

02-1422-CD
IN RE: SHEILA M. CLUTTER, ETAL.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

IN RE: SHEILA M. CLUTTER,
BENEFICIARY OF ANNUITY
CONTRACT WITH FIRST COLONY
LIFE INSURANCE COMPANY,
ANNUITY CONTRACT NO. 2426144

Petitioner

*
* No. 02-1422-CD
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RULE

AND NOW, this 16th day of September, 2002, upon consideration of
Petition to Transfer Structured Settlement, a Rule is hereby issued upon Sheila Johnson
Clutter and First Colony Life Insurance Company and J. G. Wentworth, S. S. C., to show
cause why said Petition should not be granted.

RULE RETURNABLE the 9th day of October, 2002, at 9:00 A.m. in
Courtroom No. 1, of the Clearfield County Courthouse, Clearfield, PA.

J.



FILED

SEP 16 2002

0123514ccattymason
William A. Shaw
Prothonotary
KES

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

IN RE: SHEILA M. CLUTTER,
BENEFICIARY OF ANNUITY
CONTRACT WITH FIRST COLONY
LIFE INSURANCE COMPANY,
ANNUITY CONTRACT NO. 2426144

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AFFIDAVIT OF SERVICE

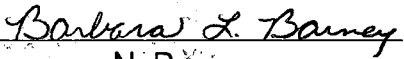
I, DAVID C. MASON, Esquire, being duly sworn according to law do depose and state that I served upon the following individuals a certified, true and correct copy of a Rule Returnable relative to the above captioned matter by mailing the same, certified mail, return receipt requested, (said return receipt cards attached hereto) to those named below by placing the same in the United States mail, postage-pre paid and addressed as follows:

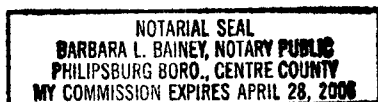
First Colony Life Insurance Company
Attn: Annuities
P.O. Box 6158
700 Main Street
Lynchburg, VA 24505-6158

J. G. Wentworth
30 South 15th Street, 9th Floor
Philadelphia, PA 19102-4826


David C. Mason

SWORN TO and SUBSCRIBED
before me this 24th day of
Sept., 2002.


N. P.



FILED

SEP 30 2002

William A. Shaw
Prothonotary

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

J.G. Wentworth
30 South 15th Street, 9th Floor
Philadelphia, PA 19102-4826

2. Article Number (Copy from service label)

7001 -320 0001 0619 2455

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

9/18/02

C. Signature

[Signature]

☐ Agent☒ AddresseeD. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☒ No

3. Service Type

☒ Certified Mail ☐ Express Mail☐ Registered ☐ Return Receipt for Merchandise☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

First Colony Life Insurance
Company
Attn: Annuities
P.O. Box 6158
700 Main Street
Lynchburg, VA 24505-6158

2. Article Number (Copy from service label)

7001 0320 0001 0619 2417

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

SEP 19 2002

C. Signature

[Signature]

☐ Agent☐ AddresseeD. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail☐ Registered ☐ Return Receipt for Merchandise☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

FILED

SEP 30 2002

NO CC

William A. Shaw
Prothonotary

WAS

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

IN RE: SHEILA M. CLUTTER,
BENEFICIARY OF ANNUITY
CONTRACT WITH FIRST COLONY
LIFE INSURANCE COMPANY,
ANNUITY CONTRACT NO. 2426144.

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* No. 02-1422-CD
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FILED

SEP 30 2002

William A. Shaw
Prothonotary

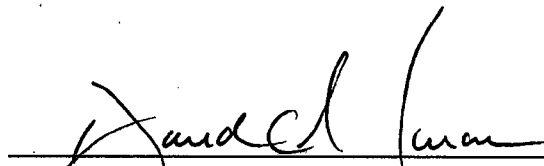
AFFIDAVIT OF SERVICE

I, DAVID C. MASON, Esquire, being duly sworn according to law do depose and state that I served upon the following individuals a certified, true and correct copy of a Petition To Transfer Structured Settlement relative to the above captioned matter by mailing the same, certified mail, return receipt requested, (said return receipt cards attached hereto) to those named below by placing the same in the United States mail, postage-pre paid and addressed as follows:

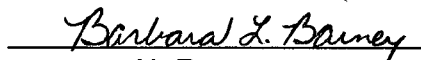
First Colony Life Insurance Company
Attn: Annuities
P.O. Box 6158
700 Main Street
Lynchburg, VA 24505-6158

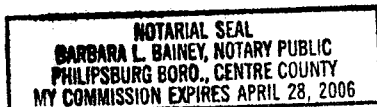
J. G. Wentworth
30 South 15th Street, 9th Floor
Philadelphia, PA 19102-4826

Sheila M. Clutter
1012 Walton Street
Philipsburg, PA 16866


David C. Mason

SWORN TO and SUBSCRIBED
before me this 24th day of
Sept., 2002.


N. P.



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

First Colony Life Insurance CO.
Attn: Annuities
P.O.Box 6158
700 Main Street
Lynchburg, VA 24505-6158

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

SEP 18 2002

C. Signature

☐ Agent
☐ AddresseeD. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label)

7001 0320 0001 0619 2424

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

JG Wentworth
30 South 15th Street
9th Floor
Philadelphia, PA 19102-4826

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

9/19/02

C. Signature

☐ Agent
☐ AddresseeD. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label)

7001 0320 0001 0619 2431

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Sheila M. Clutter
1012 Walton Street
Philipsburg, PA 16866

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

9-14-02

C. Signature

☒ Agent
☐ AddresseeD. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Copy from service label)

7001 0320 0001 0619 2448

PS Form 3811, July 1999

Domestic Return Receipt

102595-00-M-0952

FILED

09:43 AM
SEP 30 2002

William A. Shaw
Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

IN RE: SHEILA M. CLUTTER,
BENEFICIARY OF ANNUITY
CONTRACT WITH FIRST COLONY
LIFE INSURANCE COMPANY,
ANNUITY CONTRACT NO. 2426144

Petitioner

*
* No. 02-1422-Q
*
* TYPE OF PLEADING: Petition To Transfer
* Structured Settlement
*
*
*
* FILED ON BEHALF OF:
* Sheila M. Clutter, Petitioner
*
* ATTORNEY FOR PETITIONER:
* David C. Mason, Esquire
* Supreme Court ID #39180
* DAVID C. MASON LAW OFFICE
* P.O. Box 28
* Philipsburg, PA 16866
* (814) 342-2240
*

FILED

SEP 13 2002

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

IN RE: SHEILA M. CLUTTER,
BENEFICIARY OF ANNUITY
CONTRACT WITH FIRST COLONY
LIFE INSURANCE COMPANY,
ANNUITY CONTRACT NO. 2426144

Petitioner

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* No.
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PETITION TO TRANSFER STRUCTURED SETTLEMENT

AND NOW, this 9 day of September, 2002, the Petition of Sheila M. Clutter, previously known as Sheila M. Johnson and as Sheila Johnson Clutter, by and through her attorney, David C. Mason, Esquire, respectfully represents as follows:

1. Petitioner is Sheila M. Clutter, an adult individual, who resides at 1012 Walton Street, Philipsburg, Pennsylvania, 16866. The annuity contract at issue was purchased at a time when the Petitioner was married to Andrew Johnson, and she was known then as Sheila M. Johnson. Thereafter, Petitioner was divorced and married William Clutter. As a result, First Colony referred to her as Sheila Johnson Clutter only for purposes of continuity. At all relevant times hereto, the Petitioner is known as Sheila M. Clutter.

2. Petitioner is the beneficiary of an annuity owned by Sheila Johnson Clutter and issued by First Colony Life Insurance Company. The structured settlement provides payments to the Petitioner as follows: Monthly payments of \$1,925.15, commencing September 1, 2001, and increasing two (2%) per cent, per year, for a total of thirty (30) years.

3. Petitioner proposes to enter into a purchase agreement with J. G. Wentworth S.S.C. Limited Partnership, whose address is 30 South 15th Street, 9th Floor, Philadelphia, PA., 19102-4826, who will purchase 120 monthly payments of **\$1,925.15** each, increasing at 2% every 12 months, beginning on September 5, 2002, and ending on August 5, 2012, for the sum of **\$125,375.00** gross amount payable to Seller; **\$125,375.00** net amount payment to Seller. This purchase is an aggregate amount of purchased payments of **\$252,997.68** of Petitioner's structured settlement owned by Sheila Johnson Clutter issued by First Colony Life Insurance Company. A copy of the Purchase Agreement is attached hereto and made a part hereof, and designated as Exhibit "A".

4. J. G. Wentworth, S. S. C. provided the Petitioner, Sheila M. Clutter, with a Disclosure Statement pursuant to 40 P.S. §4003. See Exhibit "A".

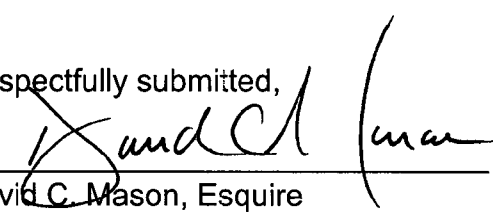
5. J. G. Wentworth, S. S.C. has served written notice, including its name, address and tax identification number, to the structured settlement obligor and has served written notice as required by Pennsylvania Statute 40 P.S. 4004 upon all interested parties, none of whom has objected to the transfer. True and correct copies of said notices are attached hereto, made a part hereof, and designated as Exhibit "B".

6. The best interest of Sheila M. Clutter would be served by granting the relief requested herein so Sheila M. Clutter can pay off the following: loan to National Bank of the Commonwealth; various other debts and obligations, pay attorneys' fees and use any remaining balance for a down payment on the purchase of a business.

WHEREFORE, Petitioner respectfully requests that this Honorable Court approve and authorize the sale of a structured settlement payment stream between Sheila Johnson Clutter and issued by First Colony Life Insurance Company to Sheila M. Clutter to be sold

and transferred to J. G. Wentworth, S. S. C.

Respectfully submitted,

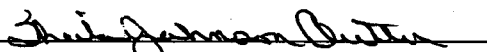


David C. Mason, Esquire
Attorney for Petitioner

VERIFICATION

I hereby certify that the facts set forth in the foregoing PETITION are true and correct to the best of my knowledge, information and belief. This verification is made subject to the penalties of 18 Pa. C.S. §4904, relating to unsworn falsification to authorities.

DATED: 9/4/02


Sheila Johnson Clutter


a/k/a Sheila M. Clutter

PURCHASE AGREEMENT

This is a Purchase Agreement. The date of this Agreement is 7/15, 2002. Sheila Johnson Clutter is the Seller. J.G. Wentworth S.S.C. Limited Partnership, a Nevada Limited Partnership, its successors and/or assigns is the Buyer. In this Agreement, Sheila Johnson Clutter is referred to as "You" or "Your" and J.G. Wentworth S.S.C. Limited Partnership or its nominee, is referred to as "We", "Us" or "Our".

BACKGROUND OF THIS AGREEMENT

1. On January 05, 1996, You signed a Settlement Agreement with Rorer Pharmaceutical Corp., et al ("RORER, ET AL") and possibly others (the "Release" or the "Settlement Agreement"). Under the Settlement Agreement, You are entitled to receive certain payments (the "Payments") because You settled a personal injury claim with RORER, ET AL.

2. RORER, ET AL and/or its insurer funded the Payments by buying an annuity contract (the "Annuity") issued by First Colony Life Insurance Company (the "Annuity Company").

3. A list of the Payments being sold under this Agreement is attached to this Agreement as Exhibit "A". You have supplied us with a copy of the Release and a copy of the Annuity or a letter that describes the obligations of First Colony Life Insurance Company under the Annuity.

4. You desire to sell and assign to Us all of Your rights to receive all or a portion of the Payments under the Release, as described on Exhibit "A", all of the other rights You have under the Release and the other rights as described in Section 1(a) below. We desire to purchase all of Your rights and benefits, on the terms and under the conditions described in this Agreement.

You and We agree as follows:

1. Purchase and Sale.

- a. You now sell, transfer and assign to Us all of Your rights in the "Assigned Assets". As used in this Agreement, the term "Assigned Assets" means (1) all of Your rights to receive all or a portion of the Payments under the Release, (2) the Payments listed in Exhibit "A", (3) the right to receive all or a portion of the "qualified funding asset" defined in the Qualified Assignment described in Exhibit "C" and any interest in the proceeds of the qualified funding asset related to the Assigned Assets, (4) all of Your other rights (but none of Your obligations) under the Release and the Qualified Assignment related to the Assigned Assets, and (5) all of Your present or future rights to sell, assign, transfer, cause an early termination of, modify, waive, settle, or receive value for, the Payments on Exhibit "A". By Our signing this Agreement, We are hereby purchasing and accepting the sale and assignment of all of the Assigned Assets described above.
- b. The purchase price is ONE HUNDRED TWENTY FIVE THOUSAND THREE HUNDRED SEVENTY FIVE DOLLARS AND 00/100 (\$125,375.00) (the "Purchase Price"). The Purchase Price will be paid to You when both You and We sign this Agreement and We have completed Our internal process.

Initial:

SMC

2. **Instructions to Annuity Company; Acknowledgment.**

- a. When this Agreement is signed by You and Us, You will deliver to Us a letter, addressed to the Annuity Company, stating that all payments to be made relating to any of the Assigned Assets will be sent to Us (the "Notice of Direction of Payment"). The Notice of Direction of Payment will be in a form satisfactory to Us. You will also, at the time of or after Your signing of this Agreement, deliver to Us, addressed as We may require, other notices, instructions or documents, and copies of them, as We think are necessary or proper to carry out this Agreement.
- b. When You and We sign this Agreement, You will also deliver to Us: (1) a letter addressed to the Annuity Company directing that all payments of the Assigned Assets after Your death shall be sent directly to Us, and (2) a Change of Beneficiary Form changing the beneficiary of the Assigned Assets, after Your death, to "J.G. Wentworth S.S.C. Limited Partnership", as sole beneficiary [(1) and (2) above are referred to as the Change of Beneficiary Form]. The Change of Beneficiary Form will state that the instructions may never be revoked and that no change may be made in the instructions or in the payments (including as to the payee or the manner or place of making such payments) without Our prior written consent. You will also, when this Agreement is signed by You and Us, deliver to Us, addressed as We may require, such other notices, instructions or documents, and copies of them, as We think are necessary or proper to carry out this Agreement.
- c. Before You and We sign this Agreement, You will deliver to Us an acknowledgment of the Estate of Shelia Johnson Clutter, as primary beneficiary of the Assigned Assets, of the terms of this Agreement. The Estate of Shelia Johnson Clutter will agree that they are not entitled to any rights to any of the Assigned Assets.
- d. You agree to sign all other documents which We may request forever naming Us as the only beneficiary of the Assigned Assets, including but not limited to an agreement to provide in Your Last Will and Testament that all of Your rights to the Assigned Assets were sold to Us (a "Testamentary Agreement").
- e. You acknowledge that We advised You to obtain independent professional tax advice to determine whether this transaction will result in any adverse federal and/or state tax consequences.
- f. You acknowledge that We advised You must obtain independent legal representation prior to executing this Agreement and that We have advised you that We may not refer You to any specific attorney for such purpose.
- g. You acknowledge that We have advised You that where a New York court approved Your original structured settlement, We, to the extent the court will entertain jurisdiction, will apply to such court for approval of Your transaction with Us prior to finalizing any transfer of any rights to receive payments under Your structured settlement. **(Applicable to New York residents only.)**

3. **Your Representations and Warranties.** You now represent and warrant to Us that:

- a. You own (and are selling and assigning to Us under this Agreement) all of the Assigned Assets, free and clear of all claims, liens, charges, security interests, encumbrances, and agreements of any nature (other than this Agreement), and when You and We sign this Agreement, no one other than Us shall have any present or future right to the Assigned Assets.
- b. This Agreement and all of the other documents signed in connection with this Agreement have been properly signed by You, and they represent Your legal, valid and binding

obligation, enforceable against You in accordance with their terms. The copies of the list of Payments, Release and Annuity or a letter that describes the obligations of First Colony Life Insurance Company under the Annuity, attached to this Agreement as Exhibits A, B and C are true copies of such agreements, and have not been altered, amended or modified in any way since the date they were signed. The Release is valid and binding on all of the parties that have signed it, is in full force and effect, and no party has violated any of its terms.

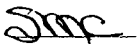
- c. The signing and performance of this Agreement by You and the transactions described in this Agreement:
 - i. do not conflict with any other obligations of Yours;
 - ii. will not cause a violation under (or create any right of termination, cancellation or acceleration or similar right under) any contract or agreement by which You or Your assets, including the Release, are bound or may be affected;
 - iii. will not create, or give any party (other than Us) the right to create, any lien, charge, security interest or encumbrance in, to or on any of the Assigned Assets; and
 - iv. will not create a present or future right in any other party to make any claim against You or Your assets, or any of the Assigned Assets.
- d. You understand the terms and provisions of this Agreement and You have been represented by tax and accounting advisors and a lawyer in the signing of this Agreement.
- e. Neither You nor anyone else have to do anything else for (1) the proper signing and performance by You of this Agreement and any transactions intended to be done in this Agreement, or (2) the carrying out by Us of any of Our rights and remedies under this Agreement. No other person has made a claim in any rights in or to the Assigned Assets.
- f. You have valid reasons for selling Your interest in the Assigned Assets rather than obtaining a loan with the Assigned Assets as collateral, and You agree that the transaction set forth in this Agreement is not a loan or other financing transaction.
- g. This Agreement is a valid sale, transfer and assignment to Us of the Assigned Assets.
- h. Your residence and legal address is as described in Paragraph 12 of this Agreement. During the last 3 years, You have lived at such address.
- i. No representation or warranty of Yours in this Agreement or in any of the documents delivered in connection with this Agreement or in any agreement required by this Agreement, is inaccurate or contains any untrue or misleading statement.
- j. The signing by You of this Agreement will not violate any other promise or agreement you have made with anyone else. You understand that any and all restrictions on the assignability of the Scheduled Payments were included in the Release and/or Annuity at Your request, for Your benefit and not for the benefit of any other person. These restrictions, if any, were included by You as a precautionary measure to make sure You were allowed favorable tax treatment under the Internal Revenue Code. You understand that by entering into this Agreement, you may be giving up this favorable tax treatment. You understand that any income earned by You on any investment or use of the Purchase Price may be taxable to You. **You may have to pay more in taxes as a result of this Agreement.** For Our benefit and the benefit of Our assigns or successors, You agree to WAIVE AND RELEASE all of Your rights in, to, or under, such restrictions on assignability, if any.

Initial:

SMC

- k. You have not before the date of this Agreement, sold or assigned Your right to the Assigned Assets or any part of the Assigned Assets. You do not owe any money to Your present or former spouse for support maintenance or similar obligations, nor do You owe any money to any of Your children or guardians of Your children. The Assigned Assets are not subject to any community property or similar marital rights of any person.
- l. Your right to the Assigned Assets is not affected by any mortgage, pledge, lien, charge, security interest, encumbrance, restriction or adverse claim of any nature. **You understand that any violation of any of Your representations in this agreement will result in an act of fraud by You which could result in You being held responsible for damages in favor of Us, with money to be paid by You to Us.**
- m. You are not in violation of any obligations concerning child-care, alimony or support.
- n. You now give up forever all Your rights in any agreement that says that You cannot assign or sell Your rights in the Assigned Assets to Us. You have not requested and You do not expect to receive from Us, a Form 1099 or any other documentation which could make the transaction described by this Agreement taxable to You in any way. You further understand that We have not given to You any advice about any of Your taxes in this transaction. You have relied on Your own professional advisors concerning taxes.
- o. As of the date of this Agreement, You are of legal age in the state noted as Your address in Section 12 of this Agreement, mentally sane, and of a sound mind. You have never been convicted of a felony or any other crime involving dishonesty.
- p. You are very familiar with Your financial affairs and condition. With that full understanding, You certify that (1) on the date We pay You the Purchase Price and You sell to Us the Assigned Assets, the fair value of Your assets are and will be greater than all of Your debts; (2) You presently intend to pay all of Your creditors when such payments are due; and (3) You have not intentionally hidden the fact from any creditor of Yours that You have entered into this Agreement and the other documents referred to in this Agreement.
- q. You do not intend to file for bankruptcy and there are no lawsuits or other efforts by any of Your creditors to put You into bankruptcy or to take the Assigned Assets.
- r. The Purchase Price is not Your only or most important source of income and You do not have any mental or physical problems that would prevent You from having a paying job.
- s. You promise to us that no broker, finder, or other person other than those persons named in the broker statement signed by you in connection with this Agreement was involved in or important in arranging the purchase transaction in this Agreement. No other person has a right to any fee, payment, commission, or other compensation because of this Agreement.
- t. You agree that We have not forced You to give to Us copies of any confidential documents. You agree that We told You that We only needed to see those documents which described the Assigned Assets so we could buy from You the Assigned Assets. You agree that We do not intend to tell any other party about what is included in those documents. You understand that if We do so, it will only be for the sole purpose of buying the Assigned Assets.
- u. You understand that it usually takes four weeks to complete this process, but that it could take longer if we do not receive cooperation from you or the annuity company. You understand that, due to the delays that may be occasioned by the annuity company, we will escrow the amount equal to the next two monthly payments due to you from the annuity

Initial:



company to insure that we receive all of the payments that we purchase. You understand that we may either pay or escrow funds to satisfy any judgments, tax liens or child support against you or the assigned assets and deduct those amounts from the purchase price. You understand that we will deduct from the purchase price any amounts of payments received by you prior to funding, if such amounts are not covered by the escrowed funds.

4. You promise Us that:

- a. You will not, and will not allow any other party (except Us or Our assignee, if applicable) to take funds away from the Assigned Assets. You will not do anything else to affect the Assigned Assets. You will not say You still own the Assigned Assets. You will not do anything or allow anyone else to do anything that could in any way interfere with or lessen Our rights in the Assigned Assets.
- b. You will not do anything that will, or could in the future, violate the Release, or any of the agreements required to be executed by this Agreement. You also agree to cooperate with Us to help Us to obtain all of the rights that We are buying from You in this Agreement and in the Release.
- c. You will give to Us at least thirty (30) days written notice of Your intention to move Your residence or change Your legal address from the address in Paragraph 12 of this Agreement.
- d. You will not make any change in Your instructions to the Annuity Company regarding payments to be made to You.
- e. You understand that the Annuity and the Release may say that You agree not to sell Your rights to the Assigned Assets.
- f. You agree to continue to cooperate with Us. This includes Your obligation to immediately deliver to Us any checks, funds or other form of Payment received after the date of this Agreement by You or anyone other than Us. If any Payment is ever denied, delayed, or withheld from Us, as determined by Us in our reasonable discretion, directly or indirectly on account of any act or omission by You or any person acting for You, then You shall be in default under this Agreement (and an Event of Default under §8 shall be deemed to have occurred). Immediately upon such default, and without any further notice to You, You will pay to Us the following amounts:
 - (i) the full, dollar value of all remaining Scheduled Payments as they become due after the date of the default;

All of the remedies specified under this section shall be cumulative with all of the remedies for default pursuant to §9.

- g. If You learn before or after the signing of this Agreement of the threat or actual beginning of any lawsuit or proceeding that has anything to do with Our rights under this Agreement or the Assigned Assets, then You will immediately notify Us of that and You will give Us copies of all notices and other writings relating to it promptly after You receive them.

- h. If You receive any notice relating to any supposedly unpaid claim affecting the Annuity or the Assigned Assets or to any other claim against the Annuity or the Assigned Assets, then You will promptly notify Us and will promptly give Us copies of all notices and other writings relating to it received by You promptly after You receive them.
- i. You give to Us the right (if We want to do it) to create and use a signature stamp from a specimen signature given by You to Us for use: (1) in endorsing checks given under the Annuity or the Release in payment of the Assigned Assets; and (2) to assist Us to do anything necessary so We can get all of the rights that We are paying You for under this Agreement, even if You die or get sick.
- j. As described in the Notice of Direction of Payment, You will tell the Annuity Company (1) to mail all future Annuity payments for the Assigned Assets to the address We suggest and to change the mailing address of the primary and contingent beneficiaries to that address; (2) to ignore all future requests, demands, and instructions received from You (or any other person besides Us) about the Assigned Assets; and (3) to accept and honor future requests, instructions, and orders about the Assigned Assets only from Us.

5. **RIGHT TO CANCELLATION.** YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR FURTHER OBLIGATION WITHIN TWENTY-ONE DAYS FROM THE DATE YOU RECEIVE PAYMENT FROM J.G. WENTWORTH. In order for the cancellation to be effective, You must mail a notice of cancellation by registered or certified U.S. mail, postmarked within twenty-one (21) days of receipt of the Purchase Price to Us, c/o Vice President of Operations at One Penn Square West, 30 South 15th, 10th Floor, Philadelphia, PA 19102. Furthermore, in order for Your notice of cancellation to be effective, Your registered or certified U.S. mail package to us must include a bank or certified check for the full Purchase Price that We paid You under this Purchase Agreement. Any failure to comply with the above procedure shall be a waiver of Your right to cancel this transaction.

6. **Your Further Promises.** You agree that, from time to time, at Your expense, You will promptly sign and give to Us any and all documents to help Us realize our rights and benefits under this Agreement. This promise includes signing, filing or allowing Us to file financing or continuation statements, or amendments or assignments of those documents. You permit Us or others acting for Us to sign our name and/or your name and file without Your signature such financing statements, if that is permitted in Your state of residence. When You sign this Agreement, You will also sign and deliver to Us a "Special Irrevocable Power of Attorney" You must retain the services of an attorney and deliver an opinion of Your attorney about the sale of Assigned Assets to Us, in a form acceptable to Us.

7. THE PROVISIONS OF THIS CONTRACT ARE GOVERNED BY CALIFORNIA'S UNFAIR PRACTICES ACT, BUSINESS AND PROFESSIONS CODE SECTION 17200. IF YOU BELIEVE YOU WERE TREATED UNFAIRLY OR WERE MISLED AS TO THE NATURE OF THE OBLIGATIONS YOU ASSUMED UPON ENTERING INTO THIS AGREEMENT, YOU MAY CALL YOUR LOCAL DISTRICT ATTORNEY OR THE OFFICE OF THE ATTORNEY GENERAL FOR ASSISTANCE. (Applicable for California Residents Only.)

8. **Continuation of Representations, Warranties and Covenants.** All of Your representations, warranties and promises made in this Agreement will continue to be relied on by Us after this Agreement is signed.

9. **Event of Default.** Your failure to comply with any term of this Agreement or Your breach of any of Your representations in this Agreement will mean that You will be in default. We refer to this as an "Event of Default." If there is an Event of Default, We have the right to sue You in court to make You perform Your promises or to get money from You. Your failure to comply with any material terms of this Agreement will be a default.

In Paragraph 4 (c) You agree to give US at least thirty (30) days written notice after Your move to a new residence or change of Your legal address from the address in Paragraph 16 of this Agreement. If we are purchasing from You certain lump sum payments, We will contact you at least 3 months before the scheduled payment is due to determine if the address change We have effected with the annuity company is in place and to determine if Your legal address has remained the same. **If We cannot contact you because You have changed Your legal address or moved Your residence and failed to notify Us, We will consider such failure to notify Us to be an EVENT OF DEFAULT and We will exercise all of our legal rights under this Agreement. OUR RIGHT TO PROCEED AGAINST YOU UNDER THIS AGREEMENT SHALL BE SOLELY LIMITED TO WHEN YOU HAVE COMMITTED AN EVENT OF DEFAULT. WE SHALL NOT HAVE THE RIGHT TO SUE YOU IF OR BECAUSE THE ANNUITY COMPANY IS NOT ABLE TO MAKE PAYMENTS BECAUSE IT IS NOT FINANCIALLY ABLE TO DO SO.**

10. **Controlling Law.** This Agreement shall be governed, construed and enforced in accordance with the internal laws of the State of Pennsylvania without regard for the conflicts of law rules thereof or elsewhere. (For Court Orders or Notice Transfers obtained in the following jurisdictions: AZ, CA, CT, DE, FL, GA, IA, ID, IL, IN, KY, LA, MA, MD, ME, MI, MN, MO, MS, NC, NE, NJ, OH OK, RI, SC, SD, TN, TX, UT, VA, WA and WV the laws of those jurisdictions shall be applied in the event of a dispute regarding the transfer.)

11. **Responsibility for this Agreement.** This Agreement will hold responsible Your heirs, executors, successors and assigns and will benefit Our representatives, successors, beneficiaries and permitted assigns. Nothing in this Agreement is intended to give anyone other than You or Us or each of Our successors or assigns any benefits.

12. **Notices.** All notices and other communications under this Agreement will be in writing and will be made by delivery by means by which the sender obtains a receipt of delivery from the carrier (including without limitation, certified mail return receipt requested or overnight courier services), addressed to the party to whom a request or demand is to be made. Such demand or notice or request shall be deemed given on the date which is one business day after the date sent by overnight mail or three days after the date sent by certified mail.

The addresses of the parties are as follows:

If to You:

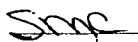
Sheila Johnson Clutter
1012 Walton St
Philipsburg, PA 16866

If to Us:

J.G. Wentworth S.S.C. Limited Partnership
c/o J.G. Wentworth & Company, Inc.
2920 North Green Valley Parkway
Building # 3, Suite 321
Henderson, NV 89014
Attention: Vice President – Operations

13. **Past Actions.** Anything either You or We did or said before this Agreement was signed will not affect Your or Our rights under this Agreement in any way.

Initial:



14. **Expenses.** Except as otherwise affirmatively set forth in this Agreement, You and We agree that we will each pay our respective costs and expenses in connection with the carrying out of this Agreement.

15. **Headings.** The section and subsection headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

16. **Counterparts.** One or more originals of this Agreement may be signed with Your or Our signature. When put together they will make one agreement and the Agreement will be considered signed by all parties that need to sign. A facsimile signature will be considered an original.

17. **Assignment.** We and anyone to whom We assign this Agreement may assign Our right, title and interest in and to this Agreement, the Annuity and the Assigned Assets without Your approval. You and We agree that if there is an assignment by Us to someone else, We shall not be responsible to You. You must look only to the person or company that We assign this Agreement to for any payment (for example, of the Purchase Price) and performance of this Agreement. When asked by Us or any assignee, You will sign and deliver any such documents as We may require to perform this transaction, as assigned.

18. **Your spouse.** You and Your spouse are fully aware of Your rights in the Assigned Assets. You and Your spouse fully give up those rights. You and Your spouse understand that by selling the Assigned Assets to Us, You and Your spouse are not receiving the same amount of money as You would if You waited for all of the scheduled Payments of the Assigned Assets but, rather, are receiving a discounted value in return for receipt of the Purchase Price immediately. You and Your spouse have valid reasons for selling the Assigned Assets. You and Your spouse fully understand the terms of the Purchase Agreement and understand that the sale of the Assigned Assets is final. You also understand that Your spouse gives up any property right he or she may have in the Assigned Assets that Your spouse could claim because of Your marriage.

19. **Entire Agreement.** This Agreement and the Exhibits and other documents You signed make up the entire understanding and agreement between You and Us about this Agreement. This Agreement replaces all prior agreements, whether written or oral, about this Agreement. This Agreement may not be changed unless in a writing signed by You and Us.

20. **Limitation of Liability of Buyer.** You understand that Our liability to You under this Agreement is strictly limited to the requirement to pay the Purchase Price and under no circumstances will We be responsible for consequential damages.

21. **Court Approval.** You understand that this sale of the structured settlement payments may be required to be approved by an order of a court. You agree to cooperate with us to obtain such court approval

22. **Disclosure Statement.** **PLEASE BE ADVISED THAT THE PROPOSED TRANSACTION IS A SALE, NOT A LOAN, AND THAT YOU WILL BE SELLING ALL RIGHTS AND TITLE TO THE ASSIGNED ASSETS ONCE THIS TRANSACTION IS CONSUMMATED. PLEASE BE ADVISED THAT YOU MAY BE SUBJECT TO ADVERSE FEDERAL AND STATE INCOME TAX CONSEQUENCES AS A RESULT OF THE PROPOSED TRANSACTION. YOU SHOULD CONSULT YOUR OWN COUNSEL, ACCOUNTANT, OR FINANCIAL ADVISOR REGARDING ANY FEDERAL OR STATE INCOME TAX CONSEQUENCES ARISING FROM THE PROPOSED TRANSFER.**



YOUR PURCHASE PRICE WAS DERIVED ASSUMING A DISCOUNT RATE SIGNIFICANTLY HIGHER THAN THE PRIME INTEREST RATES CHARGED BY COMMERCIAL BANKS, THEREFORE, WE URGE YOU TO EXPLORE ALL FINANCIAL OPTIONS.

WE WILL PURCHASE FROM YOU A) 120 Monthly payments of \$1,925.45 each, increasing at 2% every 12 Months, beginning on Sep 05, 2002 and ending on Aug 05, 2012.

THE AGGREGATE AMOUNT OF THE PURCHASED PAYMENTS IS \$252,997.68.

THE DISCOUNT PRESENT VALUE OF THE AGGREGATE PAYMENTS AT 5.6% IS \$192,087.66. THE GROSS AMOUNT PAYABLE TO SELLER IS \$125,375.00. NO EXPENSES ARE INCURRED BY YOU.

THE DISCOUNT RATE FOR THIS TRANSACTION IS 16.26%. THE CASH PAYMENT YOU RECEIVE IN THIS TRANSACTION FROM US WAS DETERMINED BY APPLYING THE SPECIFIED EFFECTIVE ANNUAL DISCOUNT RATE, COMPOUNDED MONTHLY, TO THE TOTAL AMOUNT OF FUTURE PAYMENTS TO BE RECEIVED BY US.

THE QUOTIENT OBTAINED BY DIVIDING THE NET PAYMENT BY THE DISCOUNTED PRESENT VALUE IS 65.3%.

BASED ON THE NET AMOUNT THAT YOU WILL RECEIVE FROM US AND THE AMOUNTS AND TIMING OF THE STRUCTURED-SETTLEMENT PAYMENTS THAT YOU ARE TURNING OVER TO US, YOU WILL, IN EFFECT, BE PAYING INTEREST TO US AT A RATE OF 16.26% PER YEAR.

NOTICE OF CANCELLATION RIGHTS:

YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO 5:00 P.M. OF THE TWENTY-FIRST DAY FOLLOWING THE LATER OF THE EXECUTION OF THE PURCHASE AGREEMENT, OR THE DATE THE PAYEE BECOMES OBLIGATED UNDER THE PURCHASE AGREEMENT WITHOUT PENALTY OR FURTHER OBLIGATION.

TO CANCEL, YOU MUST PROVIDE WRITTEN NOTICE TO THE TRANSFEREE. WRITTEN NOTICE SHOULD BE MAILED OR DELIVERED TO THE ADDRESS BELOW BY 5:00 P.M. OF _____ (THE TWENTY-FIRST DAY FOLLOWING THE TRANSACTION). IT IS BEST TO MAIL IT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND TO KEEP A PHOTOCOPY OF THE SIGNED FORM AND YOUR POST OFFICE RECEIPT. ADDRESS TO WHICH CANCELLATION IS TO BE RETURNED:

**J.G. WENTWORTH S.S.C. LIMITED PARTNERSHIP
C/O J.G. WENTWORTH & COMPANY, INC.
2920 NORTH GREEN VALLEY PARKWAY
BUILDING # 3, SUITE 321
HENDERSON, NV 89014
ATTENTION: VICE PRESIDENT – OPERATIONS**

THE DISCOUNTED PRESENT VALUE OF PAYMENTS SHALL BE CALCULATED AS FOLLOWS:

THE CURRENT VALUE OF THE TRANSFERRED STRUCTURED SETTLEMENT PAYMENTS UNDER FEDERAL STANDARDS FOR VALUING ANNUITIES.

PLEASE BE ADVISED THERE ARE NO PENALTIES OR LIQUIDATED DAMAGES PAYABLE BY YOU IN THE EVENT OF ANY BREACH OF THE TRANSFER AGREEMENT BY YOU. THERE ARE NO BROKERS COMMISSIONS, SERVICE CHARGES, APPLICATION FEES, CLOSING

COSTS, FILING FEES, ADMINISTRATIVE FEES, NOTARY FEES AND OTHER COMMISSIONS, FEES, COSTS, EXPENSES AND CHANGES PAYABLE BY YOU OR DEDUCTED FROM GROSS AMOUNT OTHERWISE PAYABLE TO YOU.

THE APPLICABLE FEDERAL RATE USED IN CALCULATING THE DISCOUNTED PRESENT VALUE IS 5.6%.

IMPORTANT NOTICE: YOU ARE STRONGLY URGED TO CONSULT WITH AN ATTORNEY WHO CAN ADVISE YOU OF THE POTENTIAL TAX CONSEQUENCES OF THIS TRANSACTION.

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THE LANGUAGE CONTAINED IN SECTION 8 OF THE PURCHASE AGREEMENT WHICH STATES:

"THE PROVISIONS OF THIS CONTRACT ARE GOVERNED BY CALIFORNIA'S UNFAIR PRACTICES ACT, BUSINESS AND PROFESSIONS CODE SECTION 17200. IF YOU BELIEVE YOU WERE TREATED UNFAIRLY OR WERE MISLED AS TO THE NATURE OF THE OBLIGATIONS YOU ASSUMED UPON ENTERING INTO THIS AGREEMENT, YOU MAY CALL YOUR LOCAL DISTRICT ATTORNEY OR THE OFFICE OF THE ATTORNEY GENERAL FOR ASSISTANCE."
(FOR CALIFORNIA RESIDENTS ONLY)

THE NET AMOUNT THAT YOU WILL RECEIVE FROM US IN EXCHANGE FOR YOUR FUTURE STRUCTURED SETTLEMENT PAYMENTS REPRESENTS 65.3% OF THE ESTIMATED CURRENT VALUE OF THE PAYMENTS.

23. Exhibits. Attached to this Purchase Agreement are the following Exhibits:
- Exhibit "A" List of What Payments We are Buying.
- Exhibit "B" Settlement Agreement.
- Exhibit "C" Annuity Contract.
- Exhibit "D" Special Irrevocable Power of Attorney.
- Exhibit "E/E-1" Uniform Commercial Code One Financing Statement.

Initial:

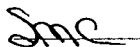


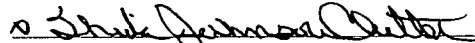
Exhibit "F" Notice of Assignment.

Exhibit "G" Testamentary Agreement.

Intending to be legally bound, You and We have signed this Agreement as of the date at the top of the first page of this Agreement.

J.G. WENTWORTH S.S.C. LIMITED PARTNERSHIP
By: J.G. Wentworth Structured Settlement Funding Corp.,
its Sole General Partner

By: _____
Vice President-Operations


Sheila Johnson Clutter

Spouse

Sworn to and subscribed
before me this 15 day
of July, 200

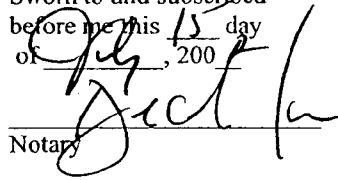

Notary

Exhibit A

We are hereby purchasing from You under the Annuity:

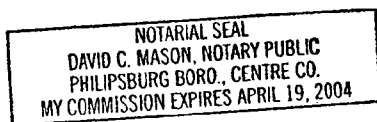
A) 120 Monthly payments of \$1,925.45 each, increasing at 2% every 12 Months, beginning on Sep 05, 2002 and ending on Aug 05, 2012


Sheila Johnson Clutter

STATE OF Penn
COUNTY OF Centre

On this 15 day of July, 2002, before me, the above signed personally appeared before me, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed it.


Notary





SCHEDULE 11

DATE PROVIDED: June 28, 2002

DISCLOSURE STATEMENT

PLEASE BE ADVISED THAT THE PROPOSED TRANSACTION IS A SALE, NOT A LOAN, AND THAT YOU WILL BE SELLING ALL RIGHTS AND TITLE TO THE ASSIGNED ASSETS ONCE THIS TRANSACTION IS CONSUMMATED. PLEASE BE ADVISED THAT YOU MAY BE SUBJECT TO ADVERSE FEDERAL AND STATE INCOME TAX CONSEQUENCES AS A RESULT OF THE PROPOSED TRANSACTION. YOU SHOULD CONSULT YOUR OWN COUNSEL, ACCOUNTANT, OR FINANCIAL ADVISOR REGARDING ANY FEDERAL OR STATE INCOME TAX CONSEQUENCES ARISING FROM THE PROPOSED TRANSFER.

YOUR PURCHASE PRICE WAS DERIVED ASSUMING A DISCOUNT RATE SIGNIFICANTLY HIGHER THAN THE PRIME INTEREST RATES CHARGED BY COMMERCIAL BANKS, THEREFORE, WE URGE YOU TO EXPLORE ALL FINANCIAL OPTIONS.

WE WILL PURCHASE FROM YOU A) 120 Monthly payments of \$1,925.45 each, increasing at 2% every 12 Months, beginning on Sep 05, 2002 and ending on Aug 05, 2012

THE AGGREGATE AMOUNT OF THE PURCHASED PAYMENTS IS \$252,997.68.

THE DISCOUNT PRESENT VALUE OF THE AGGREGATE PAYMENTS AT 5.6% IS \$192,087.66. THE GROSS AMOUNT PAYABLE TO SELLER IS \$125,375.00. THE NET AMOUNT PAYABLE TO THE SELLER IS \$125,375.00. NO EXPENSES ARE INCURRED BY YOU.

Initial:

/ *gmc*

SCHEDULE 11, PAGE 2

DATE PROVIDED: June 28, 2002

THE DISCOUNT RATE FOR THIS TRANSACTION IS 16.26%. THE CASH PAYMENT YOU RECEIVE IN THIS TRANSACTION FROM US WAS DETERMINED BY APPLYING THE SPECIFIED EFFECTIVE ANNUAL DISCOUNT RATE, COMPOUNDED MONTHLY, TO THE TOTAL AMOUNT OF FUTURE PAYMENTS TO BE RECEIVED BY US.

THE QUOTIENT OBTAINED BY DIVIDING THE NET PAYMENT BY THE DISCOUNTED PRESENT VALUE IS 65.3 %. *smc*

BASED ON THE NET AMOUNT THAT YOU WILL RECEIVE FROM US AND THE AMOUNTS AND TIMING OF THE STRUCTURED-SETTLEMENT PAYMENTS THAT YOU ARE TURNING OVER TO US, YOU WILL, IN EFFECT, BE PAYING INTEREST TO US AT A RATE OF 16.26% PER YEAR. *smc*

NOTICE OF CANCELLATION RIGHTS:

YOU MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO 5:00 P.M. OF THE TWENTY-FIRST DAY FOLLOWING THE LATER OF THE EXECUTION OF THE PURCHASE AGREEMENT, OR THE DATE THE PAYEE BECOMES OBLIGATED UNDER THE PURCHASE AGREEMENT WITHOUT PENALTY OR FURTHER OBLIGATION.

THIS CANCELLATION RIGHT CANNOT BE WAIVED IN ANY MANNER.

TO CANCEL, YOU MUST PROVIDE WRITTEN NOTICE TO THE TRANSFEREE. WRITTEN NOTICE SHOULD BE MAILED OR DELIVERED TO THE ADDRESS BELOW BY 5:00 P.M. OF _____ (THE TWENTY-FIRST DAY FOLLOWING THE TRANSACTION). IT IS BEST TO MAIL IT BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, AND TO KEEP A PHOTOCOPY OF THE SIGNED FORM AND YOUR POST OFFICE RECEIPT. ADDRESS TO WHICH CANCELLATION IS TO BE RETURNED:

Initial:

smc

SCHEDULE 11, PAGE 3

DATE PROVIDED: June 28, 2002

**J.G. WENTWORTH S.S.C. LIMITED PARTNERSHIP
C/O J.G. WENTWORTH & COMPANY, INC.
2920 NORTH GREEN VALLEY PARKWAY
BUILDING # 3, SUITE 321
HENDERSON, NV 89014
ATTENTION: VICE PRESIDENT – OPERATIONS**

**THE DISCOUNTED PRESENT VALUE OF PAYMENTS SHALL BE
CALCULATED AS FOLLOWS:**

**THE CURRENT VALUE OF THE TRANSFERRED STRUCTURED
SETTLEMENT PAYMENTS UNDER FEDERAL STANDARDS FOR
VALUING ANNUITIES.**

**THE APPLICABLE FEDERAL RATE USED IN CALCULATING THE
DISCOUNTED PRESENT VALUE IS 5.6%.**

**IMPORTANT NOTICE: YOU ARE STRONGLY URGED TO CONSULT
WITH AN ATTORNEY WHO CAN ADVISE YOU OF THE POTENTIAL
TAX CONSEQUENCES OF THIS TRANSACTION. *SMC***

**I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD
THE LANGUAGE CONTAINED IN SECTION 8 OF THE PURCHASE
AGREEMENT WHICH STATES:**

**"THE PROVISIONS OF THIS CONTRACT ARE GOVERNED BY
CALIFORNIA'S UNFAIR PRACTICES ACT, BUSINESS AND
PROFESSIONS CODE SECTION 17200. IF YOU BELIEVE YOU WERE
TREATED UNFAIRLY OR WERE MISLED AS TO THE NATURE OF THE
OBLIGATIONS YOU ASSUMED UPON ENTERING INTO THIS
AGREEMENT, YOU MAY CALL YOUR LOCAL DISTRICT ATTORNEY
OR THE OFFICE OF THE ATTORNEY GENERAL FOR ASSISTANCE."
(FOR CALIFORNIA RESIDENTS ONLY)**

Initial:

SMC

SCHEDULE 11, PAGE 4

DATE PROVIDED: June 28, 2002

THE NET AMOUNT THAT YOU WILL RECEIVE FROM US IN EXCHANGE FOR YOUR FUTURE STRUCTURED SETTLEMENT PAYMENTS REPRESENTS 65.3% OF THE ESTIMATED CURRENT VALUE OF THE PAYMENTS. *Sme*

PLEASE BE ADVISED THERE ARE NO PENALTIES OR LIQUIDATED DAMAGES PAYABLE BY YOU IN THE EVENT OF ANY BREACH OF THE TRANSFER AGREEMENT BY YOU. THERE ARE NO BROKERS COMMISSIONS, SERVICE CHARGES, APPLICATION FEES, PROCESSING FEES, CLOSING COSTS, FILING FEES, ADMINISTRATIVE FEES, LEGAL FEES, NOTARY FEES AND OTHER COMMISSIONS, FEES, COSTS, EXPENSES AND CHARGES PAYABLE BY YOU OR DEDUCTED FROM GROSS AMOUNT OTHERWISE PAYABLE TO YOU.

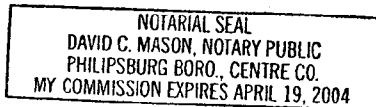
Sheila Johnson Cutter
Sheila Johnson Cutter

Date Executed: *7/15/02*

STATE OF *Penn* :
COUNTY OF *Clarke* :

On this *15* day of *July*, 200*2*, before me, the above signed personally appeared before me, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed it.

David C. Mason
Notary



Initial:

Sme

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

IN RE: SHEILA M. CLUTTER,
BENEFICIARY OF ANNUITY
CONTRACT WITH FIRST COLONY
LIFE INSURANCE COMPANY,
ANNUITY CONTRACT NO. 2426144

Petitioner

*
* No. 02-1422-CD
*
*
*
*
*
*

FILED

OCT 11 2002

William A. Shaw
Prothonotary

ORDER

AND NOW, this 9 day of Oct, 2002, upon consideration

of the within Petition of Sheila M. Clutter for the transfer of structured settlement payment right pursuant to Act 200-1 (40 P.S. 4001, et seq.) and the interested parties to this action as defined by 40 P.S. 4002 are as follows:

1. The Payee: Sheila M. Clutter
1012 Walton Street
Philipsburg, PA 16866
2. Annuity Policy Owner: Sheila Johnson Clutter
1012 Walton Street
Philipsburg, PA 16866
3. Annuity Policy Issuer: First Colony Life Insurance Company
Attn: Annuities
P.O. Box 6158
700 Main Street
Lynchburg, VA 24505-6158
4. Transferee: 321 HENDERSON RECEIVABLES LIMITED
PARTNERSHIP, its nominees, successors or assigns
30 South 15th Street, 9th Floor
Philadelphia, PA 19102-4826

The Court, upon such Petition hereby makes the following findings:

1. The transfer sought to be approved complies with the requirements of the Structured Settlement Protection Act, 40 P.S. 4000, et seq., and will not contravene any federal or state statute or the order of any Court or responsible administrative authority;

2. Not less than ten (10) days prior to the date on which Petitioner first incurred any obligation with respect to the transferee, J. G. Wentworth, S.S.C., has provided to Sheila M. Clutter a disclosure statement as required by Pennsylvania Statute 40 P.S. 4003(a)(2);

3. The best interests of Sheila M. Clutter render the transfer appropriate, taking into consideration and account that Sheila M. Clutter has no dependents whose welfare and support should be considered;

4. J. G. Wentworth, S.S.C. has served written notice, including name, address, and tax identification number to the structured settlement obligor and has served written notice as required by Pennsylvania Statute 40 P.S. 4004 upon all interested parties, none of whom have objected to the transfer.

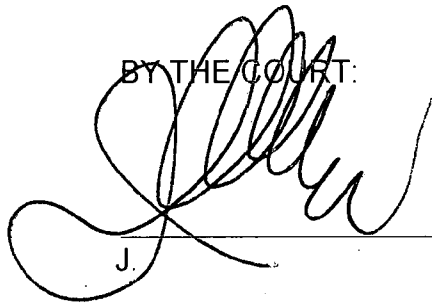
Based on the foregoing findings, it is hereby **ORDERED** that the transfer of structured settlement payment rights, as described in the purchase agreement filed with the application in this matter, it is hereby **APPROVED**, and no party to this proceeding shall hereafter refuse to honor this approved transfer.

Sheila Johnson Clutter and First Colony Life Insurance Company are hereby **AUTHORIZED** to remit the assigned payments payable to Sheila M. Clutter, to wit, 120 monthly payments of \$1,925.45 each, increasing at 2% every 12 months, beginning on November 5, 2002, and ending on October 5, 2012, to the following address:

321 HENDERSON RECEIVABLES LIMITED PARTNERSHIP,
its nominees, successors or assigns
30 South 15th Street, 9th Floor
Philadelphia, PA 19102-4826

This Order is entered without prejudice to Sheila Johnson Clutter and First Colony Life Insurance Company and the Court makes no findings regarding the enforceability of any nonassignment provision(s) contained in the original settlement agreement or related documents. This Order in no way modifies or negates the ownership or control of the underlying contract by Sheila Johnson Clutter and issued by First Colony Life Insurance Company.

BY THE COURT:



A handwritten signature in black ink, appearing to be 'J. [unclear]', is written over a horizontal line. The signature is stylized and cursive.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PA.

CIVIL ACTION - LAW

IN RE: SHEILA M. CLUTTER,
BENEFICIARY OF ANNUITY
CONTRACT WITH FIRST COLONY
LIFE INSURANCE COMPANY,
ANNUITY CONTRACT NO. 2426144

Petitioner

*
* No. *02-1422-CJ*
*
* TYPE OF PLEADING: Petition To Transfer
* Structured Settlement
*
*
*
* FILED ON BEHALF OF:
* Sheila M. Clutter, Petitioner
*
* ATTORNEY FOR PETITIONER:
* David C. Mason, Esquire
* Supreme Court ID #39180
* DAVID C. MASON LAW OFFICE
* P.O. Box 28
* Philipsburg, PA 16866
* (814) 342-2240
*

FILED

SEP 13 2002

WAS
William A. Shaw
Prothonotary

Date: 10/03/2002

Clearfield County Court of Common Pleas

User: BANDERSON

Time: 09:52 AM

ROA Report

Page 1 of 1

Case: 2002-01422-CD

Current Judge: John K. Reilly Jr.

IN RE: Sheila M. Clutter, First Colony Life Insurance Company
Civil In RE

| Date | | Judge |
|------------|---|----------------------|
| 09/13/2002 | Filing: Petition to Transfer Structured Settlement Paid by: Mason, David C. (attorney for Clutter, Sheila M.) Receipt number: 1848397 Dated: 09/13/2002 Amount: \$80.00 (Check) Four CC Attorney Mason | No Judge ✓ |
| 09/16/2002 | RULE, AND NOW, this 16th day of September, 2002, issued upon SHEILA JOHNSON CLUTTER and FIRST COLONY LIFE INSURANCE COMPANY and J. G. WENTWORTH, S.S.C., Rule Returnable the 9th day of Oct., 2002, at 9:00 a.m. by the Court, s/JKR, JR., P.J. 4 cc Atty Mason | John K. Reilly Jr. ✓ |
| 09/30/2002 | Affidavit of Service, Rule Returnable upon First Colony Life Insurance Company and J. G. Wentworth and Sheila M. Clutter filed by s/David C. Mason, Esq. | John K. Reilly Jr. ✓ |