

2004-1206-CD
RE:
DENNIS J. MATTIS, JR.

2004-1206-CD
In RE: Dennis Mattis Jr

Date: 09/15/2004

Clearfield County Court of Common Pleas

User: BANDERSON

Time: 11:08 AM

ROA Report

Page 1 of 1

Case: 2004-01206-CD

Current Judge: Fredric Joseph Ammerman

IN RE: Dennis J. Mattis Jr.

Civil In RE

Date	Judge
08/09/2004	Filing: Petition to Transfer Structured Settlement, filed. Paid by: Michael S. Romano, Esq. Receipt number: 1884276 Dated: 08/09/2004 Amount: \$85.00 (Check) No Judge ✓
08/11/2004	Rule Returnable, filed. 1 Cert. to Atty. AND NOW, this 11th day of Aug., 2004, Rule Returnable the 20th day of Sept. 2004. Fredric Joseph Ammerman ✓
08/27/2004	Affidavit Of Service, on behalf of Petitioner, notice of Petition to Transfer Structured Settlement and hearing date upon Metropolitan Insurance and Annuity Company, P.O. Box 740278, Atlanta Ga. 30374, Attn: Legal Department/Structured Settlements, and the same was signed for on the 16th of Aug. 2004, acknowledging receipt, filed by s/Michael S. Romano, Esquire. No CC. Fredric Joseph Ammerman ✓ Affidavit Of Service, on behalf of Petitioner, notice of Petition to Transfer Structured Settlement and hearing date upon Metropolitan Insurance and Annuity Company 1 Madison Ave. New York, NY 10010, Attn: Legal Department/Structured Settlements, and the same was signed for acknowledging receipt thereof, filed by s/Michael S. Romano, Esquire. No CC. Fredric Joseph Ammerman ✓

9.02 Waivers and Notices.

Any failure by any party to this Plan to comply with any of its obligations or agreements hereunder may be waived by the Board of Directors of the other parties hereto. All waivers under this Plan and all notices, consents, demands, requests, approvals and other communications which are required or may be given hereunder shall be in writing and shall be deemed to have been duly given if delivered or mailed certified, first class mail, postage prepaid:

(a) If to CMC to:

Corman Merger Corporation
One Jay Station
Nicholasville, KY 40356
Attention: Richard J. Corman, President

(b) If to C&M to:

Clearfield and Mahoning Railway Company
One Jay Station
Nicholasville, KY 40356
Attention: David R. Irvin, President

(c) If to RJCP to:

R. J. Corman Railroad Company/Pennsylvania Lines, Inc.
One Jay Station
Nicholasville, KY 40356
Attention: Ron Boles, President

or to such other person or persons at such address or addresses as may be designated by written notice from one party to all other Parties to this Plan.

9.03. Amendments, Supplements, Modifications.

At any time prior to the Effective Time, whether before or after the approval of this Plan by the shareholders of C&M at the C&M Shareholders' Meeting called for such purpose in accordance with Section [5.01] of this Plan, or the approval by the shareholder of CMC, in accordance with Section [5.02] of this Plan, this Plan may be amended, waived, supplemented or modified with respect to any of the terms or conditions contained herein, except for Article III.

IN RE: DENNIS J. MATTIS, JR.,

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL ACTION - LAW

NO. 2004-1206-CJ

**PETITION TO TRANSFER
STRUCTURED SETTLEMENT**

Filed on behalf of Petitioner:
DENNIS J. MATTIS, JR.

Counsel of Record for this Party:
MICHAEL S. ROMANO, ESQUIRE
PA I.D. #91081
GIEG AND GIEG
401 North Logan Boulevard
Altoona PA 16602
814-946-1606

FILED
m 10.17.04
AUG 09 2004 Atty pd 85.00

William A. Shaw
Prothonotary/Clerk of Courts

IN RE: DENNIS J. MATTIS, JR. : IN THE COURT OF COMMON PLEAS
: OF CLEARFIELD COUNTY,
: PENNSYLVANIA
: : NO. 2004
: : CIVIL ACTION - LAW

PETITION TO TRANSFER STRUCTURED SETTLEMENT

The Petition of Dennis J. Mattis, Jr., by and through his attorney, Michael S. Romano, respectfully represents as follows:

1. Petitioner is Dennis J. Mattis, Jr., an adult individual who resides at 583 Miller Road, Mahaffey, Clearfield County, Pennsylvania 15757.
2. Petitioner is the beneficiary of an annuity issued by Metropolitan Life Insurance Company and owned by Metropolitan Insurance and Annuity Company. The structured settlement provides payments to the Petitioner as follows:

156 monthly payments of \$800.00 each, beginning on September 8, 2004 and ending on August 8, 2017.
3. Petitioner proposes to enter into a purchase agreement with 321 Henderson Receivables Limited Partnership, its nominees, successors or assigns, whose address is P.O. Box 7780-4244, Philadelphia, PA 19182-4244, who will purchase Petitioner's structured settlement of 156 monthly payments of \$800.00 each, beginning on September 8, 2004 and ending on August 8, 2017, issued by Metropolitan Life Insurance Company and owned by Metropolitan Insurance and Annuity Company for \$54,390.00. A copy of the Purchase Agreement is attached hereto, made a part hereof and designated as "Exhibit A".

4. 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 provided the Petitioner, Dennis J. Mattis, Jr., with a Disclosure Statement pursuant to 40 P.S. § 4003. See "Exhibit A".

5. 321 Henderson Receivable 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 have 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 Dennis J. Mattis, Jr. would be served by granting the relief requested herein so that Dennis J. Mattis, Jr. can pay off his bills, continue to be able to keep insurance on his vehicle so that he can work and keep his family together in their home.

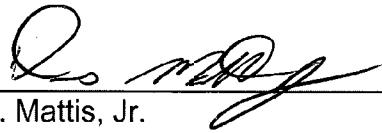
WHEREFORE, Petitioner respectfully requests this Honorable Court approve and authorize the sale of a structured settlement payment stream between Metropolitan Life Insurance Company, Metropolitan Insurance and Annuity Company and Dennis J. Mattis, Jr. to be sold and transferred to 321 Henderson Receivables Limited. Partnership, its nominees, successors and assigns.

Respectfully Submitted,

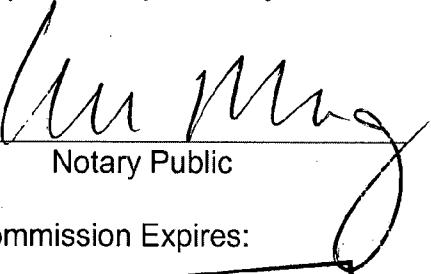

Michael S. Romano, Esquire
Attorney for Petitioner
I.D. No. 91081

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF BLAIR)

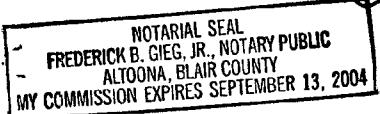
Personally appeared before me, a Notary Public, the undersigned authority,
DENNIS G. MATTIS, JR., who being duly sworn according to law, deposes and says
that the facts set forth in the foregoing PETITION TO TRANSFER STRUCTURED
SETTLEMENT are true and correct to the best of his knowledge, information and belief.


Dennis J. Mattis, Jr.

Sworn to and subscribed before me,
this 14th day of July, 2004.


Notary Public

My Commission Expires:



PURCHASE AGREEMENT

This is a Purchase Agreement. The date of this Agreement is _____, 200_____. Dennis G. Mattis, Jr. is the Seller. 321 Henderson Receivables Limited Partnership, a Nevada Limited Partnership, its successors and/or assigns is the Buyer. In this Agreement, Dennis G. Mattis, Jr. 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 14, 2003, You signed a Settlement Agreement with Federal Insurance Company, et al ("FIC") 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 FIC.
2. FIC and/or its insurer funded the Payments by buying an annuity contract (the "Annuity") issued by Metropolitan 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 Metropolitan 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 Fifty-Four Thousand Three Hundred Ninety Dollars and 00/100 Cents (\$54,390.00) (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. Instructions to Annuity Company; Acknowledgment.

- a. When this Agreement is signed by You and Us, You will deliver to Us a letter, addressed to the Annuity Company, stating that all payments to be made relating to any of the Assigned Assets will be sent to Us (the "Notice of Direction of Payment"). The Notice of Direction of Payment will be in a form satisfactory to Us. You will also, at the time of or after Your signing of this Agreement, deliver to Us, addressed as We may require, other

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EXHIBIT



©2001 321 Henderson Receivables Limited Partnership

notices, instructions or documents, and copies of them, as We think are necessary or proper to carry out this Agreement.

- b. When You and We sign this Agreement, You will also deliver to Us: (1) a letter addressed to the Annuity Company directing that all payments of the Assigned Assets after Your death shall be sent directly to Us, and (2) a Change of Beneficiary Form changing the beneficiary of the Assigned Assets, after Your death, to "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 Rebecca J. Huey and Melissa S. Mattis, as primary beneficiary of the Assigned Assets, of the terms of this Agreement. Rebecca J. Huey and Melissa S. Mattis 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 Metropolitan 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

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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.

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- 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

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Assigned Assets. You agree that We do not intend to tell any other party about what is included in those documents. You understand that if We do so, it will only be for the sole purpose of buying the Assigned Assets.

- u. You understand that it usually takes four weeks to complete this process, but that it could take longer if we do not receive cooperation from you or the annuity company. You understand that, due to the delays that may be occasioned by the annuity company, we will escrow the amount equal to the next two monthly payments due to you from the annuity 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 Scheduled Payments as they become due after the date of the default;

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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 2920 North Green Valley Parkway, Building #3, Suite 321, Henderson, NV 89014. 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.

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©2001 321 Henderson Receivables Limited Partnership

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

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, 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:

Dennis G. Mattis, Jr.
583 miller road
Mahaffey, PA 15757

If to Us:

321 Henderson Receivables Limited Partnership
2920 North Green Valley Parkway
Building # 3, Suite 321
Henderson, NV 89014
Attention: Vice President – Operations

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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 STATE INCOME TAX CONSEQUENCES AS A RESULT OF THE

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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) 156 Monthly payments of \$800.00 each, beginning on 9/8/2004 and ending on 8/8/2017

THE AGGREGATE AMOUNT OF THE PURCHASED PAYMENTS IS \$124,800.00.

THE DISCOUNTED PRESENT VALUE OF THE AGGREGATE PAYMENTS AT 4.6% IS \$93,691.47. 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 \$54,390.00. THE NET AMOUNT PAYABLE TO THE SELLER IS \$54,390.00. 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 4.6%.

THE EFFECTIVE ANNUAL DISCOUNT RATE FOR THIS TRANSACTION IS 15.71%. 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 AND CHARGES PAYABLE BY YOU.

Initial:



©2001 321 Henderson Receivables Limited Partnership

THE NET AMOUNT THAT YOU WILL RECEIVE FROM US IN EXCHANGE FOR YOUR FUTURE STRUCTURED SETTLEMENT PAYMENTS REPRESENTS 58.1% 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 58.1 %.

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 15.71% 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**

____ (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:

321 HENDERSON RECEIVABLES LIMITED PARTNERSHIP

Initial:

W. D. M. D. G. J. Z. Z.

©2001 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.**

**IF YOU BELIEVE YOU WERE TREATED UNFAIRLY OR WERE
MISLED AS TO THE NATURE OF THE OBLIGATIONS YOU
ASSUMED UPON ENTERING INTO THIS AGREEMENT, YOU
SHOULD REPORT THOSE CIRCUMSTANCES TO YOUR LOCAL
DISTRICT ATTORNEY OR THE OFFICE OF THE ATTORNEY
GENERAL.**

**THE EFFECTIVE DATE OF THE TRANSFER AGREEMENT
SHALL BE DEEMED TO BE THE DATE THAT THE AGREEMENT
WAS SIGNED BY THE YOU (PAYEE).**

**PLEASE BE ADVISED THAT PAYMENT TO YOU PURSUANT TO
THE TRANSFER AGREEMENT IS CONTINGENT UPON COURT
APPROVAL OF THE TRANSFER AGREEMENT.**

**PLEASE BE ADVISED THAT PAYMENT TO YOU WILL BE
DELAYED UP TO 30 DAYS OR MORE IN ORDER FOR THE
COURT TO REVIEW AND APPROVE THE TRANSFER
AGREEMENT.**

Initial:



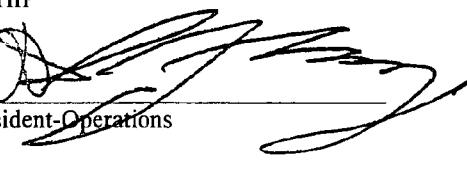
©2001 321 Henderson Receivables Limited Partnership

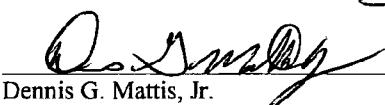
22. Exhibits. Attached to this Purchase Agreement are the following Exhibits:

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.

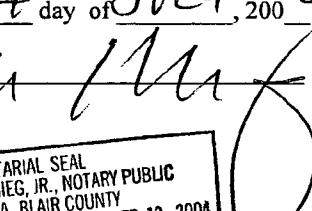
321 HENDERSON RECEIVABLES LIMITED
PARTNERSHIP

By: 
Vice President-Operations


Dennis G. Mattis, Jr.

Spouse

Sworn to and subscribed
before me this 14 day of July, 2004

Notary 

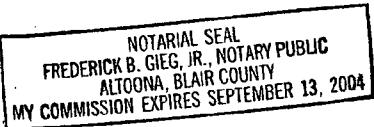
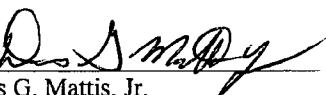


Exhibit A

We are hereby purchasing from You under the Annuity:

A) 156 Monthly payments of \$800.00 each, beginning on 9/8/2004 and ending on 8/8/2017



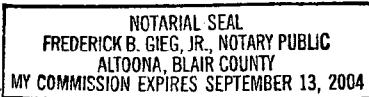
Dennis G. Mattis, Jr.

STATE OF :
COUNTY OF :

On this 14th day of July, 2004, 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

DATE PROVIDED: June 04, 2004

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) 156 Monthly payments of \$800.00 each, beginning on 9/8/2004 and ending on 8/8/2017

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SCHEDULE 1, PAGE 2

DATE PROVIDED: June 04, 2004

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THE QUOTIENT OBTAINED BY DIVIDING THE NET PAYMENT BY THE DISCOUNTED PRESENT VALUE IS 58.1 %.

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 15.71% PER YEAR. THE NET AMOUNT PAID TO YOU (THE PAYEE) BY US (THE TRANSFeree) REPRESENTS AN ESTIMATE OF THE FAIR MARKET VALUE OF THE FUTURE PERIODIC PAYMENTS TRANSFERRED UNDER THE STRUCTURED SETTLEMENT AGREEMENT.

SCHEDULE 1, PAGE 3

DATE PROVIDED: June 04, 2004

NOTICE OF CANCELLATION RIGHTS:

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

THIS CANCELLATION RIGHT CANNOT BE WAIVED IN ANY MANNER.

**TO CANCEL, YOU MUST PROVIDE WRITTEN NOTICE TO THE
TRANSFeree. WRITTEN NOTICE SHOULD BE MAILED OR
DELIVERED TO THE ADDRESS BELOW BY 5:00 P.M. OF _____
(THE TWENTY-FIRST DAY FOLLOWING THE TRANSACTION). IT IS
BEST TO MAIL IT BY CERTIFIED MAIL, RETURN RECEIPT**

**REQUESTED, AND TO KEEP A PHOTOCOPY OF THE SIGNED FORM
AND YOUR POST OFFICE RECEIPT. ADDRESS TO WHICH
CANCELLATION IS TO BE RETURNED:**

**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.

SCHEDULE 1, PAGE 4

DATE PROVIDED: June 04, 2004

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.

IF YOU BELIEVE YOU WERE TREATED UNFAIRLY OR WERE MISLED AS TO THE NATURE OF THE OBLIGATIONS YOU ASSUMED UPON ENTERING INTO THIS AGREEMENT, YOU SHOULD REPORT THOSE CIRCUMSTANCES TO YOUR LOCAL DISTRICT ATTORNEY OR THE OFFICE OF THE ATTORNEY GENERAL.

THE EFFECTIVE DATE OF THE TRANSFER AGREEMENT SHALL BE DEEMED TO BE THE DATE THAT THE AGREEMENT WAS SIGNED BY THE YOU (PAYEE).

PLEASE BE ADVISED THAT PAYMENT TO YOU PURSUANT TO THE TRANSFER AGREEMENT IS CONTINGENT UPON COURT APPROVAL OF THE TRANSFER AGREEMENT.

PLEASE BE ADVISED THAT PAYMENT TO YOU WILL BE DELAYED UP TO 30 DAYS OR MORE IN ORDER FOR THE COURT TO REVIEW AND APPROVE THE TRANSFER AGREEMENT.

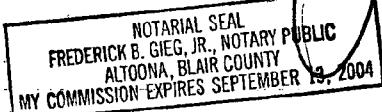
D. Mattis, Jr.
Dennis G. Mattis, Jr.

Date Executed: 7-14-04

STATE OF
COUNTY OF

On this 14th day of JULY, 2004, 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.

D. Mattis
Notary



321
HENDERSON RECEIVABLES
LIMITED PARTNERSHIP

July 20, 2004

Metropolitan Life Insurance Company
1 Madison Avenue
New York, NY 10010
Attn: Legal Department/Structured Settlements

Metropolitan Insurance And Annuity Company
P.O. Box 740278
Atlanta, GA 30374
Attn: Legal Department/Structured Settlements

RE: Notice of Sale/Assignment of Payment Rights
Your Contract #: 77799
Payee: Dennis Mattis, Jr.
SS #: 179-68-5076

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 #88-0510841

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

EXHIBIT

2920 N. GREEN Valley Parkway • Building 3 • Suite 321 • Henderson, NV 89014
phone: 800-454-9368 • Fax: (702) 777-7525 • E-mail: jgw@jgwfunding.com •
Web Site: www.jgwfunding.com

FILED

AUG 09 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN RE: DENNIS J. MATTIS, JR.

: IN THE COURT OF COMMON PLEAS
: OF CLEARFIELD COUNTY,
: PENNSYLVANIA
:
: NO. 2004-1206-CD
:
: CIVIL ACTION - LAW

RULE RETURNABLE

AND NOW, this 11th day of August, 2004, a Rule is hereby
granted to show cause why the Relief of the within Petition should not be granted. Said
Rule returnable the 20 day of September, 2004, in Courtroom # 1, at
9:30 am.

Judie K. Zimmerman

FILED

AUG 11 2004
0/121506
William A. Shaw
Prothonotary/Clerk of Courts

1 copy to ATT

FILED

AUG 11 2004

William A. Shaw
Prothonotary/Clerk of Courts

GK

GIEG AND GIEG
ATTORNEYS AT LAW
401 N. LOGAN BOULEVARD
ALTOONA, PENNSYLVANIA 16602
(814) 946-1606
FAX (814) 942-5169
e-mail: attorney@gieg-law.com

FREDERICK B. GIEG, JR.

FRED B. GIEG
(1915-2000)

ASSOCIATES:

CATHERINE T. MILLER
MICHAEL S. ROMANO

August 4, 2004

Clearfield County Court Administrator
230 E. Market Street
Clearfield, PA 16830

In Re: Dennis J. Mattis, Jr./Petition to Transfer Structured Settlement

Dear Sir/Madam:

Please be advised when scheduling this matter that I must give twenty (20) days notice by certified mail to the Annuity Policy Owner and the Annuity Policy Issuer of the hearing date and file an Affidavit with the Prothonotary. If you could give me sufficient time so that I may do this it would be greatly appreciated. If you have any questions please contact my office and ask for my secretary, Tammie.

Thank you for your assistance in this matter.

Sincerely yours,

GIEG AND GIEG



Michael S. Romano

MSR/tvb

IN RE: DENNIS J. MATTIS, JR.,

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL ACTION - LAW

NO. 2004 - 1206 - CD

AFFIDAVIT OF SERVICE

Filed on behalf of Petitioner:
DENNIS J. MATTIS, JR.

Counsel of Record for this Party:
MICHAEL S. ROMANO, ESQUIRE
PA I.D. #91081
GIEG AND GIEG
401 North Logan Boulevard
Altoona PA 16602
814-946-1606

FILED *E GK*
M 11:47 67 NO CC
AUG 27 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN RE: DENNIS J. MATTIS, JR.

: IN THE COURT OF COMMON PLEAS
: OF CLEARFIELD COUNTY,
: PENNSYLVANIA

: NO. 2004 - 1206 - CD

: CIVIL ACTION - LAW

AFFIDAVIT OF SERVICE

I, Michael S. Romano, Esquire, hereby swear and depose that under the 11th day of August, 2004, I sent notice of the above-captioned Petition to Transfer Structured Settlement, Amended Petition to Transfer Structured Settlement and hearing date by certified mail to Metropolitan Life Insurance Company, 1 Madison Avenue, New York, NY 10010, Attn: Legal Department/Structured Settlements, and the same was signed for on the 16th day of August, 2004, acknowledging receipt thereof. Original of said receipt of service attached hereto and made a part hereof.

GIEG AND GIEG



Michael S. Romano, Esquire
Attorney for Petitioner

SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:

Metropolitan LIfe Insurance
1 Madison Avenue
New York, NY 10010
Attn: Legal Dept./
Structured Settlements

**2. Article
(Trans**

PS Form

COMPLETE THIS SECTION ON DELIVERY**A. Signature**

D. Cev

Agent
 Addressee

B. Received by (Printed Name)**C. Date of Delivery**

D. Is delivery address different from item 1? Yes
if YES, enter delivery address below: No

RECEIVED
AUG 16 2004

3. Service Type

Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail

4. Restricted Delivery (extra fee) Yes

METLIFE
27-01 QUEENSBORO NORTH
LONG ISLAND

ACPRI-03-Z-0985

FILED

AUG 27 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN RE: DENNIS J. MATTIS, JR.,

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

CIVIL ACTION - LAW

NO. 2004 - 1206 - CD

AFFIDAVIT OF SERVICE

Filed on behalf of Petitioner:
DENNIS J. MATTIS, JR.

Counsel of Record for this Party:
MICHAEL S. ROMANO, ESQUIRE
PA I.D. #91081
GIEG AND GIEG
401 North Logan Boulevard
Altoona PA 16502
814-946-1606

EGK
FILED
m 1147 801 NO 2c
AUG 27 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN RE: DENNIS J. MATTIS, JR.

IN THE COURT OF COMMON PLEAS

OF CLEARFIELD COUNTY,
PENNSYLVANIA

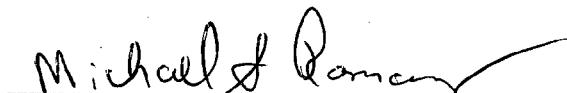
NO. 2004 – 1206 - CD

CIVIL ACTION - LAW

AFFIDAVIT OF SERVICE

I, Michael S. Romano, Esquire, hereby swear and depose that under the 11th day of August, 2004, I sent notice of the above-captioned Petition to Transfer Structured Settlement, Amended Petition to Transfer Structured Settlement and hearing date by certified mail to Metropclitan Insurance and Annuity Company, P.O. Box 740278, Atlanta, GA 30374, Attn: Legal Department/Structured Settlements, and the same was signed for on the 16th day of August, 2004, acknowledging receipt thereof. Original of said receipt of service attached hereto and made a part hereof.

GIEG AND GIEG



Michael S. Romano, Esquire
Attorney for Petitioner

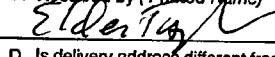
SENDER: COMPLETE THIS SECTION

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

1. Article Addressed to:
Metropolitan Insurance &
Annuity Company
P.O. Box 740278
Atlanta, GA 30374
Attn: Legal Dept./
structured settlements

2. Article Number
(Transfer from service label)

7003 3110 0000 6683 4208

COMPLETE THIS SECTION ON DELIVERY**A. Signature** Agent Addressee**B. Received by (Printed Name)**

AUG 9 6 2004

C. Date of Delivery

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

3. Service Type

<input checked="" type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail
<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise
<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

PS Form 3811, August 2001

Domestic Return Receipt

2ACPRI-03-Z-0985

FILED

AUG 27 2004

William A. Shaw
Prothonotary/Clerk of Courts

IN RE: DENNIS J. MATTIS, JR.

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA
NO. 2004-1206-CD
CIVIL ACTION - LAW

FILED

SEP 20 2004

6/10/2004

William A. Shaw

Prothonotary/Clerk of Courts

1 CEN to ATTY

ORDER OF COURT

AND NOW, this 20 day of September, 2004, the Court
having considered the Petition of Dennis J. Mattis, Jr. 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: Dennis J. Mattis, Jr.
583 Miller Road
Mahaffey, PA 15757
2. Annuity Policy Owner: Metropolitan Insurance and Annuity Company
P.O. Box 740278
Atlanta, GA 30374
Attn: Legal Dept/Structured Settlements
3. Annuity Policy Issuer: Metropolitan Life Insurance Company
200 Park Avenue
5/p
New York, NY 10166
Attn: Structured Settlement Department
4. Transferee: 321 Henderson Receivables
P.O. Box 7780-4244
Philadelphia, PA 19182-4244

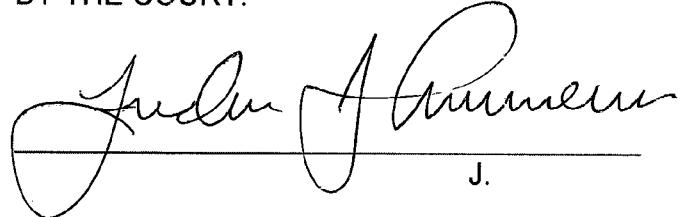
The Court, upon such Petition hereby makes the following findings:

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
other applicable law.

Philadelphia, PA 19182-4244

This Order is entered without prejudice to Metropolitan Life Insurance Company and Metropolitan Insurance and Annuity Company and the Court makes no finding regarding the enforceability of any non-assignment 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 with Metropolitan Life Insurance Company and Metropolitan Insurance and Annuity Company.

BY THE COURT:



J.

A handwritten signature in black ink, appearing to read "Judge J. Lawrence", is written over a horizontal line. To the right of the signature, the initials "J." are handwritten.

FILED

SEP 20 2004

William A. Shaw
Prothonotary/Clerk of Courts