

STATE OF SOUTH CAROLINA

IN THE COURT OF COMMON PLEAS

COUNTY OF CHARLESTON

CASE NO.

Maximum Assignables, LLC

**PETITION FOR
APPROVAL FOR
TRANSFER OF
STRUCTURED
SETTLEMENT PAYMENT
RIGHTS
(Non-Jury Roster)**

Petitioner/Transferee,

-vs-

IN RE: T.W.

The Petitioner/Transferee, hereinafter referred to as Transferee, above named would respectfully show unto this Court:

1. That this petition is filed pursuant to §15-50-10 *et seq.* SC CODE (1976), as amended.
2. That T.W. (hereinafter “Payee”), entered into a structured settlement to resolve a certain personal injury claim or claims.
3. That the structured settlement provides, among other things, that Payee would receive certain periodic payments as compensation for the injuries sustained.
4. That Payee entered a Purchase, Sale and Transfer Agreement on June 6, 2022, whereby she sold, transferred and assigned to Transferee certain rights in the annuity contract purchased for her. (Exhibit 1)
5. That not less than three (3) days prior to Payee entering the agreement with Transferee, the following disclosures were made to Payee by Transferee:
 - a. The transfer would include REDACTED.
 - b. The aggregate amount of the purchased payments would be REDACTED.
 - c. The calculation of current value of the transferred structured settlement payments under federal standards for valuing annuities is REDACTED. The

applicable federal rate used in calculating the discounted present value is 3.6%.

- d. The gross amount payable to Payee is REDACTED as consideration for the transfer.
 - e. 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 transfer, and the Transferee's best estimate of the amount of those expenses.
 - f. Payee will net the sum of REDACTED.
 - g. There are no penalties or liquidated damages if Payee breaches her agreement with Transferee.
 - h. The Payee has the right to cancel the transaction at any time prior to 5:00 p.m. on the 21st day following the later of the execution of the purchase agreement or the date the Payee becomes obligated under the purchase agreement without penalty or further obligation. (Exhibit 2)
- 7. That the structured settlement owner is REDACTED.
 - 8. That the annuity issuer is REDACTED.
 - 9. That the Agreement between Transferee and Payee was negotiated freely and voluntarily by the parties (that Payee was advised of their right to seek the benefit of advice of independent counsel), and that the Agreement complies with the provisions of §15-50-10 *et seq.* SC CODE (1976), as amended. (Exhibit 3)
 - 10. That the transfer herein sought does not contravene any Federal or State statute or the Order of any Court or administrative authority.
 - 11. That the transfer herein sought is in the best interest of the Payee, taking into account the welfare and support of Payee's dependents. (Exhibit 4)

WHEREFORE, having set forth its petition for approval of the purchase by Transferee of the benefits of Payee's structured settlement agreement, Transferee prays that this Court issue its Order approving the Purchase Agreement and granting such other and further relief as the Court may deem just and proper.

CRAWFORD & VON KELLER, LLC

s/ B. Lindsay Crawford, IV, #101707
Theodore von Keller, S.C. Bar No. 5718
B. Lindsay Crawford, III, S.C. Bar No. 6510
B. Lindsay Crawford, IV, S.C. Bar No. 101707
Charley S. FitzSimons, S.C. Bar No. 104326
Post Office Box 4216
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(803) 790-2626
Attorneys for Plaintiff

June 16, 2022
Columbia, SC

PURCHASE, SALE, AND TRANSFER AGREEMENT

This Purchase, Sale, and Transfer Agreement and the Terms Rider attached hereto and incorporated herein (collectively, the "Purchase Agreement.") is a contract between (referred to as "You" or "Your" or "Payee") and MAXIMUM ASSIGNABLES, LLC, its successors and/or assigns, (referred to as "We", "Us", "Our", or "Transferee").

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

1. Agreement to Sell and Buy. Subject to the terms and conditions set forth in this Purchase Agreement, You agree to sell, transfer, deliver and irrevocably assign to Us at Closing Date (defined below), and We agree to buy from You, all of Your rights, title and interest in certain payments arising out of an agreement or order to settle a personal injury or wrongful death claim or lawsuit (the "Settlement Agreement!"), which payments are due under an annuity (the "Periodic Payments"), which is owned by the annuity owner as identified in the attached Terms Rider ("Annuity Owner) and issued by the annuity issuer as identified in the attached Terms Rider ("Annuity Issuer"). Such payments to be transferred by this Purchase Agreement are defined in the attached Terms Riders and referred to as the "Assigned Payments".

2. Closing Date. The closing of the within transaction shall occur on the fifth business day following the date on which the last of the Conditions Precedent set forth below have been satisfied (the "Closing Date").

3. Purchase Price. The purchase price (the "Purchase Price") for the Assigned Payments is set forth in the Terms Rider. You agree to accept the Purchase Price in exchange for the Assigned Payments, at the Closing Date. We agree to pay You the Purchase Price on the Closing Date by wire transfer or check pursuant to Your payment instructions.

4. Adjustment(s) to Purchase Price, Satisfaction of Judgements. You acknowledge and agree that the Purchase Price may be adjusted if necessary, by subtracting an amount equal to the sum of (i) all Assigned. Payments received by You after the date of this Purchase Agreement and prior to the Closing (defined below); plus (ii) any payments and advances made to You or made on Your behalf to a third party at or prior to the Closing Date. Any advances and payments to third parties by Transferee shall be made, if at all, in Transferee's sole and absolute discretion. In the event that any charges, encumbrances, judgments (including, without limitation, any pledges or assignments) liens or other claims against You or the Assigned Payments should arise or be disclosed, then You may be required to satisfy these obligations at or before the Closing Date. You agree that any disbursements for these satisfactions shall be paid from and deducted from the Purchase Price prior to any disbursement to You. In the event that We elect to disburse some or all of the Purchase Price prior to obtaining all reports identifying charges, encumbrances, judgments, liens or other claims, You agree that Transferee, or its assignee(s) may hold back from the disbursement two (2) times the total of such charges, encumbrances, judgments, liens or other claims as reasonably estimated by Us. In such event, You will execute any and all documentation reasonably requested by Us to identify the amounts to be withheld, participate in any conference calls to confirm such amounts due and owing, and consent to such withholding.

5. Holdbacks. We or our assigns, shall in Our discretion, withhold an amount from the Purchase Price equal to the amount of the payments scheduled to be paid within three (3) to six (6) months after the Closing Date, or the amount of the first assigned lump sum payment, until such time as the first payment is received by Us and/or Our assignee. Within five (5) business days after the receipt of the first payment, We and/or Our assignee, shall have the right to retain funds from the amount withheld sufficient to cover any Assigned Payments that were purchased but not received by Us or Our Assignee.

6. Right to Assign. We may elect to assign this Purchase Agreement and/or its right, title, and interest under this Purchase Agreement and to the Assigned Payments to a third-party purchaser (an "Assignee") and may effectuate this assignment by requesting that the court Order name such an Assignee as the recipient of the Assigned Payments.

7. Guaranteed Assigned Payments and Designation of Beneficiary. The guaranteed Assigned Payments are to be paid to Us and/or Our assignee whether or not You are alive on the due date. You hereby acknowledge and understand that Your heirs, successors, beneficiaries, executors, representatives, and/or dependents to the Assigned Payments.

8. You agree to cooperate and execute any documentation provided to you to irrevocably change the beneficiary of the Assigned Payments to Your Estate.

9. Conditions Precedent. The follow conditions precedent ("Condition Precedent") have been inserted for Our benefit and may be waived in whole or in part by Us in writing at any time at Our sole discretion. It shall be a condition precedent to Our obligation to complete the within transaction that at the time of closing on the Closing Date:

- (a) The Assigned Payment shall be free and clear of all claims, liens, mortgages, and encumbrances of any kind or character;
- (b) All necessary final and non-appealable court orders issued by courts of competent jurisdiction shall have been obtained by Us at Our cost and expense with Your cooperation in a form acceptable to Us approving the nature and particulars of the within transaction and directing that the Annuity Issuer recognize the sale and assignment of the Assigned Payments to Us or Our successors and assigns as directed by Us without reduction or set off, receipt by Us of said court order(s), certified to be a true and complete copy by an officer or clerk of the court or filed in the court issuing such order (the "Court Order");
- (c) You have caused to be terminated any UCC financing statement that purports to record a security interest in the Assigned Payments, in favor of any secured party other than Us or our successors and assigns;
- (d) You have provided all documents and information requested by Us;
- (e) You have received a written acknowledgement from the Annuity Issuer or Annuity Owner in a form satisfactory to Us, acting reasonably, confirming that You are entitled to the Assigned Payments in the amount and manner described in the Terms Rider and

acknowledging the Annuity Issuer's or Annuity Owner's agreement to make all of the Assigned Payments to Us or Our named successors and assigns in accordance with this Purchase Agreement and the Terms Rider and as directed precisely in accordance with the Court Order(s);

- (f) We have received the final results of Our Searches (as hereinafter defined), including but not limited to credit, PACER, lien, judgement and other searches; and
- (g) You have performed all of Your obligations under this Agreement.

10. Your Representations, Warranties, and Promises. You represent, promise and warrant to Us the following:

- (a) This Purchase Agreement, when fully executed, will constitute a legal, valid, and binding obligation, enforceable in accordance with its terms and the applicable statute(s);
- (b) You understand that this Purchase Agreement is for a SALE and TRANSFER of Your structured settlement payment(s). This is NOT a loan or other financing transaction;
- (c) You are an adult of sound mind, not acting under duress or the influence of alcohol or other drugs;
- (d) You understand that Court approval and a Court Order is required for this purchase. You agree to fully cooperate with Us and Our agents or representatives to obtain that Court approval;
- (e) You provided all requested information that You have available to Us and signed all documents needed to complete the transaction. Every statement made by You in connection with this transaction is true and complete. To the extent that You are able to retrieve any additional information or documents after this Purchase Agreement is signed by all parties, You agree to provide these items as soon as they are made available to You;
- (f) You have the sole right to receive and sell the Assigned Payments. You own (and are selling and assigning to Us and/or the Assignee) all of the Assigned payments, free and clear of any right, interest, lien, charge, encumbrance, security interest, or other claim of any other person or entity, and when You and Transferee sign this Purchase Agreement, no one other than Us and/or an Assignee shall have any present or future right to the Assigned Payments;
- (g) This Purchase Agreement and proposed transfer does not conflict with any of Your other obligations, legal or otherwise;

- (h) You know of no law, divorce decree, child support order or garnishment, an unsatisfied judgement or lien or other legal obstacle that either: (i) requires you to keep the Assigned Payments for the benefit of a current or former spouse, dependent children, or other person or entity; or (ii) legally prevent You from contracting with Us selling the Assigned Payments or changing the beneficiary under the annuity;
- (i) All of Your applicable child support, alimony, and tax obligations are up to date. If they are not, You understand that any amounts due and owing will be deducted from Your Purchase Price and sent by Us on Your behalf to satisfy these obligations to the relevant agency;
- (j) You have paid all federal, state and local taxes and liens due and owing through and including the date of execution of this Purchase Agreement, or have made or will make arrangements to do so, or, You will use the proceeds from this transaction to satisfy all federal, state and local taxes or liens. You understand that any amounts due and owing will be deducted from Your Purchase Price and sent by Us on Your behalf to the relevant federal, state or local agency;
- (k) The Annuity (including the Assigned Payments) has not been obtained or created in any fashion which would violate any state, federal or local law, and there are no legal or equitable defenses to the payment of said annuity to You;
- (l) With regard to bankruptcy, You represent that: (i) You have never filed for bankruptcy, and will not do so prior to or on the Closing Date, and that there are no lawsuits or efforts by any of Your creditors to put You into bankruptcy or to go after any of Your Periodic Payments; or (ii) If You have filed for Bankruptcy, You authorize Us to contact Your bankruptcy attorney and/or the Bankruptcy Trustee to see if You will be able to sell and transfer any portion of the Periodic Payments while in Bankruptcy; or (iii) If You have filed for bankruptcy, the Assigned Payments were not subject to the claims of Your creditors. You will give us a copy of any of Your bankruptcy documents that We request and authorize Us to conduct a PACER search to confirm the status of the bankruptcy and obtain any of the documents filed in the bankruptcy case;
- (m) You have not entered into this transaction for the purpose of evading creditors;
- (n) You acknowledge that We advised You to obtain independent professional advice concerning the legal, tax and financial implications of this transaction, including independent professional advice to determine whether this transaction will result in any adverse federal and/or state tax consequences. You have not relied Our advice or the advice of Our agents, representatives and/or counsel. We did not provide tax, financial, investment, or legal advice to You about this Purchase Agreement or the transactions contemplated hereby and have advised You that We may not refer You to any specific attorney or other advisor for such purpose;
- (o) You have considered other financial options prior to entering into this Purchase Agreement;

- (p) You have told Us (that neither you nor those who depend on you rely upon the payments you are now selling for food, shelter, medical care, or the other necessities of life;
- (q) You will immediately advise Us in the event You change Your address of residency or telephone number;
- (r) We can rely on Your representations, warranties, and promises in this Purchase Agreement. These representations, warranties, and promises are for Our Benefit and the benefit of any future owners of the Assigned Payments. You understand that our reliance on any intentional misrepresentation by You may result in Our enforcing Our rights against You in court;
- (s) You had ample time to consider the sale of the Assigned Payments,, understand and agree to the terms of this Purchase Agreement, Disclosure Statement and related documents, if any, are of legal contracting age and freely and voluntarily, enter into this Purchase Agreement and agree to all of its terms;
- (t) We may sell, transfer, or assign Our right to the Assigned Payments in a sale, securitization, or other financing transaction ("resale"). Any resale would involve disclosing certain information about You (including Your personal information) to the parties to the resale;
- (u) If You are married, Your spouse understands all of the terms and conditions of this Purchase Agreement including, but not limited to the fact that, after the Closing Date, You (and Your spouse) will not receive the same amount of money on the same payment schedule as You would have received under the annuity. Your spouse has been provided with all information relating to the transaction and has had every opportunity to review the terms of the transaction and to seek any advice relating thereto. Your spouse also understands that he/she will be giving up any property or contract rights that he or she may have in the Assigned Payments;
- (v) Any future owner of the right to the Assigned Payments will have all of the same rights We have, including the right to the duties You owe Us under this Purchase Agreement. This included the right to make a claim against You for violating any of the representations, warranties, or promises you made in the Purchase Agreement;
- (w) Before and after the Closing Date, You will not withdraw cash from, borrow against, or change the Assigned Payments or any related assets including any annuity supporting or funding the Assigned Payments; and
- (x) You give Us permission to conduct background checks on You, including credit checks, judgement searches, lien searches, UCC filings, bankruptcy, child support obligations and criminal background searches.

11. Cancellation. We may cancel this Purchase Agreement before the Closing Date, without further obligations to you if: (i) You default in respect to Your obligations under this Purchase Agreement; (ii) the petition for Court Order is contested, opposed, or not approved with any resulting Court Order is challenged or appealed; (iii) We are sued or threatened with a lawsuit or an arbitration about this Purchase Agreement, the Assigned Payments, the annuity or funding the transfer of the Assigned Payments; (iv) there is any threatened, pending, or final action or change in law or rule challenging the legality of, or negatively affecting this transaction; (v) You file for, or are forced into bankruptcy; (vi) You pass away; (vii) final approval has not been given by the appropriate underwriting department; (viii) a major rating agency downgrades the Annuity Issuer's credit rating; (ix) the Annuity Issuer or Annuity Owner is, or becomes insolvent, or under regulator supervision; or (x) otherwise in accordance with his Purchase Agreement. Additionally, if any of the conditions precedent remain unsatisfied by the Closing Date, then We shall have the sole and absolute right to cancel this Purchase Agreement at any time thereafter without further obligation to You.

12. Access to Documents. You agree to provide us with completed copies of all documents and information related to the annuity, the Settlement Agreement, and the Assigned Payments as well as all related or underlying agreements ("Documents") and other documents necessary to complete the transaction, including but not limited to (i) a copy of the underlying settlement and release agreement and/or order approving the underlying settlement; (ii) the annuity contract(s) and/or updated benefits letter from the Annuity Issuer or Annuity Owner; (iii) the qualified assignment and release, if applicable; (iv) a structured settlement application (to be provided by Us and executed by You); (v) a statement of legal representation; (vi) a W-9 tax form (if applicable); (vii) proof of Your date of birth and other valid government-issued photo identification; (viii) Your most recent federal and state income tax returns (if filed); (ix) proof of Your residence/domiciles; and (x) such other documents and information as We may reasonably request depending on Your surrounding circumstances.

13. Servicing Arrangement. If We are buying only a portion of Your Periodic Payments, this Purchase Agreement will have no effect upon Your rights in the unsold portion. You will continue to receive the unsold portion unless You have already sold or encumbered that portion. However, sometimes the Annuity Issuer, the Annuity Owner, a state statute(s), or a court may require Us to receive the entire amount of Your Periodic Payments for a specific time period. If so, We, or a third party, will then forward the portion of the payment still due to You during that time period, and You hereby agree to this payment servicing arrangement. You understand and agree that We, or our third party servicing agent, shall have seven (7) business days from receipt of the check from the Annuity Issuer or Annuity Owner or other entity, to remit the unassigned portion back to You, and You agree to this servicing arrangement. You will need to advise Us in writing if You would like to receive Your portion of the unassigned Periodic Payments by direct deposit or sent by check via first class mail. You will need to provide us with Your bank information if You choose direct deposit, or You will need to provide us with your address if you choose to receive a check, and promptly notify us of any changes in these details.

14. Limited/Durable Power of Attorney. Some insurance companies may continue to make the Assigned Payments payable in Your name after the transaction is closed. You hereby grant Us or Our successors, assigns or agents, an irrevocable limited power of attorney granting us the right to cash any checks reflecting the Assigned Payments and to deposit the money into Our collection account.

A. You hereby grant to Us and any of Our successors, assigns, agents or designees,

an irrevocable Limited/Durable Power of Attorney with full powers of substitution as Your Attorney-in-Fact, to act in Your name and place regarding the Assigned Payments, including, without limitation, the authority to negotiate, endorse and execute checks, drafts and other instruments in Your name, the power to alter, edit and change payment instructions and/or beneficiary designations and any other act We or any of Our successors or assigns deem necessary to obtain all the benefits contemplated by this transaction and to do all acts and things that You might do regarding the Assigned Payments and any and all rights You have under the Settlement Agreement and annuity with respect to the Assigned Payments, including without limitation, the power to accept, alter, sign, endorse, negotiate and/or transfer without restriction, in Your name and on Your behalf; all checks, drafts, promissory notes, or other instruments, the power to alter, edit and change payment instructions and/or beneficiary designations and any other act which, in our sole discretion as Your Attorney-in-Fact is necessary or expedient for Us or Our successors or assigns to obtain all of the benefits of the transaction contemplated by this Purchase Agreement, and the power to institute, maintain, compromise, settle and terminate any litigation or other proceedings related to the Assigned Payments. You also grant us full powers to execute, in your name, any stipulations, orders, or insurance documents required by the Annuity Issuer or Structured Settlement Obligor.

B. This power of attorney is coupled with an interest and shall be irrevocable until such time We or Our Assignee have received all Assigned Payments to which We or Our Assignee are entitled pursuant to the Purchase Agreement and shall not be affected by Your death or disability.

C. With respect only to any promissory note given to Us by You in connection with this transaction, You grant Us the right to contact any financial institution in which You maintain any funds (a "Bank Account") to enforce the applicable provisions of this Purchase Agreement, such enforcement to be construed as a set-off against any and all obligations owed by You to Us under any promissory note given to Us by You. You authorize Us to record all appropriate UCC financing statements or other lien document.

15. Inspection. We shall have the right to conduct one or more inspections ("Inspections") and searches ("Searches") to enable Us to determine whether there was filed any liens on, judgments against, or any adverse claim against You, the annuity and the Assigned Payments (collectively referred to as "Adverse Claims"). We, in Our sole discretion, shall be entitled to discharge any Adverse Claims prior to or at the time of closing on the Closing Date by paying such amount or amounts necessary to satisfy such Adverse Claims. In such case, the Purchase Price shall be automatically reduced by the amount of any such payments. If an undisclosed Adverse Claim affecting the Assigned Payments arises or is discovered after the Purchase Price is paid to You, You will indemnify Us or Our Assignee and hold Us and Our Assignee harmless from any and all resulting losses, shortfalls, or other encumbrances.

16. Indemnification. You agree to hold harmless, defend and indemnify Us and Our Assignee against all claims, losses, damages, costs or expenses, including attorney fees, which We might incur as a result of any breach or failure of any representation or warranty noted above, or as a result of any breach of any term provision of the Purchase Agreement.

17. Remedies. We may, in addition to any other remedies provided herein or at law, bring action at law or equity to exercise any one or more of the following remedies: (i) enforce performance of the defaulted provision, (ii) recover damages for breach thereof, along with its attorney fees and disbursements and other expenses of enforcing its rights hereunder to the extent disclosed to You in the Disclosure Statement.

18. Entire Agreement. This Purchase Agreement (together with the Disclosure Statement) represents the entire agreement between the parties and replaces all prior arrangements and understandings, oral or written.

19. Counterparts. You and the Transferee may sign this Purchase Agreement in one or more counterparts. Each counterpart will be considered an original. All counterparts will form one Purchase Agreement. A facsimile, PDF, or other electronic copy of the signed Purchase Agreement or any counterpart will be construed as an original and treated as such in any court or arbitration proceeding.

20. Amendments. No provision of the Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

21. No Rule of Construction. The parties acknowledge and agree that no rule of construction shall apply to the Purchase Agreement which construes any language, whether ambiguous, unclear, or otherwise in favor of or against either Us or You.

22. Titles and Headings. Section titles and headings herein are used for convenience only and shall not otherwise affect the provision of the Purchase Agreement nor the interpretation hereof.

23. Severability. Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any such provision shall be prohibited by or be invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Purchase Agreement.

24. Waiver The waiver or modification by a party of performance or breach of any provision of this Purchase Agreement shall not operate or be construed as a waiver of any subsequent or other performance or breach thereof. Failure to enforce any provision of this Purchase Agreement is not a waiver of that provision.

25. Survival of Obligations. The representations, warranties, agreements, acknowledgement, waivers and disclaimers made or contained in the Agreement shall not merge in but survive the Closing Date and the consummation of the transaction contemplated by the Agreement and shall remain in full force and effect until the expiration of any applicable statute of limitations.

26. Governing Law. Except as otherwise required by applicable statutory law, this Purchase Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Your residence as of the date of this fully executed Purchase Agreement.
Your

domicile state is the proper jurisdiction and venue to bring any cause of action arising out of the Purchase Agreement

27. Legal Fees. In the event that a dispute arises between the parties that result in litigation including any appeals, the prevailing party shall be entitled to be fully reimbursed by the unsuccessful party for its/his/her legal costs and other expenses including attorney's fees.

28. Notices. All notices, consents, requests, instructions, approvals, and other communications (collectively called Communications") provided for in the Purchase Agreement or given or made in connection with this transaction shall be made in writing, and shall be delivered by hand (which shall include courier delivery) Certified Mail or Registered Mail (Return Receipt Requested), FedEx, UPS another major overnight delivery service, or by facsimile transmission as follows:

- (a) if to You, to Your Address as provided by You to Us at the time the Purchase Agreement is signed by all parties.
- (b) if to Us: MAXIMUM ASSIGNABLES, LLC

or such other address or facsimile as either party may from time to time notify the other in accordance with this Purchase Agreement. All Communications made or given by delivery in accordance with the foregoing shall be conclusively deemed to have been given at the time of actual delivery, or, if made or given by facsimile transmission, shall be conclusively deemed to have been given at the time of transmittal.

29. Purchase Agreement Binding You and Your Successors. You agree that this Purchase Agreement in its entirety shall be binding upon You, Your heirs, successors, assigns, dependents, and any representatives or agent acting on your behalf.

30. WAIVER OF JURY TRIAL. BOTH PARTIES TO THE PURCHASE AGREEMENT HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INSTITUTED WITH RESPECT TO THE PURCHASE AGREEMENT. WAIVER OF RESTRICTIONS ON ASSIGNING STRUCTURED SETTLEMENT PAYMENT RIGHTS. YOU UNDERSTAND THAT THE SETTLEMENT AGREEMENT, THE ORDER APPROVING THE UNDERLYING SETTLEMENT, THE ANNUITY POLICY AND OTHER UNDERLYING DOCUMENTS REFERENCING THE SETTLEMENT MAY CONTAIN CERTAIN LANGUAGE PURPORTING TO RESTRICT OR PROHIBIT YOUR RIGHT OR POWER TO ASSIGN, TRANSFER, SELL, ACCELERATE, DEFER, INCREASE, OR DECREASE THE STRUCTURED SETTLEMENT PAYMENTS. YOU AGREE, ON BEHALF OF YOURSELF AND YOUR HEIRS, BENEFICIARIES, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND REPRESENTATIVES ("RELEASORS"), TO HEREBY WAIVE AND RELEASE ANY SUCH RESTRICTION OR PROHIBITION. ALSO, YOU AGREE ON BEHALF OF YOURSELF AND THE RELEASORS THAT YOU AND THEY SHALL NOT RAISE, ASSERT, INVOKE, OR CLAIM THAT SUCH STRUCTURED SETTLEMENT PAYMENTS WERE NOT TRANSFERRABLE OR THAT ANY SUCH RESTRICTION OR PROHIBITION RENDERS THIS PURCHASE AGREEMENT, THE COURT ORDER OR ANY TRANSACTIONS CONTEMPLATED HEREBY VOID OR VOIDABLE OR VOID AB INITIO.

31. Contract Date. This Purchase Agreement is dated as of the date of Your signature below. However, if you happen to sign this Purchase Agreement before the number of days stated at the end of Your Disclosure Statement for waiting has passed, You will have no obligation under Your Purchase Agreement until that time has passed.

By signing below, the Parties agree to be bound by all of the terms and conditions of this Purchase Agreement, as of the Contract Date. By signing below, You also acknowledge that We have advised You in writing to seek, and You have had the opportunity to seek, independent legal or other expert advice regarding the legal, financial, and tax consequences of this Purchase Agreement.

IN WITNESS WHEREOF the parties have executed the Agreement

SCHEDULE "A"
TERMS RIDER TO
PURCHASE, SALE, AND TRANSFER AGREEMENT

NAME OF PAYEE:

PAYEE ADDRESS:

South Carolina

NAME OF STRUCTURED SETTLEMENT
OBLIGOR:

NAME OF ANNUITY ISSUER:

ANNUITY POLICY NUMBER:

ASSIGNED PAYMENTS:

PURCHASE PRICE:

**DISCLOSURE STATEMENT
SOUTH CAROLINA**

DATE RECEIVED: June 3, 2022

PAYEE:

This Disclosure Statement is being provided by Maximum Assignables, LLC ("Maximum Assignables" or "Us") to _____ ("Payee" or "You") in connection with Payee's agreement to transfer and assign to Maximum Assignables, LLC certain structured settlement payment rights due Payee.

1. **Schedule of Payments Transferred.** The Payee intends to assign, transfer or sell to Maximum Assignables, LLC all of Payee's rights, title and interest in the following payments:

2. **Aggregate Amount of Payments Transferred.** The aggregate amount of payments to be transferred to Maximum Assignables, LLC totals _____

3. **Discounted Present Value.** The discounted present value of the aggregate payments transferred at 3.6% is _____. The discounted present value is the calculation of current value of the transferred structured settlement payments under federal standards for valuing annuities. **THIS IS NOT THE RATE USED TO CALCULATE THE PURCHASE PRICE.**

4. **Calculation of Discounted Present Value.** The discounted present value of payments shall be calculated as follows: The applicable federal rate used in calculating the discounted present value is 3.6%.

5. **Gross Amount Payable.** In exchange for these payments, the Payee will receive the gross amount of _____. Funding will not occur until everything necessary under the Assignment Agreement has taken place.

6. **Fees and Expenses.** The Payee will be responsible for the following approximate commissions, charges, fees, expenses, and costs in connection with the closing of this transaction:

Legal Fees -	\$	0.00
Processing Fees -	\$	0.00

7. **Net Amount Payable.** The net amount payable to Payee after the deduction of all commissions, fees, costs, expenses and charges described in paragraph 6 of this disclosure is

8. **Right To Cancel.** The Payee shall have the right to cancel the Assignment Agreement, without penalty or further obligation, not later than the 3rd business day, after the Assignment Agreement is signed by the Payee.

9. **Penalty In The Event Of Breach Of Contract.** The amount of any penalty and the aggregate amount of any liquidated damages (inclusive of penalties), payable to Maximum Assignables, by the Payee in the event of the Payee's breach of the transfer agreement are NONE.

10. **Independent Professional Advice.** The Payee understands that Payee should consult with Payee's own attorney, certified public accountant, actuary, or other professional adviser concerning the legal, tax, and financial implications of a transfer of structured settlement payment rights, including the federal and state income tax consequences of a transfer if he/she or the Settlement Obligor/Issuer is domiciled in a State that requires the payee to receive such consultation.

I have read and understand everything set forth in this Disclosure Statement.

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DISCLOSURE STATEMENT

DATE RECEIVED: June 3, 2022

PAYEE:

This Disclosure Statement is being provided by Maximum Assignables, LLC ("Maximum Assignables" or "Us") to ("Payee" or "You") in connection with Payee's agreement to transfer and assign to Maximum Assignables, LLC certain structured settlement payment rights due Payee.

1. **Schedule of Payments Transferred.** The Payee intends to assign, transfer or sell to Barclay Unlimited, LLC all of Payee's rights, title and interest in the following payments:
2. **Aggregate Amount of Payments Transferred.** The aggregate amount of payments to be transferred to Maximum Assignables, LLC totals
3. **Discounted Present Value.** The discounted present value of the aggregate payments transferred at 3.6% is The discounted present value is the calculation of current value of the transferred structured settlement payments under federal standards for valuing annuities. **THIS IS NOT THE RATE USED TO CALCULATE THE PURCHASE PRICE.**
4. **Calculation of Discounted Present Value.** The discounted present value of payments shall be calculated as follows: The applicable federal rate used in calculating the discounted present value is 3.6%.
5. **Gross Amount Payable.** In exchange for these payments, the Payee will receive the gross amount of Funding will not occur until everything necessary under the Assignment Agreement has taken place.

6. **Fees and Expenses.** The Payee will be responsible for the following approximate commissions, charges, fees, expenses, and costs in connection with the closing of this transaction:

Legal Fees -	\$	0.00
Processing Fees -	\$	0.00

7. **Net Amount Payable.** The net amount payable to Payee after the deduction of all commissions, fees, costs, expenses and charges described in paragraph 6 of this disclosure is

8. **Right To Cancel.** The Payee shall have the right to cancel the Assignment Agreement, without penalty or further obligation, not later than the 3rd business day, after the Assignment Agreement is signed by the Payee.

9. **Penalty In The Event Of Breach Of Contract.** The amount of any penalty and the aggregate amount of any liquidated damages (inclusive of penalties), payable to Maximum Assignables, by the Payee in the event of the Payee's breach of the transfer agreement are NONE.

10. **Independent Professional Advice.** The Payee understands that Payee should consult with Payee's own attorney, certified public accountant, actuary, or other professional adviser concerning the legal, tax, and financial implications of a transfer of structured settlement payment rights, including the federal and state income tax consequences of a transfer if he/she or the Settlement Obligor/Issuer is domiciled in a State that requires the payee to receive such consultation.

I have read and understand everything set forth in this Disclosure Statement.

INDEPENDENT PROFESSIONAL ADVICE

I, _____ have been advised by MAXIMUM ASSIGNABLES, LLC ("MAXIMUM ASSIGNABLES"), to seek independent professional advice from a professional such as an attorney, an accountant or financial planner regarding the implications of selling my future rights to annuity payments.

(CHECK ONE OF THE FOLLOWING AS APPROPRIATE)

I have considered this option but I have chosen **NOT** to seek such advice.

-OR-

I have retained the following professional to advise me of the implications of this sale.

Name : _____	Type of Professional:
Phone Number: (____) _____	<input type="checkbox"/> Attorney
Address: _____	<input type="checkbox"/> Certified Public Accountant
	<input type="checkbox"/> Other _____
<i>I verify that that I have consulted with seller and have provided to them Independent Professional Advice regarding their transaction with MAXIMUM ASSIGNABLES, LLC</i>	
_____ <i>Signature</i>	____/____/____ <i>Date</i>



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DEPENDENTS OF

Instructions:

If you have dependents, fill out and sign in Section A,

OR

If you have no dependents, please fill out and sign Section B.

"Dependents" include your spouse and minor children and all other family members and other persons for whom you are legally obligated to provide support, including alimony.

SECTION A

I have dependents as listed below:

Dependent's Name	Relationship	Age	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SECTION B

I have NO dependents:

_____ Date

CERTIFICATE OF MARITAL STATUS

SECTION A

I, _____ hereby certify that I am:

- a. Married
- b. Divorce (if divorced, please return a copy of your divorce decree)
- c. Widowed (if widowed, please return a copy of your spouse's death certificate)
- d. Never married

Dated: _____

SECTION B

Spousal Consent

1. I am the spouse of _____ who has entered into the attached Purchase, Sale, and Transfer Agreement ("Agreement") dated June 6, 2022 with MAXIMUM ASSIGNABLES,LLC.
2. I consent to my spouse entering into the Agreement with MAXIMUM ASSIGNABLES, LLC in accordance with the terms of this Agreement.

Dated: _____

Spouse's Signature

STATE OF _____

COUNTY OF _____

On this ____ day of _____ 2022, before me, the above signed personally appeared before me and produced for identification _____ or is personally known to me to be the person whose name is subscribed to the within instrument and acknowledgment to me that he/she executed it.

- Notary Public