**SYNDICATE AGREEMENT**

**THIS AGREEMENT** is made on the date set out Item 1 in the Schedule.

**PARTIES**

The parties set out in Item 1 of the Schedule.

**BACKGROUND**

The parties intend purchase Investment Contracts based upon US life settlements (but not as partners). Investment contracts may be based upon fractional interests of US life policies. The parties agree to operate separate Investment Contracts but wish to join for mutual convenience and in order to gain access to life policies with higher values and to acquire pre-emptive rights in respect to each others Investment Contracts.

1. **Syndicate**

**Investment Contracts**

1.1 The Parties will hold any Investment Contracts subject to the terms of this Syndicate Agreement.

**No joint expenses or receipts**

1.2 The Syndicate shall not jointly hold any funds for expenses nor shall there be any joint receipt of investment proceeds. It is expressly agreed by each party that they are responsible for any initial and ongoing expenses of their respective Investment Contracts and any expenses in respect to the Syndicate.

**Options**

1.3 Should any party wish to sell an Investment Contract, the other parties to this agreement shall have first right of to purchase that Investment Contract, on terms that may be negotiated between them. The vendor of an Investment Contract may only offer the Investment Contract for sale outside the Syndicate, if they are unable to reach agreement for sale within 30 days of the Investment Contract being offered for sale.

**Syndicate Assets**

1.4 The Syndicate shall hold no assets.

2. **Term**

**Term**

2.1 The Term of this Syndicate will expire upon the expiry of the last Investment Contract.

**Membership**

2.2 A Party’s membership of the Syndicate will terminate if they have no current Investment Contracts

**Termination**

2.3 This Agreement will otherwise terminate according to the terms of this Agreement or by mutual agreement in writing.

**Breach**

2.4 Should the provisions of this agreement in regard to number of members and initial value of investment be breached the syndicate shall be forthwith terminated.

3. **Name**

**Syndicate Name**

3.1 The Syndicate will be known as the name set out in Item 3 of Schedule.

**No Partnership**

3.2 Nothing in this Agreement shall create a partnership between the parties. Unless expressly provided for in this Agreement, no party shall enter into any engagement or make any representation or warranty on behalf of or pledge credit or otherwise bind or oblige the other parties.

3.3 The Parties expressly agree that they are independent general Individuals **and not partners**.

4. **Management**

**Manager**

4.1 The Parties hereby appoint Life Policies of America, LLC, the Manager, to manage their respective rights and interests in this Syndicate.

**Term**

4.2 The Management shall remain in force as long as any of the Parties have any current Investment Contracts.

**Fees**

4.3 Fees and charges are as set out in Item 4 of the Schedule.

**Liability**

4.4 Fees and charges payable to the Manager are an expense of each party and are not recoverable from another party to this agreement.

**Charge**

4.5 Unpaid fees and charges shall form a charge over a party’s Investment Contract or Contracts.

5. **Income & Expenses**

5.1 Each Party shall enter into Investment Contracts in their own name

5.2 Each Party is solely responsible for the purchase price and expenses of their respective Investment Contracts.

5.3 Each Party is solely entitled to any proceeds of any Investment Contract subject to any charge to the Manager for unpaid fees.

5.4 In the event that funds are received on a collective basis, the Manager shall hold such pro rata the parties respective interests as tenants in common.

5.5 No party to this agreement has the authority to bind any of party.

6. **Indemnity**

Each Party indemnifies the other Party against any loss, damage or liability (including legal costs on a solicitor and own client basis) for or in relation to any claims on the other Party arising from the allegedly negligent act or mission of an Party or an allegation that the Parties operate Syndicate as a partnership, or are otherwise jointly and severally liable.

7. **Limitiations**

**Small Scale Offer**

7.1 The Syndicate is subject to a conditional upon the terms of the small scale offering provisions of Section 1012E of the Corporations Act, 2001.

7.2 The number of parties to this Syndicate shall not exceed 20.

7.3 The total amount initially invested in Investment Contracts by Parties to this Syndicate shall not exceed $2 million.

**No Advertising or Publicity**

7.4 In compliance with the term of Section 734 of the Corporations Act, 2001, promotion and advertising of the Syndicate offer are prohibited.

8. **Disputes**

8.1 In the event of a dispute relating to this Agreement, a party (or the parties) shall not commence any court proceedings relating to the dispute unless it has complied with this clause.

8.2 The affected party must give written notice to the other parties specifying the nature of the dispute.

8.3 Upon receipt of the notice in clause 8.2, the parties must endeavour in good faith to resolve the dispute expeditiously and if requested by the other parties, shall commence mediation.

8.4 In the event of mediation, the parties must appoint a mediator and agree on the mediator’s remuneration. Should the parties fail to agree on the appointment of a mediator, one will be appointed by the President of the Law Society of New South Wales or the President’s nominee.

8.5 During mediation, the parties must observe the mediator’s instructions regarding the conduct of the mediation.

8.6 Should the dispute fail to resolve within ten (10) days after the appointment of the mediator (or any other time which the parties agree to in writing), the mediation will cease.

8.7 The costs of the mediation will be shared equally between the parties and each party agrees to indemnify the mediator against liability in respect of mediation of the dispute.

8.8 If the dispute is resolved, the terms of the resolution are binding on the parties and override the terms of this Agreement to the extent that there is any conflict.

8.9 The mediation, including any discussions between the mediator and the parties and between the parties themselves during or before the mediation (including accompanying written statements prepared for mediation) are **confidential** and cannot be used in any legal proceedings.

9 **General**

**Law**

9.1 This Agreement shall be governed in accordance with the laws for the time being in for in the state of New South Wales, Australia and the parties agree to submit to the jurisdiction of the Courts and Tribunals of that state.

**Default**

9.2 If an Party becomes bankrupt or calls a meetings of its creditors for the purpose of making any arrangement with them the other parties shall have first option to purchase any Investment Contracts held by that Party.

**Definitions**

9.3 In this agreemnt

**“Date”** the date set out in Item 1 of the Schedule;

**“Investment Contract**” means the terms and form of Investment Contracts issued from time to time by Collegiate Life (Delaware) Ltd;

 **“Party or Parties”** means the persons names in Item 2 of the Schedule; &

**“Syndicate”** means the association of the Parties under this agreement.

**EXECUTED AS AN AGREEMENT BY THE PARTIES ON THE DATE OF THE AGREEMENT**

Signed by

……………………………………… **…………………………..**

in the presence of:

**…………………………..**

Witness

Signed by

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in the presence of:

**…………………………..**

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Signed by

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in the presence of:

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Signed by

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in the presence of:

**…………………………..**

Witness

**Schedule**

Item 1

Date of this Agreement:

Item 2

Parties to the Agreement:

Name

Address

Email

Telephone

Item 3

Name of the Syndicate:

Item 4

Fees & Charges