

MASTER AGREEMENT FOR TERTIARY TRANSACTIONS

FORM OF TRIPARTITE ENTITLEMENT ORDER

Date: _____

To: [SI], as Securities Intermediary
[Address1]
[Address2]
Attention: _____ E-mail: _____

Re: Transfer of Interests in Conveyed Policies

Ladies and Gentlemen:

Reference is hereby made to (a) the [Securities Account Control Agreement], dated as of _____ (the “**Seller’s Agreement**”), by and between _____, a _____ (the “**Seller**”), and _____, a [national banking association], as Securities Intermediary for the Seller (in such capacity and not in its individual capacity, the “**Seller’s Securities Intermediary**”) and (b) the [Securities Account Control Agreement], dated as of _____ (the “**Purchaser’s Agreement**”), by and between _____, a _____ (the “**Purchaser**”) and _____, a [national banking association], as Securities Intermediary for the Purchaser (in such capacity and not in its individual capacity, the “**Purchaser’s Securities Intermediary**”).

In consideration of the transfers and payments described below, the undersigned Purchaser and Seller, as parties to this Tripartite Entitlement Order (the “**Tripartite Entitlement Order**”), hereby agree as follows:

1. The Seller hereby irrevocably directs the Seller’s Securities Intermediary to transfer the security entitlements (as defined in Section 8-102(a)(17) of the UCC) carried in the Seller’s [Securities Account] (as defined in the Seller’s Agreement) (the “**Seller’s Securities Account**”) with respect to the life insurance policies identified on Schedule I attached hereto and any proceeds thereof (the “**Financial Assets**”) on the date hereof to the Purchaser by debiting the Seller’s Securities Account and crediting such Financial Assets to the Purchaser’s [Securities Account [as defined in the Purchaser’s Agreement / identified below] (the “**Purchaser’s Securities Account**”):

Account #:

Reference:

2. The Purchaser hereby directs the Purchaser's Securities Intermediary (i) concurrently with the Seller's Securities Intermediary's debiting of the Financial Assets according hereto, using immediately available funds on deposit in the [] Account (as defined in the Purchaser's Agreement) to make the disbursement of the "Total Purchase Price" identified on Schedule I hereto to the account set forth on Schedule I, and (ii) to hold the Financial Assets transferred into the Purchaser's Securities Account as contemplated in paragraph 1 above in the Purchaser's Securities Account in accordance with the Purchaser's Agreement.

3. Each of the Purchaser and the Seller hereby agrees that, upon the disbursement of funds by the Purchaser's Securities Intermediary in accordance with the Disbursement Schedule attached hereto as Schedule I, and the concurrent crediting by the Purchaser's Securities Intermediary to the Purchaser's Securities Account (as defined in the Purchaser's Agreement) of the securities entitlements relating to the indicated Financial Assets, all parties to this Tripartite Entitlement Order have satisfied all obligations with respect to the transfers of Financial Assets hereunder.

It is expressly understood and agreed by the parties hereto and any person relying hereon that (i) this Tripartite Entitlement Order is executed by _____, not in its individual capacity but solely as Seller's Securities Intermediary and Purchaser's Securities Intermediary, (ii) under no circumstances shall _____ be personally liable to the parties hereto or any person relying hereon for the payment of any fees, indebtedness or expenses arising under or in connection with this Tripartite Entitlement Order or otherwise, and (iii) _____ shall enjoy all of the rights, protections, indemnities and immunities given to it as Seller's Securities Intermediary and Purchaser's Securities Intermediary under the Seller's Agreement and the Purchaser's Agreement, all of which rights, protections, indemnities and immunities are incorporated by reference herein for the benefit of _____, *mutatis mutandis*. Each of the Seller and the Purchaser acknowledges and agrees that neither the Seller's Securities Intermediary nor the Purchaser's Securities Intermediary shall: (i) be deemed to have any notice, and shall not be bound by any of the terms or conditions, of any other document or agreement executed or delivered in connection with, or intended to control any part of, the transactions anticipated by or referred to in this Tripartite Entitlement Order, unless the Seller's Securities Intermediary or the Purchaser's Securities Intermediary is a signatory party to that document or agreement in such capacity, and (ii) have any duty or obligation to confirm or make any determination regarding any amount or account set forth on Schedule I hereto, other than to hereby confirm that it has made, or will make, the disbursement of the "Total Purchase Price" identified on Schedule I hereto to the account set forth therein. The Seller and the Purchaser further agree that this Tripartite Entitlement Order may be conclusively relied upon by the Seller's Securities Intermediary and the Purchaser's Securities Intermediary, notwithstanding any requirement in the Seller's Agreement or the Purchaser's Agreement that any particular form of entitlement order be used for the purposes of transferring financial assets thereunder. The Seller acknowledges and agrees that the Purchaser's Securities Intermediary does not hereby assume or undertake any duty or obligation to the Seller. The Purchaser acknowledges and agrees that the Seller's Securities Intermediary does not hereby assume or undertake any duty or obligation to the Purchaser.

Notwithstanding anything to the contrary contained herein or in any agreement between the Purchaser and the Seller, each of the Purchaser and the Seller agrees that if an action to be taken or as to any other matter arising out of or relating to any agreement between the Seller and the Purchaser or this Tripartite Entitlement Order or any of the transactions contemplated thereby or hereby, the Purchaser's Securities Intermediary or the Seller's Securities Intermediary, as applicable, may choose to defer distribution of the funds or transfer of the Financial Assets which are the subject of dispute; provided, however, that each of the Purchaser's Securities Intermediary and the Seller's Securities Intermediary shall be permitted, at the joint and several expense (including reasonable attorneys' fees and costs) of the Purchaser and the Seller, to interplead all of such funds and Financial Assets into a court of competent jurisdiction, and thereafter be fully relieved from any and all liability or obligation with respect to such interpleaded funds and Financial Assets. The Purchaser and the Seller further agree to pursue any redress or recourse in connection with such a dispute, without making the Purchaser's Securities Intermediary or the Seller's Securities Intermediary a party to the same.

THIS TRIPARTITE ENTITLEMENT ORDER SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICTS OF LAWS PROVISIONS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW), AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE SIGNATORIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

[Signature page follows.]

IN WITNESS WHEREOF, the undersigned have caused this Tripartite Entitlement Order to be executed by their duly authorized officers as of the date initially set forth above.

_____, as Seller

By: _____
Name:
Title:

_____, as Purchaser

By: _____
Name:
Title:

Acknowledged and Accepted:

[SI],
not in its individual capacity but solely as
Seller's Securities Intermediary

By: _____
Name:
Title:

[SI],
not in its individual capacity but solely as
Purchaser's Securities Intermediary

By: _____
Name:
Title:

SCHEDULE I

Disbursement Schedule

The Purchaser’s Securities Intermediary, not in its individual capacity, but solely as Purchaser’s Securities Intermediary pursuant to the Purchaser’s Agreement, is directed to disburse the “Settlement Date Purchase Price” set forth below to the account set forth below pursuant to the Tripartite Entitlement Order to which this Disbursement Schedule is attached, and by executing such Tripartite Entitlement Order, confirms to the Seller and the Purchaser that it has made, or will within one (1) Business Day of its receipt of such Tripartite Entitlement Order make, such disbursement in satisfaction of the directions of the Purchaser pursuant to such Tripartite Entitlement Order:

Total Number of Policies:

Total Purchase Price:

Insured	Policy No.	Carrier	Death Benefit	Settlement Date Purchase Price

Payment Instructions:

Bank Name:

Routing/Transit Number:

Credit to the Account of:

Account Number: