FUND SETTLEMENT AGREEMENT

This Fund Settlement Agreement (the "Settlement Agreement") is made and entered into this 16th day of March, 2015, by and between Jerry E. Sherman (the "Claimant") and Daniel J. Reino ("Administrator"), of The Sherman Qualified Settlement Fund ("Fund").

AGREEMENT

The parties agree as follows:

Article 1
Release and Discharge

1.1 In consideration of the payments set forth in Article 3, Claimant hereby completely releases and forever discharges the Administrator and Fund from any and all past, present, or future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract, or other theory of recovery, which the Claimant now has, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way arise out of, any and all known or unknown claims for bodily and personal injuries to Claimant, or any future wrongful death claim of Claimant's representatives or heirs, which have resulted or may result directly or indirectly from the alleged acts or omissions which form the basis of the creation of the Fund, as well as on account of, or in any way growing out of, the establishment, administration and disbursements from the Fund.

1.2 This release and discharge shall only apply to the Fund and its Administrator, both individually and in their representative capacity, past, present and future, officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest, heirs and assigns, and all other persons, firms, or corporations with whom any of the former have been, are now, or may hereafter be affiliated.

1.3 This release, on the part of the Claimant, shall be a fully binding and complete settlement for the Claimant, and his heirs, assigns, and successors.

Article 2
Right to Purchase an Annuity

2.1 The Fund, through its Assignee, reserves the right to fund the liability to make the Periodic Payments through the purchase of an annuity policy from John Hancock Insurance Company of New York. The Assignee may have John Hancock Insurance Company of New York mail payments directly to the Payee. The Claimant shall be responsible for maintaining a current mailing address for Payee with said life company.
Article 3
Payments

3.1 In consideration of the release set forth above, the Administrator agrees to allocate and distribute the allocated gross settlement proceeds of $2,500,000.00 to the individual(s) or entities named below ("Payee(s)") in the sums outlined in this Article 3 below. The $2,500,000.00 represents Claimant's allocated portion of the total settlement proceeds that were collected in the Fund.

3.1.1 $1,900,000.00 to Claimant and Claimant's attorneys consistent with existing contingency fee agreement for expenses, additional disbursements, and liens, etc. paid according to the court approved settlement allocation.

3.1.2 $600,000.00 to John Hancock Assignment Company(Assignee) for purchase of a Structured Settlement Annuity with John Hancock Life Insurance Company of New York (Annuity Issuer) for the benefit of Jerry Sherman (Claimant) in the following Periodic Payments, described in further detail as follows:

$3,214.76 per month, for life, guaranteed for 16 year(s), beginning on April 01, 2012. Last guaranteed payment on March 01, 2028.

After final payment of income taxes and other final administrative expenses, the Administrator shall provide Jerry E. Sherman with the remaining balance remaining in the Fund, which includes accrued interest, if any, and remaining principal, if any, after all the payments listed above in this Section 2 and those payments due to Jerry E. Sherman have been made. This payment is consistent with the Administrator's prior allocation of the entire Fund's settlement monies.

3.2 All sums set forth herein constitute damages on account of personal physical injuries and sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended. No payments are made on account of punitive damages of any kind.

Article 4
Rights to Payments

4.1 Claimant acknowledges that the Periodic Payments cannot be accelerated, deferred, increased, or decreased by the Claimant or any Payee, nor shall the Claimant or any Payee have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.

Article 5
Consent to Qualified Assignment

5.1 Claimant(s) acknowledges and agrees that the Administrator of the Fund will make a "Qualified Assignment," within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of the Fund's liability to make the Periodic Payments set forth in Article 3 to John Hancock Assignment Company (the "Assignee"). The Assignee's obligation for payment of the Periodic Payments shall be no greater than that of the Fund's (whether by judgment or agreement) immediately preceding the assignment of the Periodic Payments obligation.
5.2 The Claimant recognizes that, in the event of such an assignment, the Assignee shall be the sole obligor with respect to the Periodic Payment obligation, and that all other releases with respect to the Periodic Payment obligation that pertain to the liability of the Fund shall thereupon become final, irrevocable, and absolute.

Article 6
Beneficiary Designation

6.1 Any payments to be made after the death of Jerry E. Sherman pursuant to the terms of this Settlement Agreement shall be made to The Estate. If no person or entity is so designated by the Payee, or if the person designated is not living at the time of any of the Payee’s death, such payments shall be made to the estate of the Payee. No such designation, or any revocation thereof, shall be effective unless it is in writing and delivered to the Assignee. The designation must be in a form acceptable to the Assignee before such payments are made.

Article 7
Discharge of Obligation

7.1 The obligation assumed by the Assignee to make each Periodic Payment shall be fully discharged upon the mailing of a valid check or electronic funds transfer in the amount of such payment on or before the due date to the last address on record for the Payee with the Annuity Issuer. If the Payee notifies the Assignee that any check or electronic funds transfer was not received, the Assignee shall direct the Annuity Issuer to initiate a stop payment action and, upon confirmation that such check was not previously negotiated or electronic funds transfer deposited, shall have the Annuity Issuer process a replacement payment.

Article 8
Complete Agreement and Successors in Interest

8.1 This Settlement Agreement constitutes the complete and exclusive statement of agreement among the parties hereto and supersedes all prior written and oral statements, including any prior representation, statement, condition or warranty. Except as expressly provided otherwise herein, this Settlement Agreement may not be amended without the written agreement of the parties hereto and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each party.

Article 9
Effectiveness and Severability of Provisions

9.1 This Settlement Agreement shall become effective upon execution by each of the parties hereto. Each provision of this Settlement Agreement shall be considered severable and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Settlement Agreement which are valid.
Article 10
Governing Law

10.1 This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of New York.

Article 11
Advice and Comprehension of Agreement

11.1 The Claimant is encouraged to seek legal and tax advice of independent counsel, separate and apart from Paul William Beltz, PC, and other advisors concerning the legal and income tax consequences of this Agreement and/or any structured settlement annuities that are involved in the payment of the settlement. Paul William Beltz, PC did not provide any legal and/or tax advice to Claimant about this Agreement and/or any structured settlement annuities, and, therefore, is completely released and forever discharged from any and all past, present, or future claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract, or other theory of recovery, which the Claimant now has, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way arise directly or indirectly from the establishment, administration and disbursements from the Fund.

Article 12
Counterparts

12.1 This Settlement Agreement may be executed simultaneously in two or more counterparts, whether via facsimile, electronic or original signature, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

Claimant

Jerry E. Sherman
Date: 3-2-15

Administrator, The Sherman Qualified Settlement Fund

By: Daniel J. Reino
Date: 3/2/15