

03-529-CD
IN RE: Sheila M. Clutter

IN RE: Sheila M. Clutter

Civil In RE

Date		Judge
04/10/2003	✓ Filing: Civil Complaint Paid by: Mason, David C. (attorney for Clutter, Sheila M.) Receipt number: 1858533 Dated: 04/10/2003 Amount: \$85.00 (Check)	No Judge
04/14/2003	✓ RULE, AND NOW, this 14th day of April, 2003, issued upon SHEILA JOHNSON CLUTTER and FIRST COLONY LIFE INSURANCE COMPANY and J. G. WENTWORTH, S.S.C. Rule Returnable the 2nd day of May, 2003, at 10:00. by the Court, s/JKR,JR. P.J. 4 cc to Atty	John K. Reilly Jr.
05/06/2003	✓ ORDER, AND NOW, this 6th day of May, 2003, re: 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. by the Court, s/JKR,JR.,P.J. 4 cc Atty Mason	John K. Reilly Jr.
05/12/2003	✓ ORDER, AND NOW, this 12th day of May, 2003, re: Transfer of Structured Settlement Payment Rights is APPROVED. by the Court, s/JKR,JR.,P.J. 3 cc Atty Mason	John K. Reilly Jr.
04/29/2005	✓ Petition For Transfer of Structured Settlement, filed by s/ David C. Mason, Esquire. 6 CC Atty Mason.	Fredric Joseph Ammerman
	✓ Rule, AND NOW, this 29th day of April, 2005, upon consideration of Petition for Transfer of Structured Settlement, a Rule is hereby issued upon Sheila Johnson Clutter and First Colony Life Insurance Company and 321 Henderson Receivables Limited Partnership to show cause why said Petition should not be granted. Rule Returnable the 23rd day of May, 2005 at 9:30 a.m. in Courtroom No. 1. BY THE COURT:/s/ Fredric J. Ammerman, President Judge. 6CC Atty Mason	Fredric Joseph Ammerman
	✓ Certificate of Service, Petition and Rule Returnable on 4-29-05 served upon: Medical Care Availability & Reduction, First Colony Life Insurance Company, Sheila Johnson Clutter, and 321 Henderson Receivables Limited. Filed by s/ David C. Mason, Esquire. 6CC atty Mason	Fredric Joseph Ammerman

DAVID C. MASON

Attorney at Law

409 NORTH FRONT STREET
P.O. BOX 28
PHILIPSBURG, PENNSYLVANIA 16866
(814) 342-2240
FAX (814) 342-5318

April 20, 2005

321 Henderson Receivables
40 Morris Avenue
Bryn Mawr, PA 19010

Attention: Shawn

In RE: Sheila Clutter

Dear Shawn:

I am writing on behalf of my client, Sheila Marie Clutter, who entered into an agreement with your firm for the sale of the remaining portion of payments due her under an annuity contract with First Colony Life Insurance Company. Previously, on two separate occasions, Sheila sold other portions of these payments to you and now has proposed to sell the remaining payments (scheduled to commence August of 2022).

As indicated this is the third sale by Sheila of this income stream. Throughout my representation of Sheila, I have carefully discussed with her all aspects of the transactions; have reviewed carefully with her each and every document and disclosure statements which she has received and/or signed; have ascertained that she is fully cognizant of the effects of the sale, the applicable discount rate, and the significance of the disparity between the aggregate amount of payments being sold and the present value being paid for those future payments. In each of the previous transactions as well as the current one, I have met and advised Sheila in the presence of her mother and have written her counsel letters, requesting that she sign the same acknowledging that she has read the letters and agreed with the contents. These letters describe in detail the transactions in which she is engaging and the cost of this sale.

FedEx USA Airbill

FedEx Tracking Number

801031202304

0200

Form I.D. No.

Sender's Copy

1 From (please print and press hard)

Date 4/21/05 Sender's FedEx Account Number

Sender's Name MASON LAW OFFICE Phone (814) 342-2240

Company

Address 409 N. FRONT ST.

City PHILIPSBURG State PA ZIP 16866

2 Your Internal Billing Reference Information (Optional) (First 24 characters will appear on invoice)

3 To (please print and press hard) Recipient's Name SHAWN Phone (800) 454-9368

Company 321 HENDERSON RECEIVABLES LIMITED PARTNERSHIP

Address 40 MORRIS AVE. (To "HOLD" at FedEx location, print FedEx address here) (We Cannot Deliver to P.O. Boxes or P.O. ZIP Codes) Dept/Floor/Suite/Room

City BRYN MAWR State PA ZIP 19010

For HOLD at FedEx Location check here Hold Weekday (Not available with FedEx First Overnight) Hold Saturday (Not available at all locations) (Available for FedEx Priority Overnight and FedEx 2Day only)

For Saturday Delivery check here (Extra Charge. Not available to all locations) (Available for FedEx Priority Overnight and FedEx 2Day only)

Service Conditions, Declared Value, and Limit of Liability - By using this Airbill, you agree to the service conditions in our current Service Guide or U.S. Government Service Guide. Both are available on request. SEE BACK OF SENDER'S COPY OF THIS AIRBILL FOR INFORMATION AND ADDITIONAL TERMS. We will not be responsible for any claim in excess of \$100 per package whether the result of loss, damage, or delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, and document your

actual loss in a timely manner. Your right to recover from us for any loss includes intrinsic value of the package, loss of sales, interest, profit, attorney's fees, costs, and other forms of damage, whether direct, incidental, consequential, or special, and is limited to the greater of \$100 or the declared value but cannot exceed actual documented loss. The maximum declared value for any FedEx Letter and FedEx Pak is \$500. FedEx Express may, upon your request, and with some limitations, refund all transportation charges paid. See the FedEx Service Guide for further details.

Questions? Call 1-800-Go-FedEx (800)463-3339

The World On Time

4a Express Package Service Packages under 150 lbs. Delivery commitment may be later in some areas.

4b Express Freight Service Packages over 150 lbs. Delivery commitment may be later in some areas.

5 Packaging 6 Special Handling Does this shipment contain dangerous goods? 7 Payment Bill to: 8 Release Signature Sign to authorize delivery without obtaining signature.

9 Total Packages Total Weight Total Declared Value* Total Charges

10 Your signature authorizes Federal Express to deliver this shipment without obtaining a signature and agrees to indemnify and hold harmless Federal Express from any resulting claims.

287

Rev. Date 5/97 Part #150385 ©1994-97 FedEx PRINTED IN U.S.A. GBFE 8/97

RETAIN THIS COPY FOR YOUR RECORDS

Terms And Conditions

Definitions On this Airbill, "we," "our" and "us" refer to Federal Express Corporation, its employees, and agents. "You" and "your" refer to the sender, its employees, and agents.

Agreement To Terms By giving us your package to deliver, you agree to all the terms in our current Service Guide, which is available on request. You also agree to those terms on behalf of any third party with an interest in the package. If there is a conflict between the Service Guide and this Airbill, the Service Guide will control. No one is authorized to change the terms of our Agreement.

Responsibility For Packaging And Completing Airbill You are responsible for adequately packaging your goods and properly filling out this Airbill. If you omit the number of packages and/or weight per package, our billing will be based on our best estimate of the number of packages we received and/or an estimated "default" weight per package as determined by us.

Responsibility For Payment Even if you give us different payment instructions, you will always be primarily responsible for all delivery costs, as well as any cost we incur in either returning your package to you or warehousing it pending disposition.

Limitations On Our Liability And Liabilities Not Assumed

- Our liability for loss or damage to your package is limited to your actual damage or \$100, unless you declare a higher value, pay an additional charge, and document your actual loss in a timely manner. You may pay an additional charge for each additional \$100 of declared value. The declared value does not constitute, nor do we provide cargo liability insurance.
- In any event, we will not be liable for any damage, whether direct, incidental, special, or consequential in excess of the declared value of a shipment, whether or not Federal Express had knowledge that such damages might be incurred including but not limited to loss of income or profits.
- We won't be liable:
 - for your acts or omissions including but not limited to improper or insufficient packing, securing, marking, or addressing or those of the recipient or anyone else with an interest in the package

- if you or the recipient violate any of the terms of our Agreement
- for loss or damage to shipments of prohibited items
- for loss, damage, or delay caused by events we cannot control, including but not limited to acts of God, perils of the air, weather conditions, acts of public enemies, war, strikes, civil commotions, or acts of public authorities with actual or apparent authority.

Declared Value Limits

- The highest declared value allowed for FedEx Letter and FedEx Pak shipments is \$500.
- For other shipments, the highest declared value allowed is \$50,000 unless your package contains items of "extraordinary value," in which case the highest declared value allowed is \$500.
- Items of "extraordinary value" include shipments containing such items as artwork, jewelry, furs, precious metals, negotiable instruments, and other items listed in our Service Guide.
- You may send more than one package on this Airbill and fill in the total declared value for all packages, not to exceed the \$100, \$500 or \$50,000 per package limit described above. (Example: 5 packages can have a total declared value of up to \$250,000.) In that case, our liability is limited to the actual value of the package(s) lost or damaged, but may not exceed the maximum allowable declared value(s) or the total declared value, whichever is less. You are responsible for proving the actual loss or damage.

Filing A Claim YOU MUST MAKE ALL CLAIMS IN WRITING and notify us of your claim within strict time limits set out in the current Service Guide.

We'll consider your claim filed if you notify our Customer Service Department at 1-800-Go-FedEx and make your claim in writing as soon as possible.

Within 90 days after you notify us of your claim, you must send us all the information you have about it. We aren't obligated to act on any claim until you have paid all transportation charges, and you may not deduct the amount of your claim from those charges.

If the recipient accepts your package without noting any damage on the delivery record, we will assume the package was delivered in good condition. For us to process your claim, you must make the original shipping cartons and packing available for inspection.

Right To Inspect We may, at our option, open and inspect your packages before or after you give them to us to deliver.

Right Of Rejection We reserve the right to reject a shipment when such shipment would be likely to cause delay or damage to other shipments, equipment, or personnel or if its shipment is prohibited by law; or if the shipment would violate any terms of our Agreement or our current Service Guide.

C.O.D. Services C.O.D. SERVICE IS NOT AVAILABLE WITH THIS AIRBILL. If C.O.D. Service is required, please use a Federal Express C.O.D. Airbill.

Air Transportation Tax Included A federal excise tax when required by the Internal Revenue Code on the air transportation portion of this service, if any, is paid by us.

Money-Back Guarantee In the event of untimely delivery, Federal Express will at your request and with some limitations, refund or credit all transportation charges. See current Service Guide for more information.

Freight Services There are several freight service options, depending on your transit time needs.

- **FedEx Overnight Freight:** Next business-day service to all points in the 48 states; rates are based upon the distance shipped.
- **FedEx 2Day Freight:** Second business-day service to all points in the 48 states; rates are based upon the distance shipped.
- **FedEx Express Saver Freight:** Up to 3 business-day service to all points in the 48 states; rates are based upon the distance shipped.

321 Henderson Receivables Limited Partnership
Attention: Shawn
April 20, 2005
Page 2

I have been licensed to practice in Pennsylvania since 1983 and since that time have been actively engaged in the general practice of law. I have represented Sheila Clutter for the past seven or eight years.

I trust that this letter accurately and adequately describes my relationship with Ms. Clutter and that you will feel comfortable moving forward with this transaction.

Very truly yours,

MASON LAW OFFICE

A handwritten signature in dark ink, appearing to read "David C. Mason", with a stylized flourish at the end.

David C. Mason

DCM:blb
cc Sheila Clutter

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
(SECOND PETITION)

Petitioner

*
* No. 03-529-CD
*
* TYPE OF PLEADING: Petition To Transfer
* Structured Settlement
* (Second Petition)
*
*
*
* 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
*

COPY

Original to CR

FILED

APR 10 2003

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
(SECOND PETITION)

Petitioner

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* No. *03-529-CD*
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* TYPE OF PLEADING: Petition To Transfer
* Structured Settlement
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* FILED ON BEHALF OF:
* Sheila M. Clutter, Petitioner
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* 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
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FILED

APR 10 2003

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
(SECOND PETITION)

Petitioner

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* No.
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PETITION TO TRANSFER STRUCTURED SETTLEMENT
(SECOND PETITION)

AND NOW, this 9th day of APRIL, 2003, 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 R. R. #1, Box 368, 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: One hundred twenty (120) payments of \$2,347.11

each, increasing at two (2%) percent every twelve (12) months. Payments begin September 6, 2012, and ending on August 6, 2022 (aggregate amount of purchased payments is \$308,402.28).

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 One hundred twenty (120) payments of \$2,347.11 each, increasing at two (2%) percent every twelve (12) months. Payments begin September 6, 2012, and ending on August 6, 2022 (aggregate amount of purchased payments is \$308,402.28) 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".

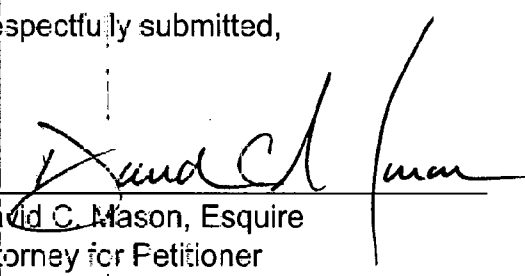
5. J. G. Wentworth, S. S.C. has served written notice, including its name, address and tax identification number, to the structured settlement obligor and has served written notice as required by Pennsylvania Statute 40 P.S. 4004 upon all interested parties, none of whom has objected to the transfer. 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 in order that Sheila M. Clutter, the owner of the aforementioned annuity may secure for herself a cash settlement of future payment obligations extending nineteen (19) years into the future. The payments being sold are due to be made between 2012 and 2022. Due to the Petitioner's healthcare concerns, serious medical conditions, and

life expectancy, Sheila M. Clutter does not expect to live throughout the balance of the contracted for payments.

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,

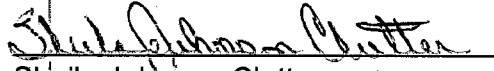


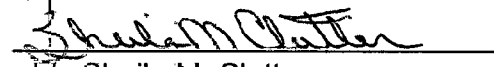
David C. Mason, Esquire
Attorney for Petitioner

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: 4-9-03


Sheila Johnson Clutter


a/k/a Sheila M. Clutter

FILED

019:3581
APR 10 2003

William A. Shaw
Prothonotary

CA

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
(SECOND PETITION)

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* No. 03-529-CD
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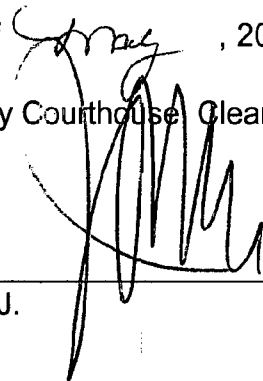
Petitioner

RULE

AND NOW, this 14th day of April, 2003, 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 2 day of May, 2003, at 10:00 A.m. in Courtroom No. 1, of the Clearfield County Courthouse, Clearfield, PA.


J.

FILED

APR 14 2003

William A. Shaw
Prothonotary

FILED

0 10:04 BA HCC to atty.

APR 14 2003 EKD

William A. Shaw
Prothonotary

CA

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
(SECOND PETITION)

Petitioner

*
* No. 03-529CD
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FILED

MAY 06 2003

William A. Shaw
Prothonotary

ORDER

AND NOW, this 6th day of May, 2003, 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. 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.

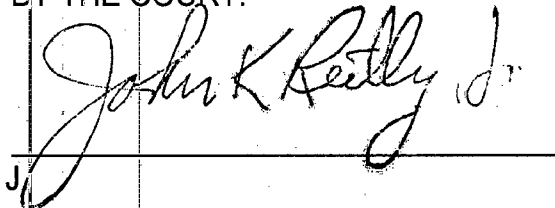
Based on the foregoing findings, it is hereby **ORDERED** that the transfer of structured settlement payment rights, as described in the purchase agreement filed with the application in this matter, it is hereby **APPROVED**, and no party to this proceeding shall hereafter refuse to honor this approved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

Sheila Johnson Clutter and First Colony Life Insurance Company are hereby **AUTHORIZED** to remit the assigned payments, to wit: One hundred twenty (120) payments of \$2,347.11 each, increasing at two (2%) percent every twelve (12) months. Payments begin September 6, 2012, and ending on August 6, 2022 (aggregate amount of purchased payments is \$308,402.28).

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:


J

William A. Shaw
Prothonetary

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of 2:25-51
MAY 06 2003
Atty Nason

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
(SECOND PETITION)

Petitioner

*
* No. 03-529-CD
*

FILED

MAY 12 2003

William A. Shaw
Prothonotary

ORDER

AND NOW, this 12th day of May, 2003, 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
P.O. Box 7780-4244
Philadelphia, PA 19182-4244

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, to wit: One hundred twenty (120) payments of \$2,347.11 each, increasing at two (2%) percent every twelve (12) months. Payments begin September 6, 2012, and ending on August 6, 2022 (aggregate amount of purchased payments is \$308,402.28).

321 HENDERSON RECEIVABLES LIMITED PARTNERSHIP,
its nominees, successors or assigns
P. O. Box 7780-4244
Philadelphia, PA 19182-4244

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



FILED

300

04/10/3/2003

MAY 12 2003

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Atty Mason

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. 03-529-CD
*
* TYPE OF PLEADING: Certificate of Service
*
*
*
*
* 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
* Phillipsburg, PA 16866
* (814) 342-2240
*

FILED ⁶²
01/24/05
APR 29 2005
Att. Mason

William A. Shaw
Prothonotary/Clerk of Courts

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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CERTIFICATE OF SERVICE

I, DAVID C. MASON, Esquire, attorney for Petitioner, hereby certify that I served a true and correct copy of the foregoing Petition, together with Rule Returnable with notice of scheduled hearing, to the parties below by depositing a copy of said Petition and Rule Returnable in the United States Postal Service via first class mail, postage prepaid, on this

day of , 2005.

Medical Care Availability & Reduction
of Error Fund
1062 Lancaster Avenue
Rosemont, PA 19010

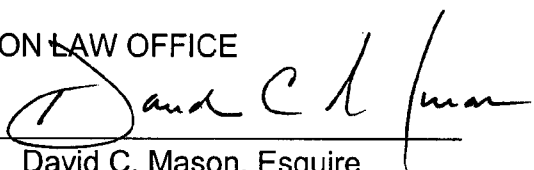
Sheila Johnson Clutter
n/k/a Sheila M. Clutter
135 Blue Spruce Road
Philipsburg, PA 16866

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

321 Henderson Receivables Limited
Partnership Attn: V. Pres. - Operations
2215-B Renaissance Drive, Suite 5
Las Vegas, NV 89119

DATED: 4-29-05

MASON LAW OFFICE

By: 
David C. Mason, Esquire
Attorney for Petitioner



**Medical Care Availability and
Reduction of Error Fund**
PENNSYLVANIA INSURANCE DEPARTMENT

1062 Lancaster Avenue, Suite 15-F
Rosemont, PA 19010

Facsimiles:
Executive Office (717) 705-7341
Legal Office (717) 783-7659
Claim Office (717) 787-0651
Policy Office (717) 705-7342

Rosemont Office:
Telephone (610) 801-2200
Fax (610) 801-2211

May 6, 2005

David C. Mason, Esquire
409 North Front Street
P.O. Box 28
Philipsburg, PA 16866

RECEIVED
PROTHONOTARY'S OFFICE
5/11/05
WILLIAM A. SHAW
PROTHONOTARY/CLERK OF COURTS

03-529-CD

RE: Petition of Sheila M. Clutter to Transfer Structured Settlement Payment Rights
CCP: Clearfield County No. 03-529-CS

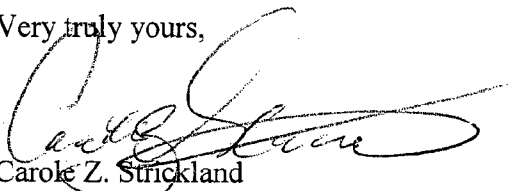
Dear Mr. Mason:

The Mcare Fund has received and reviewed the above-referenced Petition.

Please be advised that neither the Mcare Fund nor its predecessor, the Medical Professional Liability Catastrophe Loss Fund is the owner nor had any involvement or interest in the above-referenced structured settlement.

We do not know why the Petition was forwarded to Mcare.

Very truly yours,


Carole Z. Strickland
Claims Manager

CZS/nmc

cc: Court of Common Pleas of Clearfield CO., PA No. 03-529-CS
David J. Reape, Seniro VP, 321 Henderson Receivables
Shunna Venable, First Colony

CA

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

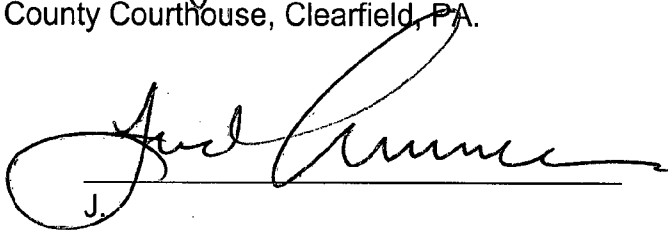
Petitioner

*
* No. 03-529-CD
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RULE

AND NOW, this 29 day of April, 2005, upon consideration of
Petition for Transfer of Structured Settlement, a Rule is hereby issued upon Sheila
Johnson Clutter and First Colony Life Insurance Company and 321 Henderson
Receivables Limited Partnership to show cause why said Petition should not be granted.

RULE RETURNABLE the 30th day of May, 2005, at 9:30 A.m. in
Courtroom No. 1, of the Clearfield County Courthouse, Clearfield, PA.


J.

FILED ⁶²
d/2:45 PM
APR 29 2005
WCC
Aly. Mason
William A. Shaw
Prothonotary/Clerk of Courts

CA

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. 03-529-CD
*
* TYPE OF PLEADING: Petition for Transfer
* of 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 ^{OK}
012:45 PM Amy Mason
APR 29 2005

William A. Shaw
Prothonotary/Clerk of Courts

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.
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PETITION FOR TRANSFER OF STRUCTURED SETTLEMENT

AND NOW, this _____ day of _____, 2005, 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 135 Blue Spruce Road, 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.

3. Petitioner proposes to enter into a purchase agreement with 321 Henderson Receivables Limited Partnership, whose address is 2215-B Renaissance Drive, Suite 5, Las Vegas, NV 89119, who will purchase said annuity for the purchase price of **TWENTY-**

TWO THOUSAND (\$22,000.00) DOLLARS. This purchase is an aggregate amount of purchased payments of **\$341,554.56** 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. 321 Henderson Receivables Limited Partnership provided the Petitioner, Sheila M. Clutter, with a Disclosure Statement pursuant to title 40 P.S. §4003. See Exhibit "B".

5. 321 Henderson Receivables Limited Partnership 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 title 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 "C".

6. The best interest of Sheila M. Clutter would be served by granting the relief requested herein so Sheila M. Clutter can purchase a van for the purposes of traveling.

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 purchased by 321 Henderson Receivables Limited Partnership.

Respectfully submitted,



David C. Mason, Esquire
Attorney for Petitioner

PURCHASE AGREEMENT

This is a Purchase Agreement. The date of this Agreement is _____, 200_. Sheila Johnson Clutter is the Seller. 321 Henderson Receivables 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 321 Henderson Receivables 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 listed in Exhibit "A". As used in this Agreement, the term "Assigned Assets" means (1) 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 Twenty-Two Thousand Dollars and 00/100 Cents (\$22,000.00) (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.

2. 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.

Ex. "A"

- 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 "321 Henderson Receivables 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.

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 11 of this Agreement. During the last _____ 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.

- 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 11 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 six to eight weeks to complete this process, but that it could take longer. You understand that we have to obtain court approval of this transfer. 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 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 11 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 Assigned Assets 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 §8.

- 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 321 HENDERSON. 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 2215-B, Suite 5, Renaissance Drive, Las Vegas, NV 89119. 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. **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.

8. **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 11 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.**

9. **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: AK, AZ, CA, CO, CT, DE, FL, GA, IA, ID, IL, IN, KY, LA, MA, MD, ME, MI, MN, MO, MS, NC, NE, NJ, NV, 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.) Your domicile is the proper place of venue to bring any action arising out of a breach of this Agreement.

10. **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.

11. **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
135 BLUE SPRUCE RD
PHILIPSBURG, PA 16866

If to Us:

321 Henderson Receivables Limited Partnership
2215-B Renaissance Drive
Suite 5
Las Vegas, NV 89119
Attention: Vice President – Operations

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **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.

20. **Court Approval.** You understand that court approval is required for this transfer. You agree to cooperate with us to obtain such court approval.

21. **Exhibits.** Attached to this Purchase Agreement are the following Exhibits:

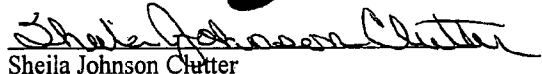
Exhibit "A" List of What Payments We are Buying.

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.

321 HENDERSON RECEIVABLES LIMITED
PARTNERSHIP

By:


Vice President-Operations


Sheila Johnson Clutter

Spouse

Sworn to and subscribed
before me this 7th day of April, 2005

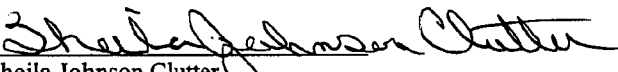

Notary

NOTARIAL SEAL
KAITY L. BELTZ, NOTARY PUBLIC
PHILIPSBURG BORO., CENTRE COUNTY
MY COMMISSION EXPIRES OCT. 13, 2007

Exhibit A

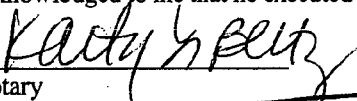
We are hereby purchasing from You under the Annuity:

A) 12 Monthly payments of \$2,917.89 each, beginning on 9/5/2022 and ending on 8/5/2023 B) 12 Monthly payments of \$2,976.24 each, beginning on 9/5/2023 and ending on 8/5/2024 C) 12 Monthly payments of \$3,035.77 each, beginning on 9/5/2024 and ending on 8/5/2025 D) 12 Monthly payments of \$3,096.48 each, beginning on 9/5/2025 and ending on 8/5/2026 E) 12 Monthly payments of \$3,158.41 each, beginning on 9/5/2026 and ending on 8/5/2027 F) 12 Monthly payments of \$3,221.58 each, beginning on 9/5/2027 and ending on 8/5/2028 G) 12 Monthly payments of \$3,286.01 each, beginning on 9/5/2028 and ending on 8/5/2029 H) 12 Monthly payments of \$3,351.73 each, beginning on 9/5/2029 and ending on 8/5/2030 I) 12 Monthly payments of \$3,418.77 each, beginning on 9/5/2030 and ending on 8/5/2031


Sheila Johnson Clutter

STATE OF PA :
COUNTY OF Centre :

On this 7th day of April, 2005, 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 1

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) 12 Monthly payments of \$2,917.89 each, beginning on 9/5/2022 and ending on 8/5/2023 B) 12 Monthly payments of \$2,976.24 each, beginning on 9/5/2023 and ending on 8/5/2024 C) 12 Monthly payments of \$3,035.77 each, beginning on 9/5/2024 and ending on 8/5/2025 D) 12 Monthly payments of \$3,096.48 each, beginning on 9/5/2025 and ending on 8/5/2026 E) 12 Monthly payments of \$3,158.41 each, beginning on 9/5/2026 and ending on 8/5/2027 F) 12 Monthly payments of \$3,221.58 each, beginning on 9/5/2027 and ending on 8/5/2028 G) 12 Monthly payments of \$3,286.01 each, beginning on 9/5/2028 and ending on 8/5/2029 H) 12 Monthly payments of \$3,351.73 each, beginning on 9/5/2029 and ending on 8/5/2030 I) 12 Monthly payments of \$3,418.77 each, beginning on 9/5/2030 and ending on 8/5/2031

THE AGGREGATE AMOUNT OF THE PURCHASED PAYMENTS IS \$341,554.56.

THE DISCOUNTED PRESENT VALUE OF THE AGGREGATE PAYMENTS AT 4.60% IS \$127,707.08. THE DISCOUNTED PRESENT VALUE IS THE CALCULATION OF THE CURRENT VALUE OF THE TRANSFERRED STRUCTURED SETTLEMENT PAYMENTS UNDER FEDERAL STANDARDS FOR VALUING ANNUITIES. THE GROSS AMOUNT

Ex. 10

PAYABLE TO SELLER IS \$22,000.00.

**THE FOLLOWING EXPENSES ARE INCURRED BY THE SELLER (YOU)
AND WILL BE DEDUCTED FROM THE PURCHASE PRICE:**

COMPLIANCE AND ADMINISTRATIVE FEE: \$0.00

**THE NET AMOUNT PAYABLE TO THE SELLER(YOU) IS \$22,000.00. NO
OTHER EXPENSES ARE INCURRED BY YOU.**

321
HENDERSON RECEIVABLES
LIMITED PARTNERSHIP

April 13, 2005

First Colony Life Insurance Company
700 Main Street
Lynchburg, VA 24505-1280
Attn: Legal Department/Structured Settlements

~~Pennsylvania Catastrophic Loss Fund~~

*Medical Care Availability & Reduction of Error Fund
1065 Lancaster Ave. Rosemont Pa 19010*

Attn: Legal Department/Structured Settlements

RE: Notice of Sale/Assignment of Payment Rights
Your Contract #: 2426144
Payee: Sheila Clutter
SS #: 198-48-4760

Dear Insurer:

Please be advised that 321 Henderson Receivables Limited Partnership and/or its successors and assigns, have entered into a transaction with the above-referenced annuitant who is seeking to transfer certain of his/her rights to the payments scheduled to be received under the above-referenced annuity policy. We are currently seeking court approval pursuant to the applicable structured settlement transfer statute. Pursuant to the statute, please note the following information about the Purchaser:

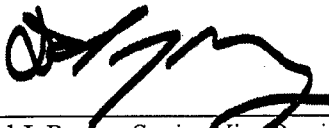
321 Henderson Receivables Limited Partnership
40 Morris Ave
Bryn Mawr PA 19010
Tax ID #88-0513164

PLEASE NOTE: No payments under this annuity should be held until the courts have entered a final order and we have forwarded this order to you.

Very truly yours,

321 Henderson Receivables Limited Partnership

By:


David J. Reape, Senior Vice President

2215-B RENAISSANCE DRIVE • suite 5 • LAS VEGAS, NV 89119
PHONE: 800-454-9368 • FAX: (215) 567-7525 • E-MAIL: JGW@JGWFUNDING.COM
WEB SITE: WWW.JGWFUNDING.COM

Ex. "C"

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: 4-28-05

Sheila Johnson Clutter
Sheila Johnson Clutter

Sheila M. Clutter
a/k/a Sheila M. Clutter

April 18, 2005

Sheila Clutter
135 Blue Spruce Rd.
Philipsburg, PA 16866

Dear Sheila:

Please allow this letter to serve as a confirmation of the information imparted to you at our office conference on Thursday, April 7, 2005.

You have contacted me to assist in the preparation of a Petition for court approval of the sale of the final payments due you under the annuity with First Colony. On two previous occasions I assisted you in the same fashion. I counseled you on the propriety of selling the payments and the heavy price you are paying to receive a lump sum of money today in exchange for an income stream of monthly payments for sometime in the future. You have indicated to me that with regard to the current transaction you wish to sell the payments which begin in September of 2022 and continue through August of 2031, because, as reported by you, your physical condition would not allow you to live to receive any of these payments. I have already gone to great lengths in earlier transactions between you and J. G. Wentworth to explain in detail how much this is costing you, and the benefits which you are giving up. However, since you have already sold the payments up through August of 2022, and now are selling payments that are not due to commence for over seventeen (17) years, some of the reasons have lost some significance.

Nonetheless, I want to confirm that I have reviewed with you Schedule 1, entitled "Disclosure Statement", which reveals that the total payments to be given up by you is \$341,554.56. You are receiving a total of \$22,000.00 for the sale of these payments. Advancing that money to you now costs you 13.54%, which is the effective annual discount rate (or annual interest rate) for this transaction. The disclosure notice also reveals that what you are receiving is less than 1/5 (actually 17.2%) of the current value of those future payments, if the company used federal rates of interest, which currently is 4.6%. But the company is charging you 13.54%, and if they used the current federal rate you would receive \$127,907.00. Instead, you are receiving only \$22,000.00.

Sheila Clutter
April 18, 2005
Page 2


One final item to consider, I did not prepare a pie chart for this deal like I did for the other ones because your slice of the pie is too small to be depicted. So lets look at it a different way. The payments you are selling total \$341,554.00. For each dollar that you could receive starting in 2022, you are currently receiving 6 ½ cents. You are selling these payments for 6 ½ cents on the dollar, or Wentworth gets 93 ½ cents and you get 6 ½ cents.

My job in this transaction is not to talk you out of doing the deal, and it never has been talking you into the deal. Rather, I am simply pointing out the costs associated with these kinds of sales and allowing you and your mother to make an independent, intelligent, and fully informed decision.

I am sure you will remember this procedure from the past. Please sign below.

Very truly yours,

MASON LAW OFFICE



David C. Mason

DCM:blb

I, Sheila Clutter, have read the entire contents of this letter and do agree with the same.

Dated: 4/19/05


Sheila Clutter

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. 03-529-05
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*
*

FILED

0110:CCBN
MAY 23 2005

William A. Shaw
Prothonotary/Clerk of Courts

LeCC Atty Mason

ORDER

AND NOW, this 23 day of May, 2005, upon consideration
of the within Petition of Sheila M. Clutter for the transfer of structured settlement 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
Attention: Vice-Pres. - Operations
2215-B Renaissance Drive, Suite 5
Las Vegas, NV

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 other 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, 321 Henderson Receivables Limited Partnership, 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. 321 Henderson Receivables Limited Partnership 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.

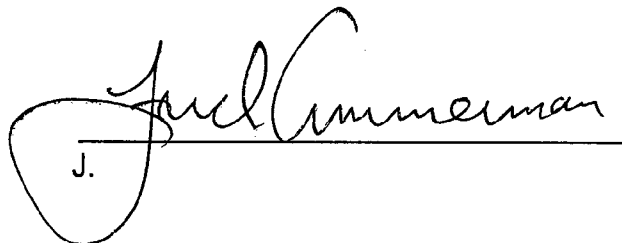
Based on the foregoing findings, it is hereby ORDERED that the transfer of structured settlement payment rights, as described in the purchase agreement filed with the application in this matter, it is hereby APPROVED, and no party to this proceeding shall hereafter refuse to honor this approved purchase.

Sheila Johnson Clutter and First Colony Life Insurance Company are hereby authorized to remit all remaining payments due from First Colony Life Insurance Company on the aforesaid annuity contract, to wit:

A) 12 monthly payments of \$2,917.89 each, beginning on 9/5/2022 and ending on 8/5/2023; B) 12 monthly payments of \$2,976.24 each, beginning on 9/5/2023 and ending on 8/5/2024; C) 12 monthly payments of \$3,035.77 each, beginning on 9/5/2024 and ending on 8/5/2025; D) 12 monthly payments of \$3,096.48 each, beginning on 9/5/2025 and ending on 8/5/2026; E) 12 monthly payments of \$3,158.41 each, beginning on 9/5/2026 and ending on 8/5/2027; F) 12 monthly payments of \$3,221.58 each, beginning on 9/5/2027 and ending on 8/5/2028; G) 12 monthly payments of \$3,286.01 each, beginning on 9/5/2028 and ending on 8/5/2029; H) 12 monthly payments of \$3,351.73 each, beginning on 9/5/2029 and ending on 8/5/2030; I) 12 monthly payment of \$3,418.77 each, beginning on 9/5/2030 and ending on 8/5/2031 (aggregate amount of purchased payments is \$341,554.56).

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.

BY THE COURT:


J.

FILED

MAY 23 2005

William A. Shaw
Prothonotary/Clerk of Courts