

03-1338-CD
IN RE: JONATHAN C. MURRAY

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

In Re: JONATHAN C. MURRAY :
: No. 03-1338-CD
: Type of Pleading: Petition to Transfer
: Structured Settlement
: Filed on behalf of: Jonathan C. Murray
: Counsel of Record for this party:
: DAVID J. HOPKINS, ESQUIRE
: Attorney at Law
: Supreme Court No. 42519
: 900 Beaver Drive
: DuBois, Pennsylvania 15801
: (814) 375-0300

FILED

SEP 11 2003

William A. Shaw
Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

In Re: JONATHAN C. MURRAY : No.

:

PETITION TO TRANSFER STRUCTURED SETTLEMENT

AND NOW, comes Petitioner, Jonathan C. Murray, by and through his attorneys, The Hopkins Law Firm, and states as follows:

1. Petitioner is Jonathan C. Murray whose address is 3 South Front Street, Apartment 1, Philipsburg, Pennsylvania 16866.
2. Petitioner was involved in a motor vehicle - motorcycle accident in June of 1999. As a result thereof, Petitioner received a structured settlement issued by the Metropolitan Life Insurance Company, 200 Park Avenue, 5/P New York, New York 10166. The structured settlement provided for sixty (60) consecutive monthly payments of \$832.00 beginning March 17, 2004 and ending February 17, 2009.
3. Petitioner proposes to sell the sixty (60) consecutive monthly payment of \$832.00 to 321 Henderson Receivables Limited Partnership whose address is c/o J.G. Wentworth & Company, 40 Morris Avenue, Bryn Mawr, Pennsylvania 19010, who will purchase the sixty (60) monthly payments of \$832.00 per for \$37,000.00.
4. 321 Henderson Receivables Limited Partnership has provide Petitioner, Jonathan C. Murray, with a Disclosure Statements pursuant to 40 P.S. §4003(a)(2), (a)(4) and (b). See attached Disclosure Statement set forth as Exhibit "A".
5. The best interest of Jonathan C. Murray would be served by granting the relief requested herein because Jonathan C. Murray is in need of the funds to pay off

various hospital debts relating to the accident, various fines, other debts he has incurred at a younger less mature age and to pay for his college education. Today, Jonathan C. Murray is a bright twenty (20) year old individual. He is a member of the United States Marine Corps. He is enrolled in the Lock Haven University in the platoon leaders course.

6. Petitioner possesses sufficient funds to live on without the structured settlement inasmuch as he also has his own land development company.

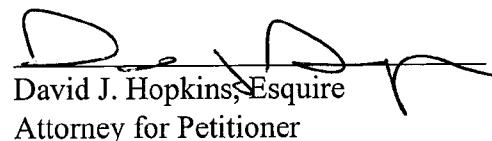
7. Jonathan C. Murray does not suffer from further complications from the motor vehicle – motorcycle accident that lead to the structured settlement.

8. Jonathan C. Murray has been represented by his own independent legal counsel regarding the implications of the transfer, including consideration of the tax ramifications of the transfer.

9. Jonathan C. Murray has given written notice of the transferee's name, address and taxpayer identification number to Metropolitan Life Insurance Company and has filed a copy of such notice with the Court;

WHEREFORE, Petitioner respectfully requests this Honorable Court approve and authorize the sale of Jonathan C. Murray's Metropolitan Life Insurance Annuity Contract that will pay him \$832.00 per month for the period March 17, 2004 through February 17, 2009 to 321 Henderson Receivables Limited Partnership for the sum of \$37,000.00.

Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Petitioner

VERIFICATION

I hereby verify that the statements made in this pleading are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S.A. Section 4904, relating to Unsworn Falsification to Authorities.



Jonathan C. Murray

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 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.

21. **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

Initial:



©2001 321 Henderson Receivables Limited Partnership

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) 60 Monthly payments of \$832.00 each, beginning on 3/17/2004 and ending on 2/17/2009

THE AGGREGATE AMOUNT OF THE PURCHASED PAYMENTS IS \$49,920.00.

THE DISCOUNTED PRESENT VALUE OF THE AGGREGATE PAYMENTS AT 3% IS \$45,602.61. 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 PAYABLE TO SELLER IS \$37,000.00. THE NET AMOUNT PAYABLE TO THE SELLER IS \$37,000.00. NO EXPENSES ARE INCURRED BY YOU.

THE DISCOUNTED PRESENT VALUE OF PAYMENTS SHALL BE CALCULATED AS FOLLOWS: THE APPLICABLE FEDERAL RATE USED IN CALCULATING THE DISCOUNTED PRESENT VALUE IS 3%.

THE EFFECTIVE ANNUAL DISCOUNT RATE FOR THIS TRANSACTION IS 10.55%. 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, LESS THE TOTAL AMOUNT OF COMMISSIONS, FEES, COSTS, EXPENSES

Initial:



©2001 321 Henderson Receivables Limited Partnership

AND CHARGES PAYABLE BY YOU.

THE NET AMOUNT THAT YOU WILL RECEIVE FROM US IN EXCHANGE FOR YOUR FUTURE STRUCTURED SETTLEMENT PAYMENTS REPRESENTS 81.1% OF THE ESTIMATED CURRENT VALUE OF THE PAYMENTS BASED UPON THE DISCOUNTED VALUE USING THE APPLICABLE FEDERAL RATE.

THE QUOTIENT OBTAINED BY DIVIDING THE NET PAYMENT BY THE DISCOUNTED PRESENT VALUE IS 81.1 %.

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 10.55% 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.

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

03-09-24 (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:



**321 HENDERSON RECEIVABLES LIMITED PARTNERSHIP
2920 NORTH GREEN VALLEY PARKWAY
BUILDING # 3, SUITE 321
HENDERSON, NV 89014
ATTENTION: VICE PRESIDENT – OPERATIONS**

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

**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.**

22. **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.

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



Jonathan C. Murray

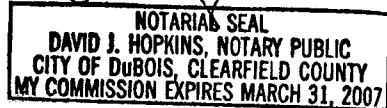
Spouse

Sworn to and subscribed
before me this 3rd day of Sept, 2003



Notary

Initial:



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

In Re: JONATHAN C. MURRAY :
: No. 03-1338-CD

RULE RETURNABLE

NOW, this 15th day of September, 2003, upon consideration of the Petition to Transfer Structured Settlement, a Rule is hereby issued upon Metropolitan Life Insurance Company and 321 Henderson Receivables Limited Partnership to Show Cause why the Petition should not be granted.

Rule Returnable on the 13 day of October, 2003, at 9:00 o'clock A.M. in Courtroom No. 1 of the Clearfield County Courthouse, Clearfield, Pennsylvania.

NOTICE

A PETITION OR MOTION HAS BEEN FILED AGAINST YOU IN COURT. IF YOU WISH TO DEFEND AGAINST THE CLAIMS SET FORTH IN THE FOLLOWING PETITION BY ENTERING A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILING IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE MATTER SET FORTH AGAINST YOU. YOU ARE WARNED THAT IF YOU FAIL TO DO SO THE CASE MAY PROCEED WITHOUT YOU AND AN ORDER MAY BE ENTERED AGAINST YOU BY THE COURT WITHOUT FURTHER NOTICE FOR RELIEF REQUESTED BY THE PETITIONER OR MOVANT. YOU MAY LOSE RIGHTS IMPORTANT TO YOU.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

FILED

COURT ADMINISTRATOR
Clearfield County Courthouse
1 North Second Street
Clearfield, PA 16830
(814) 765-2641

SEP 15 2003

William A. Shaw
Prothonotary/Clerk of Courts

BY THE COURT,

JUDGE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA
(CIVIL DIVISION)

In Re: JONATHAN C. MURRAY :
: No. 03-1338 C.D.
:

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Petition to Transfer Structured Settlement together with Rule to Show Cause, filed on behalf of Jonathan C. Murray, was forwarding by certified mail, postage prepaid, on the 17th day of September, 2003, to all counsel of record, addressed as follows:

BY CERTIFIED MAIL

Article Number: 7002 2030 0006 3808 5365
Metropolitan Life Insurance Company
200 Park Avenue, 5P
New York, NY 10166
Received September 19, 2002

Article Number: 7002 2030 0006 3808 5372
321 Henderson Receivables Limited Partnership
c/o J. G. Wentworth & Company
40 Morris Avenue
Bryn Mawr, PA 19010
Received September 19, 2002



David J. Hopkins, Esquire
Attorney for Jonathan C. Murray

FILED

OCT 13 2003

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

In Re: JONATHAN C. MURRAY :
: Case No. 03-1338-C.D.
:

ORDER

AND NOW, this 13th day of October, 2003, upon consideration of the unopposed petition of Jonathan C. Murray ("Mr. Murray"), it is hereby ORDERED, ADJUDGED, and DECREED as follows:

1. The transfer of the structured settlement proceeds (the "Assigned Payments") by Mr. Murray to 321 Henderson Receivables Limited Partnership ("Henderson Receivables") as described in the petition in this matter (the "Proposed Transfer"): (i) does not contravene any federal or state statute or the order of any court or responsible administrative authority, and (ii) is in the best interest of Mr. Murray or his dependents.
2. Pursuant to §4001 through §4009 of the Pennsylvania Statutes, the Structured Settlement Protection Act, the Court expressly finds that:
 - a. The Proposed Transfer complies with the requirements of the Structured Settlement Protection Act (40 P.S. §§4001-4009) and will not contravene other applicable Federal or State statutes or regulations or any applicable law limiting the transfer of worker's compensation claims as required under 40 P.S. §4003(A)(1).

FILED

OCT 13 2003

William A. Shaw
Prothonotary/Clerk of Courts

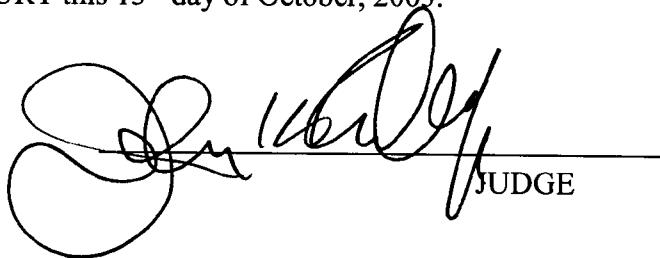
- b. Not less than ten days prior to the date on which Mr. Murray signed the transfer agreement, Henderson Receivables provided a disclosure statement as required under 40 P.S. §4003(A)(2).
- c. Mr. Murray has established that the Proposed Transfer is in his best interests as required under 40 P.S. §4003(A)(3).
- d. Mr. Murray has received or expressly waived in a separate written acknowledgement signed by his, independent legal advice regarding the implications of the Proposed Transfer, including consideration of the tax ramifications of the Proposed Transfer as required under 40 P.S. §4003(A)(4).
- e. Written notice of Henderson Receivables name, address, and taxpayer identification number has been given to the annuity issuer and the structured settlement obligor and a copy of such notice has been filed with the court as required under 40 P.S. §4003(A)(6).
- f. Prior to entering the Purchase Agreement to make the Proposed Transfer, Mr. Murray was provided with a written notice regarding consultation with an attorney as required under 40 P.S. §4003(B).

3. The Proposed Transfer from Mr. Murray to 321 Henderson Receivables Limited Partnership is approved.

4. Henderson Receivables shall defend, indemnify, and hold harmless Metropolitan Life Insurance Company and Geico Insurance Company, and its directors, shareholders, officers, agents, employees, servants, successors, executors, administrators, and assigns, and any parent, subsidiary, or affiliate thereof, and their directors, shareholders, officers, agents, employees, servants, successors, executors, administrators, and assigns, past and present, from and against any and all liability, including reasonable attorney's fees and costs, for all claims, including but not limited to claims by Mr. Murray, his heirs, beneficiaries, and/or contingent beneficiaries, arising out of, related to, or in connection with the Assigned Payments, the Proposed Transfer, or the Stipulation executed in connection with this matter, except with respect to claims to enforce the Stipulation.

5. Henderson Receivables and Mr. Murray, for themselves and for their respective directors, shareholders, officers, agents, employees, servants, successors, heirs, beneficiaries, contingent beneficiaries, executors, administrators, and assigns, and any parent, subsidiary, or affiliate thereof, and their directors, shareholders, officers, agents, employees, servants, successors, heirs, beneficiaries, contingent beneficiaries, executors, administrators, and assigns, past and present (the "Releasors"), hereby remise, release and forever discharge Metropolitan Life Insurance Company and Geico Insurance Company, and their directors, shareholders, officers, agents, employees, servants, successors, executors, administrators, and assigns, and any parent, subsidiary, or affiliate thereof and their directors, shareholders, officers, agents, employees, servants, successors, executors, administrators, and assigns, past and present (the "Releasees"), of and from any and all manner of actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, settlements, damages, claims, and demands whatsoever, in law or in equity, in connection with, related to, or arising out of, any claim or allegation that was or could have been asserted in connection with, related to, or arising out of, the Assigned Payments or the Proposed Transfer, in connection with this matter, which against each other or the Releasees, the Releasors can, shall or may have, except for claims to enforce any party's rights under the Stipulation.

DONE IN OPEN COURT this 13th day of October, 2003.

A handwritten signature in black ink, appearing to read "John W. Dwyer", is written over a horizontal line. To the right of the signature, the word "JUDGE" is printed in capital letters.

JUDGE

Date: 10/13/2003

Clearfield County Court of Common Pleas

User: DGREGG

Time: 12:50 PM

ROA Report

Page 1 of 1

Case: 2003-01338-CD

Current Judge: John K. Reilly Jr.

IN RE: Jonathan C. Murray

Civil In RE

Date		Judge
09/11/2003	Filing: Petition Paid by: David J. Hopkins Receipt number: 1865974 ✓ Dated: 09/11/2003 Amount: \$85.00 (Check) 1 CC to Atty.	No Judge
09/15/2003	✓ RULE RETURNABLE, NOW, this 15th day of September, 2003, issued upon Metropolitan Life Insurance Company and 321 Henderson Receivables Limited Partnership. Rule Returnable on the 13th day of October, 2003, at 9:00 a.m. by the Court, s/JKR,JR.,P.J. 1 cc Atty Hopkins	John K. Reilly Jr.
10/13/2003	✓ Certificate of Service, Petition to Transfer Structured Settlement together w/Rule to Show Cause, filed on behalf of Jonathan C. Murray, upon: Metropolitan Life Insurance Company and 321 Henderson Receivables Limited Partnership c/o J. G. Wentworth & Company filed by s/David J. Hopkins, Esquire no cc ✓ ORDER, AND NOW, this 13th day of October, 2003, re: Transfer of the structured settlement proceeds is APPROVED. by the Court, s/JKR,JR.,P.J. 4 cc Atty Hopkins	John K. Reilly Jr.

FILED

OCT 17 2003

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
(CIVIL DIVISION)

William A. Shaw
Prothonotary

In Re: JONATHAN C. MURRAY :
: Case No. 03-1338-C.D.
:

AMENDED ORDER

AND NOW, this 16 day of October, 2003, upon consideration of the unopposed petition of Jonathan C. Murray ("Mr. Murray"), it is hereby ORDERED, ADJUDGED, and DECREED as follows:

1. The transfer of the structured settlement proceeds (the "Assigned Payments") by Mr. Murray to 321 Henderson Receivables Limited Partnership ("Henderson Receivables") as described in the petition in this matter (the "Proposed Transfer"): (i) does not contravene any federal or state statute or the order of any court or responsible administrative authority, and (ii) is in the best interest of Mr. Murray or his dependents.
2. Pursuant to §4001 through §4009 of the Pennsylvania Statutes, the Structured Settlement Protection Act, the Court expressly finds that:
 - a. The Proposed Transfer complies with the requirements of the Structured Settlement Protection Act (40 P.S. §§4001-4009) and will not contravene other applicable Federal or State statutes or regulations or any applicable law limiting the transfer of worker's compensation claims as required under 40 P.S. §4003(A)(1).

- b. Not less than ten days prior to the date on which Mr. Murray signed the transfer agreement, Henderson Receivables provided a disclosure statement as required under 40 P.S. §4003(A)(2).
- c. Mr. Murray has established that the Proposed Transfer is in his best interests as required under 40 P.S. §4003(A)(3).
- d. Mr. Murray has received or expressly waived in a separate written acknowledgement signed by his, independent legal advice regarding the implications of the Proposed Transfer, including consideration of the tax ramifications of the Proposed Transfer as required under 40 P.S. §4003(A)(4).
- e. Written notice of Henderson Receivables name, address, and taxpayer identification number has been given to the annuity issuer and the structured settlement obligor and a copy of such notice has been filed with the court as required under 40 P.S. §4003(A)(6).
- f. Prior to entering the Purchase Agreement to make the Proposed Transfer, Mr. Murray was provided with a written notice regarding consultation with an attorney as required under 40 P.S. §4003(B).

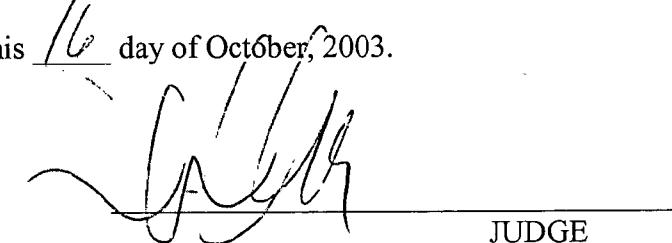
3. The Proposed Transfer from Mr. Murray to 321 Henderson Receivables Limited Partnership is approved. Metropolitan Life Insurance Company is hereby ordered to submit the following payments: Sixty (60) monthly payments of \$832.00 beginning March 17, 2004 and ending February 17, 2009 to: P.O. Box 7780-4244, Philadelphia, Pennsylvania 19182-4244.

4. Henderson Receivables shall defend, indemnify, and hold harmless Metropolitan Life Insurance Company and Geico Insurance Company, and its directors, shareholders, officers, agents, employees, servants, successors, executors, administrators, and assigns, and any parent, subsidiary, or affiliate thereof, and their directors, shareholders, officers, agents, employees, servants, successors, executors, administrators, and assigns, past and present, from and against any and all liability, including reasonable attorney's fees and costs, for all claims, including but not limited to claims by Mr. Murray, his heirs, beneficiaries, and/or contingent beneficiaries, arising out of, related to, or in connection with the Assigned Payments, the Proposed Transfer, or

the Stipulation executed in connection with this matter, except with respect to claims to enforce the Stipulation.

5. Henderson Receivables and Mr. Murray, for themselves and for their respective directors, shareholders, officers, agents, employees, servants, successors, heirs, beneficiaries, contingent beneficiaries, executors, administrators, and assigns, and any parent, subsidiary, or affiliate thereof, and their directors, shareholders, officers, agents, employees, servants, successors, heirs, beneficiaries, contingent beneficiaries, executors, administrators, and assigns, past and present (the "Releasors"), hereby remise, release and forever discharge Metropolitan Life Insurance Company and Geico Insurance Company, and their directors, shareholders, officers, agents, employees, servants, successors, executors, administrators, and assigns, and any parent, subsidiary, or affiliate thereof and their directors, shareholders, officers, agents, employees, servants, successors, executors, administrators, and assigns, past and present (the "Releasees"), of and from any and all manner of actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, settlements, damages, claims, and demands whatsoever, in law or in equity, in connection with, related to, or arising out of, any claim or allegation that was or could have been asserted in connection with, related to, or arising out of, the Assigned Payments or the Proposed Transfer, in connection with this matter, which against each other or the Releasees, the Releasors can, shall or may have, except for claims to enforce any party's rights under the Stipulation.

DONE IN OPEN COURT this 16 day of October, 2003.

A handwritten signature in black ink, appearing to read "J. M. H." or a similar variation, is written over a horizontal line. To the right of the signature, the word "JUDGE" is printed in capital letters.