

CREATIVE CAPITAL INC.  
CERTIFICATE OF  
RELIABILITY AND ASSURANCES

UNDER THE PENALTIES FOR PERJURY, I \_\_\_\_\_, of Creative Capital Inc. ("CCI") acting as structured settlement consultant in the matter of \_\_\_\_\_, Plaintiff(s) v. \_\_\_\_\_, Defendant(s), 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 defendant or any casualty insurer of any defendant 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. 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, as well as any U.S. Treasury Bond payments are not affected by a rated age. If no life contingent benefits are payable this item (number 3) is inapplicable;

Or

3. 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 with regard to all life contingent annuity benefit payments. Period certain only payments and guaranteed lump sum payments, as well as any U.S. Treasury Bond payments are not affected by a rated age. If no life contingent benefits are payable this item (number 3) is inapplicable;
4. 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;

5. If present value figures were provided in this case, they have been provided with actual cost also being disclosed. All present value calculations were made with legitimate realistic and reasonable discount (interest) rate, life expectancy, and/or other assumptions. All assumptions used in the present value calculations have been fully disclosed;
6. 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 CERTIFICATE OF RELIABILITY AND ASSURANCES 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, INCLUDING ANY RE-INSURERS, CO-DEFENDANTS AND THEIR INSURERS, PRIMARY AND EXCESS 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. CO-BROKERS, IF ANY, AFFILIATED WITH STRUCTURED SETTLEMENT FIRMS OTHER THAN CCI ARE NOT COVERED BY THIS CERTIFICATE UNLESS THEY HAVE ALSO SIGNED BELOW [WHICH CCI STRONGLY RECOMMENDS] IN WHICH CASE THEY ALONE (AND NOT THE UNDERSIGNED OR CCI) SHALL BE RESPONSIBLE ONLY FOR THEIR OWN MISSTATEMENTS

\_\_\_\_\_  
Name:  
Creative Capital Inc. Consultant  
Date Signed:

Sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2001

\_\_\_\_\_  
Notary  
My Commission Expires: