



# CONCUSSION SETTLEMENT

IN RE: NATIONAL FOOTBALL LEAGUE PLAYERS' CONCUSSION INJURY LITIGATION  
No. 2:12-md-02323 (E.D. Pa.)

## DECLARATION OF CONSENT TO SUBSTITUTION

### A. FUNDER

<b>Name</b>			
<b>Address</b>	Street/P.O. Box		
	City	State	Zip
<b>Telephone</b>		<b>Email</b>	

### B. IDENTIFIED SETTLEMENT CLASS MEMBERS

The Funder has made advances of cash to each of the Settlement Class Members identified on the list attached as **Exhibit A**, which includes at least: (a) names of Settlement Class Members; (b) the last four digits of their Social Security Numbers; (c) names of their lawyers or law firms, if applicable; (d) the amounts paid to or on behalf of each Settlement Class Member; and (e) the dates each advance was paid.

### C. CONVERSION TO LOAN TRANSACTIONS

To the extent any of these transactions are prohibited assignments in accordance with the Court's 12/8/17 Explanation and Order, all such transactions are to become terminated and converted into loan transactions as follows:

- (a) The loan amount will be the principal amount paid to the Settlement Class Members or on his/her behalf. This does not include transaction fees, which may have been subtracted from the total purchase price or advance amount as contemplated in the original assignment documents.
- (b) The interest rate on the loan(s) will be 10% based on a simple interest rate from the date of the payment to the Settlement Class Member or to a third-party on the Settlement Class Member's behalf and shall continue until the loan is paid.
- (c) The loan transaction will be non-recourse and its only collateral will be the Settlement Class Member's Monetary Award payment, when and if the Settlement Class Member receives one. The Funder agrees that no action will be taken for the prior prohibited transaction entered into previously as long as the Settlement Class Member accepts its termination and the substitution of a loan transaction as described above.

To the extent any of these transactions are already loan transactions with interest rates that exceed 10%, the interest rate on the loan(s) will be reduced to 10% based on a simple interest rate from the date of the payment to the Settlement Class Member or to a third-party on the Settlement Class Member's behalf and will continue until the loan is paid.

## DECLARATION OF CONSENT TO SUBSTITUTION

A copy of this Declaration will be on file with the Claims Administrator. After the Claims Administrator has issued a Notice of Monetary Award to a Settlement Class Member identified on Exhibit A, and provided the Settlement Class Member has provided consent, the Claims Administrator will contact the Funder to provide the form of Termination and Release Agreement in use at that time. The Funder will complete the Termination and Release Agreement and coordinate with the Settlement Class Member (or his/her lawyer, if the Settlement Class Member is represented) to obtain the Settlement Class Member's signature. By signing the Termination and Release Agreement, the Settlement Class Member will confirm his/her agreement to accept the substitution contemplated in this Declaration.

### D. SIGNATURE

By signing below, I declare under penalty of perjury, pursuant to 28 U.S.C. § 1746, that (1) I am authorized to sign this Declaration on behalf of the Funder; and (2) all information provided in this Declaration is true and correct to the best of my knowledge, information and belief.

<b>Signature</b>	
<b>Name</b>	
<b>Title</b>	
<b>Date</b>	