

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “Agreement”) is made as of _____, 2014, by the United States Marshals Service (the “USMS”), on behalf of the United States, and _____ (“Purchaser”) (hereinafter referred to jointly as the “Parties” and each a “Party”).

RECITALS

WHEREAS, on December 20, 2013, the U.S. District Court (S.D.Ill.) issued an Order of Finding No Third-Party Interests (Final Order of Forfeiture) in the criminal forfeiture case of United States v. Doyle Cutright, 3:03-cr-30095 (S.D. Ill.), attached hereto as Exhibit A, pursuant to which the defendant, Doyle Cutright, forfeited all of his right, title and interest in:

All funds and rights to payments in the future—except for those funds previously assigned in 2008 to Henderson Receivable Origination, LLC, and in 2011 to Stone Street Capital, LLC—to be paid at any time by (Allstate) Structured Settlement Trust and Allstate Life Insurance Company to or for the benefit of Doyle Cutright or his beneficiaries, including, but not limited to, all funds to be paid at any time to or for the benefit of Doyle Cutright or his beneficiaries, pursuant to the terms of the Qualified Assignment, Release, and Pledge Agreement executed on June 9, 1994, between Associated International Insurance Company, (Allstate) Structured Settlement Trust and Doyle Cutright (the “Structured Settlement Interest”);

WHEREAS, pursuant to 28 C.F.R. § 0.111(i), the USMS may dispose of property forfeited to the United States on behalf of the United States; and

WHEREAS, the USMS desires to sell and the Purchaser desires to purchase the Structured Settlement Interest on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which each of the Parties acknowledges, the Parties agree as follows:

1. Agreement to Purchase. The USMS and the Purchaser agree that the Purchaser will purchase from the USMS the Structured Settlement Interest at an aggregate purchase price equal to \$_____ (the “Purchase Price”). The Purchaser has paid to the USMS a deposit of \$_____ (“Deposit”) and will pay the balance of \$_____ (“Balance”) at Closing, as defined below.
2. Closing.
 - a. Closing Date. Subject to Section 7 of this Agreement, the purchase and sale (the “Closing”) provided for in this Agreement will take place within 7 days of receipt of Court Approval, as defined in Section 6, or at such other date and time as the Parties may otherwise mutually agree, at such place or places as the Parties may mutually agree, and may be effected by electronic or other transmission of

signature pages. Closing will occur at the time and on the date indicated above *provided that* on or prior to that date all conditions set forth in Sections 5 and 6 of this Agreement (other than those conditions that by their nature can only be satisfied at the Closing but subject to the satisfaction or waiver of such conditions) have been satisfied or waived, unless: (i) the parties agree otherwise in writing, (ii) a matter beyond the control of either Party precipitates the delay, or (iii) the Party responsible for the delay can show reasonable cause. The time and date of the Closing is referred to herein as the “Closing Date.” The Closing will be effective as of the close of business on the Closing Date for tax and accounting purposes.

- b. Closing Obligations. At the closing:
 - i. The USMS will deliver to the Purchaser documents sufficient to transfer its right, title, and interest in the Structured Settlement Interest to the Purchaser; and
 - ii. The Purchaser will deliver to the USMS an amount in U.S. dollars equal to the Balance, by wire transfer of immediately available funds.

3. Representations and Warranties of the USMS. The USMS hereby represents and warrants to the Purchaser that:

- a. Power and Authority. Pursuant to 28 C.F.R. § 0.111(i) and the Final Order of Forfeiture, the USMS has the power and authority to enter into this Agreement and to carry out its obligations hereunder.
- b. Authorization of this Agreement. This Agreement has been duly authorized, validly executed, and delivered by the USMS, and assuming due authorization, execution, and delivery of this Agreement by the Purchaser, constitutes a valid and binding obligation of the United States, enforceable against the United States in accordance with its terms.
- c. No Violation or Conflict. To the best of the USMS’s knowledge and belief, the execution, delivery, and performance by the USMS hereof will not violate or conflict with any law or regulation applicable to it, any order or judgment of any court or other agency of government applicable to it, or any of its assets or any contractual restriction binding on or affecting it or any of its assets.
- d. Court Approval. In furtherance of Purchasers application for Court Approval, as defined by Section 6, Seller will provide an Affidavit as to the Transfer of the Structured Settlement Interest, substantially in the form attached hereto as Exhibit B (“Affidavit”). The USMS will further cooperate with the Purchaser to the extent permissible by Federal law and policy to get Court Approval.
- e. No Brokers and Finders. The USMS has not employed any broker, finder, consultant, or intermediary in connection with the transactions contemplated by this Agreement who would be entitled to a broker’s, finder’s, or similar fee or commission in connection therewith or upon the consummation thereof.

4. Representations and Warranties of the Purchaser. The Purchaser hereby represents and warrants to the USMS that:
- a. Power and Authority. The Purchaser has the power and authority to enter into this Agreement and to carry out his, her, or its obligations hereunder.
 - b. Authorization of this Agreement. This Agreement has been duly authorized, validly executed, and delivered by the Purchaser, and assuming due authorization, execution, and delivery of this Agreement by the USMS, constitutes a valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms.
 - c. No Violation or Conflict. To the best of the Purchaser's knowledge and belief, the execution, delivery, and performance by the Purchaser hereof will not violate or conflict with any law or regulation applicable to the Purchaser, any order or judgment of any court or other agency of government applicable to the Purchaser, or any of the Purchaser's assets or any contractual restriction binding on or affecting the Purchaser or any of the Purchaser's assets.
 - d. Court Approval. The Purchaser recognizes that it is the Purchaser's responsibility to apply for any necessary Court Approval, as defined in Section 6, or comply with any requirements under 215 Ill. Com. Stat. 153/1, *et seq.*, or any other law, necessary for the transfer of the Structured Settlement Interest. The Purchaser will make any such application for Court Approval within 10 days of receipt of the Affidavit signed by the USMS.
 - e. Necessary Information. The Purchaser recognizes that the United States acquired the Structured Settlement Interest through federal forfeiture and that, as a result, the USMS may not have complete information regarding the Structured Settlement Interest. Notwithstanding, the Purchaser has received sufficient information to evaluate the Structured Settlement Interest and decide whether to acquire the Structured Settlement Interest. Further, Purchaser recognizes that the USMS made available certain documents to the Purchaser that the USMS received regarding the Structured Settlement Interest and that the USMS makes no representations or warranties as to the accuracy of these documents. The Purchaser has independently investigated the tax consequences of the transaction contemplated by this Agreement and have, through their own legal counsel and financial and accounting counsel, made a decision to enter this Agreement.
 - f. No Brokers and Finders. The Purchaser has not employed any broker, finder, consultant, or intermediary in connection with the transactions contemplated by this Agreement who would be entitled to a broker's, finder's, or similar fee or commission in connection therewith or upon the consummation thereof.
 - g. No Warranties or Representations Made to Purchaser. (i) The Purchaser acknowledges and agrees that neither the USMS nor any other person has made any representations, guarantees, or warranties of any type concerning the financial condition, operations, or future prospects of the Structured Settlement Interest. In addition, the Purchaser acknowledges and agrees that no projection of the future value of the Structured Settlement Interest has been made by the USMS or any

other person. The Purchaser has made an informed decision as to the advisability of the transactions contemplated by this Agreement and is making this purchase for his, her, or its own account.

(ii) The Purchaser agrees and acknowledges that the Structured Settlement Interest is sold “as is, where is” and that there are no representations or warranties, whether express or implied, by the USMS or any other person relating to the Company or the transactions contemplated hereby other than those expressly set forth in this Agreement.

- h. Criminal Case. The Purchaser, and its officers, agents or assigns, is not acting and will not act in concert with Doyle Cutright in the purchase, transfer, or resale of the Structured Settlement Interest.
 - i. Release and Hold Harmless. The Purchaser, for itself and on behalf of any successors or assigns, hereby grants a full and complete release and agrees to hold harmless and forever discharge Seller from and against any and all past, present, or future claims, causes of action, demands or suits, whether legal or equitable, whether known or unknown, which Purchaser or any third party may have or hereafter have, of any type whatsoever related to the Structured Settlement Interest which may have occurred prior to or after the execution of this Agreement or the Closing, other than the obligations contained in this Agreement.
5. Conditions to Closing for the USMS. The obligations of the USMS to effect the transactions contemplated hereby, including without limitation the obligation of the USMS to sell and transfer the Structured Settlement Interest, are subject to fulfillment of the following conditions, which (except for the condition set forth in paragraph (a) below) the USMS may waive at its sole discretion:
- a. The Final Order of Forfeiture which forfeits all right, title and interest in the Structured Settlement Interest to the United States, as outlined in the recitals to this Agreement, must continue to be in full force and effect.
 - b. The representations and warranties of the Purchaser contained in Section 4 must be true and correct on the date hereof and must be true and correct at the Closing Date as if made on such date and at any time between the date hereof and the Closing Date, and the USMS must have received a certificate signed by the Purchaser to such effect.
 - c. The Purchaser must have performed and complied with all obligations required by this Agreement to be performed or complied with by him, her, or it on or before the Closing Date, and the USMS must have received a certificate signed by the Purchaser to such effect.
6. Conditions to Closing for the Purchaser. The obligations of the Purchaser to effect the transactions contemplated hereby, including without limitation the obligation of the Purchaser to pay the Purchase Price, are subject to fulfillment of the following conditions, which the Purchaser may waive at his, her, or its sole discretion:

- a. If Purchaser determines that a court order is necessary to effect the transfer of the Structured Settlement Agreement pursuant to 215 Ill. Com. Stat. 153/1, *et seq.* or any other statute, a judge or properly empowered administrative officer must have issued a legally binding ruling approving of the transfer of the Structured Settlement Payments to the Purchaser (“Court Approval”).
- b. The representations and warranties of the USMS contained in Section 3 must be true and correct on the date hereof and must be true and correct at the Closing Date as if made on such date and at any time between the date hereof and the Closing Date.
- c. The USMS must have performed and complied with all obligations required by this Agreement to be performed or complied with by it on or before the Closing Date.

7. Termination.

- a. Termination Events. Subject to Section 7(b) of this Agreement, by notice given prior to or at the Closing, this Agreement may be terminated as follows:
 - i. by the mutual written consent of the USMS and the Purchaser;
 - ii. by the Purchaser if a material breach of any provision of this Agreement has been committed by the USMS;
 - iii. by the USMS if a material breach of any provision of this Agreement has been committed by the Purchaser;
 - iv. by Purchaser if satisfaction of any condition in Section 5 by August 1, 2015, or such later date as the parties may agree upon, (the “End Date”) becomes impossible (other than through the failure of the Purchaser to comply with its obligations under this Agreement);
 - v. by the USMS if satisfaction of any condition in Section 6 by the End Date becomes impossible (other than through the failure of the USMS to comply with its obligations under this Agreement);
 - vi. by Purchaser if the Closing has not occurred on or before the End Date, unless Purchaser is in material breach of this Agreement;
 - vii. by the USMS if the Closing has not occurred on or before the End Date, unless the USMS is in material breach of this Agreement; or
 - viii. by the Purchaser if Court Approval is denied, provided that Purchaser made a timely and complete application for Court Approval and made timely and complete responses to any requests for additional information from the court of application.
- b. Effect of Termination.
 - i. Each Party’s right of termination under Section 7(a) is in addition to any other right it may have under this Agreement or otherwise, and the exercise of a Party’s right of termination will not constitute an election of remedies. If this Agreement is terminated pursuant to Section 7(a), this

Agreement will be of no further force or effect; provided, however, that (i) this Section 7(b) and Sections 9, 10, 11, 12, 13, 15, 16, 17, 18, and 20 will survive the termination of this Agreement and will remain in full force and effect, and (ii) the termination of this Agreement will not relieve any Party from any liability for any breach of this Agreement occurring prior to termination.

- ii. If this Agreement is terminated under sections 7(a)(i), 7(a)(ii), 7(a)(v), 7(a)(vi), and 7(a)(viii) the Purchaser will be entitled to the return of the Deposit. If this Agreement is terminated under any other section of this Agreement, the USMS will be entitled to retain the Deposit.

8. Survival of Representations and Warranties. All representations and warranties made by the Parties herein shall survive the execution of this Agreement, the delivery to the Purchaser of the Structured Settlement Interest, and the payment therefor.
9. Fees, Expenses, and Tax Liability. Whether or not this Agreement and the transactions contemplated hereby are consummated, all costs and expenses (including legal and financial advisory fees and expenses) and all tax liability, if any, incurred in connection with, or in anticipation of, this Agreement and/or the transactions contemplated hereby must be paid by the Party incurring such costs, expenses, and/or tax liability.
10. Governing Law. The enforcement, interpretation, and construction of this Agreement, and all matters relating hereto, will be governed by federal law, and in the event that federal law is silent or inapplicable, and as federal law permits, the laws of the State of Illinois will apply, without giving effect to the conflict of laws principles thereof.
11. Waiver. The failure of any Party at any time or times to require performance of any provision hereof will in no manner affect the right of such Party at a later time to enforce the same or any other provision of this Agreement. No waiver of any condition or of the breach of any term contained in this Agreement in one or more instances may be deemed to be or construed as a further or continuing waiver of such condition or breach or a waiver of any other condition or of the breach of any other term of this Agreement.
12. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision will be interpreted to be only so broad as is enforceable.
13. Headings. The headings contained in this Agreement are for reference purposes only and are not part of this Agreement.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

15. Notices. All notices or other communications that are required or permitted hereunder must be in writing and will be sufficient if delivered by registered or certified mail, postage pre-paid, or by courier or overnight carrier, to the persons at the addresses set forth below, and will be deemed to have been delivered as of the date so delivered or refused:

If to the Purchaser:

Address: _____

Phone: _____

Fax: _____

Email: _____

If to the USMS:

Complex Assets Unit,
Asset Forfeiture Division
United States Marshals Service
2604 Jefferson Davis Highway
Alexandria, VA 22304

16. Entire Agreement. Except as otherwise expressly provided herein, this Agreement constitutes the entire agreement between the Parties with respect to the transactions contemplated hereunder and supersedes all prior arrangements or understandings with respect thereto, written or oral.

17. No Assignment. Neither this Agreement nor any of the rights, interests, or obligations hereunder may be assigned by either Party hereto (whether by operation of law or otherwise) without the prior written consent of the other Party.

18. No Third Party Beneficiaries. Except as provided elsewhere in this Agreement, no one will be deemed a third party or other beneficiary of this Agreement, or will have any right or other entitlement in connection with any provision of this Agreement or seek any remedy, or right or entitlement in connection with this Agreement.

19. Further Assurances. Upon the terms and subject to the conditions set forth in this Agreement, the Parties will use their respective best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Party in doing, all things necessary, proper or advisable to consummate and make effective, as soon as practicable, the transactions contemplated by this Agreement, including but not limited to executing and delivering all documents necessary to the consummation of this Agreement.

20. Interpretation. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or

burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provisions of this Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date and year first written above:

PURCHASER: _____

UNITED STATES MARSHALS SERVICE

By:
Title:

By:
Title:

EXHIBIT A
FINAL ORDER OF FORFEITURE

EXHIBIT B
AFFIDAVIT AS TO TRANSFER OF STRUCTURED SETTLEMENT INTEREST

I, on behalf of the United States Marshals Service (“USMS”), on behalf of the United States of America, being duly sworn, depose and say:

1. Pursuant to the Order of Finding No Third-Party Interests (Final Order of Forfeiture), issued on December 20, 2013, in the criminal forfeiture case of United States v. Doyle Cutright, 3:03-cr-30095 (S.D. Ill.), the United States is the sole holder of all right title and interest in:

All funds and rights to payments in the future—except for those funds previously assigned in 2008 to Henderson Receivable Origination, LLC, and in 2011 to Stone Street Capital, LLC—to be paid at any time by (Allstate) Structured Settlement Trust and Allstate Life Insurance Company to or for the benefit of Doyle Cutright or his beneficiaries, including, but not limited to, all funds to be paid at any time to or for the benefit of Doyle Cutright or his beneficiaries, pursuant to the terms of the Qualified Assignment, Release, and Pledge Agreement executed on June 9, 1994, between Associated International Insurance Company, (Allstate) Structured Settlement Trust and Doyle Cutright (the “Structured Settlement Interest”);

2. Pursuant to 28 C.F.R. § 0.111(i), the USMS may dispose of property forfeited to the United States on behalf of the United States;

3. Pursuant to the Purchase and Sale Agreement, dated _____, 2014, by and between the USMS and _____ (“Purchaser”), the USMS agreed to sell and transfer to Purchaser the Structured Settlement Interest.

4. The USMS has never endorsed, delivered, transferred, assigned, or otherwise disposed of such Structured Settlement Interest.

5. The USMS has received advice from its legal counsel regarding the transaction contemplated by the Purchase and Sale Agreement.

6. The USMS understands that this Affidavit may be submitted for use in the court approval by Purchaser to seek approval of the transfer of the Structured Settlement Interest to Purchaser.

Dated: _____, 2014

SELLER:

UNITED STATES MARSHALS SERVICE, by
and on behalf of the **UNITED STATES OF
AMERICA**

By:
Title:

SWORN to and subscribed before me this ____ of _____ 20__.

Notary Public

My Commission Expires: _____