

REPRESENTATION AND ACKNOWLEDGEMENT STATEMENT

Recitals:

A Purchase and Sale agreement has been entered into by and between _____ ("Buyer") and _____ ("Seller") effective _____ ("P&S Agreement"). Under such P&S Agreement, the Buyer will make certain future periodic payments intended to qualify for Installment Sale treatment as defined in Internal Revenue Code section 453.

The Buyer proposes to enter into an assignment agreement ("Assignment Agreement") with MetLife Assignment Company, Inc. ("MACI" or "Assignee") to effect an assignment of the Buyer's obligations to make Periodic Payments (as defined in Addendum No. _____ of the P&S Agreement) due to the Seller under the P&S Agreement.

The parties to this Representation and Acknowledgment Statement make the following representations:

Seller Represents:

- The Seller is eligible to report the sale transaction on the installment method pursuant to section 453 of the Internal Revenue Code.
- The terms of the P&S Agreement for which installment sale treatment is to apply do not include any of the following:
 1. Disposition of inventory,
 2. Dealer disposition of real and personal property with certain exceptions as provided in Internal Revenue Code section 453,
 3. Disposition of stock and securities traded on an established market,
 4. Portion of the gain attributable to depreciation recapture taken on real or personal property, or
 5. Disposition of depreciable property between related persons with certain exceptions as provided in Internal Revenue Code Section 453.
- The Seller has consulted with his or her legal and tax advisors regarding any legal or tax consequences with respect to Buyer's Assignment Agreement and does not object to such Assignment Agreement.
- Seller understands that MACI and Metropolitan Tower Life Insurance Company do not provide tax advice and cannot guarantee tax results.

Buyer Represents:

- The Buyer has consulted with his or her legal and tax advisors regarding any legal or tax consequences with respect to entering into an Assignment Agreement.
- The Buyer's attorney has completely explained the terms of the Assignment Agreement to the Buyer.
- The Buyer has read the Assignment Agreement and fully understands, and voluntarily accepts, the terms of the Assignment Agreement.
- Buyer understands that MACI and Metropolitan Tower Life Insurance Company do not provide tax advice and cannot guarantee tax results.

Buyer and Seller Represent:

- The terms of the P&S Agreement, Assignment Agreement and this Representation and Acknowledgement Statement have been completely read and explained to the Buyer and Seller by his/her attorneys and are fully understood and voluntarily accepted by the Buyer and Seller.
- Buyer and Seller acknowledge and agree that MACI will rely on this Representation and Acknowledgment Statement in the event MACI agrees to assume the Buyer's obligation to make any of the Periodic Payments due to the Seller under the P&S Agreement.
- In the event that an assignment is made, Buyer and Seller agree that the Assignee shall only be responsible for assuming the payment obligations, purchasing an annuity from Metropolitan Tower Life Insurance Company "Insurer", and ensuring that Periodic Payments are made pursuant to the terms of the Assignment Agreement. Buyer and Seller agree that Assignee will not be held liable for any action related to the items or assets that have been conveyed from the Seller to the Buyer under the P&S Agreement.
- Buyer and Seller also agree that Insurer is solely responsible for tendering Periodic Payments pursuant to the terms of the Assignment Agreement. Buyer and Seller agree that Insurer will not be held liable for any action related to the items or assets that have been conveyed from the Seller to the Buyer under the P&S Agreement.
- Buyer and Seller agree to indemnify and hold harmless the Assignee and Insurer, their parents, affiliates, predecessors, successors and assigns, and their respective past and present officers, directors, employees, agents, and attorneys whether as individuals or in their official capacity, from all obligations, claims, complaints, costs, expenses, losses, judgments, damage amounts, debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, attorney's fees, and all claims and liabilities of every nature, including any and all claims relating to the items or assets that have been conveyed under the P&S Agreement, other than MACI and Insurer's obligations to tender Periodic Payments.

This Representation and Acknowledgement Statement is made, entered into and effective as of _____.

Buyer: _____

Seller: _____

By: _____

By: _____

Title: _____

Title: _____