

At an IAS Part 15 of the Supreme Court of
the State of New York, County of Bronx, at
the Courthouse located at 851 Grand
Concourse, Bronx, NY 10451 on the _____ day
of _____, 2014.

PRESENT: _____

J.S.C.

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ADVANCE FUNDING LLC,

Petitioner,

Index No.: 20842/14E

For Judicial Approval of a Transfer Agreement with
JEREMY ALCANTARA. In Accordance with New York
General Obligations Law §5-1701, et seq.,

ORDER

- against -

JEREMY ALCANTARA,
METROPOLITAN LIFE INSURANCE COMPANY, and
METLIFE TOWER RESOURCES GROUP, INC.,

Respondents.
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THIS MATTER having come before the Court pursuant to the petition of
ADVANCE FUNDING LLC ("Advance Funding"), seeking approval of the transfer of certain
structured settlement payments by JEREMY ALCANTARA ("Payee"), to petitioner Advance
Funding pursuant to the provisions of the "Structured Settlement Protection Act," General
Obligations Law 5-1701 *et seq.*, (the "Transfer") by an Order to Show Cause and Petition;

AND, Respondents Payee, METROPOLITAN LIFE INSURANCE COMPANY
("Issuer") and METLIFE TOWER RESOURCES GROUP, INC. ("Owner") having not opposed
the Transfer,

AND, this Court having considered the Order to Show Cause, Petition and exhibits annexed thereto, including the Purchase Agreement dated January 6, 2014 (the "Transfer Agreement"), the separate New York Disclosure Statement dated December 19, 2013, and the Affidavit of Payee January 26, 2014,

AND this Court having set a return date for hearing the Petition on April 28, 2014,

AND Respondents Issuer and Owner not appearing, and having not opposed the Transfer,

AND this Court having granted the Petition,

NOW, IT IS HEREBY ORDERED AND ADJUDGED, this 23 day of July, 2014, upon consideration of the unopposed petition of Advance Funding, as follows:

1. The transfer of structured settlement proceeds by Jeremy Alcantara ("Payee") to Advance Funding, as described in the Petition in this matter (the "Proposed Transfer"), is approved.

2. The Petition complies with all of the requirements of the NY GEN OBLIG. LAW § 5-1701 (2004), *et seq.*

3. All of the disclosures requirements of NY GEN OBLIG. LAW § 5-1701 (2004), *et seq.* have been complied with, including the receipt by Payee of the separate Disclosure Statement not less than 10 days before the execution of the within transfer agreement.

4. A true and complete copy of the Notice of Petition and the Petition were served on the Owner and the Issuer, and all interested parties pursuant to NY GEN OBLIG. LAW § 5-1705(c)(2004).

5. The Proposed Transfer is in the best interests of Payee and the best interest of Payee's dependents, if any, as defined in NY GEN OBLIG. LAW § 5-1706(b)(2004); and the welfare and support of said dependents will not be adversely affected by the proposed transfer.

6. The Proposed Transfer is fair and reasonable pursuant to NY GEN OBLIG. LAW § 5-1706(b)(2004), including the discount rate used to determine the gross advance amount, and the fees and expenses used to determine the net advance amount.

7. Pursuant to NY GEN OBLIG. LAW § 5-1706(c)(2004), Payee has been advised in writing to seek independent professional advice regarding the Proposed Transfer, and has knowingly waived such advice, in writing.

8. Pursuant to NY GEN OBLIG. LAW § 5-1706(d)(2004), the Proposed Transfer of certain structured settlement payment rights by Payee to Advance Funding does not contravene any Federal or State statute, or the order of any court or responsible administrative or government authority.

9. Pursuant to NY GEN OBLIG. LAW § 5-1706(e)(2004), the transfer agreement is written in plain language in compliance with the provisions of NY GEN OBLIG. LAW § 5-1702(2004), *et seq.*

Based on the foregoing findings and being satisfied that the Proposed Transfer satisfies all applicable statutory requirements,

It is hereby ORDERED that the Petition is GRANTED and APPROVED as follows:

Pursuant to NY GEN OBLIG. LAW § 5-1701(2004), *et seq.*, the assignment by Payee to Advance Funding of all of his right, title, and interest in and to certain payments is hereby APPROVED; and,

It is further, ORDERED that Issuer and Owner are hereby directed, on the dates set forth therein, to deliver and make payable certain payments due under annuity contract No. 8281 (the "Annuity"), as follows:

- 144 monthly payments in the initial amount of \$3,161.00 beginning March 31, 2015 and on the final day of each month thereafter, through and including February 28, 2027, with a 3% annual increase each March 31st beginning March 31, 2016; and one lump sum payment of \$50,000.00 due on or about March 31, 2018

(the "Assigned Payments"). The Assigned Payments shall be delivered to Advance Funding's designated assignee, Hub Business Trust #HUB-V021214D (the "Assignee"), at the following address (the "Designated Address"):

Hub Business Trust #HUB-V021214D
% ASG FBO Hub Business Trust
P.O. Box 13542
Oklahoma City, OK 73113
TIN: xx-xxxxx40

It is further, ORDERED that Advance Funding will deliver Twenty Thousand (\$20,000.00) Dollars to Respondent JEREMY ALCANTARA within ten (10) days of the date hereof and deposit the remainder of the Purchase Price (\$295,000.00) with the Court whereby the further distribution of these proceeds will be released to Respondent JEREMY ALCANTARA subject to further approval and order of this Court.

It is further ORDERED that Advance Funding and the Assignee shall be liable to Issuer and Owner:

- a) If the transfer contravenes the terms of the structured settlement, for any taxes incurred by such parties as a consequence of the Transfer; and

b) For any of their liabilities or costs, including reasonable costs and attorneys' fees, arising from compliance by such parties with this Order or arising as a consequence of Advance Funding and the Assignee's failure to comply with the Act; and

It is further ORDERED that Issuer and Owner's lack of opposition to this matter, or its compliance herewith, shall not constitute evidence in this or any matter, and is not intended to constitute evidence in this or any 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
- (b) other transactions entered into by Advance Funding and/or the Assignee constitute valid sales and/or loans; or
- (c) Issuer and Owner have waived any right in connection with any other litigation or claims; or
- (d) Advance Funding or the Assignee have waived any right other than as expressly set forth in this Order; and

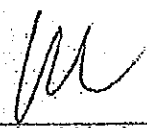
It is further ORDERED, that neither the fact of the entry of this Order, nor any term or action taken hereunder, shall be admissible at any time in any action or proceeding for any purpose, except if required in connection with the enforcement of any party's rights hereunder; and

It is further ORDERED that Issuer and Owner are hereby discharged from all liability for the Assigned Payments, as to all parties except Advance Funding, its successors and/or assigns; and

It is further ORDERED that this Order is entered without prejudice to the rights of Issuer and Owner and the Court makes no finding regarding the enforceability of any anti-assignment provisions contained in the annuity contracts or related documents; and

It is further ORDERED that the death of Payee, prior to or on the due date of the last Term Payment, shall not affect the transfer of the Assigned Payments from Payee to the Assignee, and Payee understands that Payee is giving up the rights, and the right of any heirs and/or successors, to the Assigned Payments; and

It is further ORDERED that this Order is a "Qualified Order" within the meaning of 26 U.S.C. §5891.



Hon. Mary Ann Briganiti-Hughes
Justice of the Supreme Court

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

-----X
ADVANCE FUNDING LLC,

Index No.: 20842/14E

Petitioner,

For Judicial Approval of a Transfer Agreement with
JEREMY ALCANTARA. In Accordance with New York
General Obligations Law §5-1701, et seq.,

- against -

**NOTICE OF
SETTLEMENT OF
PROPOSED ORDER**

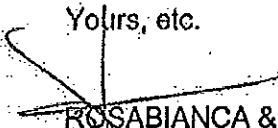
JEREMY ALCANTARA,
METROPOLITAN LIFE INSURANCE COMPANY, and
METLIFE TOWER RESOURCES GROUP, INC.,

Respondents.

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PLEASE TAKE NOTICE that the attached proposed Order shall be
submitted at 9:30 a.m. on July 21, 2014 before the Honorable Mary Ann
Brigantti-Hughes, IAS Part 15, Supreme Court of the State of New York, County
of Bronx, 851 Grand Concourse, Bronx, New York 10451.

Dated: July 7, 2014
New York, New York

Yours, etc.


ROSABIANCA & ASSOCIATES, PLLC
Attorneys for Petitioner
40 Wall Street, 30th Floor
New York, New York 10005
(212) 269-7722

To: Jeremy Alcantara
68 W. 238th Street, Apt. E25
Bronx, NY 10463

MetLife®

Metropolitan Life Insurance Company
200 Park Avenue, New York, NY 10166

Metropolitan Life Insurance Company (herein called MetLife) certifies that it will make the payments described in this certificate.

Group Annuity Contract No.	8281
Certificate No.	87286
Measuring Life	Jeremy Alcantara
Date of Birth of Measuring Life	March 31, 1993
Owner	METLIFE TOWER RESOURCES GROUP, INC.
Annuity Commencement Date	March 16, 2006
Beneficiary (if any)	Primary: Estate Of Jeremy Alcantara Contingent: Not Applicable

NOTICE

This annuity contract has been delivered to the possession of Jeremy Alcantara for the sole purpose of perfecting a lien and security interest of such person in this contract. Jeremy Alcantara is not the owner of, and has no ownership rights in, this contract and may not anticipate, sell, assign, pledge, encumber, or otherwise use this contract as any form of collateral. Please contact the issuer of this contract for further information.

Rights of Owner: The Owner owns the annuity described in this certificate. The Owner will have the right at any time to designate the payee, including the Beneficiary, to whom benefits are payable under the annuity. However, unless the Owner otherwise directs, MetLife will make all payments under the annuity to the person(s) named in the certificate.

In addition, at any time after the death of the Measuring Life, the Owner may direct MetLife to pay, in lieu of any term certain annuity payments described in this certificate, the commuted value of all remaining term certain annuity payments in a single sum to a payee named by the Owner. The commuted value of such annuity payments will be calculated using the same interest rate(s) as that used in determining the purchase price of the annuity.

No such change in payee or terms of payment will be effective until written notice of the change is received by MetLife. However, any change in a Beneficiary designation will take effect as of the date the request was signed but without prejudice to MetLife on account of any payment made by it before receipt of the request. When contacting MetLife the Owner should mention the Contract number and the name and certificate number of the Measuring Life.

Proof of Living: MetLife may require proof that the Measuring Life, the Beneficiary or other payee, as the case may be, is living on the date on which any annuity payment is to be made. If proof is requested, no payment will be made until the proof has been received by MetLife.

Beneficiary: If two or more Beneficiaries are designated and their respective interests are not specified, their interests will be several and equal.

Change or Waiver: No sales representative or other person, except an authorized officer of MetLife, may make or change any certificate or make any binding promises about any certificate on behalf of MetLife. Any amendment, modification or waiver of any provision of this certificate will be in writing and may be made effective on behalf of MetLife only by an authorized officer of MetLife.

Misstatements: If the age or sex of the Measuring Life or any other relevant fact has been misstated, MetLife will not pay a greater amount of annuity than that provided by the actual amount received to purchase the annuity and the correct information. Any overpayment of annuity will, together with interest, be deducted from future annuity payments. Any underpayment of an annuity will, together with interest, be paid immediately upon receipt of the corrected information. The interest rate(s) will be that used in determining the purchase price of the annuity.

Nonassignability; Claims of Creditors: This certificate and the payments provided under it are nonassignable and will be exempt from the claims of creditors to the maximum extent permitted by law.

Payment of Annuity: MetLife will make payments under this certificate as follows:

On and after May 1, 2006 and up to and including May 1, 2010 if the Measuring Life is living, MetLife will pay annual annuity payments to the payee named by the Owner. If the Measuring Life dies before May 1, 2010, and unless the Owner directs otherwise, MetLife will pay to the Beneficiary, up to and including May 1, 2010, the annual annuity payments that are payable after the death of the Measuring Life. The rate of the annual annuity payments is shown in item (1) below.

(1) **Annual Rate of Annuity: \$25,000.00.**

On and after March 31, 2011 and up to and including March 31, 2014 if the Measuring Life is living, MetLife will pay annual annuity payments to the payee named by the Owner. If the Measuring Life dies before March 31, 2014, and unless the Owner directs otherwise, MetLife will pay to the Beneficiary, up to and including March 31, 2014, the annual annuity payments that are payable after the death of the Measuring Life. The rate of the annual annuity payments is shown in item (2) below.

(2) **Annual Rate of Annuity: \$40,000.00.**

On and after March 31, 2015 and while the Measuring Life is living, but in any case up to and including February 31, 2055, MetLife will pay monthly annuity payments to the payee named by the Owner. If the Measuring Life dies before February 31, 2055, and unless the Owner directs otherwise, MetLife will pay to the Beneficiary, up to and including February 31, 2055, the monthly annuity payments that are payable after the death of the Measuring Life. The rate of the monthly annuity payments is shown in item (3) below.

(3) **Monthly Rate of Annuity: \$3,161.00 commencing on March 31, 2015 and increased by 3% every March 31 thereafter.**

MetLife will make the payment(s) shown in item (4) below to the payee named by the Owner. However, if the Measuring Life is not living on the date any such payment(s) is payable, and unless the Owner directs otherwise, MetLife will pay such payment(s) to the Beneficiary.

(4) <u>Date of Payment</u>	<u>Amount of Payment</u>
March 16, 2006	\$25,000.00
March 31, 2018	\$50,000.00



Metropolitan Life Insurance Company
200 Park Avenue, New York, NY 10168

ENDORSEMENT

Notwithstanding any provisions to the contrary, this certificate is hereby endorsed as of its issue date as follows:

This certificate is not assignable. It cannot be transferred, assigned or pledged as collateral for a loan. Payments under this certificate cannot be changed or accelerated and paid before the payment due date.

No annuity payments payable under this certificate are payable in a single-sum, except as provided below:

If MetLife is presented with a court order which is a "qualified order" within the meaning of Section 5091 of the Internal Revenue Code of 1986, as subsequently amended, (the "Code") which orders the commutation of all or a portion of the remaining guaranteed payments to be paid under a structured settlement for which this certificate has been issued as a funding asset, MetLife will pay to a payee named by the owner a commuted payment.

MetLife will calculate the amount of the commuted payment using 95 percent of its annuity purchase rates in effect on the date of the court order, for the same or similar certificates. Only the remaining guaranteed payments will be commuted.

If such annuity rates are not available, the commuted payment will equal the present value of such guaranteed payments, and calculated using the following interest rate: the annual effective yield based on the current 30-year LIBOR swap rate plus 120 basis points (Source: Federal Reserve Statistical Release H.15) at the close of business on the date of the court order. If this date is not a business day, we will use the interest rates reported on the next following business day.

Any remaining portions of such guaranteed payments that are not commuted will be made on their specified due dates.

All requests for a commutation payment will be subject to MetLife's approval which will not be unreasonably withheld.

Metropolitan Life Insurance Company

A handwritten signature in cursive script, reading "Gwenn L. Carr".

Gwenn L. Carr
Senior Vice President and Secretary