

Representation and Acknowledgement Statement

Recitals:

An Installment Sale Agreement (“Agreement”) has been entered into by and between _____ (“Buyer”) and _____ (“Seller”) effective _____. The Buyer has entered into an arrangement with Seller that provides for the Buyer to 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 with Structured Assignments, Inc. (“SAI”) to effect an assignment of the Buyer’s liability to make Periodic Payments due the Seller under the 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 Installment Sale Agreement 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.

Buyer and Seller Represent:

- The Buyer and the Seller (“the Parties”) acknowledge that they have been advised to seek independent counsel concerning the legal and tax consequences of the Agreement and the Assignment of Obligation, and have either done so or have made a conscious decision not to do so. The Parties further represent that they understand the terms of both the Agreement and the Assignment of Obligation.
- The Parties have either sought legal counsel concerning this Representation and Acknowledgment Statement, or have made a conscious decision not to do so. The Parties further represent that they fully understand and voluntarily accept the terms of this Representation and Acknowledgment Statement.
- The Parties further acknowledge that they have received no tax or legal advice from SAI, Midwest Trust Company or Platinum Insurance Marketing or from any agent, broker or producer authorized to solicit sales of such products.
- The Buyer and the Seller acknowledge and agree that SAI will rely on this Representation and Acknowledgment Statement in the event SAI agrees to assume the Buyer’s obligation to make any of the periodic payments due the Seller under the Agreement.

Buyer

Date

Seller

Date