

(NAME OF COURT)

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(CASE CAPTION)

_____ an infant, by her Parent and Natural
Guardian _____; and _____,
individually,

Plaintiffs,

Docket No. _____

- against-

STRUCTURED SETTLEMENT
AFFIDAVIT

Defendants.

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UNDER THE PENALTIES FOR PERJURY, I, _____, of Creative Capital Inc. (“CCI”) acting as structured settlement consultant in the above matter hereby warrant and represent, under oath, having first been duly sworn, the following facts to be true, complete and accurate to the best of my knowledge, information and belief:

1. No rebates, service fees, administrative fees, or other financial consideration of any kind or in any amount has been paid, will be paid, or has been promised to be paid, to any party, insurer, attorney, ad litem, or any other person, firm or corporation associated with this case by me or by CCI, either directly or indirectly, by virtue of the structured settlement, or otherwise, relating to this matter;
2. The cost to the defendant(s) and/or casualty insurer(s) of the structured settlement portion of the settlement in this case is \$ _____ inclusive of any applicable qualified assignment fee;
3. (Name of Defendant or Insurer) will make the following future periodic payments to (Name of Annuitant):
(Add benefit payment schedule.)
4. The obligation of (Name of Defendant or Insurer) will be assigned to _____, the Assignee. (assignee) may fund the obligation assumed by the purchase of an annuity from (annuity issuer), an A.M. Best Company rated A+ insurer, licensed to do business in the State of _____. A guarantee letter will be issued by (guarantor) to guarantee the performance of (assignee).
5. The standard industry commission that we are receiving in this case is based on 4% of the premium of \$ _____. This commission is paid by (annuity issuer) _____, the life insurer issuing the annuity policy;

6. The annuity being provided in this case is based upon guaranteed non-life contingent payments for the plaintiff, _____, whose birthday is _____, age __. The annuity cost set forth in number two above reflects this non-life contingent annuity cost;

Or

The life insurer(s) providing the annuity or annuities in this case has rated the plaintiff, _____, whose birthday is _____, up to age ____ by reason of plaintiff's medical condition. The annuity cost set forth in number two above reflects this rated age with regard to all life contingent annuity benefit payments. Period certain only payments and guaranteed lump sum payments are not affected by rated age;

Or

The annuity being provided in this case is based upon a standard age quote for the plaintiff, _____, whose birthday is _____, age ____ by reason of said plaintiff's non life impairing medical condition. The annuity cost set forth in number two above reflects this standard age rating. Period certain only payments and guaranteed lump sum payments are not affected by a rated age;

7. Medical underwriting is inapplicable in guaranteed non-life contingent cases;

Or

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

8. No present value calculations were provided in this case. All illustrations provided were based on actual cost only;
9. CCI is neither an in-house broker of any party or casualty carrier involved in the settlement; nor is CCI affiliated with or an "exclusive" broker of any party or casualty carrier involved in the settlement.

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

Name of Consultant
Creative Capital Inc., Consultant

Sworn to before me
this _____ day of _____, 2008

Notary
My Commission Expires: