

Total Pages (Including Cover Sheet) 34

Message: Documents in 20-14-111

From: Susie Johnson

To: John Danner

Date: 4-5-16

Durant, Oklahoma 74701

Phone 580-924-1446

FAX 580-931-0577

Courthouse - Third Floor

Court Clerk - Bryan County

Donna Alexander

and 26 USC § 5891 *et seq.*

2. The Proposed Transfer complies with all requirements of the Oklahoma Structured Settlement Protection Act, 12 Okl. St. § 3238 *et seq.* (the "Oklahoma Transfer Act")

1. The transfer of the structured settlement proceeds, specifically, monthly payments of \$9,579.98 each, commencing August 1, 2018, and continuing through and including July 1, 2026, increasing 4% annually each August, monthly payments of \$14,180.72 each, commencing August 1, 2028, guaranteed through and including July 1, 2036, increasing 4% annually each August, one lump sum payment of \$500,000.00 due on September 30, 2032, and one lump sum payment of \$500,000.00 due on September 30, 2037 (the "Assigned Payments"), by Lauren Nesbitt a/k/a Lauren A. Nesbitt a/k/a Lauren Ashley Nicole Dominguez ("Ms. Nesbitt") to Albanoni as described in the petition in this matter (the "Proposed Transfer"); (i) does not contravene any applicable federal or state statute or the order of any court or responsible governmental or administrative authority; and, (ii) is in the best interest of Ms. Nesbitt, taking into account the welfare and support of Ms. Nesbitt's dependents, if any.

petiton of Albanoni, LLC ("Albanoni"), the Court hereby finds as follows:

AND NOW, this ^{20th} day of November, 2014, upon consideration of the unopposed

ORDER

By *Donna Alexander*
DONNA ALEXANDER
COURT CLERK
Deputy

NOV 20 2014

Judge: Campbell

Case No. CV-14-111

FILED
BRYAN COUNTY OKLAHOMA
DISTRICT COURT CLERK

STATE OF OKLAHOMA

IN THE DISTRICT COURT OF BRYAN COUNTY

IN RE THE MATTER OF:
LAUREN NESBITT

3. Pursuant to Section 3240 of the Oklahoma Transfer Act, the Court expressly finds that not less than three days prior to the date on which Ms. Nesbitt signed the transfer agreement (the "Transfer Agreement"), Ms. Nesbitt was provided with a separate disclosure statement in bold type no smaller than 14 points in size, setting forth:

- (a) the amounts and due dates of the Assigned Payments;
- (b) the aggregate amount of the Assigned Payments;
- (c) the discounted present value of the Assigned Payments, identified as the "calculation of the current value of transferred structured settlement payments under federal standards for valuing annuities," and the amount of the applicable federal rate used in calculating such discounted present value;
- (d) the gross advance amount;
- (e) an itemized listing of all applicable transfer expenses, other than attorneys' fees and related disbursements payable in connection with the transferee's application for approval of the Proposed Transfer; and the transferee's best estimate of the amount of any such fees and disbursements;
- (f) the net advance amount;
- (g) the amount of any penalties or liquidated damages payable by Ms. Nesbitt in the event of any breach of the Transfer Agreement; and
- (h) a statement that Ms. Nesbitt has the right to cancel the Transfer Agreement, without penalty or further obligation, not later than the third business day after the date the Transfer Agreement is signed by Ms. Nesbitt.

4. Ms. Nesbitt has been advised in writing by the transferee to seek independent professional advice regarding the Proposed Transfer and has either received the advice or knowingly waived the advice in writing as required by Section 3241(2) of the Oklahoma Transfer Act.

5. Not less than twenty days before the scheduled hearing on the application for authorizing the transfer of structured settlement payment rights pursuant to Section 4 of the Oklahoma Transfer Act, Albanoni filed with the court and served on all interested parties a notice of the Proposed Transfer and the application for its approval, including in the notice:
 - (a) a copy of Albanoni's Petition And Application to the Court;
 - (b) a copy of the Transfer Agreement;
 - (c) a copy of the disclosure statement required under Section 3 of the Oklahoma Transfer Act;
 - (d) a listing of each of Ms. Nesbitt's dependents, together with each dependent's age;
 - (e) notification that an interested party may support, oppose, or otherwise respond to Albanoni's application in person or by counsel, by submitting written comments to the Court or by participating in the hearing; and
 - (f) notification of the time and place of the hearing and notification of the manner in which and the time by which written responses to the application must be filed to be considered by the Court.
6. Albanoni has assigned, to Reliance Standard Life Insurance Company ("Assignee"), all of its rights, title and interest under the Transfer Agreement to the Assigned Payments.
 7. Based on the foregoing findings, IT IS HEREBY ORDERED THAT:
 1. Pursuant to the Oklahoma Act, the Proposed Transfer is approved. During the period the structured settlement payment rights are being assigned or of the periodic payments due under the settlement agreement and annuity shall be the Estate of Lauren A. Nesbitt. However, Assignee shall be entitled to receive the Assigned Payments even in the event of Ms. Nesbitt's death.
 2. Arrowood Indemnity Company *Et/ka* Royal Indemnity Company, *Et/ka* Royal Insurance Company of America ("Arrowood") shall direct Metropolitan Life Insurance Company ("MetLife") to forward the Assigned Payments to Assignee, within 7 days of the date

due, by check made payable to "Reliance Standard Life Insurance Company" (Tax Identification No. 36-0883760), at P.O. Box 223752 Pittsburgh, PA 15251-2752:

- Monthly payments of \$9,579.98 each, commencing August 1, 2018, and continuing through and including July 1, 2026, increasing 4% annually each August;
- Monthly payments of \$14,180.72 each, commencing August 1, 2028, guaranteed through and including July 1, 2036, increasing 4% annually each August;
- One lump sum payment of \$500,000.00 due on September 30, 2032; and
- One lump sum payment of \$500,000.00 due on September 30, 2037.

3. In the event Assignee further assigns the Assigned Payments (or any portion thereof) to any other person or entity (a "Reassignment"), Arrowood and MelLife will not be obligated to redirect the Assigned Payments (or any portion thereof) to any such person or entity other than Assignee or to any payment address other than specified herein and Albanoni and Assignee shall remain obligated to comply with the terms and conditions set forth herein.

4. Albanoni and Assignee shall defend, indemnify, and hold harmless Arrowood and MelLife, 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, from and against any and all liability, including but not limited to costs and reasonable attorney's fees, for any and all claims made in connection with, related to, or arising out of the Transfer Agreement, the Proposed Transfer, the Assigned Payments, any Reassignment, or Arrowood's and MelLife's compliance with this Order, except with respect to claims by Albanoni and/or Assignee against Arrowood and MelLife to enforce Arrowood's and MelLife's obligations to Albanoni and/or Assignee under this Order. To the extent Albanoni and/or Assignee fail to honor this indemnification and defense obligation, Arrowood and MelLife may,

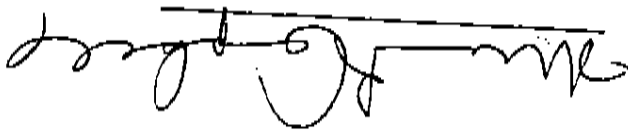
in addition to all other remedies afforded by law, satisfy the same by withholding to their own credit any remaining Assigned Payments.

5. The lack of opposition to this matter, or the other parties' compliance herewith, shall not constitute evidence in this or any other matter, and is not intended to constitute evidence in this or any other matter, that:

- a. payments under a structured settlement contract or annuity or related contracts can be assigned or that "anti-assignment" or "anti-encumbrance" provisions in structured settlement contracts or annuities or related contracts are not valid and enforceable; or other transactions entered into by Albanoni and its customers constitute valid sales and/or loans; or
- b. Arrowood or MelLife has waived any right in connection with any other litigation or claims; or
- c. Albanoni or Assignee has waived any right other than as expressly set forth in this Order.

6. For good and valuable consideration, and intending to be legally bound hereby, Albanoni, Assignee, and Ms. Nesbitt, for themselves and for their respective shareholders, officers, agents, employees, servants, successors, heirs, beneficiaries, contingent beneficiaries, executors, trustees, administrators, and assigns, and any parent, subsidiary, or affiliate thereof, and their directors, shareholders, officers, agents, employees, servants, successors, heirs, beneficiaries, contingent beneficiaries, executors, trustees, administrators, and assigns, past and present (the "Releasors"), hereby remise, release, and forever discharge Arrowood and MelLife, 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, heirs, beneficiaries, contingent beneficiaries, executors, trustees, administrators, and assigns, past and present (the "Arrowood and MelLife 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

 Judge



DONE IN OPEN COURT this 20th day of November, 2014.

8. This Order shall constitute a final "Qualified Order" within the meaning of 26 USC § 5891. sent
 7. Not later than twenty (20) days after service of a copy of the Order entered by this Court, MetLife, is hereby directed to contact Albamoni, or its assigns at the following address, Albamoni, LLC, 7920 Norfolk Avenue, Suite 300, Bethesda, MD 20814, acknowledging the Proposed Transfer, informing Albamoni or its assigns that the change has been made to its records, and specifying that Assignee is now scheduled to receive the Assigned Payments, and address or bank account designation to where the Assigned Payments shall be sent.
- connection with, related to, or arising out of, any claim or allegation that was or could have been asserted in connection with, related to, or arising out of the Transfer Agreement, the Assigned Payments, the Proposed Transfer, or the parties' compliance with this Order, which the Releasors have or had from the beginning of the world through the date of this Order, except for claims of Releasors against the Arrowood and MetLife Releasees to enforce the Arrowood and MetLife Releasees' obligations to Releasors, if any, under this Order.

(1) Petition for Approval of Transfer of Structured Settlement Payment Rights

with:

sum structured payments, including but not limited to the subject payments of this Petition, to
3. That the settlement agreed to by the Transferor provides for certain monthly and lump

as Exhibit "A1" and incorporated herein by this reference.

true and correct copy of the proposed Transfer and Assignment Agreement is attached hereto
2. Transferor has agreed to sell and Transferee has agreed to purchase those certain
payments as defined below and within their proposed Transfer and Assignment Agreement. A

"A" and incorporated herein by this reference.

Agreement. A true and correct copy of the Assignment Agreement is attached hereto as Exhibit
recipient of an assignment of payment rights from Seneca One pursuant to an Assignment
party to whom the Transferor has contracted with under the immediate action. Petitioner is the
as a result of a settlement related to a tort action. SENECA ONE, LLC ("Seneca One") is the
1. LAUREN NESBITT ("Transferor" or "Payee") is the beneficiary of an annuity contract

INTRODUCTION

transfer of certain structured settlement payment rights, and in support hereof, states as follows:
and respectfully petitions this Court pursuant to 12 O.S. §§ 3238, et seq., for approval of the
Comes now, ALBANONI, LLC ("Petitioner" or "Transferee"), by undersigned counsel

PAYMENT RIGHTS

PETITION FOR APPROVAL OF TRANSFER OF STRUCTURED SETTLEMENT

IN RE THE MATTER OF:
LAUREN NESBITT

Judge: *Chambers*

Case No.: CV-14-111

BY *Donna Alexander*
COURT CLERK
DEPUTY
DONNA ALEXANDER

STATE OF OKLAHOMA

IN THE DISTRICT COURT OF BRYAN COUNTY

FILED
BRYAN COUNTY, OKLAHOMA
DISTRICT COURT CLERK
OCT 09 2014

(2) Petition for Approval of Transfer of Structured Settlement Payment Rights

welfare and support of the payee's dependents (§ 3241(1));

(a) The Transfer is in the best interest of the payee, taking into account the

forth in 12 O.S. § 3241 must be met. The applicable provisions of these code sections are:

8. That in order for this court to approve said transfer, certain statutory provisions as set

Act of 2001, codified at 12 O.S. §§ 3238, *et seq.*

obtain court approval of the transfer pursuant to the Oklahoma Structured Settlement Protection

7. That in order to effectuate the transfer of the Assigned Payments, Petitioner must first

PAYMENT RIGHTS

CONDITIONS TO TRANSFERS OF STRUCTURED SETTLEMENT

and Assignment Agreement to its designated assignee.

Assignment Agreement, assign all its right, title and interest in and to the said proposed Transfer

6. That Transferee, shall, upon this Court entering an Order approving the Transfer and

settlement payments is Metropolitan Life Insurance Company.

5. That the "annuity issuer" who has issued an insurance contract used to fund the structured

America.

settlement payments is Arrowood Indemnity Company t/k/a Royal Insurance Company of

4. That the "structured settlement obligor" with respect to the aforementioned structured

hereto as Exhibit "B."

A true and correct copy of documentation evidencing the Benefits Letter is attached

3.4. One (1) lump sum payment in the amount of \$500,000.00 due on or about September 30, 2037 (the "Assigned Payments").

3.3. One (1) lump sum payment in the amount of \$500,000.00 due on or about September 30, 2032;

3.2. Ninety-Six (96) monthly payments in the amount of \$14,180.72 each beginning with the payment due on or about August 1, 2028, continuing through and including the payment due on or about July 01, 2036 with a 4 % annual;

3.1. Ninety-Six (96) monthly payments in the amount of \$9,579.98 each beginning with the payment due on or about August 1, 2018, continuing through and including the payment due on or about July 1, 2026 with a 4 % annual;

(3) Petition for Approval of Transfer of Structured Settlement Payment Rights

Declaration in Support by Transferor (Exhibit "E").

be served by granting the relief requested herein for the reasons more fully set forth in the Declaration in Support by Transferor (Exhibit "E").

12. It is submitted that the best interest of LAUREN NESSBITT and her dependent(s) would be served by granting the relief requested herein for the reasons more fully set forth in the Declaration in Support by Transferor (Exhibit "E").

11. Title 12, Oklahoma Statutes § 3241(1) requires that the Payee establish that the transfer is in the best interest of the Payee, taking into account the welfare and support of the Payee's dependents. A listing of each of the Payee's dependents is reflected in the Seller's Dependents, including each dependent's date of birth, and a Certificate of Marital Status are attached hereto as Exhibit "F."

IS IN THE BEST INTEREST OF THE PAYEE
THE TRANSFER OF THE STRUCTURED SETTLEMENT PAYMENT RIGHTS

10. Title 12, Oklahoma Statutes § 3240 requires that at least three days prior to the date on which a payee signs a Transfer and Assignment Agreement, the Transferee shall provide to the Payee a separate disclosure statement. The required separate written Disclosure Statement is attached hereto as Exhibit "D" and incorporated herein by this reference. See also the Declaration in Support by Transferor attached hereto as Exhibit "E."

DISCLOSURE TO PAYEE
REQUIREMENTS OF TITLE 12, OKLAHOMA STATUTES § 3240 HAVE BEEN MET

9. It is submitted that all of the foregoing requirements either have been met or will be met prior to any scheduled hearing, and the Petitioner respectfully requests that this Court approve the transfer of the structured settlement payments that are the subject of this Petition.

(c) The transfer does not contravene any applicable statute or the order of any court or other government authority (§ 3241(3)).

(b) The payee has been advised in writing by the transferee to seek independent professional advice regarding the transfer and has either received the advice or knowingly waived the advice in writing (§ 3241(2)) (see Waiver of Professional Advice attached here to as Exhibit "C"); and

(4) Petition for Approval of Transfer of Structured Settlement Payment Rights

Assignment Agreement attached hereto as Exhibit "A1".

16. Petitioner respectfully requests that upon fulfillment of all disclosures and notices set forth under 12 O.S. § 3238, *et seq.*, this Court enter an Order approving the Transfer and

CONCLUSION

settlement agreement, qualified assignment agreements and related contracts.

15. It is further submitted that the Transferor, Transferee, and all interested parties, for themselves and their heirs and assigns, by agreement to this Petition and its terms, will be deemed to waive any anti-encumbrance language in the annuity contract,

contemporaneously herewith satisfies these requirements.

14. It is submitted to this Court that this Petition and the Notice of Petition filed

in order to be considered by the court.

in which and the time by which written responses to the application must be

Notification of the time and place of the hearing and notification of the manner (f)

written comments to the court or by participating in the hearing; and

respond to the transferee's application, in person or by counsel, by submitting

Notification that an interested party is entitled to support, oppose, or otherwise (e)

and a Certificate of Marital Status (Exhibit "F");

A listing of each of the Seller's Dependents, including each dependent's age, (d)

A copy of the Disclosure Statement (Exhibit "D"); (c)

A copy of the Transfer and Assignment Agreement (Exhibit "A"); (b)

A copy of the transferee's application; (a)

documents:

transfer and the application for its authorization. This notice must include the following

scheduled hearing on this matter, the transferee must file with this court a notice of the proposed

13. Title 12, Oklahoma Statutes § 3243(B) requires that at least twenty (20) days before the

TO THIS COURT

NOTICE TO INTERESTED PARTIES AND PROPER DOCUMENTS PRESENTED

REQUIREMENTS OF TITLE 12, OKLAHOMA STATUTES § 3243 HAVE BEEN MET

(5) Petition for Approval of Transfer of Structured Settlement Payment Rights

Matthew J. Hall, OBA No. 20493
406 S. Boulder Ave, Ste. 400
Tulsa, OK 74103
Telephone: (918) 629-9675
Facsimile: (918) 582-6106
Email: matt@oklegalsolutions.com



Respectfully Submitted,

Dated this 1st day of October, 2014.

(6) Petition for Approval of Transfer of Structured Settlement Payment Rights

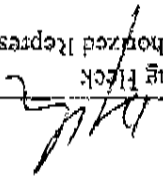
EXHIBIT "A"

Assignment Agreement

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seneca One, LLC, a Maryland limited liability company, hereby sells, assigns, transfers, and sets over to Albamoni, LLC all of its right, title, and interest in and to (i) that certain Transfer and Assignment Agreement dated September 23, 2014 by and between Seneca One, LLC and Lauren Nesbit (the "Sale Agreement"), subject to all the terms and conditions thereof, the original of which is attached hereto as Schedule A and incorporated herein by reference as though fully set forth herein, and (ii) the Assigned Payments identified in (and as defined in) the Sale Agreement.

Dated this 30th of September, 2014.

SENECA ONE, LLC

By:  _____
Doug Flick
Authorized Representative

(7) Petition for Approval of Transfer of Structured Settlement Payment Rights

EXHIBIT "A1"

TRANSFER AND ASSIGNMENT AGREEMENT

This Transfer and Assignment Agreement (this "Agreement"), dated and effective as of September 23, 2014, is being entered into by and between Lauren Nesbitt ("Seller"), a Oklahoma resident, and Seneca One, LLC, a Maryland limited liability company having its principal place of business at 7920 Norfolk Avenue, Suite 300, Bethesda, MD 20814 (hereinafter referred to as "Purchaser").

NOW THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the parties agree:

At some time in the past, Seller or Seller's predecessor in interest, entered into an agreement in connection with the settlement of a lawsuit or other claim (the "Settlement Agreement"). Seller has told Purchaser that Seller is entitled to receive certain payments due under the Settlement Agreement (hereinafter referred to as the "Settlement Payments"). An entity (the "Settlement Obligor") agreed to make the payments that are due to Seller under the Settlement Agreement. The Settlement Obligor purchased and/or caused to be issued by Metropolitan Life Insurance Company (the "Annuity Issuer"), pursuant to the terms of the Annuity, the Settlement Payments are to be made to Seller on a fixed schedule. Seller has agreed to assign to Purchaser, Seller's right to receive certain Settlement Payments in exchange for the Purchase Price described below.

A. Purchase and Sale. Subject to the terms and conditions herein provided, Purchaser agrees to pay Seller the sum of \$550,153.57 "Purchase Price", and Seller hereby sells and assigns to Purchaser, or its assignee, Seller's right, title and interest in and to Ninety-Six (96) monthly payments in the amount of \$9,579.98 beginning with the payment due on or about August 01, 2018 continuing through and including the payment due on or about July 01, 2026 with a 4% annual increase; Ninety-Six (96) monthly payments in the amount of \$14,180.72 beginning with the payment due on or about August 01, 2028 continuing through and including the payment due on or about July 01, 2036 with a 4% annual increase; One (1) lump sum payment in the amount of \$500,000.00 due on or about September 30, 2032; One (1) lump sum payment in the amount of \$500,000.00 due on or about September 30, 2037; (the "Assigned Payments").

B. Conditions to be Satisfied Prior to Closing. The following must occur prior to Purchaser paying Seller the Purchase Price: (1) Purchaser shall be satisfied, in its sole discretion, that there are no claims or interests of any kind or nature whatsoever that do or may affect Purchaser's rights to or interest in the Assigned Payments and/or Purchaser's or its assign's ability to receive the Assigned Payments in their entirety on the dates set forth herein; (2) Purchaser receives a non-appealable court order that (a) directs the Settlement Obligor and Annuity Issuer to make the Assigned Payments to Purchaser, or its assigns; and (b) makes all findings required by applicable state and federal law (the "Court Order"); and (3) the company making the Settlement Payments has acknowledged receipt of the Court Order. Upon completion of the foregoing events, the Purchase Price will be paid to the Seller (the "Closing").

C. Right to Assign. Purchaser may elect to assign this Agreement and/or its right, title, and interest under this Agreement to a third party purchaser (an "Assignee") and may effect such assignment by requesting that the aforesaid Court Order name such Assignee as the recipient of the Assigned Payments. The obligations and rights of Purchaser may be further assigned or otherwise transferred by Purchaser, provided that any assignee is bound by the terms and conditions hereof. The obligations and rights of Seller under this Agreement may not be assigned or otherwise transferred.

G. Beneficiaries. Seller acknowledges that Purchaser, or its assigns, is entitled to receive the Assigned Payments - to the exclusion of any beneficiary, heir, executor, representative or dependent of Seller - even if Seller is no longer living at the time when the payments come due. Seller shall execute and deliver a separate writing which designates Seller's estate as the beneficiary of the Assigned Payments and shall execute and sign any document, agreement, waiver, beneficiary change, or other document to reflect, evidence, and confirm that Purchaser, or its assigns shall be entitled to receive the Assigned Payments to the exclusion of Seller and/or Seller's heirs, beneficiaries, representatives, dependents, and executors. In the event Seller's death occurs during the course of this transaction, this

warranty made by Seller turns out to be materially false. Failure to comply with any term or condition set forth in this Agreement, or (f) a representation or Assigned Payments as a result of any act by Seller, Seller's estate or any of Seller's heirs; (e) Seller's failure to file a petition under bankruptcy, insolvency or debtor's relief laws by or against Seller; (d) failure by the Settlement Obligor or Annuity Issuer to make any one or more of the Assigned Payments to Purchaser; (c) an assignment for the benefit of a custodian, trustee, liquidator or receiver for Seller or Seller's assets; (b) an appointment of a guardian of the person for Seller or Seller's estate; (a) Seller's death; (d) Seller's insolvency or the appointment of a default trustee for Seller.

F. Events of Default. Seller understands that the following events shall be deemed to be events of default under this Agreement: (a) Seller's death; (b) Seller's insolvency or the appointment of a default trustee for Seller; (c) an assignment for the benefit of a custodian, trustee, liquidator or receiver for Seller or Seller's assets; (d) an appointment of a guardian of the person for Seller or Seller's estate; (e) Seller's failure to file a petition under bankruptcy, insolvency or debtor's relief laws by or against Seller; (f) failure by the Settlement Obligor or Annuity Issuer to make any one or more of the Assigned Payments to Purchaser; (g) Seller's failure to execute and deliver a separate writing which designates Seller's estate as the beneficiary of the Assigned Payments and shall execute and sign any document, agreement, waiver, beneficiary change, or other document to reflect, evidence, and confirm that Purchaser, or its assigns shall be entitled to receive the Assigned Payments to the exclusion of Seller and/or Seller's heirs, beneficiaries, representatives, dependents, and executors. In the event Seller's death occurs during the course of this transaction, this

E. This is Not a Loan. Purchaser and Seller acknowledge and agree that the sale and transfer hereof contemplated constitute a sale of the Assigned Payments, and not a loan, conveying good title hereof free and clear of any liens and encumbrances from the Seller to Purchaser. In connection with the sale and transfer of the Assigned Payments, Seller hereby grants a security interest in, all of Seller's rights, title and interest in and right to receive all of the Assigned Payments to Purchaser, or its assigns, to the extent such grant is permitted under applicable law. In addition, Seller authorizes Purchaser, its subsidiaries, affiliates and/or its assigns to make all filings and to take all other actions that Purchaser and/or its assigns, in its discretion, deems necessary or proper to complete the transactions contemplated hereby and to perfect the sale of the Assigned Payments including, without limitation, filing a UCC-1 against the Assigned Payments.

D. Representations and Warranties of Seller. Seller represents and warrants as follows: (1) Seller has full power and authority to enter into this Agreement and assign the Assigned Payments to Purchaser; (2) No other person, firm or corporation claims a lien, right, title or interest of any kind in the Assigned Payments; (3) Seller has no lawsuits pending or threatened against Seller and Seller is not subject to any outstanding judgment, levy, claim or offset; (4) Seller has paid all federal, state and local taxes due through and including the date hereof and Seller is not subject to any outstanding tax liens; (5) Seller is not indebted for any child support arrears or child support lien; (6) Seller has not filed for bankruptcy and does not intend to file for bankruptcy; (7) Seller has reviewed and understands the terms and effects of this Agreement and Seller is competent to enter into this Agreement; (8) Seller has entered into this Agreement under Seller's own free will without undue influence or duress and Seller is not entering into this Agreement under the influence of drugs or alcohol; (9) Purchaser has disclosed to Seller and Seller understands that Purchaser is a wholly owned subsidiary of Seneca One Finance, Inc.; (10) Seller is entering into this Agreement to sell the Assigned Payments to Purchaser, and with respect to the sale of the Assigned Payments to Purchaser, Purchaser has satisfied all its obligations with respect to any guarantee or other promotional offer; and (11) All information contained in the Application for Sale of Structured Settlement Payments is true and correct. If any of these statements becomes untrue prior to the Closing (as defined herein), Seller agrees to notify Purchaser in writing immediately. Seller hereby authorizes Purchaser or its agents or assigns to conduct such credit and other searches as may be necessary in order to confirm the foregoing with the understanding that all such reports and searches will be kept strictly confidential, but may be used by Purchaser, its subsidiaries, affiliates and/or its assigns as necessary to complete the intent of this Agreement.

Agreement is and shall be deemed a "Testamentary Agreement" in which Seller agrees, for all time, to name Purchaser, or its assigns, as the party that will inherit the Assigned Payments. Seller cannot and will not amend, modify, alter or otherwise change the beneficiary designation of this Testamentary Agreement without Purchaser's express prior written consent.

H. Adjustment of Purchase Price; Advances; Satisfaction of Judgments. Seller acknowledges and agrees that the Purchase Price may be adjusted, if necessary, by subtracting an amount equal to the sum of (i) all Assigned Payments received by Seller after the date of this Agreement and prior to the Closing; plus (ii) any payments and advances made to Seller or made on behalf of Seller to a third party at or prior to the Closing. Any advances and payments to third parties by Purchaser shall be made, if at all, in Purchaser's sole and absolute discretion. In the event that any changes, encumbrances, judgments (including, without limitation, any pledges or assignments) liens or other claims against the Seller or the Assigned Payments should arise or be disclosed, then Seller may be required to satisfy these obligations at Closing. Seller agrees that any disbursements required for these satisfactions shall be paid from the Purchase Price prior to any disbursement to Seller. In the event Purchaser elects to disburse some or all of the Purchase Price prior to obtaining all reports identifying charges, encumbrances, judgments, liens or other claims, Seller hereby agrees that Purchaser, or its assigns, may hold back from the disbursement two (2) times the total of such charges, encumbrances, judgments, liens or other claims as reasonably estimated by Purchaser. In such event, Seller will execute any and all documentation reasonably requested by Purchaser to identify the amounts to be withheld and consent to such withholding.

I. Waiver of Restrictions on Assignability. Seller acknowledges that Seller's Settlement Agreement may have been entered into prior to the enactment of the Oklahoma Structured Settlement Protection Act (the "Oklahoma Transfer Statute"). Accordingly, Seller's Settlement Agreement may contain a provision or provisions restricting or purporting to restrict Seller's right to assign. Seller, on behalf of Seller, and Seller's heirs, beneficiaries, executors, administrators, successors, and legal representatives, hereby waives and releases any such restriction. Furthermore, Seller agrees and covenants that Seller shall not raise, assert or claim any such rights or restrictions against Purchaser in the future.

J. Continuing Cooperation. Upon Seller's execution of this Agreement, Purchaser and Seller shall cooperate in commencing a legal action with the appropriate court seeking the court approval required by the Oklahoma Transfer Statute. Seller agrees to cooperate in taking all actions to facilitate the consummation of the transaction contemplated under this Agreement, including appearing in the contemplated court action as a party thereto. Seller agrees to execute and deliver at any time any additional instruments and documents promptly and to do any acts or things as may be necessary or expedient to effectuate the terms and conditions of this Agreement, including obtaining, providing and filing any court documents necessary to obtain a Court Order approving the assignment contemplated by the Agreement. Seller hereby authorizes Purchaser to correct any typographical errors or to make any ministerial revisions to this Agreement and to any other supporting documents signed by Seller if such revisions are necessary to effectuate the terms and conditions of this Agreement. Seller also agrees to notify Purchaser in writing of any delay in performance or changes to the Assigned Payments, and to furnish to Purchaser all information received by Seller regarding the Assigned Payments.

N. Special Irrevocable Durable Power of Attorney. Seller hereby grants Purchaser, or its assigns, a Special Irrevocable Durable Power of Attorney with full power of substitution, to act in Seller's name, place and stead regarding the Assigned Payments, including, without limitation, the authority to negotiate, endorse and execute checks, drafts and other instruments in Seller's name, power to alter, edit and change payment instructions and/or beneficiary designations and any other act it deems necessary to obtain all the benefits of the bargain contemplated by this Agreement. This durable power of attorney shall be coupled with an interest, and shall survive Seller's death, disability, incompetence or incapacity. Seller declares this durable power of attorney to be irrevocable and renounces all right to revoke it or appoint any other person to perform the acts referred to in this provision.

M. General Provisions. (1) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement in any way the meaning or interpretation of this Agreement; (2) The section headings contained in this Agreement are for reference only and shall not affect in any way the meaning or interpretation of this Agreement; (3) In the event an action is commenced in any forum to enforce the rights of a party to this Agreement, then the prevailing party in such action shall be entitled to all reasonable attorney's fees and costs incurred to the extent permitted by law; (4) This Agreement may be amended or modified, and performance of any covenant or agreement herein contained may be waived or modified only by an instrument signed by the parties hereto. The waiver or modification by a party of performance or of a breach of any provision of this Agreement shall not operate as a waiver of any subsequent or other performance or breach thereof; (5) This Agreement constitutes the entire agreement and understanding of the parties with respect to the matters and transactions contemplated hereby and supersedes any and all prior agreements and understandings with respect thereto. No representations have been made, or relied upon, by either party except those set forth in this Agreement; (6) Except for notice pursuant to section P, notice shall be deemed to have been duly given three (3) business days after having been mailed by certified or registered mail, return receipt requested, or upon delivery if delivered by a nationally recognized overnight delivery service, such as Federal Express. All notices shall be mailed to the addresses set forth at the beginning of this Agreement. All notices mailed to Purchaser shall be sent to the attention of the Processing Group; (7) Seller acknowledges and agrees that the obligations under this Agreement shall be binding upon Seller, Seller's heirs, personal representatives, transferees, successors, estate and assigns; and (8) If any provision of this Agreement is found to be invalid or unenforceable, the validity or enforceability of any other provision of this Agreement shall not be affected thereby.

L. Holdback. Purchaser, or its assigns, shall, in its discretion, withhold an amount from the Purchase Price equal to the amount of the payments to be paid within six months of the Closing, or the amount of the first assigned lump sum payment, until such time as the first payment is received by Purchaser or its assigns. Within five business days after receipt of the first payment, Purchaser, or its assigns, shall release any funds withheld from the Purchase Price to Seller, Purchaser, or its assigns, shall have the right to retain funds sufficient to cover any payments not received.

K. Governing Law; Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Oklahoma. Disputes under this Agreement, including any claim that the Seller breached this Agreement, shall be determined in and under the laws of the State of Oklahoma. Any action to enforce any right by either party under this Agreement shall be commenced in Oklahoma.

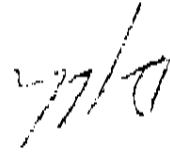
[Signatures and Acknowledgment on Following Page]

9. Servicing Arrangement. In the event Seller is selling less than the entire amount of any individual Settlement Payment, the Settlement Obligor, the Annuity Issuer or the Court may require, or it may otherwise be necessary or convenient, that Purchaser, or its assigns, receive the entire Settlement Payment and assume the obligation to remit any unassigned portion of such Settlement Payment to Seller. Should such a situation arise, Seller authorizes and directs Purchaser, or its assigns, to receive the entire of each Settlement Payment affected, and remit the unassigned portion of each such Settlement Payment to Seller (the "Servicing Arrangement"). Seller acknowledges, understands and agrees that (1) the Servicing Arrangement may reduce the financial ability of the unassigned portions of Settlement Payments of which the Assigned Payments are a part; (3) it shall be Seller's sole and exclusive responsibility to notify Purchaser, or its assigns, by written notice, of the address to which the unassigned portion of the Settlement Payments is to be forwarded; (4) with respect to any unassigned portion of any Settlement Payment affected by the Servicing Arrangement, Purchaser's, obligations and liability under the Servicing Arrangement shall be satisfied upon deposit of a check in the amount of the unassigned portion of such Settlement Payment in the United States Mail, UPS, FedEx or similar overnight delivery service, postage or fee prepaid, addressed to the last known address for Seller; and (5) the Servicing Arrangement will result in a delay in Seller's receipt of the unassigned portion of the Settlement Payments affected by the Servicing Arrangement.

P. Right to Cancel Assignment and Effective Notice of Cancellation. Seller has the right to cancel this Agreement without any further obligation to Purchaser not later than the third business day after this Agreement was signed, as required by law (the "Statutory Cancellation Period"). To cancel this assignment during the Statutory Cancellation Period, Seller specifically agrees to provide notice to Purchaser that Seller desires to cancel the above described assignment. Purchaser must be in receipt of said notice no later than midnight on third after the date Seller signed this Agreement for said notice to be effective.

Q. Independent Advice. Purchaser advises Seller to seek independent professional advice regarding the transaction contemplated by this Agreement. Seller (i) has had the opportunity to receive legal, tax, financial, accounting and/or business or personal advice regarding the transaction contemplated by this Agreement from Seller's own legal, tax, financial accounting and/or other advisors and has either received such advice or has knowingly and voluntarily waived and declined the opportunity to seek such advice; (ii) Seller has not received any financial, accounting, tax, legal, business, or other advice from the Purchaser; (iii) Seller has not relied on any representations or statements made by Purchaser, Purchaser's agents or attorneys in connection with this transaction or the tax consequences hereof and (iv) Seller has relied solely upon the advice of Seller's own financial, tax, legal, business and other advisors in entering into this Agreement. Seller further acknowledges that Seller is fully aware of the economic consequences of the transaction contemplated by this Agreement. This is an important financial transaction and Seller should consult with his/her own advisors regarding said transaction.

BY: Douglas J. Heck
Authorized Representative
Seneca One Finance, Inc.
(SEAL)



PURCHASER
Seneca One, LLC

NOTARY PUBLIC State of OK
SHARON K. SLANEMORE
Comm. # 02011731
Expires 07-29-2018

NOTARY PUBLIC, State of Oklahoma
My Commission Expires: 7-29-2018

Sharon K. Slanemore
Sharon K. Slanemore
(print name) (type name)

The foregoing Agreement, and specifically the Special Irrevocable Durable Power of Attorney in provision N., was acknowledged before me this 26th day of September, 2014 by Lauren Nesbitt, who is personally known to me or has produced SHARON K. SLANEMORE (type of identification) as identification and who did take an oath.

SELLER:
Lauren Nesbitt
(SEAL)

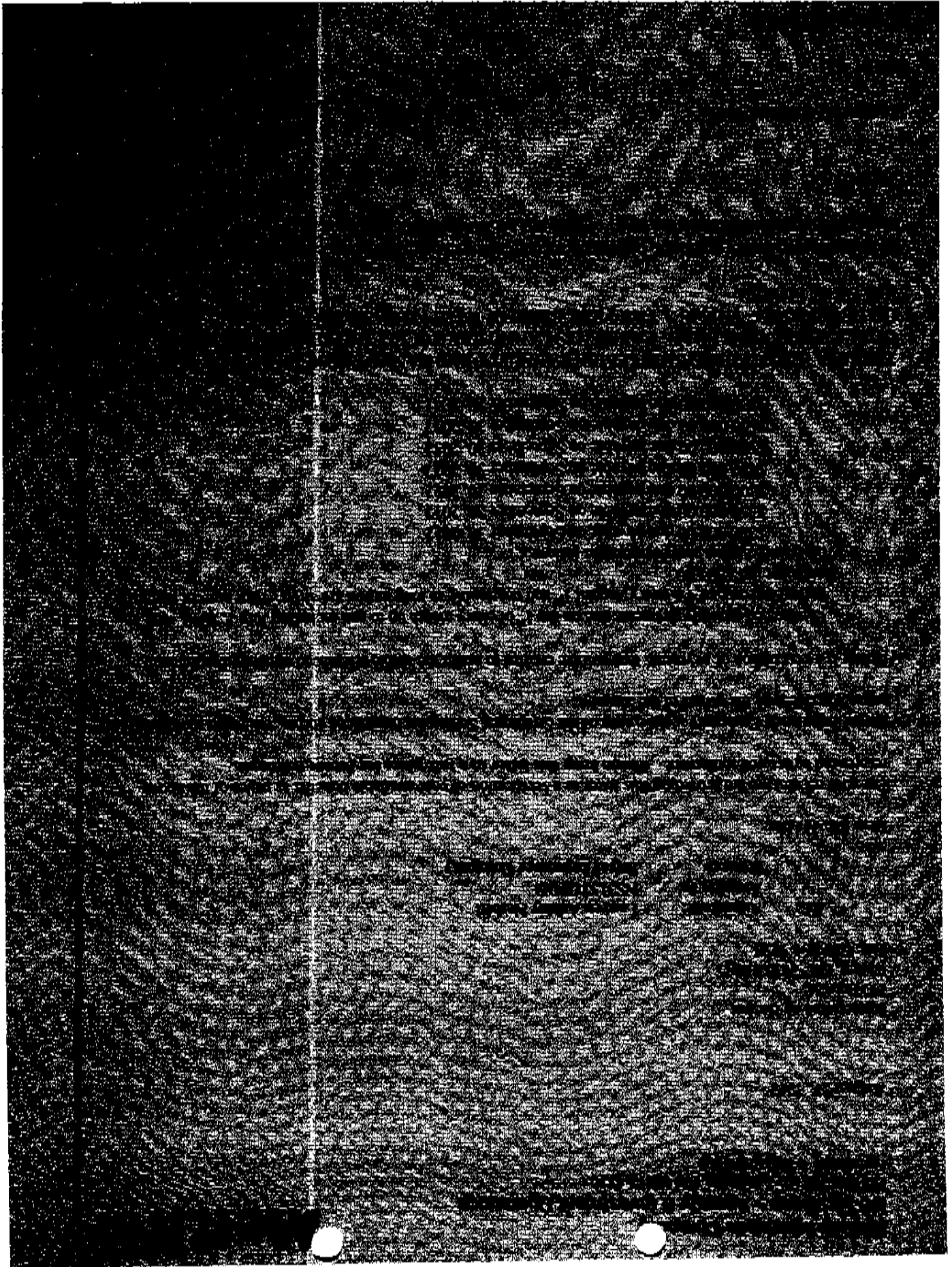
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the date first set forth above

(8) Petition for Approval of Transfer of Structured Settlement Payment Rights

EXHIBIT "B"

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(9) Petition for Approval of Transfer of Structured Settlement Payment Rights

EXHIBIT "C"

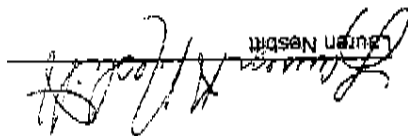
ACKNOWLEDGMENT OF PROFESSIONAL ADVICE

I, Lauren Nesbitt, Seller under that certain Transfer and Assignment Agreement dated on or about September 23, 2014 (the "Transfer Agreement"), hereby acknowledge, confirm, and agree that Seneca One, LLC has advised me, in writing, to seek independent professional advice from an attorney, certified public accountant, actuary, or other licensed adviser regarding the transaction described in the Transfer Agreement.

I acknowledge that: (check one)

I have received professional advice.

I have knowingly and voluntarily decided not to seek any professional advice regarding the transaction with Seneca One, LLC.


Lauren Nesbitt

(10) Petition for Approval of Transfer of Structured Settlement Payment Rights

EXHIBIT "D"

DISCLOSURE STATEMENT

This Disclosure Statement is being provided by Seneca One, LLC ("Purchaser") to Lauren Nesbitt ("Seller"), in connection with Seller's agreement to transfer and assign to Purchaser certain structured settlement payment rights due to Seller. This Disclosure Statement is being provided pursuant to Oklahoma law.

1. Schedule of Payments Transferred:

Seller is transferring all of Seller's right, title and interest in the following payments to Purchaser: Ninety-Six (96) monthly payments in the amount of \$9,579.98 beginning with the payment due on or about August 01, 2018 continuing through and including the payment due on or about July 01, 2026 with a 4% annual increase; Ninety-Six (96) monthly payments in the amount of \$14,180.72 beginning with the payment due on or about August 01, 2028 continuing through and including the payment due on or about July 01, 2036 with a 4% annual increase; One (1) lump sum payment in the amount of \$500,000.00 due on or about September 30, 2037; One (1) lump sum payment in the amount of \$500,000.00 due on or about September 30, 2037;

2. Aggregate Amount of Payments Transferred:

\$3,627,237.59

3. Gross Advance Amount:

\$550,153.57

Seller understands that seller has the right to cancel the transfer agreement, without penalty or further obligation, not later than the third business day after the date the agreement is signed by Seller.

8. Right to Cancel the Transfer Agreement:

The amount of any penalty or liquidated damages, payable to Purchaser by Seller in the event the transfer agreement is breached by Seller shall be ZERO Dollars (\$0.00).

7. Penalty in the Event of Breach of Contract:

The calculation of current value of the transferred structured settlement payments under federal standards for valuing annuities is \$2,583,551.72 using the applicable federal rate of 2.200%.

6. Discounted Present Value of the Transferred Payments:

Seller understands that Seller will receive the Net Advance Amount less (i) any advances made to Seller or on Seller's behalf by Purchaser; and (ii) any amounts necessary to satisfy any outstanding liens, judgments, and credit-based obligations, pursuant to the terms of the transfer agreement.

5. Net Advance Amount: \$550,153.57

Seller will be responsible for the following commissions, fees, expenses, and charges in connection with the closing of this transaction: None \$0.00

4. Transfer Expenses:

9. Independent Professional Advice:
Seller is advised to seek independent professional advice regarding the transfer from an attorney, certified public accountant, actuary or other licensed professional adviser.
10. Acknowledgment of Disclosure Statement:
Seller acknowledges that this disclosure statement was provided at least three days prior to signing the Transfer and Assignment Agreement.

I, Lauren Nesbitt, acknowledge and confirm that I have read this Disclosure Statement and understand the transaction and believe that the terms of the transaction are fair and reasonable and that the transaction is in my best interest.

Lauren Nesbitt
9/20/2014
Date

(11) Petition for Approval of Transfer of Structured Settlement Payment Rights

EXHIBIT "E"

DECLARATION IN SUPPORT OF TRANSFER OF STRUCTURED SETTLEMENT PAYMENTS BY LAUREN NESSBITT

I am over the age of eighteen and have personal knowledge of the facts below, if called as a witness, I would competently testify as follows:

1. I submit this declaration in support of Seneca One, LLC's, Petition for Court Approval for Transfer of Structured Settlement Payment Rights by and between Seneca One, LLC ("Seneca One") and me.

2. I am 27 years old, married, with two minor children. I am a resident of the State of Oklahoma.

3. Pursuant to the Transfer and Assignment Agreement, I have agreed to sell to Seneca One my interest in the following annuity payments, due under a structured settlement: monthly payments each in the amount of \$9,579.98 beginning with the payment due on or about August 01, 2018 continuing through and including the payment due on or about July 01, 2036 with a 4% annual increase; monthly payments each in the amount of \$14,180.72 beginning with the payment due on or about August 01, 2028 continuing through and including the payment due on or about September 30, 2032; a lump sum payment in the amount of \$500,000.00 due on or about September 30, 2037; ("Assigned Payments"). In exchange for the Assigned Payments, I will receive \$550,153.57 from Seneca One. I understand that, by selling my payments now to Seneca One for a lump sum payment, I will receive less money today than if I waited to receive my payments when they come due.

4. I believe it is in my best interest to sell these structured settlement payments to Seneca One for an immediate lump sum payment.

I intend to use the money that I receive from Seneca One to purchase an existing, well established business. I have identified several such a business and have been working with a broker.

5. There are no additional beneficiaries under the annuity policy that would qualify as interested parties to this action entitled to receive notice under Oklahoma law.

6. Seneca One provided me with a written disclosure in accordance with State law. I hereby acknowledge timely receipt of the disclosure and agree to its contents.

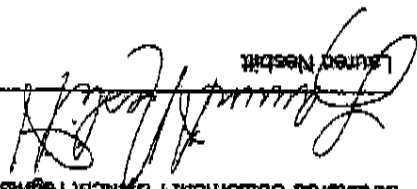
7. I have been advised to seek independent professional advice in connection with the transfer. I hereby waive that advice, as I understand the nature of the transaction and the economic consequences of the transaction.

8. I have reviewed copies of (i) the Transfer and Assignment Agreement and (ii) a copy of the disclosures required by law. I understand the nature and terms of these

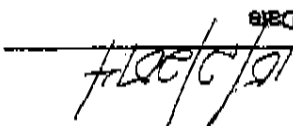
documents and of the transaction, I am entering into the transaction with Seneca One, of my own free will and volition, and without reservation, duress or undue influence.

9. Based on the foregoing, I respectfully request that the Court find that this transfer is in my best interest and grant the Transfer of Structured Settlement Payment Rights as set forth in the Transfer and Assignment Agreement.

I declare under penalty of perjury that this Declaration in Support of Transfer of Structured Settlement Payment Rights is true and correct.



 Laurel Nesbitt



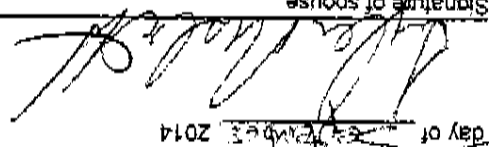
 Date

(12) Petition for Approval of Transfer of Structured Settlement Payment Rights

EXHIBIT "F"

NOTARY PUBLIC STATE OF OK
SHEILA K. BLAKEMORE
Comm. # 02017231
Expires 07-29-2018

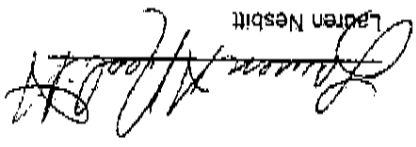
NOTARY Public
My Commission Expires 7-29-2018

Witness my hand and signature on this 26 day of September, 2014

Signature of spouse
Tyler Nesbitt
Then personally appeared the above named _____
and acknowledged the foregoing instrument to be his/hers/their act and deed, before me.

I consent to my spouse entering into the Agreement. I have fully read the Agreement and understand their terms, waive any objection to my spouse's sale of the Assigned Payments as described in the Agreement and consent to such sale. I hereby authorize Seneca One or its agents to pull my credit and to conduct such other searches as may be necessary to underwrite the Agreement. I understand that all such reports will be kept strictly confidential, but may be used by Seneca One, its subsidiaries, affiliates and/or assigns as necessary to complete the intent of the Agreement.

I, Tyler Nesbitt
am the spouse of Lauren Nesbitt who has entered into a Transfer and Assignment Agreement (the "Agreement") dated 9/23/2014 with Seneca One, LLC

IF YOU ARE MARRIED, please have your spouse complete the following information and have your spouse's signature notarized.


Lauren Nesbitt

- 1. Married (if married, please have your spouse's signature notarized below)
- 2. Divorced
- Ex-spouse Name: _____ Divorce Date: _____ Location: _____
- Ex-spouse Name: _____ Divorce Date: _____ Location: _____
- 3. Widowed
- 4. Never married

I, Lauren Nesbitt, hereby certify that I am: (Please check all that apply)

CERTIFICATE OF MARITAL STATUS

(Please attach additional sheets if necessary)

Lauren Nesbit
 Lauren Nesbit
 9/20/2014
 Date

Relationship	Name	Birth Date
Wife	Autumn Skye Marie Nesbit	12/27/03
Wife	Harley Lynn Nesbit	11/19/08

I HAVE DEPENDENTS AND THEIR INFORMATION IS LISTED BELOW.

I HAVE NO DEPENDENTS

Please check one

DEPENDENT'S
 A dependent can be a minor child, spouse, adult child, former spouse, or anyone else that depends upon you for financial support or assistance.