



ATTACHMENT C: STRUCTURED SETTLEMENT OPTION

To be eligible to receive Periodic Payments under the Structured Settlement Option, Claimant must complete and sign this Attachment C, which contains terms specific to the election of the Structured Settlement Option and requires Claimant to supply certain information and documentation regarding the Structured Settlement Option.

To receive Periodic Payments through the Structured Settlement Option, you must fully complete Part I below. IF THIS ATTACHMENT C IS NOT SUBMITTED BY THE DEADLINE DATE ON YOUR ELIGIBILITY NOTICE, OR IF A FULLY COMPLETE PART I AND PART II ARE NOT INCLUDED, YOU WILL ONLY BE ELIGIBLE TO RECEIVE THE AWARD AMOUNT AS A LUMP SUM PAYMENT.

Do not complete Part II below – this must be completed by the Court-approved structured settlement broker you have selected to assist you in electing the Structured Settlement Option.

Do not complete Part III below – this will be completed by the Settlement Trustee (or designee), provided that all requirements of the Structured Settlement Option have been satisfied.

DO NOT SUBMIT THIS ATTACHMENT C DIRECTLY TO THE CLAIMS ADMINISTRATOR – THIS ATTACHMENT C MUST BE SUBMITTED ON YOUR BEHALF BY YOUR COURT-APPROVED STRUCTURED SETTLEMENT BROKER.

PART I: CLAIMANT STRUCTURED SETTLEMENT TERMS, CERTIFICATIONS, INFORMATION AND DOCUMENTATION

1. **Definitions.** For purposes of this Attachment C to the **Individual Release**, the following additional definitions shall apply, and in the case of defined nouns, the singular shall include the plural and vice versa:
 - a. **"Assignee"** means, in the context of the **Structured Settlement Option**, the party assigned the obligation of making **Periodic Payments** to the **Claimant** by the **Settlement Trustee**. The **Assignee** funds this obligation through purchase of **Funding Asset** from an **Issuer**, which may be related to the **Assignee**.
 - b. **"Award Amount"** means the amount listed as the "Award Amount" on the Eligibility Notice sent to **Claimant** as an official communication from the **Claims Administrator** for the **Settlement Program**.
 - c. **"Court"** means the United States District Court for the Eastern District of Louisiana.
 - d. **"Directed Trustee"** means the directed trustee of the **Settlement Trust**.
 - e. **"Funding Asset"** means in the context of the **Structured Settlement Option**, the financial product purchased by the **Assignee** to fund the **Periodic Payments**, which may include



annuities, funding agreements or United States government securities.

- f. **"Issuer"** means, in the context of the **Structured Settlement Option**, the company issuing or serving as custodian of the **Funding Asset** purchased by the **Assignee** to fund the **Periodic Payments**. The **Issuer** and the **Assignee** may be related entities.
- g. **"Periodic Payments"** means, in the context of the **Structured Settlement Option**, the payments made to a **Claimant** over time instead of in a lump sum, such **Periodic Payments** to be funded by the **Structured Settlement Amount**.
- h. **"Released Claims"** shall, in addition to the definition set forth in the **Individual Release**, include, and the release and covenant not to sue described in Paragraph 2 of the **Individual Release** applies to, all claims arising out of, due to, resulting from, or relating in any way to, directly or indirectly, the **Structured Settlement Option**, including, but not limited to, any claims that the **Assignee** has not paid **Claimant** some or all of the **Periodic Payments** due to **Claimant**, any claims related to any actions or omissions of the **Directed Trustee**, the **Settlement Trustee**, the **Settlement Trust** or the other **Released Parties**, any claims regarding the tax, financial or other consequences of selecting the **Structured Settlement Option** to **Claimant**, and any claims regarding the actions or omissions of any **Annuity Issuer**, **Assignee**, or **Court**-approved structured settlement broker.
- i. **"Released Parties"** shall, in addition to the definition set forth in the **Individual Release**, include the **Settlement Trust**, the **Settlement Trustee** and the **Directed Trustee**.
- j. **"Settlement Trustee"** means the trustee of the **Settlement Trust**. The **Settlement Trustee** also serves as the **Claims Administrator**, and any references to the **Settlement Trustee** shall be deemed to include the **Claims Administrator** acting in his capacity as the **Settlement Trustee**.
- k. **"Structured Settlement Amount"** means the portion of the **Award Amount** paid to the **Assignee** by the **Settlement Trustee** on behalf of the **Settlement Trust** pursuant to a **Structured Settlement Option** elected by a **Claimant**.
- l. **"Structured Settlement Option"** means an option pursuant to which the **Settlement Trustee**, on behalf of the **Settlement Trust**, agrees to make **Periodic Payments** to a **Claimant**, conditioned upon the **Settlement Trustee** assigning such obligation to make the **Periodic Payments** to the **Assignee**; upon assignment and payment of the **Structured Settlement Amount** by the **Settlement Trustee** to the **Assignee**, the **Assignee** assumes all liability for the **Periodic Payments** and the **Settlement Trustee**, the **Settlement Trust** and the other **Released Parties** are released from any liability of any kind for the **Periodic Payments** or relating to the **Structured Settlement Option**; the **Assignee** then provides for payment of such **Periodic Payments** through purchase of a **Funding Asset** from an **Issuer**. If a **Claimant** does not elect a **Structured Settlement Option**, or for any portion of the **Award Amount** for which the **Claimant** does not elect a **Structured Settlement Option**, the **Claimant** will receive a lump sum payment directly from the **Settlement Trust** through the **Court**-appointed **Claims Administrator** and the **Settlement Program** in the normal manner in which such payments are issued.

2. **Structured Settlement Option.** **Claimant**, through a **Court**-approved structured settlement



broker, is timely submitting this Attachment C to the **Individual Release** to irrevocably elect the **Structured Settlement Option** to receive all or a portion of Claimant's payment over time in the form of **Periodic Payments** instead of in a lump sum. **Claimant** is required to provide certain information and documentation regarding the **Structured Settlement Option** on this Attachment C; if **Claimant** does not provide complete and accurate information and documentation as required on this Attachment C, **Claimant's** election of the **Structured Settlement Option** will be deemed void and **Claimant** will receive a lump sum payment directly from the **Settlement Trust** through the **Court-appointed Claims Administrator** and the **Settlement Program**. With respect to the **Structured Settlement Option**:

- a. Selection by **Claimant** of the **Structured Settlement Option** shall not increase the payment obligation referred to in Paragraph 2 of the **Individual Release** (with any fees or expenses of the structured settlement broker, **Assignee** or **Issuer** to be payable from the **Structured Settlement Amount**).
- b. The **Assignee** is the sole party to whom the **Settlement Trustee** or the **Settlement Trust** owes the obligation to pay the **Structured Settlement Amount** for all purposes including specifically Section 1.461-1(g)(1)(ii) of the Treasury Regulations (Title 26, Code of Federal Regulations); provided, however, that the **Settlement Trustee** shall have no obligation to pay the **Structured Settlement Amount** to the **Assignee** unless and until the **Settlement Trustee** (or designee) executes this Attachment C. The payment of the **Structured Settlement Amount** by the **Settlement Trust** to the **Assignee** shall fulfill all obligations that any **Released Parties** (including the **Settlement Trustee** and the **Settlement Trust**) have to **Claimant** or any party under the **Settlement** with respect to the **Structured Settlement Amount** or **Claimant's** election of the **Structured Settlement Option**, including any **Periodic Payments** thereunder. **Claimant** shall have no claim with respect to the **Periodic Payments** or relating to the **Structured Settlement Option** (including any other benefits with respect to **Claimant's** election of the **Structured Settlement Option** against any **Released Parties**, including the **Settlement Trustee** and the **Settlement Trust**; the **Settlement Trustee**, the **Settlement Trust** and the other **Released Parties** have no liability or any kind for the **Periodic Payments** or relating to the **Structured Settlement Option**, including arising from or relating to the actions or omissions of any **Issuer**, **Assignee**, or **Court**-approved structured settlement broker.
- c. Upon assignment and payment of the **Structured Settlement Amount** by the **Settlement Trustee** to the **Assignee**, **Claimant** irrevocably gives up any right, under any circumstances, to seek from the **Settlement Trustee**, the **Settlement Trust** or the other **Released Parties**: (1) any further payments with regard to **Claimant's Structured Settlement Option** or **Structured Settlement Amount**, including in any circumstances where, for any reason, **Claimant** fails to receive all the future **Periodic Payments** at any time, (2) any further payments with respect to any action of the **Settlement Trustee**, the **Settlement Trust** or the other **Released Parties**, related to the **Structured Settlement Option**, as well as (3) any further payments regarding any tax, financial or other consequences of the **Structured Settlement Option**.
- d. **Claimant** has sole responsibility for the tax, financial, and other consequences of the **Structured Settlement Option** to **Claimant**, including the decision to elect the **Structured Settlement Option**, and shall have no claim against the **Settlement Trustee**, the **Settlement Trust** or the



other **Released Parties** in the event that **Claimant** fails, for any reason, to obtain the tax, financial or other benefits he, she or it expected to achieve from the **Structured Settlement Option**. No opinion regarding the tax consequences of this **Structured Settlement Option** to **Claimant** has been given or will be given by the **Released Parties**, nor is any representation or warranty in this regard made by virtue of the **Individual Release** (including this Attachment C). **Claimant** must consult his, her or its own tax advisors regarding the tax consequences of the **Structured Settlement Option** and any tax reporting obligations they may have with respect thereto. **Claimant's** tax obligations, and the determination thereof, are his, her, or its sole responsibility, and it is understood that the tax consequences may vary depending on **Claimant's** particular circumstances. The **Released Parties** shall have no liability or responsibility whatsoever for any such tax consequences resulting from payments under the **Structured Settlement Option**. To the extent required by law, payments made from the **Settlement Trust** under the **Individual Release** (including this Attachment C) will be reported to the appropriate authorities.

- e. **Claimant** has consulted with a **Court**-approved structured settlement broker. **Claimant** has sole responsibility for the selection of the **Court**-approved structured settlement broker used to assist **Claimant** in connection the **Structured Settlement Option**, as well as selection of the **Assignee** and the **Issuer**; therefore, the **Settlement Trustee**, the **Settlement Trust** and the other **Released Parties** do not endorse, and shall have no liability to **Claimant** resulting from the selection of such structured settlement broker, **Assignee** or **Issuer** or from the actions or omissions of such structured settlement broker, **Assignee** or **Issuer**. **Claimant** has received full disclosure from the structured settlement broker regarding the offshore status of the **Assignee** and the **Issuer**, as applicable.
- f. **Claimant** understands and agrees that the **Settlement Trustee** will not pay the **Structured Settlement Amount** to the **Assignee** until such time as: (1) all required documents associated with the **Structured Settlement Option** have been properly executed and timely provided by the **Court**-approved structured settlement broker, on behalf of **Claimant**, to the **Settlement Trustee** (including execution of this Attachment C by the **Settlement Trustee** (or designee) on behalf of the **Settlement Trust** in Part III, execution of the certification by a **Court**-approved structured settlement broker on Part II of this Attachment C, and execution of the structured settlement assignment and release form by **Claimant** and **Assignee**), and all such documents must be consistent with, and contain no language inconsistent with, this **Individual Release**, including, without limitation, the provisions of this Attachment C; (2) the Settlement Trustee has received a certification by a **Court**-approved structured settlement broker on Part II of this Attachment C that all such documentation has been properly executed and timely provided to the Settlement Trustee (including execution of the structured settlement assignment and release form by Claimant and Assignee), and that all such documents are consistent with, and contain no language inconsistent with, this Individual Release, including, without limitation, the provisions of this Attachment C; and (3) the Settlement Trustee has verified the accuracy of the information contained in such certification received from the **Court**-approved structured settlement broker.
- g. **Claimant** must personally sign this Attachment C to the **Individual Release**, rather than through an attorney or otherwise. An original signature is required (a photocopy, fax, pdf image or electronic signature is insufficient). In addition to signing, attesting to and vouching for the



- accuracy of the certifications in this Attachment C to the **Individual Release**, **Claimant** agrees to provide required information and documents regarding the **Structured Settlement Option**, which shall be transmitted to the **Settlement Trustee** by the **Court**-approved structured settlement broker.
- h. The **Structured Settlement Option** does not affect the **Claimant's** obligation to pay any attorneys' fees or satisfy any potential attorney-fee liens described in Paragraph 19 of the **Individual Release**. Any payments by the **Settlement Trustee** pursuant to a **Structured Settlement Option** shall be subject to the liens or claims of third parties that the **Settlement Trustee** has found payable pursuant to the procedures of the **Settlement Trust** and any applicable Order of the **Court** relating to such claims or payments. If a lien or claim of third party reduces the **Structured Settlement Amount** paid to **Assignee**, the **Periodic Payments** listed in Attachment C and the assignment and release document will be amended accordingly.
- i. **Claimant** has the right to consult with an attorney of his, her or its choosing regarding the **Structured Settlement Option** before completing this Attachment C.
3. **Claimant** hereby signs to, attests to and vouches for the completeness and accuracy of the certification, information and documentation below:
- a. I elect the **Structured Settlement Option** for all, or a portion of, the total payment obligation referred to in Paragraph 2 of the **Individual Release**, listed as the **Structured Settlement Amount** below, through my timely submission of this Attachment C to the **Individual Release**, and understand that I will receive any remaining portion of the **Award Amount** in the form of a lump sum directly from the **Settlement Trust** through the **Court**-appointed **Claims Administrator** and the **Settlement Program**.
- b. Upon submission of this Attachment C to the **Individual Release**, my election of the **Structured Settlement Option** is irrevocable.
- c. I understand that this **Structured Settlement Option**, including any **Periodic Payments** hereunder, is subject to the terms of the **Individual Release**, including without limitation the provisions of this Attachment C to the **Individual Release**.
- d. I have included all requested information and documentation referenced below in this Part I, and all such information and documentation is complete and accurate.
- e. If I am electing the **Structured Settlement Option** for an **Award Amount** listed on my first **Eligibility Notice**, then I am also submitting my **Individual Release** together with this Attachment C to the **Individual Release**. I further understand that if I have already submitted my **Individual Release** with respect to this **Award Amount** or if I accepted the **Award Amount** in advance of submitting this Attachment C, then I am not eligible to elect the **Structured Settlement Option** for this **Award Amount**.
- f. I understand that the **Settlement Trustee** shall not pay the **Structured Settlement Amount** to



the **Assignee** until such time as the **Individual Release** and this Attachment C to the **Individual Release** are fully executed (including execution of this Attachment C by the **Settlement Trustee** (or designee) on behalf of the **Settlement Trust** in Part III, execution of the certification by a **Court**-approved structured settlement broker on Part II of this Attachment C, and execution of the structured settlement assignment and release form by **Claimant** and **Assignee**), and all required documents associated with the **Structured Settlement Option** contain no language inconsistent with the **Individual Release** and this Attachment C to the **Individual Release**. I further understand that, if I do not fully execute this Attachment C, then I will only be eligible to receive my **Award Amount** as a lump sum payment directly from the **Settlement Trust** through the **Court**-appointed **Claims Administrator** and the **Settlement Program**.

- g. I understand that, assuming that all requirements of this **Structured Settlement Option** have been satisfied:
- (1). The **Settlement Trustee**, on behalf of the **Settlement Trust**, shall assign all liability for the **Periodic Payments** to the **Assignee** by entering into a structured settlement assignment and release with the **Assignee** identified on this Attachment C;
 - (2). The **Assignee** shall fund its liability to make the **Periodic Payments** through purchase of **Funding Asset** from the **Issuer** identified on this Attachment C;
 - (3). The **Assignee**, or a trust established by the **Assignee**, as applicable, shall be the sole owner of the **Funding Asset** purchased from the **Issuer** to fund the **Assignee's** liability to make the **Periodic Payments** and shall have all rights of ownership;
 - (4). The **Assignee**, or the trust established by the **Assignee**, may have **Issuer** mail payments directly to **Claimant**. **Claimant** shall be responsible for maintaining a current mailing address with the **Assignee**. The obligation of the **Assignee** to make each **Periodic Payment** shall be fully discharged upon the mailing of a valid check or electronic funds transfer in the amount of such **Periodic Payment** on or before the due date to the last address on record for **Claimant** with the **Assignee**;
 - (5). Any **Periodic Payment** made after the death of **Claimant** shall be made to such person or entity as shall be designated in writing by **Claimant** to the **Assignee**. If no such person or entity is so designated by **Claimant**, such payments shall be made to the estate of **Claimant**;
 - (6). The **Issuer** shall issue a guarantee, financial commitment or keep well agreement of the **Assignee's** liability to make the **Periodic Payments** to **Claimant** or **Claimant's** beneficiary, which **Periodic Payment** liability is assumed by the **Assignee** through the structured settlement assignment and release; and
 - (7). **Periodic Payments** cannot be accelerated, deferred, increased or decreased by **Claimant**, nor shall **Claimant** have the power to sell or mortgage or encumber same, or any part thereof, nor anticipate the same, or any part hereof, by assignment or otherwise.



- h. I was notified of my right to consult with an attorney of my choosing regarding the **Structured Settlement Option** before completing this Attachment C, and of the requirement that I consult with a **Court**-approved structured settlement broker regarding structured settlements.
- i. The contact information for the **Court**-approved structured settlement broker I have consulted with is listed below (A list of **Court**-approved structured settlement brokers is available at www.deepwaterhorizoneconomicsettlement.com/structuredsettlement.php). This **Court**-approved structured settlement broker assisted me in completing this Attachment C, and has provided the required certification on Part II of this Attachment C (including a certification that **Claimant** has timely and properly elected the **Structured Settlement Option**, that **Claimant** has completed and properly executed all required information and documentation to elect the **Structured Settlement Option**, and all such required information and documentation have been transmitted to the **Claims Administrator**). I authorize this **Court**-approved structured settlement broker, the **Settlement Trustee**, the **Court**-appointed **Claims Administrator** and the **Settlement Program** to use and disclose any information among them as is deemed necessary and/or helpful to process my election of the **Structured Settlement Option** and to any legitimate business purposes associated with administering the settlement facility. I authorize this **Court**-approved structured settlement broker to submit my **Individual Release**, if applicable, and this Attachment C to the **Individual Release** (including all required information and documentation) to the **Claims Administrator**.
- j. The **Court**-approved structured settlement broker provided me with a certification that (1) if the **Claimant** has selected a **Structured Settlement Option** funded by U.S. government obligations, then the U.S. government obligations carry a minimum rating of "A XI" or "Double A", or an equivalent thereof, by credit rating agencies, and the **Issuer** identified on this Attachment C is the custodian of the U.S. government obligations, or (2) if the **Claimant** has not selected a **Structured Settlement Option** funded by U.S. government obligations, then the **Issuer** identified on this Attachment C carries a minimum rating of "A XI" or "Double A", or an equivalent thereof, according to the standard rating practices in the insurance industry. The **Court**-approved structured settlement broker has also disclosed to me the offshore status of the **Assignee** and the **Issuer**, as applicable.
- k. The information regarding my structured settlement is as follows:

Funding of Structured Settlement

- 1. Total Award Amount: \$ _____
- 2. Structured Settlement Amount that will be used to fund your Periodic Payments as part of the Structured Settlement Option: \$ _____
- 3. Amount that you elect to receive now in a lump sum: \$ _____

N.B. The amount listed on Line 1 must equal the total of the amounts listed on Lines 2 and 3 (Line 1 = Line 2 + Line 3).

Court-approved Structured Settlement Broker:

Contact Name

Structured Settlement Broker Entity

Address Line 1

Address Line 2

Email/phone/fax

Assignee:

Contact Name

Entity Name

Address Line 1

Address Line 2

Email/phone/fax

Wiring Instructions

Issuer:

Contact Name

Entity Name

Address Line 1



 Address Line 2

 Email/phone/fax

Periodic Payment Schedule:

Payment Amount

Payment Date

(Insert periodic payment schedule)

The following additional terms apply if, and only if, the Claimant has selected a Structured Settlement Option pursuant to which the Assignee will fund its obligation to make Periodic Payments to the Claimant through the purchase of United States government obligations:

Claimant understands and agrees that the **Periodic Payments** shown above are illustrative and based on the rates of the applicable United States government obligations as of the date of the quote obtained by the **Court**-approved structured settlement broker, and that the value of these United States government obligations fluctuates on a daily basis. Actual **Periodic Payments** to be paid to the **Claimant** pursuant to this **Structured Settlement Option** shall not be fixed until the United States government obligations are purchased by the **Assignee** to fund its obligation to make **Periodic Payments** to the **Claimant**. Claimant understands and agrees that actual **Periodic Payments** pursuant to the **Structured Settlement Option** shall be adjusted either upward or downward based on the value of the United States government obligations purchased, so that the total cost to the **Settlement Trustee** for the **Periodic Payments** pursuant to this **Structured Settlement Option** is equal to the **Structured Settlement Amount**. The **Assignee** shall notify the **Settlement Trustee** and the **Claimant** of the applicable schedule of **Periodic Payments** pursuant to this **Structured Settlement Option** no later than the next business day after the **Assignee's** purchase of the United States government obligations used to fund the **Assignee's** obligations to make **Periodic Payments** to the **Claimant**, and such schedule of **Periodic Payments** shall be deemed incorporated into this Attachment C to the **Individual Release** and the structured settlement assignment and release form attached hereto.

Structured settlement assignment and release form, already executed by Claimant and Assignee, must be attached hereto.



SIGNATURES

Claimant's Name

Claimant's Signature (and Title,
 if Business Entity Claimant)

 Date

Claimant's Spouse's Name,
 if applicable

Claimant's Spouse's Signature,
 if applicable

 Date

PART II: CERTIFICATION BY COURT-APPROVED STRUCTURED SETTLEMENT BROKER

An authorized representative of the **Court**-approved structured settlement broker listed below hereby signs to, attests to and vouches for the completeness and accuracy of the certification below regarding **Claimant's Structured Settlement Option**:

- a. The structured settlement broker of which I am an authorized representative has been approved by the **Court** to assist **Claimants** with respect to the **Structured Settlement Option**, and has complied with all requirements of the **Court** with respect to the **Structured Settlement Option**, including with respect to this **Claimant** on whose behalf this Attachment C to the **Individual Release** is being submitted to the **Claims Administrator**.
- b. The **Court**-approved structured settlement broker of which I am an authorized representative consents to the exclusive jurisdiction of the **Court** with respect to any disputes or proceedings arising out of the **Structured Settlement Option** on this Attachment C, and has obtained written consent from both the **Issuer** and **Assignee** that they also consent to the exclusive jurisdiction of the **Court** with respect to any disputes or proceedings arising out of the **Structured Settlement Option** on this Attachment C.



- c. **Claimant** has timely and properly elected the **Structured Settlement Option**.
- d. **Claimant** has completed and properly executed all documents necessary to effectuate **Claimant's** election of the **Structured Settlement Option**.
- e. The **Court**-approved structured settlement broker of which I am an authorized representative has provided **Claimant** with a certification that (1) if the **Claimant** has selected a **Structured Settlement Option** funded by U.S. government obligations, then the U.S. government obligations carry a minimum rating of "A XI" or "Double A", or an equivalent thereof, by credit rating agencies, and the **Issuer** identified on this Attachment C is the custodian of the U.S. government obligations, or (2) if the **Claimant** has not selected a **Structured Settlement Option** funded by U.S. government obligations, then the **Issuer** identified on this Attachment C carries a minimum rating of "A XI" or "Double A", or an equivalent thereof, according to the standard rating practices in the insurance industry. The **Court**-approved structured settlement broker of which I am an authorized representative has also disclosed to **Claimant** the offshore status of the **Assignee** and the **Issuer**, as applicable.
- f. The **Court**-approved structured settlement broker of which I am an authorized representative is timely transmitting, by no later than the **Deadline Date** on **Claimants' Eligibility Notice**, the **Individual Release** (to the extent applicable), and all completed and properly executed documents necessary to effectuate **Claimant's** election of the **Structured Settlement Option**, and such documents contain no language inconsistent with the **Individual Release** and this Attachment C to the **Individual Release**.
- g. If the **Claimant** has selected a **Structured Settlement Option** pursuant to which the **Assignee** will fund its obligation to make **Periodic Payments** to the **Claimant** through the purchase of United States government obligations, the **Court**-approved structured settlement broker of which I am a representative has informed the **Claimant** that (1) the **Periodic Payments** shown in Part I above are illustrative and based on the rates of the applicable United States government obligations as of the date of the quote obtained by the **Court**-approved structured settlement broker of which I am an authorized representative, and that the value of these United States government obligations fluctuates on a daily basis; (2) actual **Periodic Payments** to be paid to the **Claimant** pursuant to this **Structured Settlement Option** shall not be fixed until the United States government obligations are purchased by the **Assignee** to fund its obligation to make **Periodic Payments** to the **Claimant**; and (3) that actual **Periodic Payments** pursuant to the **Structured Settlement Option** shall be adjusted either upward or downward based on the value of the United States government obligations purchased, so that the total cost to the **Settlement Trustee** for the **Periodic Payments** pursuant to this **Structured Settlement Option** is equal to the **Structured Settlement Amount**.



Court-Approved Structured Settlement Broker Name: _____

Name of Authorized Representative of Court-Approved Structured Settlement Broker	Authorized Representative Signature and Title	Date
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PART III: SETTLEMENT TRUSTEE ACCEPTANCE OF STRUCTURED SETTLEMENT

The **Settlement Trustee** agrees, on behalf of the **Settlement Trust**, to make the **Periodic Payments** described in Part I above to or on behalf of **Claimant** (provided that such **Periodic Payments** shall be adjusted as described in Part I above, if the **Assignee** will fund its obligation to make **Periodic Payments** to or on behalf of the **Claimant** through the purchase of a United States government obligation), conditioned upon the **Settlement Trustee** assigning such obligation to make the **Periodic Payments** to the **Assignee**. With respect to the **Periodic Payments**, the sole obligation of the **Settlement Trustee**, on behalf of the **Settlement Trust**, shall be to pay the **Structured Settlement Amount** to the **Assignee** as consideration of the **Assignee's** assumption of the entire obligation to make the **Periodic Payments** described in Part I above. Upon execution of this Part III, the **Settlement Trustee**, on behalf of the **Settlement Trust**, shall assign the **Settlement Trust's** obligation to make the **Periodic Payments** by executing the structured settlement assignment and release form attached hereto (provided that such assignment and release form must already be executed by both **Claimant** and **Assignee**).

The Settlement Trustee's acceptance of Claimant's Structured Settlement Option is subject to the terms of the Individual Release, including, without limitation, the provisions of this Attachment C to the Individual Release.

Trustee of Settlement Trust (or designee)

Patrick Juneau

By: _____ Date _____
 Patrick Juneau