.00 to be paid in a lump sum due May 28, 2016.
- \$50,000.00 to be paid in a lump sum due May 28, 2021.
- \$75,000.00 to be paid in a lump sum due May 28, 2026.
- \$100,000.00 to be paid in a lump sum due May 28, 2031.
- \$150,000.00 to be paid in a lump sum due May 28, 2038.

These benefits are being paid according to the terms of a settlement agreement and must be paid as indicated. The periodic payments cannot be accelerated, deferred, increased, decreased, assigned, sold or transferred. This contract has no cash surrender or loan value.

Your business is greatly appreciated and we look forward to serving you in the future. If you have questions, please call us at 888.322.4629, Monday - Thursday 8:30 a.m. to 8:00 p.m. and Friday 9:00 a.m. to 8:00 p.m. Eastern Time.

Sincerely,

Annuity Benefit Services

Tab 11

Certificate of Marital Status

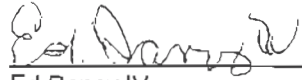
Please complete and sign. If you are married, your spouse must complete & sign Section B in presence of notary

CERTIFICATE OF MARITAL STATUS

SECTION A

I, Ed Dancy IV, hereby certify that I am:

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



 Ed Dancy IV

SECTION B

Spousal Consent:

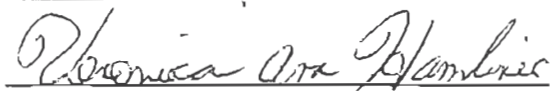
1. I, _____, whose address is _____ am the spouse of Ed Dancy IV who has entered into the attached SALE AND ASSIGNMENT AGREEMENT ("Assignment) with Ash Square Funding, LLC.
2. My Social Security Number is ____ - ____ - ____.
3. My Date of Birth is ____/____/____.
4. In the past six (6) months, I have resided at the following address:

5. I consent to my spouse entering into the Assignment to Ash Square Funding, LLC in accordance with the terms of the Assignment.

(Spouse's Signature)

Sworn to before me this

15th day of September, 2012



 Notary Public

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
 MY COMMISSION EXPIRES: July 7, 2014
 BONDED THRU NOTARY PUBLIC UNDERWRITERS

Tab 12

Waiver of Independent Professional Advice

Please complete and sign.

STATEMENT OF PROFESSIONAL REPRESENTATION

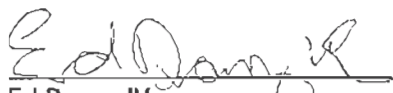
I HAVE BEEN ADVISED BY ASH SQUARE FUNDING, LLC, THAT I SHOULD OBTAIN INDEPENDENT PROFESSIONAL REPRESENTATION CONCERNING THE LEGAL, TAX AND FINANCIAL IMPLICATIONS OF THIS TRANSACTION, BUT I FULLY UNDERSTAND THE AGREEMENT AND THE EFFECTS OF THE TRANSACTION AND I DO NOT WISH TO SEEK OUT SUCH INDEPENDENT PROFESSIONAL REPRESENTATION.

OR

I HAVE OBTAINED INDEPENDENT REPRESENTATION & I FULLY UNDERSTAND THE LEGAL, TAX AND FINANCIAL IMPLICATIONS OF THE TRANSACTION STIPULATED IN THE STRUCTURED SETTLEMENT ANNUITY SALE AND ASSIGNMENT AGREEMENT AND THE RELATED DOCUMENTS. THE NAME OF MY PROFESSIONAL ADVISOR IS SET FORTH BELOW:

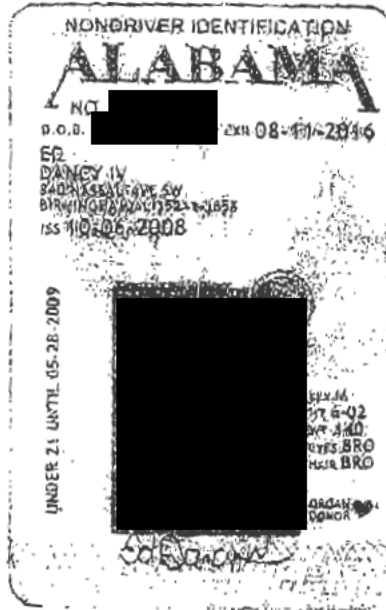
<i>To Be Completed By Certified Professional Advisor</i>	
Name of Professional: _____	Type of Professional:
Phone Number: (____) _____	<input type="checkbox"/> Attorney
Address: _____	<input type="checkbox"/> Certified Public Accountant
_____	<input type="checkbox"/> Certified Financial Advisor
	Designation: _____
<i>I have provided independent professional advice to Ed Dancy IV in respect of the Sale and Assignment Agreement with Ash Square Funding, LLC and the transaction contemplated thereby.</i>	
_____	____/____/____
<i>Professional's Signature</i>	<i>Date</i>

Acknowledged by:


Ed Dancy IV

Tab 13

Photo Identification



554



Tab 14

Lien/Judgement Search Results

CIS Information Services
 Panther Valley Village Square
 P.O. Box 5000
 Allamuchy, NJ 07820



Tel 800-275-7722
 Fax 800-275-8049

CREDIT REPORT

FILE #	6787403	REISSUE #	REPORT DATE	1/28/2013	RQD'	MARC HOCH
PREPARED FOR	WOODBRIDGE STRUCTURED FUNDING		DATE ORDERED	1/28/2013		
	14225 VENTURA BLVD. SUITE 100		REPOSITORIES	XP/TU		
	SHERMAN OAKS, CA 91423		LOAN #		PRICE	\$8.90

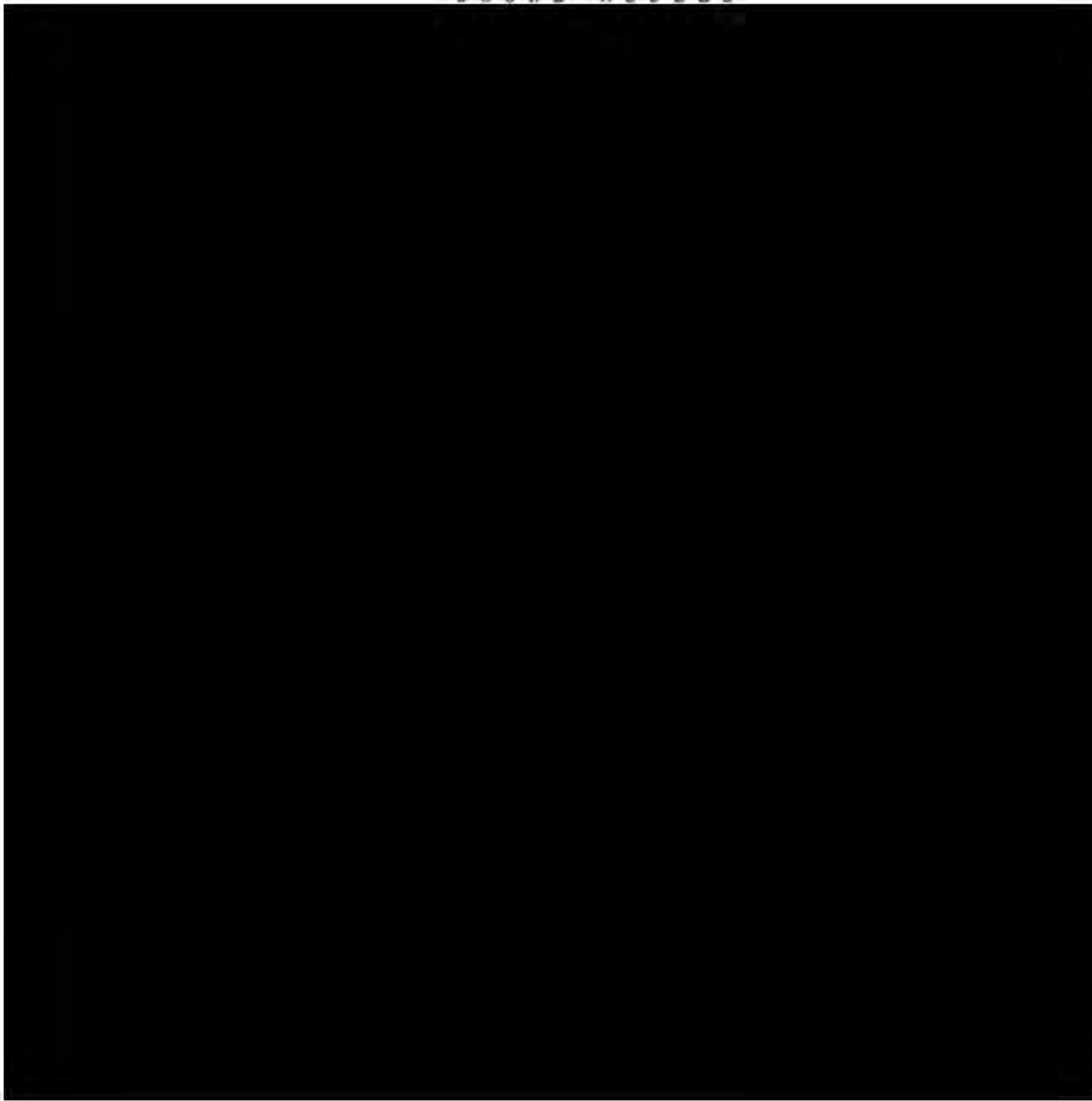
BORROWER			CO-BORROWER		
BORROWER	DANCY, ED	IV	CO-BORROWER		
SOC SEC #	[REDACTED]	AGE	SOC SEC #		AGE
STREET	840 NASSU		YEARS AT ADDR.		
CITY, STATE, ZIP	BIRMINGHAM, AL 35211		MARITAL STATUS		# OF DEP.

EMPLOYMENT INFORMATION

EMPLOYER		EMPLOYER	
POSITION		POSITION	
SINCE	INCOME	SINCE	INCOME
VERIFIED BY	-	VERIFIED BY	-

DATE	W	H	O	A	CREDITOR	REPORTED DATE	DATE OPENED	D/LA	HIGH CREDIT	BALANCE TERMS	PAST DUE AMOUNT	HISTORICAL STATUS			PRESENT STATUS
												MOS REV	30-59	60-89	

SCORE MODELS



CIS Information Services
 Panther Valley Village Square
 P.O. Box 5000
 Allamuchy, NJ 07820



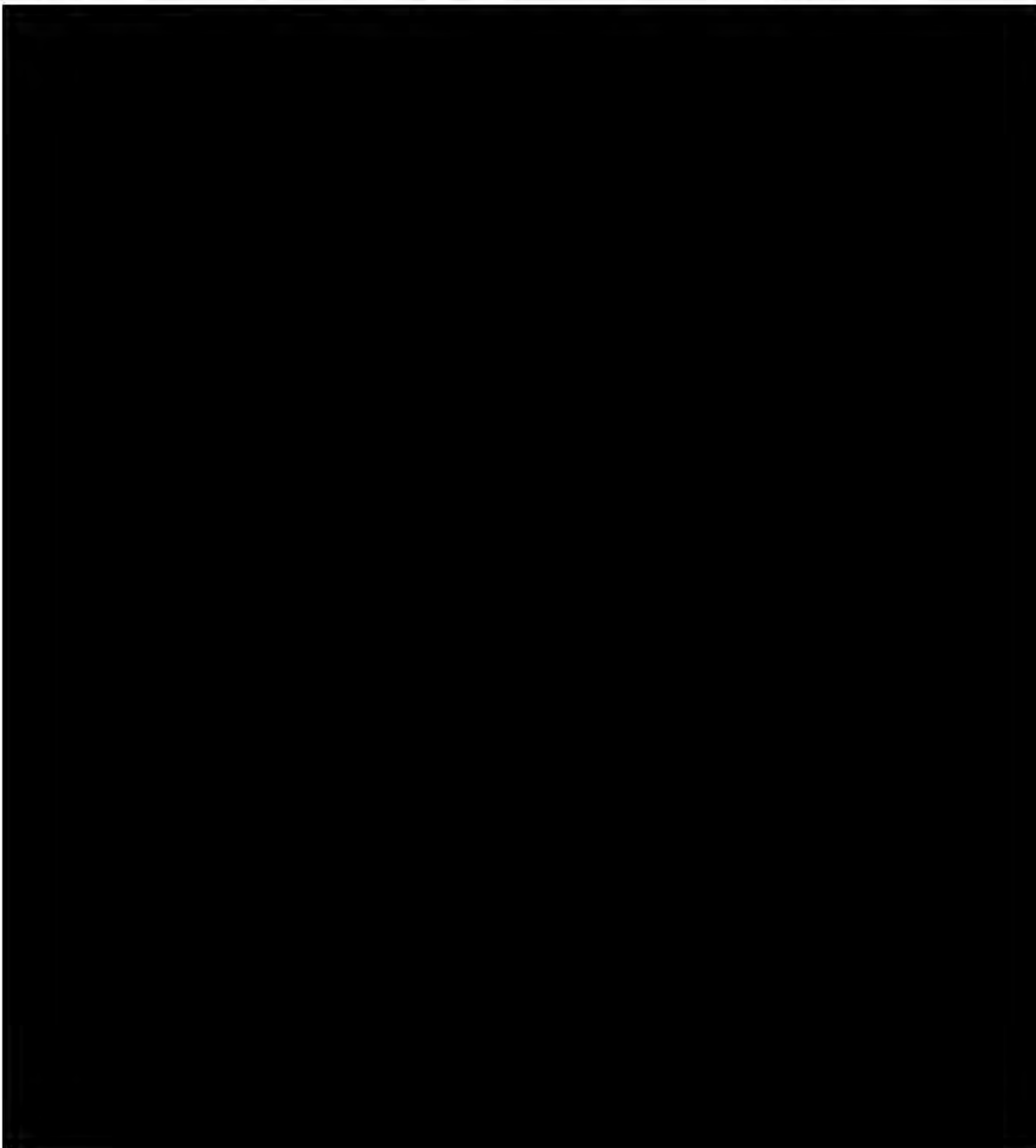
Tel 800-275-7722
 Fax 800-275-8049

CREDIT REPORT

FILE #	6787403	REISSUE #	REPORT DATE	1/28/2013	RQD	MARC HOCH
PREPARED FOR	WOODBRIIDGE STRUCTURED FUNDING		DATE ORDERED	1/28/2013		
	14275 VENTURA BLVD. SUITE 100		REPOSITORIES	XP/TU		
	SHERMAN OAKS, CA 91423		LOAN #		PRICE	\$8.30

BORROWER			CO-BORROWER		
BORROWER	DANCY, ED IV	AGE	CO-BORROWER		AGE
SOC SEC #	[REDACTED]		SOC SEC #		
STREET	840 NASSU		YEARS AT ADDR.		
CITY, STATE, ZIP	BIRMINGHAM, AL 35211		MARITAL STATUS		# OF DEP.

C O A	W H O S E	CREDITOR	REPORTED DATE	DATE OPENED OLA	HIGH CREDIT	BALANCE TERMS	PAST DUE AMOUNT	HISTORICAL STATUS			PRESENT STATUS SOURCE
								MOS REV	30-55	60-90	



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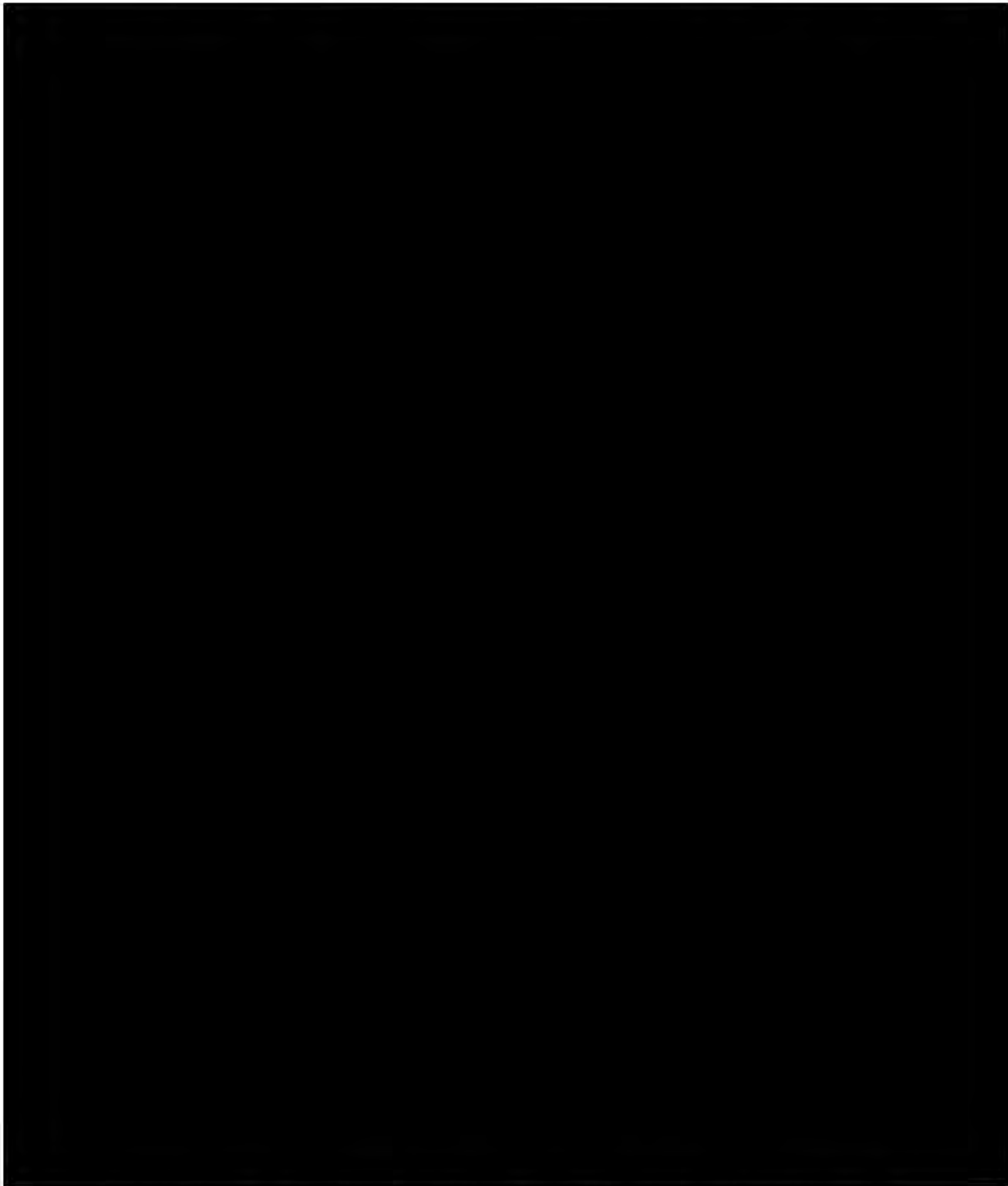
Tel 800-275-7722
 Fax 800-275-8049

CREDIT REPORT

FILE #	6787403	REISSUE #	REPORT DATE	1/28/2013	ROD' MARC HOCH
PREPARED FOR	WOODBRIIDGE STRUCTURED FUNDING		DATE ORDERED	1/28/2013	
	14225 VENTURA BLVD. SUITE 100		REPOSITORIES	XP/TD	
	SHERMAN OAKS, CA 91423		LOAN #		PRICE \$8.90

BORROWER			CO-BORROWER		
BORROWER	DANCY, ED IV	AGE	CO-BORROWER		AGE
SOC SEC #	[REDACTED]		SOC SEC #		
STREET	840 NASSAU		YEARS AT ADDR		
CITY, STATE, ZIP	BIRMINGHAM, AL 35211		MARITAL STATUS		# OF DEP.

E C O A	W H O S E	CREDITOR	REPORTED DATE	DATE OPENED DJA	HIGH CREDIT	BALANCE TERMS	PAST DUE AMOUNT	HISTORICAL STATUS				PRESENT STATUS SOURCE
								MOS REV	30-59	60-89	NO.	



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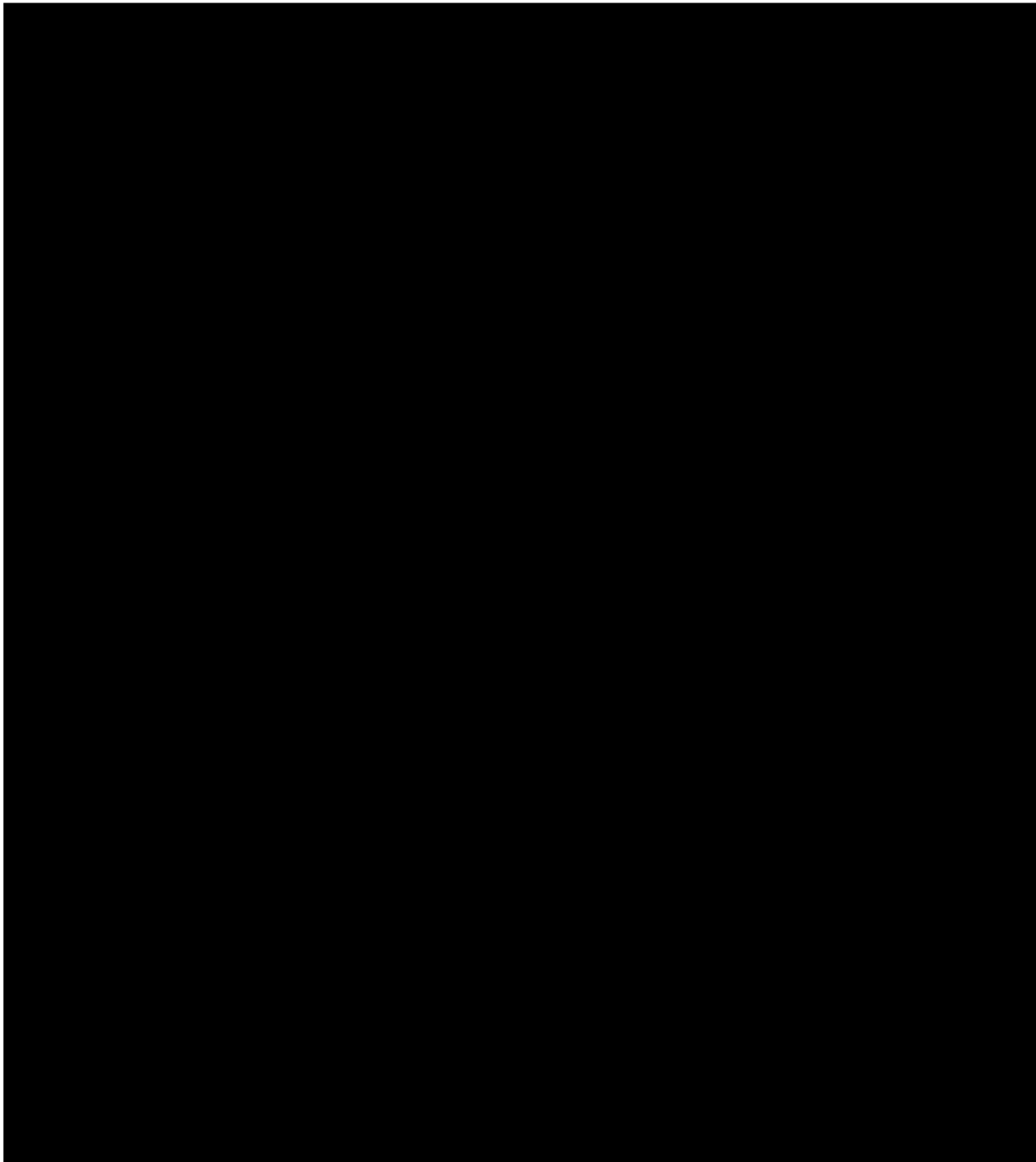
Tel 800-275-7722
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CREDIT REPORT

FILE #	6787403	REISSUE #	REPORT DATE	1/28/2013	ROD' MARC HOCH
PREPARED FOR	WOODBRIDGE STRUCTURED FUNDING		DATE ORDERED	1/28/2013	
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	SHERMAN OAKS, CA 91423		LOAN #		PRICE \$8.90

BORROWER			CO-BORROWER		
BORROWER	DANCY, ED	IV	CO-BORROWER		
SOC SEC #	[REDACTED]	AGE	SOC SEC #		AGE
STREET	840 NASSU		YEARS AT ADDR		
CITY, STATE, ZIP	BIRMINGHAM, AL 35211		MARITAL STATUS		# OF DEP.

E C O A	W H O S E	CREDITOR	REPORTED DATE	DATE OPENED DLA	HIGH CREDIT	BALANCE TERMS	PAST DUE AMOUNT	HISTORICAL STATUS			PRESENT STATUS SOURCE
								MOS REV	30-59	60-89	



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CREDIT REPORT

FILE # 6787403 REISSUE # REPORT DATE 1/28/2013 RQB: MARC HOCH
 PREPARED FOR WOODBRIDGE STRUCTURED FUNDING DATE ORDERED 1/28/2013
 14225 VENTURA BLVD. SUITE 100 REPOSITORIES XP/TU
 SHERMAN OAKS, CA 91423 LOAN # PRICE \$8.30

BORROWER				CO-BORROWER			
BORROWER	DANCY, BD	IV		CO-BORROWER			
SOC SEC #	[REDACTED]		AGE	SOC SEC #			AGE
STREET	840 NASSAU			YEARS AT ADDR.			
CITY, STATE, ZIP	BIRMINGHAM, AL 35211			MARITAL STATUS			# OF DEP.

E C O A	W H O S E	CREDITOR	REPORTED DATE	DATE OPENED OLA	HIGH CREDIT	BALANCE TERMS	PAST DUE AMOUNT	HISTORICAL STATUS			PRESENT STATUS SOURCE	
								MOS REV	30-45	60-90		90+

This is a report containing information supplied by the repositories listed above. The merge process is automated and the report may include some duplications and/or omissions. Inquiries regarding any disputed items should be directed to the creditor reporting the item, or to the appropriate repository service center(s) listed below.

EXPERIAN PO BOX 2002 ALLEN, TX 75013 888-397-3742 www.experian.com/reportaccess	TRANSUNION PO BOX 1000 CHESTER, PA 19022 800-888-4213 transunion.com/myoptions	EQUIFAX PO BOX 740256 ATLANTA, GA 30374 800-685-1111 www.equifax.com/fcra
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MISCELLANEOUS INFORMATION

Instant View Password: [REDACTED]

To verify the authenticity of this credit report, please visit <https://cis.meridianlink.com> and click on the Instant View link. Enter report number 6787403 and password [REDACTED] to view the report. For any inquiries regarding this report or services provided by CIS INFORMATION SERVICES please contact us at 800-275-7722.

*** END OF REPORT 1/28/2013 7:05:51 AM ***

My Accurint People Business Assets Licenses Phones Courts

Person Deep Skip National UCC Filings Bankruptcies, Liens & Judgments Add/Remove Tabs

Company Name FEIN

SSN Last Name First Name Middle Name

Street Address City State Zip

Original Filing Number Filing Date Range (mm/dd/yyyy) Filing Jurisdiction

Include similar sounding names Strict Search

Reference Code:

Search Clear Form

Coverage | Help?

Important: The Public Records and commercially available data sources used in this system have errors. Data is sometimes entered poorly, processed incorrectly and is generally not free from defect. Read More

Recent Searches MyAccount

- Ucc search
- Ucc search
- Bankruptci..
- Person sea..
- Ucc search
- Ucc search
- Bankruptci..
- Person sea..

All Recent Searches »

Use of Recent Searches is subject to your Permissible Use selections.

Security News

New Security Center! - CLICK HERE

Security Tip #10

Your account may be setup with IP roaming. If you are not accessing from an approved IP address, the data you receive is masked. If you need access from this location, please contact your System Administrator.

Show All Security Tips

UCC Search Results

Search Terms Used - Last Name: DANCY; First Name: ED; SSN: [REDACTED];

Print Results

No records found.

Your DPPA Permissible Use: Use in the Normal Course of Business
Your GLBA Permissible Use: Required Institutional Risk Control



Bankruptcy Party Search

Mon Jan 28 08:05:33 2013

No Records Found

User: ws3038 P

[Filter Results](#)

[Download](#)

[New Search](#)

Client:

Search: Bankruptcy Party Search [REDACTED] All Courts Page: 1

No records found

PACER Service Center	Receipt 01/28/2013 08:05:34 55083822
User ws3038 P	
Client	
Description Bankruptcy Party Search	
[REDACTED] All Courts Page: 1	
Pages 1 (\$0.10)	

For information or comments, please contact: [PACER Service Center](#)

Tab 15

Payee's Original Application

INFORMATION FOR SALE OF STRUCTURED SETTLEMENT PAYMENTS
Please PRINT and use INK ONLY

PERSONAL DETAILS

First Name: Ed Dancy Jr Last Name: Dancy
Street Address: 1304 MEADOW LAKE
City: Birmingham State: AL County: USA Zip Code: 35220
Home Telephone: () N/A Cell Number: [REDACTED]
Work Telephone: () N/A Fax Number: () N/A
E-mail address: N/A
Driver's License No.: [REDACTED]
Birth Date: [REDACTED] Social Security No.: [REDACTED]
Please list all prior addresses for the past 5 years:

CEll Liderius BRE
Emergency Contact: [REDACTED] Phone: [REDACTED]
Relationship: Cousin
Beneficiary Name and Address: Peusan AVE SW APT 7 Birmingham 35211

SPOUSAL & DEPENDANT INFORMATION

I am Never Married Married Divorced Widowed since _____

If you've ever been married, Maiden Name: _____

If you've ever been divorced, Date of Divorce(s): (1) _____ (2) _____

Do you have child support or alimony obligations? Yes No

If yes, list amounts, number of times and to whom you must pay: _____

Dependant information:

(1) Name: [REDACTED] Age: [REDACTED] Address: 840 Ussau Ave SW
(2) Name: _____ Age: _____ Address: _____
(3) Name: _____ Age: _____ Address: _____

Current Spouse's Information:

First Name: _____ Middle Initial: _____ Last Name: _____

Address (if different from applicant) _____

Home Phone (if different from applicant) () _____ - _____ Cell phone () _____ - _____

Social Security No. _____ Date of Birth _____

PURPOSE OF SALE

Why are you selling your annuity payments in exchange for a lump sum payment?

Note: It is extremely important to be very clear and specific as to the reasons for your sale, since this will be important to the judge approving the transaction.

For School And To Fix on House I Just Got Two months Ago And to Invest In more Homes For rent

SETTLEMENT INFORMATION:

(1) Please describe what happened : My Dads Death

(2) Date and State of Settlement: _____

(3) Please describe your injuries : _____

(4) Did you suffer any head injury? Yes No

• If yes, explain: _____

(5) Does your injury or disability prevent you from working? Yes No

• If yes, explain: _____

(6) Did this settlement result from a worker's compensation claim? Yes No

Employment and Income:

Current Occupation: N/A Current Salary: N/A

Current Employer: N/A Work Telephone: () N/A

Please list all sources of income (e.g. wages, social assistance, other annuities, etc.): _____

Expenses:

Expense	Amount
Mortgage/Rent	\$ <u>N/A</u>
Property Taxes	\$ <u>0</u>
House Insurance	\$ <u>80m</u>
Electricity	\$ <u>120</u>
Gas	\$ <u>N/A</u>
Water	\$ <u>N/A</u>
Garbage/Sewer	\$ <u>N/A</u>
Telephone	\$ <u>N/A</u>
Cell Phone	\$ <u>50</u>
Cable	\$ <u>60m</u>
Groceries	\$ <u>100</u>
Entertainment	\$ <u>N/A</u>
Credit Cards	\$ <u>N/A</u>
Auto Loan	\$ <u>N/A</u>
Gas (for auto)	\$ <u>N/A</u> ^{200m}
Auto Insurance	\$ <u>125m</u>
Child Support/alimony	\$ <u>N/A</u>
Child Care	\$ <u>400</u>
Clothing	\$ <u>300</u>
Medical	\$ <u>100</u>
Other	\$ <u>N/A</u>
	\$
Totals	\$

Have you ever filed bankruptcy?

Yes

No

- If yes, When: _____ State: _____
- Please specify the type of bankruptcy that you have filed: _____

Have you ever sold or borrowed against your annuity payments? Yes No
(If you answered YES to the above question please provide the following information.)

- Which payments were sold? _____
- When were the payments sold? _____
- Who did you sell these payments to? _____

How did you find out about us?

- Internet (if so, which website or search engine did you use): _____
- Broker or Lawyer (Name and / or company): _____
- TV (if so, which channel or show): _____
- Other (Please be specific): _____

I understand and agree that: (a) all of the statements and answers on this application are true, complete and correctly stated; (b) my statements and answers are made as an inducement to the buyer to close and fund the proposed purchase of my right to receive future payments in my structured benefits, subject to the terms and conditions of any applicable Purchase and Sale Agreement entered into between me and the buyer and in so doing the buyer will rely in the truthfulness of my statements and answers; (c) even though I have provided these answers, the buyer is not required to close and fund the purchase of my structured benefits.

I declare the above information to be true and correct, and authorize the buyer of the above identified structured settlement/annuity, their successors, affiliates and assigns to obtain and verify a consumer credit report.

Please Sign: Erol Wang

Date: 9-15-2012

Tab 16

Acknowledgment Request to Genworth



March 5, 2013

Via Facsimile

Mr. Allen Campbell, Compliance Coordinator
Genworth Life and Annuity Insurance Company
3100 Albert Lankford Drive, Mail stop CSC-1-130
Lynchburg, VA 24501

Re: Annuity Contract Number: 1758142
Annuitant: Ed Dancy, IV

Dear Mr. Campbell:

Enclosed please find a copy of an Alabama Order approving the sale and transfer of certain payments payable pursuant to the above-referenced annuity.

Ash Square Funding LLC hereby advises you that it has assigned the payments listed below to the Paul Labiner Revocable Trust dated 1/15/13 or its successors or assigns.

Please change your records to reflect that the Paul Labiner Revocable Trust dated 1/15/13 is now the payee of the following payments:

- Life contingent monthly payments of \$2,357.25 commencing April 7, 2024 through and including December 7, 2043.

THE PAYMENTS SHOULD BE PAID SOLELY TO:

Paul Labiner Revocable Trust dated 1/15/13
5499 North Federal Hwy
Boca Raton, FL 33487

Also, please change the designated beneficiary on the annuity for the assigned payments specified in this letter to the Paul Labiner Revocable Trust dated 1/15/13 and revoke the existing beneficiary designation. These changes of payee and beneficiary, respectively, cannot be changed without first obtaining the written consent of the Paul Labiner Revocable Trust dated 1/15/13.

We ask that Genworth Life and Annuity Insurance Company acknowledge the transfer in writing, thereby agreeing to the transaction and to the change of its records as requested. Please return the executed letter to Ash Square Funding LLC at 14225 Ventura Blvd, Ste 100, Sherman Oaks, CA 91423 and fax a copy to Ash Square Funding LLC, Attn: Robert Shapiro at 866-452-4499.

Sincerely,

Robert Shapiro, President,

Tab 17

Acknowledgment from Genworth



Genworth Life and Annuity Insurance Company
Genworth Life Insurance Company
Genworth Life Insurance Company of New York
P.O. Box 6158
Lynchburg VA 24505 - 6158
888 322.4629 Toll Free
434 948.5440 Fax

February 5, 2013

The Paul Labiner Revocable Trust dtd 1/15/2013
re: Ed Dancy
5499 N Federal Hwy
Boca Raton FL 33487

RE: Annuity Contract #: 1758142

Dear Sir or Madam

We have complied with the Order dated February 20, 2013. The following payments will be forwarded to The Paul Labiner Revocable Trust dtd 1/15/2013, the assignee, as stated in the Order.

Life contingent monthly benefit of \$2357.25 payable April 7, 2024 through December 7, 2043. The Paul Labiner Revocable Trust dtd 1/15/2013 will remit any difference to Ed Dancy.

If you have questions, please call us at 888 322.4629, Monday – Thursday 8:30 a.m. to 8:00 p.m. and Friday 9:00 a.m. to 8:00 p.m. Eastern Time.

Sincerely,

Annuity Benefit Services