

Part 1
Information and Signatures

This Agreement is a standing agreement for Buyers to purchase certain Annuities offered for sale by Genex from time to time.

This Agreement includes Part 1 – Information and Signatures, Part 2 – General Terms and any recitals and schedules, which together constitute the entire agreement between the parties concerning their subject matter.

In this Agreement, **you, your** and **Buyer** mean the person(s) signing Part 1 as buyer (and, where there are two joint-buyers, means both of them, jointly and severally) and **we, our, us** and **Genex** mean Genex Capital Corporation, a Delaware corporation.

Certain terms used in this Agreement have the meanings given to them in, Part 2 – General Terms.

Date

(mm/dd/yy)

Buyer**Information**

(if applicable)

Buyer's full legal name (name of individual, partnership, trust or corporation)

Joint Buyer

(if applicable)

(If Buyer consists of two individual joint Buyers, include the 2nd joint Buyer's information here. Both joint Buyers must sign and initial this Agreement where indicated).

Full legal name

IRA Buyer

(if applicable)

Provident Trust Group FBO IRA**Representative
Details**

Name of representative responsible for account

Signatures

By signing below, you acknowledge and agree as follows:

- This Agreement is a binding agreement.
- This Agreement replaces any prior Receivable Purchase Agreement entered into between you and us prior to the date hereof.
- You have read and understood this Agreement, including Part 1 (Information and Signatures), Part 2 (General Terms) and any recitals and schedules.
- You have read and understood the attached Buyer's Guide and agree to comply with the Buyer's Guide, as it may be amended from time to time.
- Servicing Arrangements may be arranged and put in place by Genex in respect of Receivables that you purchase, in which case payments will be made to you via a servicing company, as described in section 1.5 of Part 2 (General Terms).

Signatures
(continued)

- You understand that there are risks associated with an investment in Receivables, including the risk of default on the part of the Issuer or Owner and that in the event of default, you may be unable to recover your investment. We undertake no obligation or liability toward you for any failure of the Issuer, Servicing Company or any other Person to make any payment in respect of any Annuity or Receivable or to perform any other obligations under the Annuity or Receivable. You waive your rights to claim against us in these circumstances, as set out in section 5.1 of part 2 (General Terms).
- You understand that the Receivables may be subject to restrictions on assignment and that you may be required to hold the Receivables for the balance of their respective terms.
- We may amend this Agreement or the Buyer's Guide and will give you at least 30 days Notice of any amendment we make. If you continue to purchase Annuities or otherwise deal with us after the effective date of any amendment, you will be deemed to have accepted the amendment and will be bound thereby.

**Individuals /
Entities**

BUYER

(Print Name of Buyer)

(Print name of joint owner, if any)



X

(Signature)

X

(Signature)

By: _____
(Print name and title of authorized signatory if applicable)

IRA Buyers

BUYER

Provident Trust Group, LLC FBO: _____ IRA
(Print name of Buyer)

By: Provident Trust Group

(Print name and title of authorized signatory at Provident Trust Group)

IRA Release Authorization

(print name of buyer) IRA



By: **X**

(Signature)

Genex

GENEX CAPITAL CORPORATION

By: _____
Roger Proctor
Chief Executive Officer

PART 2 GENERAL TERMS

DEFINITIONS

Affiliate of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

Agent means such Person as may be designated by Genex from time to time to arrange for the Closing of a Receivable Transaction pursuant to this Agreement.

Annuity means a payment or set of payments paid over a fixed term by an insurance company arising from a structured settlement, lottery prize winning payment or other annuity.

Assignment means an Assignment transferring rights to the Receivable from Genex or its Agent to Buyer, substantially in the form set out as Schedule E.

Buyer has the meaning given to it in the appearances.

Buyer's Guide means the In-Force™ Fixed Term Annuity Buyer's Guide, a copy of which is attached hereto as Schedule F, as it may be amended from time to time.

Closing means the closing of a Receivable Transaction.

Closing Documents means, in respect of a Receivable Transaction, the documents set out in Schedule A.

Closing Book means a book (in physical or electronic form) of documents in respect of a Receivable Transaction prepared by Genex and containing the documents set out in Schedule A.

Closing Date means, in respect of a Receivable Transaction, the date on which the Closing occurs, including that full payment is made for the Receivable pursuant to Schedule B, Genex fulfills its obligations as set out in paragraph 2 of Schedule B and Genex declares that the Receivable Transaction is closed.

Conditions has the meaning given to it in section 2.1.

Court Order means, in respect of a Receivable Transaction, the court order permitting the assignment of the Receivable to Buyer or, if Servicing Arrangements are in place, to Genex with payments being directed to Servicing Company.

Genex has the meaning given to it in the appearances.

Genex Group means, collectively, Genex and its Affiliates and "member of the Genex Group is also deemed to include John M. Bulbrook Insurance Agency, Inc., a Massachusetts Corporation and its division, Bulbrook/Drislane Brokerage.

Interest Rate means the effective interest rate, calculated by Genex, that Buyer will pay for a specific Receivable, as set out in the Request.

Issuer means, in respect of an Annuity, the insurance company or other issuer of the Annuity who is liable to make payments thereunder.

Losses means losses, damages, liabilities, deficiencies, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

Notice means any notice that is required or permitted to be given under this Agreement.

Original Payee means the original recipient of payments under an Annuity.

Owner means, in respect of a structured settlement Annuity, the assignee of the liability to make periodic payments as damages or compensation under a suit, structured settlement agreement or other claim, which payments are funded by the issuance of the Annuity, and in respect of any other Annuity, the Original Payee.

Person includes individuals, bodies corporate, unincorporated organizations, trusts and partnerships, whether or not having separate legal personality.

Personally Identifiable Information means individually identifiable information about the Original Payee or any other individual which is provided to Buyer by or on behalf of Genex or of which Buyer becomes aware in connection with this Agreement or before the date of this Agreement, including the individual's name, address, e-mail, phone or social security number.

Projected Closing Date has the meaning given to it in paragraph 1(a) of Schedule B.

Purchase Price means the price of the Receivable as determined as at the Projected Closing Date by means of a present value calculation using the agreed Interest Rate.

Receivable means all or such part of the payments from an Annuity which Buyer has agreed purchase under this Agreement as set out in a Request.

Receivable Transaction means the purchase of a Receivable by Buyer under this Agreement.

Representatives means directors, officers, employees, representatives, subcontractors or agents.

Request means a request from Buyer to Genex to enter into a Receivable Transaction, in the form set out as Schedule D.

Servicing Arrangements has the meaning given to it in section 1.5.

Servicing Company means Security Title Agency or such other payment processor or title service company as may be designated by Genex to process payments in respect of a Receivable.

User Data means Buyer's User ID and Password assigned to log into Genex Capital web sites.

Interpretation

- (a) The headings and subheadings in this Agreement are inserted for convenience of reference only and will not affect the interpretation of this Agreement.
- (b) References in this Agreement to recitals, parts, articles, sections, exhibits or schedules are to recitals, parts, articles or sections of or exhibits or schedules to this Agreement, unless otherwise provided.
- (c) References to a party include its successors (or personal representatives, in the case of an individual) and permitted assigns.
- (d) The masculine gender includes the feminine and neuter and the singular number includes the plural and vice versa unless the context otherwise requires.
- (e) The words "include" or "including" (or any similar term) will not be construed as implying any limitation.
- (f) A reference to a statute includes any amendment, re-enactment or replacement of that statute, all regulations in force under that statute and any successor to the statute from time to time

1. PURCHASE OF RECEIVABLES AND CLOSING

- 1.1 Designation of Receivables. Buyer may, from time to time during the term of this Agreement, send to Genex a Request to enter into a Receivable Transaction for the purchase of a Receivable. Genex may, but shall not be obliged to, agree to any such Request. Once accepted by Genex, each Request will be a binding agreement on the part of Buyer to purchase the Receivable designated therein at the Closing in accordance with the terms of this Agreement.
- 1.2 Closing. Each Closing of a Receivable Transaction from time to time shall be completed in accordance with Schedule B.
- 1.3 Price and Payment. The Purchase Price for each Receivable shall be paid in accordance with Schedule B.
- 1.4 Designation by Genex of an Agent. Genex may designate any Agent to arrange for the Closing of the Receivable Transaction, whose functions may include arranging for the Court Order to be obtained, purchasing the Receivable from the Original Payee and assigning the Receivable to Buyer. In such an event, Genex will be responsible for the Agent's compliance with Agent's obligations under this Agreement.
- 1.5 Servicing Arrangements. Genex may from time to time, in its sole and absolute discretion, make arrangements with a Servicing Company whereby it designates the Servicing Company in the Court Order to receive payments in respect of Receivables on its behalf and the Servicing Company agrees to deliver the payments to such

Persons as Genex may direct ("**Servicing Arrangements**"). Where Servicing Arrangements are in effect in respect of the Receivable being purchased by Buyer, the Court Order will designate Genex as assignee of the Receivable and direct payments to be made to the Servicing Company. Genex will deliver a letter of instruction to the Servicing Company directing the Servicing Company to send the relevant payments to Buyer.

- 1.6 Life Insurance. In circumstances where life contingent payments are being offered, and unless otherwise indicated, there shall be in place a prepaid life insurance policy that will pay to Buyer the future value of the annuity payments discounted at not more than 5.5% per year, less whatever if any elimination period, upon the death of the original annuitant provided the original annuitant dies before the end of the annuity term.
- 1.7 Buyer's Assistance. Buyer shall assist with the Closing of each Receivable Transaction including by signing a stipulation related to the transfer order.
- 1.8 Receipt of Payments. In the event Genex receives any payments from any Receivable purchased by Buyer hereunder, Genex shall forward such payments to Buyer (a) at the Closing, if such payments were received prior thereto, or (b) within ten business days of such receipt, if such payments are received after the Closing.
- 1.9 Scope of Agreement. Unless otherwise expressly agreed by the parties, this Agreement will apply to all purchases by Buyer of Annuities from Genex entered into on or after the date hereof.

2. CONDITIONS

- 2.1. List of Conditions. The obligations of each party under the Agreement to consummate each Receivable Transaction are subject to the satisfaction or such party's waiver, at or prior to the Closing, of the following conditions (the "Conditions"):
 - (a) All representations and warranties of the other party contained in the Agreement shall be true and correct when made and as of the Closing Date;
 - (b) The other party shall have performed and complied in all material respects with all obligations required to be performed by it under this the Agreement on or prior to the Closing Date;
 - (c) There shall be no order issued by a court or governmental authority and no proceeding shall have been instituted or threatened by any Person which would prevent the Closing or otherwise materially impair or delay the consummation of any of the transactions contemplated by the Agreement; and
 - (d) No statute, rule or regulation will have been enacted that would prevent the Closing or otherwise materially impair or delay the consummation of any of the transactions contemplated by the Agreement.
- 2.2. Waiver of Conditions. The Conditions may at any time be waived in writing, in whole or in part, by the party for whose benefit they are stated.

- 2.3. Parties' Commitment. In respect of each Closing, each party will use reasonable efforts to take such actions as are necessary to expeditiously satisfy the Conditions.

3. ASSIGNMENT

- 3.1. Assignment of Rights. In respect of each Receivable Transaction, Genex will, or will cause its Agent to, sell, assign, transfer and convey to the Buyer (a) the right to receive the funds due pursuant to the respective Receivable, (b) all of Genex's or its Agent's right, and interest in and to the respective Receivable (c) all rights, claims and causes of action which Genex or its Agent has or may have, now and in the future with respect to same.
- 3.2. Timing of Assignment. The assignment set out in section 3.1 shall be effective as at the Closing Date.
- 3.3. Assignment Agreement. At each Closing, Genex or its Agent shall execute an Assignment transferring rights to the Receivable from Genex or such Agent to Buyer.
- 3.4. Buyer's Assignment rights. Buyer shall not have the right to further assign or sell the Receivable and must keep the Receivable for the balance of its term unless otherwise expressly approved by Genex.

4. REPRESENTATIONS AND WARRANTIES

- 4.1. Genex's Representations and Warranties. Genex represents and warrants that:

- (a) Genex is a corporation validly existing and in good standing under the laws of the State of Delaware;
- (b) Genex (or its Agent, as the case may be) has the right, power and authority to (i) enter into the Agreement and (ii) enter into the Assignment and any other Closing Documents signed by it and (iii) to transfer the respective Receivable to Buyer;
- (c) The entering into and performing by Genex (or its Agent, as the case may be) of this Agreement, each Assignment and any other Closing Documents have been or will be authorized by all other necessary corporate action; and
- (d) This Agreement, the Assignment and any other Closing Documents constitute (or will, when executed, constitute) legal, valid and binding obligations of the Genex (or its Agent, as the case may be), enforceable in accordance with their terms, subject to laws relating to bankruptcy and insolvency and similar laws.

- 4.2. Buyer's Representations and Warranties. Buyer represents and warrants that:

- (a) If Buyer is a corporation or other legal person, Buyer is validly existing and in good standing in the jurisdiction set out in Part 1 (Information and Signatures);
- (b) Buyer has the power and authority to enter into the Agreement and any other Closing Documents signed by it and to buy the Receivable from the Genex;
- (c) The entering into and performing by Buyer of this Agreement, each Assignment and any other Closing Documents have been or will be authorized by all other necessary corporate action;
- (d) This Agreement and the other Closing Documents signed by Buyer constitute (or will, when executed, constitute) legal, valid and binding obligations of the Buyer enforceable in accordance with their terms;
- (e) Buyer understands that there are risks associated with an investment in Receivables, including the risk of default on the part of the Issuer or Owner and that in the event of default, Buyer may be unable to recover its investment;
- (f) Buyer understands that the Receivables may be subject to restrictions on assignment and that Buyer may be required to hold the Receivables for the balance of their respective terms;
- (g) Buyer has not relied on any representations or statements made by Genex, any Agent or Genex's Representatives or attorneys acting for Genex in entering the Agreement.;
- (h) Buyer has been advised by Genex to consult with an attorney or tax advisor regarding the legal and tax consequences of the Agreement including income tax consequences. Buyer has either consulted or had the opportunity to consult with an attorney or tax advisor and has not relied on any advice or opinion of the Genex, its agents, or employees regarding any legal or tax consequences to Buyer of the Agreement including income tax consequences. If Buyer has not sought the advice of an attorney or tax advisor, Buyer acknowledges that it has entered the Agreement after careful consideration; and
- (i) The information set out in Part 1 (Information and Signatures), and in any and all other forms or certificates delivered by Buyer to Genex or its Representatives in connection with this Agreement, is true and correct.

5. OTHER RIGHTS AND OBLIGATIONS OF THE PARTIES

- 5.1. No Liability for Annuity Payments. Genex undertakes no obligation or liability towards Buyer for any failure of the Issuer, Servicing Company or any other Person to make any payment in respect of any Annuity or Receivable or to perform any other obligations under the Annuity or Receivable. Buyer waives any right it may have to make any claim (for damages or otherwise) against Genex, any other member of the Genex Group and any of their Representatives (the "Released Parties") arising out of or in connection with any such failure and releases the Released Parties from all such claims, except to the extent resulting from the willful default or gross negligence of any of the Released Parties.
- 5.2. Collection of Receivables. Genex will cooperate with Buyer and will provide Buyer with such reasonable assistance as may be requested by Buyer from time to time in order to allow Buyer to collect payments under any Receivable. Buyer will indemnify Genex for all Losses which Genex may incur as a result of or in connection with anything done by Genex in pursuance of this section 5.2. In no event will Genex be required to institute any legal proceeding under this section 5.2. unless Genex is entitled to select and employ its own legal advisors and Buyer has indemnified and secured Genex to Genex's satisfaction against all Losses that may be incurred by Genex in connection with such claim. Genex may, in its sole discretion, require Buyer to take conduct of any proceedings arising under such claim on behalf of Genex, subject in all cases to Genex being indemnified by Buyer against all Losses that may be incurred in connection with such claim and being kept informed and consulted in regard to the progress of the claim.
- 5.3. Communications with Competitors. Buyer may, from time to time, receive marketing materials, offers or other communications from competitors of Genex who obtain Buyer's contact details from public records available as a result of the publication of a court order or other information in respect of a Receivable Transaction or otherwise. Buyer hereby irrevocably appoints Genex its attorney and authorizes Genex to contact any such competitors on Buyer's behalf in order to demand the cessation of all such communications and to take all such legal or other action as may be deemed reasonably necessary by Genex to stop such communications and seek other relief, including damages. Buyer will cooperate with Genex in connection with the enforcement by Genex of its rights under this section, including by providing Genex, upon request, with copies of all such offers or other communications from competitors.
- 5.4. Non-Solicitation of Annuity Buyers. Buyer will not, without the prior consent of Genex, during the term of this Agreement and for a period of one year thereafter, either on Buyer's own account or in conjunction with or on behalf of another Person, canvass, solicit or approach or cause to be canvassed, solicited or approached any Person

who was at any time a seller or prospective seller of an Annuity to Genex or any of its Affiliates for the purpose of purchasing all or any part of any Annuity or entering into any agreement with respect to any Annuity.

- 5.5. Duration of Obligations. The obligations of the parties under this section 5 will remain in force for an indefinite period of time following the expiry or termination of this Agreement for any reason.

6. TERM AND TERMINATION

- 6.1. Term. The term of this Agreement will be for an indefinite period, commencing on the date hereof and continuing in effect until terminated in accordance with this section 6.
- 6.2. Termination on Notice. Each party will have the right, at its sole discretion, to elect to terminate this Agreement on 30 days prior Notice to the other party. Notwithstanding any termination of this Agreement pursuant to this section, the parties will be obliged to continue to perform all of their obligations under this Agreement insofar as they relate to any Receivable Transaction for which a Request was accepted by Genex before termination but which has not closed at the date of termination.
- 6.3. Default by Genex. Genex shall be deemed to be in default hereunder upon the occurrence of any one or more of the following events:
- (a) any of Genex's warranties or representations set forth herein shall be untrue in any material respect when made or at Closing; or
 - (b) Genex shall fail in any material respect to meet, comply with, or perform any agreement or obligation in the manner required in the Agreement and such failure (if it is capable of being cured) continues without cure for a period of fifteen (15) days after receipt by Genex of a Notice of such failure from the Buyer.
- 6.4. Remedies of Buyer. In the event Genex shall be deemed to be in default hereunder as provided in section 6.3, Buyer's sole and exclusive remedy will be to terminate its obligations under this Agreement as it pertains only to the respective Receivable Transaction to which the alleged default relates. In such case Buyer shall be entitled only to the return of such monies paid for the respective Receivable Transaction. For greater clarity, Buyer will be obligated to continue to perform its obligations in respect of any other Receivable Transaction for which a Request has been accepted by Genex but which has not yet closed.
- 6.5. Default by Buyer. Buyer shall be deemed to be in default hereunder upon the occurrence of any one or more of the following events:
- (a) any of Buyer's warranties or representations set forth herein shall be

untrue in any material respect when made at Closing; or

- (b) Buyer shall fail in any material respect to meet, comply with, or perform any agreement or obligation within the time limits and in the manner required in the Agreement including all Schedules and such failure (if it is capable of being cured) continues without cure for a period of fifteen (15) days after receipt by Genex of a Notice of such failure from the Buyer.

6.6. Remedies of Genex. In the event Buyer shall be deemed to be in default hereunder as provided in section 6.5, Genex shall be entitled to (at its election, and without limitation to any other rights or remedies available to Genex under law):

- (a) terminate the Agreement in respect of the Receivable Transaction in question by Notice delivered to the Buyer on or before Closing. In such case Genex shall be entitled to keep any funds deposited by Buyer by way of liquidated damages and not as a penalty; and/or
- (b) enforce specific performance of Buyer's obligations under this Agreement; and/or
- (c) terminate the Agreement generally; and/or
- (d) bring an action in law or equity to recover damages for the default, including Genex's reasonable costs and attorney's fees. Genex shall have the right, but not the obligation, to mitigate its damages.

6.7. Effect of Termination. If this Agreement terminates generally, then the provisions of this Agreement will cease to have effect except that:

- (a) section 5 (Other Rights and Obligations of the Parties), section 6 (Term and Termination), section 7 (Protection of Information) and section 8 (Miscellaneous) will continue in effect after termination, and
- (b) termination will not affect any rights or obligations of the parties which arose before termination.

7. PROTECTION OF INFORMATION

7.1. Protection of Personally Identifiable Information. Buyer will protect and maintain the confidentiality of all Personally Identifiable Information and User Data. Buyer will not use or disclose any Personally Identifiable Information or User Data except with the consent of Genex or as expressly permitted by applicable laws.

7.2. Notice of Breach. As soon as Buyer becomes aware of any use or disclosure of Personally

Identifiable Information or User Data that is contrary to this Agreement, it will notify Genex.

7.3. Responsibility for Breach by Agents. Buyer will be responsible for any breach of this Agreement or any improper use or disclosure of Personally Identifiable Information or User Data by its Representatives or by any other Person to whom the Personally Identifiable Information or User Data was provided by Buyer or its Representatives.

7.4. Duration of Obligations. The obligations of Buyer under this section 7 will remain in force for an indefinite period of time following the expiry or termination of this Agreement for any reason.

8. MISCELLANEOUS

8.1. Joint and Several Liability. Where Buyer consists two or more Persons, the obligations of such Persons under this Agreement are joint and several.

8.2. Notices.

- (a) Any Notice will be given in writing and may be personally delivered or sent by courier to the party's mailing address appearing below or sent by e-mail using a registered e-mail service which provides reliable proof of delivery to the attention of the party's representatives and to the e-mail addresses appearing below.

Buyer: The most current address set out in Schedule D (Information and Signatures).

Genex:
Genex Capital Corporation
73 Green Tree Drive, #99
Dover, Delaware 19904
Attention: Roger Proctor
E-mail: roger@genexcapital.com

- (b) Each party may change its address for service under this Agreement by giving a Notice to the other party.

- (c) Any Notice given in accordance with this section will be deemed to have been duly given as follows:

- (i) if sent by email, at the time shown on the proof of delivery, or
- (ii) in the case of courier or personal delivery, when delivered; provided that in each case where delivery occurs after 5 p.m., service will be deemed to occur at 9 a.m. on the next following Business Day.

8.3. Entire Agreement. This Agreement including the attached Schedules sets forth the entire agreement of Genex and Buyer with respect to the transactions contemplated hereby and supersedes all prior written or oral

- understandings, marketing materials, and/or agreements relating to the subject matter of this Agreement.
- 8.4. Prior Receivable Purchase Agreement. Without limiting section 8.3, this Agreement replaces any prior Receivable Purchase Agreement entered into between Buyer and Genex prior to the date hereof (a "Prior Agreement"). Any such Prior Agreement is hereby terminated, without prejudice to any of the rights or obligations of the parties which arose before such termination.
- 8.5. Amendment. This Agreement may be amended, modified, superseded or canceled only in writing signed by each party. Notwithstanding the foregoing, Genex may amend this Agreement or the Buyer's Guide by giving Genex at least 30 days' Notice of any such amendment. If Buyer continues to purchase Annuities or otherwise deal with Genex after the effective date of any amendment, Buyer will be deemed to have accepted the amendment and will be bound thereby.
- 8.6. Waiver and Consents. Any of the terms, provisions, representations, warranties, or conditions contained in this Agreement may be waived in writing signed by the party waiving compliance. A waiver will not be valid unless in writing. A waiver will not prejudice the rights of either party in respect to any subsequent breach of the Agreement. No failure to exercise and no delay in exercising any right, remedy or power under the Agreement shall operate as a waiver thereof; neither shall any single or partial exercise of any right, remedy or power under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy or power. A consent granted under this Agreement will be effective only if given in writing and signed by the consenting party and will be effective only for the purpose for which it is given.
- 8.7. Severability. Should any provision of the Agreement or any of the Closing Documents or the application thereof to any Person or circumstance be held to be to any extent unenforceable or invalid under or contrary to the laws of the United States or any other applicable local, state or federal law, statute, regulation, rule or order, then the parties agree that such provision shall be deemed to be modified for purposes of performance of the Agreement or any Closing Document in such jurisdiction to the extent necessary to render it lawful and enforceable. If such a modification is not possible without materially altering the intention of the parties, then such provision shall be severed for purpose of performance of the Agreement or any of the Closing Documents in such jurisdiction. The validity of the remaining provisions of the Agreement or any of the Closing Documents shall not be affected by any such modification or severance, except that if any severance materially alters the intentions of the parties as expressed in the Agreement or any Closing Document (a modification being permitted only if there is no material alteration), then the parties shall use reasonable efforts to
- agree to appropriate equitable amendments to the Agreement or any of the Closing Documents in light of such severance. Any such finding of unenforceability or invalidity in any given jurisdiction shall not prevent the enforcement of said provision in any other jurisdiction to the maximum extent permitted by applicable law.
- 8.8. Successors and Assigns. All of the terms, provisions, covenants and conditions of the Agreement shall inure to the benefit of and shall be binding on and enforceable by the undersigned parties and their respective successors and assigns.
- 8.9. Assignment.
- (a) Buyer may not assign all or any part of this Agreement or any of its rights hereunder (including in respect of a particular Receivable), without the prior consent of Genex.
- (b) Genex may assign all or any part of this Agreement and any of its rights hereunder without the prior consent of Buyer.
- 8.10. Fees and Expenses. Genex and Buyer shall pay their own attorney's fees, disbursements, and expenses in connection with this Agreement and all Receivable Transactions.
- 8.11. Counterparts. The Agreement may be executed in two or more counterparts and by the parties in separate counterparts, each of which when so executed and delivered shall be an original and all of which together constitute one and the same Agreement. The parties agree that a facsimile or electronically reproduced signature of either party is acceptable and shall be binding.
- 8.12. Governing Law. The Agreement shall be interpreted by, governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any conflicts of law principles.
- 8.13. Jurisdiction and Venue for Legal Actions. For purposes of determining venue in the event that a legal action is brought to enforce the provisions of this Agreement, this Agreement shall be deemed performable in New Castle County, Delaware, in all respects, and the parties specifically agree to bring any and all legal actions regarding interpretation, enforcement, and/or any other aspect of this Agreement in the state courts of New Castle County, Delaware or in the United States District Courts for the District of Delaware. The parties consent to the jurisdiction of such courts and to service of process by those courts; and, the parties waive any right to contest such actions on the grounds of improper jurisdiction or venue.
- 8.14. WAIVER OF JURY TRIAL. GENEX AND BUYER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING

OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY RELATING HERETO OR THERETO.

- 8.15. Attorney Fees. In the event a suit, including any appeals, is filed to enforce the terms of this Agreement, the prevailing party shall be entitled to its attorney fees and costs on a complete indemnity basis in addition to any award granted. In the event the Owner or Issuer are made parties to any such suit, including any appeals, and in the event that such parties are awarded their attorney fees and costs incurred in such action, the non-prevailing party shall pay any such award.
- 8.16. Time of the Essence. Time shall be of the essence in respect of the parties fulfilling their obligations under this Agreement.
- 8.17. Publicity. There shall be no public announcements, press releases or other publicity concerning this Agreement other than with the consent of Genex.
- 8.18. Independent Legal Advice. The parties acknowledge that:
- they have each read the entire Agreement carefully;
 - they have each had, or had the opportunity to obtain, independent legal advice;
 - they each understand their rights and obligations under this Agreement;
 - they are each signing this Agreement voluntarily; and
 - notwithstanding any rule or maxim of construction to the contrary, any ambiguity or uncertainty will not be construed against any party hereto by reason of the authorship of any of the provisions hereof.

Schedule A

Closing Documents to be contained in a Closing Book*

- Receivable Purchase Agreement (standing agreement that applies to all Receivable Transactions).
- Disclosure Statement.
- Sale and Assignment Agreement.
- Assignment.

- Duplicate Annuity Policy or Benefits letter or Issuer Acknowledgment Letter.
- Authorization Letter.
- Change of Beneficiary's designation to Original Payee's Estate. (Notwithstanding such designation, upon death of the Original Payee, the Court Order shall provide that, notwithstanding such event, the Receivable shall always be paid to Buyer or Genex (c/o Servicing Company), as the case may be).
- Certificate of Marital Status/Spousal Consent, Divorce Decree or Property Settlement Agreement, as applicable.
- Copy of Court Order and stipulation where applicable.
- Statement of Independent Professional Advice or waiver, as applicable.
- Results of the customary searches conducted by or on behalf of Genex in accordance with its usual practices, including UCC, tax lien, judgment and bankruptcy searches dated no later than 90 days before Closing, and steps taken (if any) to resolve any outstanding liens, as applicable.
- Original Payee's identification.

**This schedule sets out the documents to be contained in a Closing Book for a structured settlement Annuity transaction. The list of documents is subject to change, at Genex's discretion, in the case of other types of Annuities.*

Schedule B

Calculation and Payment of Purchase Price and Closing

The Purchase Price for the purchase of the Receivable by Buyer shall be paid to Genex and thereafter the Receivable Transaction will be closed in accordance with the following provisions.

- Calculation and Payment of Purchase Price. The Purchase Price shall be calculated and paid as follows:
 - When Genex has accepted to enter a specific Receivable Transaction with Buyer as set out in a signed Request, the Purchase Price shall be calculated as at the projected date of Closing of the Receivable Transaction, projected to be the lesser of the actual Closing Date and 60 days after Genex accepts Buyer's Request (the "**Projected Closing Date**"). The Purchase Price shall be based on the agreed upon Interest Rate. For clarity, should the actual Closing Date exceed 60 days after Genex accepts Buyer's Request in respect of the Receivable the Purchase Price will be fixed as of the 60th day so that the Buyer shall earn interest at the agreed upon Interest Rate from the 60th day forward provided the Receivable Transaction is completed. Any purchase price or other information set out in Genex's marketing materials or on Genex's website shall be

indicative only for the specific Receivable and shall not bind Genex.

- (b) Buyer shall pay 10 percent of the Purchase Price within 5 business days of the Request being accepted by the Genex. Such payment shall be made by direct wire transfer to Genex's designated account set out in Schedule C or in such other manner as may be directed by Genex.
 - (c) The balance of the Purchase Price shall be paid by Buyer within 2 days of receipt of the Court Order. Such payment shall be made to Genex's designated account set out in Schedule C or as otherwise directed by Genex.
 - (d) Buyer shall not be entitled to interest on monies held by Genex pursuant to paragraphs 1(b) or 1(c) of this Schedule B or otherwise.
 - (e) Genex in its absolute discretion may cancel a Receivable Transaction. In the event that a Receivable Transaction is canceled Genex's only obligations to Buyer are to return to Buyer any funds on deposit with respect to that transaction.
 - (f) In the event that a Receivable Transaction does not close within 180 days following the Projected Closing Date, Buyer may either continue with the transaction or cancel it. If Buyer wishes to cancel the Receivable Transaction Buyer shall give Genex 7 days Notice of cancellation. In such case Genex shall return all monies paid by Buyer in respect of that Receivable Transaction within 10 days following receipt of such Notice.
2. Closing. Closing of the each Receivable Transaction shall occur on such date and time determined by Genex after each of the following has occurred:

- (a) Genex has obtained the Court Order;
- (b) Genex has conducted lien searches and resolved any outstanding liens that affect the Receivable being purchased;
- (c) Genex has assembled the Closing Documents set out in Schedule B;
- (d) Genex has assured and confirmed that payment is made to the Original Payee, any applicable lien holders and any applicable Owner or Issuer, as applicable; and
- (e) Genex has made the Closing Book available to the Buyer.

For greater certainty, the Closing procedure shall be conducted exclusively by Genex. Buyer acknowledges the receipt of a demo closing book containing the relevant sample transaction documents in advance of entering into this Agreement and accepts the same.

Schedule C **Genex Bank Account Wire Instructions**

Genex Capital Corporation or Genex Designee

Account Holder Name

Bank Name

Bank Address

Bank ABA Number

Bank Account Number

Contact Person at Bank

Phone Number for Contact Person at Bank

[The remainder of this page is intentionally left blank].

**Schedule D
Form of Request**



RECEIVABLE TRANSACTION REQUEST

(Version date: May 2012)

This Request is made by you pursuant to the Receivable Purchase Agreement between you and Genex Capital Corporation (as the same may be amended, restated or replaced from time to time, the "Agreement"). Capitalized terms used herein and not otherwise defined have the meaning given to them in the Agreement.

In this Request **you, your** and **Buyer** mean the Buyer under the Agreement and **we, our, us** and **Genex** mean Genex Capital Corporation, a Delaware corporation.

Date (mm/dd/yy)

Buyer Information
(if applicable)

Buyer's full legal name (name of individual, partnership, trust or corporation)

Address (Street)

City

State

Zip

U.S. Tax payer Identification Number (Social Security Number (SSN) or Employer Identification Number (EIN))

For individual buyers:

Date of Birth

Citizenship
(indicate all)

Driver's License/Passport #
(include a photocopy)

For Corporate Buyers:

Jurisdiction of establishment (include copy of articles of incorporation, partnership agreement or deed of trust, if applicable)

Principal place of business

Joint Buyer
(if applicable)

(If Buyer consists of two individual joint Buyers, include the 2nd joint Buyer's information here. Both joint Buyers must sign and initial this Agreement where indicated).

Full legal name

U.S. Tax payer Identification Number (Social Security Number (SSN))

Date of Birth

Citizenship
(indicate all)

Driver's License/Passport #
(include a photocopy)

Joint with Right of Survivorship ☐ Yes ☐ No

IRA Buyer
(if applicable)

Provident Trust Group FBO _____ IRA
Name of buyer

8800 W. Sunset, Ste 250

Las Vegas

NV

89148

Address (Street)

City

State

Zip

26-1558513

U.S. Tax payer Identification Number (Social Security Number (SSN))

Representative

Name of representative responsible for account

Address (Street)

City

State

Zip

Phone

Fax

E-mail

**Receivable to
be Purchased**

Case Name

Issuer Name

Description of Receivable Payments

Interest Rate

Purchase Price (indicative only)

Deposit amount*

*10% of the indicative Purchase Price - To be paid within 5 business days of the Request being accepted by Genex, by direct wire transfer to Genex designated account set out in Schedule C of the Agreement or in such other manner as may be directed by Genex, including direct wire transfer or checks payable to John M. Bulbrook Insurance Agency, Inc. Bank of America Escrow Account.

Are Servicing Arrangements indicated on the deal sheet? Yes ☐ No ☐

Signatures

By signing below, you acknowledge and agree as follows:

- Once accepted by Genex, this Request will be a binding agreement on your part to purchase the Receivable described above at the Closing in accordance with the terms of the Agreement.
- If Servicing Arrangements are in place in respect of Receivable, payments will be made to you via a Servicing Company, as described in section 1.5 of Part 2 (General Terms) of the Agreement.

**Individuals /
Entities**

BUYER

(Print name of Buyer)

(Print name of joint owner, if any)



X

(Signature)

X

(Signature)

By:

(Print name and title of authorized signatory if applicable)

IRA Buyers

BUYER

Provident Trust Group, LLC FBO: IRA
(Print name of Buyer)

IRA Release Authorization



By:

(Client)

SAMPLE FORM ONLY - DO NOT COMPLETE

Schedule E
Assignment of Sale and Assignment Agreement

For good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, [Genex Capital Corporation (or its Agent)] assigns, transfers and sets over to _____ all of its right and interest it may have in the payments being sold and assigned pursuant to the Structured Settlement Sale and Assignment Agreement, dated _____, entered into between Genex Capital Corporation (or its Agent)] and _____.

Dated this _____ day of _____, 20__.

GENEX CAPITAL CORPORATION

By: _____
Roger Proctor
Chief Executive Officer

Schedule F
Buyer's Guide

(Attached)