

04-1738-CD  
IN RE: MELVYN L. HENRY

**In RE: Melvin Henry  
2004-1738-CD**

HOPKINS HELTZEL LLP

900 Beaver Drive, DuBois, Pennsylvania 15801  
VOICE: (814) 375-0300 FAX: (814) 375-5035

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

In Re: MELVIN L. HENRY

No. 04-1738-CD

Type of Pleading: Petition to Transfer  
Structured Settlement

Filed on behalf of: Melvin L. Henry,  
Petitioner

HOPKIN HELTZEL LLP

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 2cc  
02/02/2004 Atty Hopkins  
NOV 02 2004 Atty pd. 85.00

William A. Shaw  
Prothonotary/Clerk of Courts

Charged  
to C.A.

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

In Re: MELVIN L. HENRY

:  
: No. 04-1738-CJ

**SCHEDULING ORDER**

NOW, this 4th day of November 2004, upon consideration of the Petition to Transfer Structured Settlement; a hearing to consider Petitioner's request is scheduled on the 10 day of December, 2004, at 3:00 o'clock P.M. in Courtroom No. 1 of the Clearfield County Courthouse, 203 E. Market Street, Clearfield, Pennsylvania.

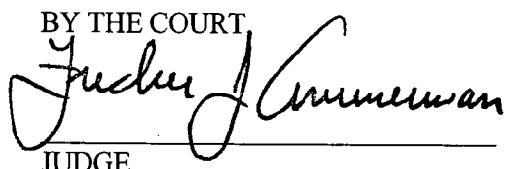
NOTICE

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.

COURT ADMINISTRATOR  
Clearfield County Courthouse  
230 E. Market Street  
Clearfield, PA 16830  
(814) 765-2641 (ext. 5982)

**FILED**  
M 2:03 PM 26K  
NOV 04 2004  
Secretary

BY THE COURT  
  
JUDGE

William A. Shaw  
Prothonotary

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

In Re: MELVIN L. HENRY

:  
: No. 04-1738-CD

:  
: Type of Pleading: Petition to Transfer  
: Structured Settlement

:  
: Filed on behalf of: Melvin L. Henry,  
: Petitioner

:  
: HOPKIN HELTZEL LLP

:  
: 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  
04-1738-CD  
NOV 02 2004  
Atty pd. 85.00

William A. Shaw  
Prothonotary/Clerk of Courts

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

In Re: MELVIN L. HENRY

:  
:  
: No.

**PETITION TO TRANSFER STRUCTURED SETTLEMENT**

AND NOW, comes Petitioner, Melvin L. Henry, by and through his attorneys, Hopkins Heltzel LLP, and files the within Petition and in support thereof states as follows:

1. Petitioner is Melvin L. Henry whose address is 208 Spring Avenue, DuBois, Pennsylvania 15801.

2. This matter concerns a structured settlement that your Petitioner became entitled to as a result of a wrongful death settlement with US Air when on September 8, 1994, Flight 427 crashed in Aliquippa, Pennsylvania in route from Chicago to Pittsburgh killing his father.

3. As a result of the settlement, Petitioner is entitled to a series of payments until Petitioner reaches the age of thirty five (35).

4. Petitioner is entitled to a payment of \$151,653.18 due on February 10, 2009 from New York Life Insurance Company whose address is 51 Madison Avenue, New York, NY 10010.

5. Petitioner proposes to sell the \$151,653.18 payment to 321 Henderson Receivables Limited Partnership whose address is c/o J.G. Wentworth & Company, 40 Morris Avenue, Bryn Mawr, Pennsylvania 19010 for the sum of \$91,000.00.

6. 321 Henderson Receivables Limited Partnership has provided Petitioner, Melvin L. Henry, 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".

7. The best interest of your Petitioner will be served by granting the relief requested herein because your Petitioner will utilize the funds to pay off a debt from a prior business that will allow Petitioner greater cash flow for his family that consists of his wife who is pregnant with the Petitioner's child as well as wife's two (2) children. Increased cash flow will improve the quality of Petitioner's life together with the life of Petitioner's family.

8. Petitioner has other income available to him. He is employed by Simpson Communications Inc. as a technician.

9. Petitioner will continue to own future periodic payments from New York Life Insurance Company.

10. Petitioner will give written notice of the transferee's name, address and taxpayer identification number to New York Life Insurance Company and will file a copy of such notice with the Court.

11. Petitioner has received a certification as to fees and expenses for the preparation and filing of this Petition. The Certification is attached hereto.

12. Your Petitioner is not under any obligation to pay child support anywhere in the United States.

WHEREFORE, Petitioner, Melvin L. Henry, respectfully requests this Honorable Court to approve and authorize the sale of a \$151,653.18 structured settlement payment from New York Life Insurance Company due on February 10, 2009 to 321 Henderson Receivables Limited Partnership for the sum of \$91,000.00.

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.

A handwritten signature in black ink, appearing to read "Michael J. Pyle", is written over a horizontal line.

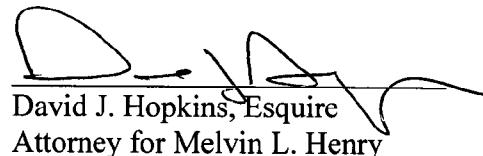
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY PENNSYLVANIA  
(CIVIL DIVISION)

In Re: MELVIN HENRY :  
: No.  
:

**CERTIFICATE OF LEGAL FEES AND EXPENSES**

Legal fee	\$ 750.00
Prothonotary fee	85.00
Certified mailing fees	14.64
Wiring fee	20.00
Long distance phone calls	10.00
 Total Expenses	 \$ 879.64
Structured Settlement Proceeds	\$91,000.00
Less Expenses	
 Net Proceeds	 \$90,120.36

Respectfully submitted,



David J. Hopkins, Esquire  
Attorney for Melvin L. Henry

**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) 1 payment of \$151,653.18 on 2/10/2009**

**THE AGGREGATE AMOUNT OF THE PURCHASED PAYMENTS IS \$151,653.18.**

**THE DISCOUNTED PRESENT VALUE OF THE AGGREGATE PAYMENTS AT 4.6% IS \$124,959.98. 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 \$91,000.00.**

**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 \$91,000.00. NO OTHER EXPENSES ARE INCURRED BY YOU.**

SCHEDULE 1, PAGE 2

**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 12.60%. 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.**

**THE NET AMOUNT THAT YOU WILL RECEIVE FROM US IN EXCHANGE FOR YOUR FUTURE STRUCTURED SETTLEMENT PAYMENTS REPRESENTS 72.8% 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 72.8 %.**

**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 12.60% 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.**

**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 OTHER THAN THE COMPLIANCE AND ADMINISTRATIVE FEE.**

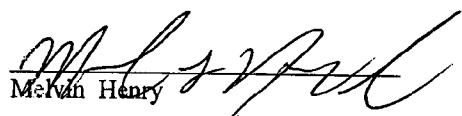
**IF YOU BELIEVE YOU WERE TREATED UNFAIRLY OR WERE MISLED AS TO THE NATURE OF THE OBLIGATIONS YOU ASSUMED UPON ENTERING INTO THIS AGREEMENT, YOU SHOULD REPORT THOSE CIRCUMSTANCES TO YOUR LOCAL DISTRICT ATTORNEY OR THE OFFICE OF THE ATTORNEY GENERAL.**

**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.**

**BY SIGNING BELOW YOU ARE CONFIRMING RECEIPT OF THIS DISCLOSURE AT LEAST 10 DAYS PRIOR TO RECEIPT OF THIS CONTRACT.**



McVan Henry

**SCHEDULE 1, PAGE 3**

**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  
2215-B RENAISSANCE DRIVE  
SUITE 5  
LAS VEGAS, NV 89119  
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.**



*The Company You Keep®*

**New York Life Insurance Company**  
51 Madison Avenue, New York, NY 10010  
(212) 576-5070 Fax: (212) 576-8339  
E-mail : Amy\_B\_Ashkenas@newyorklife.com  
www.newyorklife.com

**Amy B. Ashkenas**  
Legal Services Consultant

December 2, 2004

**VIA FIRST CLASS MAIL & FACSIMILE: (814) 375-5035**

David J. Hopkins, Esq.  
Hopkins Heltzel LLP  
900 Beaver Drive  
DuBois, PA 15801

RECEIVED  
PROTHONOTARY'S OFFICE  
12/6/04  
WILLIAM A. SHAW  
PROTHONOTARY/CLERK OF COURTS

Re: *In re: Melvin L. Henry*  
Petition to Transfer Structured Settlement  
No.: 2004-1738-CD  
Melvin L. Henry ("Payee")  
Structured Settlement FP 203 699

04-1738-CD

Dear Mr. Hopkins:

New York Life Insurance Company and New York Life Insurance and Annuity Corporation (collectively, "New York Life") are responding to your Petition to Transfer Structured Settlement by and between Melvin L. Henry and 321 Henderson Receivables Limited Partnership, which is scheduled for hearing in the Civil Division of the Court of Common Pleas of Clearfield County, Pennsylvania on December 10, 2004. You are seeking the transfer of a certain structured settlement payment from the above referenced Payee to 321 Henderson Receivables Limited Partnership as follows:

- one lump sum payment of \$151,653.18 due on or about February 10, 2009.

Please be advised that New York Life neither supports nor plans to oppose your Petition.

Please forward copies of any court orders or instructions related to this Petition to my attention for prompt handling.

If you have any questions, you may contact me at (212) 576-5070.

Very truly yours,

Amy B. Ashkenas

cc: Clerk of the Court  
Clearfield County Courthouse  
203 E. Market Street  
Clearfield, PA 16830

Melvin L. Henry  
208 Spring Avenue  
DuBois, PA 15801

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

In Re: MELVIN L. HENRY

:  
:  
: No. 04-1738 C.D.

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that a true and correct copy of Petition to Transfer Structured Settlement together with scheduling Order of November 4, 2004, filed on behalf of Melvin L. Henry, was forwarded by certified mail, postage prepaid, on the 8th day of November, 2004, addressed as follows:

**BY CERTIFIED MAIL**

Article Number: 7003 2260 0001 2038 4134

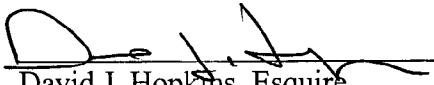
New York Life Insurance Company  
Attn: Legal Dept/Structured Settlements  
51 Madison Avenue  
New York, NY 10010

Article Number: 7003 2260 0001 2038 4097  
New York Life Insurance and Annuity Corporation  
Attn: Legal Dept/Structured Settlements  
51 Madison Avenue  
New York, NY 10010

Article Number: 7003 2260 0001 2038 4110  
321 Henderson Receivables Limited Partnership  
c/o J. G. Wentworth & Company  
40 Morris Avenue  
Bryn Mawr, PA 19010

**FILED**  
09-08-04 NOCC

DEC 07 2004

  
David J. Hopkins, Esquire  
Attorney for Melvin L. Henry

William A. Shaw  
Prothonotary

**SENDER: COMPLETE THIS SECTION**

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

**1. Article Addressed to:**

New York Life Insurance Company  
Attn: Legal Dept./Structured Settlements  
51 Madison Avenue  
New York, NY 10010

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

**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**2. Article Number**

(Transfer from service label)

7003 2260 0001 2038 4134

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

**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:**

New York Life Insurance and Annuity Corporation  
Attn: Legal Dept./Structured Settlements  
51 Madison Avenue  
New York, NY 10010

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

**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**2. Article Number**

(Transfer from service label)

7003 2260 0001 2038 4097

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

- 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:**

321 Henderson Receivables Limited Partnership  
c/o J. G. Wentworth & Company  
40 Morris Avenue  
Bryn Mawr, PA 19019

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

**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**2. Article Number**

(Transfer from service label)

7003 2260 0001 2038 4110

PS Form 3811, August 2001

Domestic Return Receipt

102595-02-M-1540

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

In Re: MELVIN L. HENRY

:  
:  
: No. 04-1738 C.D.  
:  
:

*Ebn*  
**FILED** 2004  
01/31/04 Atty  
DEC 10 2004 D. Hopkins  
William A. Shaw  
Prothonotary/Clerk of Courts

**ORDER**

AND NOW, this 10th day of December, 2004, upon consideration of the unopposed petition of Melvin L. Henry ("Mr. Henry"), it is hereby ORDERED, ADJUDGED, and DECREED as follows:

1. The transfer of the structured settlement proceeds (the "Assigned Payments") by Mr. Henry 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. Henry 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. Henry signed the transfer agreement, Henderson Receivables provided a disclosure statement as required under 40 P.S. §4003(A)(2).

- c. Mr. Henry has established that the Proposed Transfer is in his best interests as required under 40 P.S. §4003(A)(3).
- d. Mr. Henry 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. Henry was provided with a written notice regarding consultation with an attorney as required under 40 P.S. §4003(B).
- g. Prior to entering into the Purchase Agreement to make the proposed transfer, Mr. Henry was provided with a Statement of Fees and Expenses from Hopkins Heltzel LLP.

3. The Proposed Transfer from Mr. Henry to 321 Henderson Receivables Limited Partnership is approved. Melvin L. Henry is authorized to sell to 321 Henderson Receivables Limited Partnership the December 1, 2007 payment of \$151,654.18 he is scheduled to receive from New York Life Insurance Company for the sum of \$91,000.00.

4. Any remaining Periodic Payments that are not the subject of the Proposed Transfer shall be made payable to Mr. Henry and will be forwarded to his home address or any payment address designated by Mr. Henry.

5. Henderson Receivables shall defend, indemnify, and hold harmless New York Life 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. Henry, 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.

6. Henderson Receivables and Mr. Henry, 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 New York Life 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 (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 10th day of December, 2004.



Jud Gammie  
JUDGE

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

In Re: MELVIN L. HENRY

No. 04-1738 C.D.

FILED *10:25 AM* *My Hopkins*  
DEC 17 2004  
EOK

William A. Shaw  
Prothonotary/Clerk of Courts

AMENDED ORDER

AND NOW, this 16<sup>th</sup> day of December, 2004, upon consideration of the unopposed petition of Melvin L. Henry ("Mr. Henry"), it is hereby ORDERED, ADJUDGED, and DECREED as follows:

1. The transfer of the structured settlement proceeds (the "Assigned Payments") by Mr. Henry 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. Henry 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. Henry signed the transfer agreement, Henderson Receivables provided a disclosure statement as required under 40 P.S. §4003(A)(2).

- c. Mr. Henry has established that the Proposed Transfer is in his best interests as required under 40 P.S. §4003(A)(3).
- d. Mr. Henry 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. Henry was provided with a written notice regarding consultation with an attorney as required under 40 P.S. §4003(B).
- g. Prior to entering into the Purchase Agreement to make the proposed transfer, Mr. Henry was provided with a Statement of Fees and Expenses from Hopkins Heltzel LLP.

3. The Proposed Transfer from Mr. Henry to 321 Henderson Receivables Limited Partnership is approved. Melvin L. Henry is authorized to sell to 321 Henderson Receivables Limited Partnership the February 10, 2009 payment of \$151,653.18 he is scheduled to receive from New York Life Insurance Company for the sum of \$91,000.00.

4. Any remaining Periodic Payments that are not the subject of the Proposed Transfer shall be made payable to Mr. Henry and will be forwarded to his home address or any payment address designated by Mr. Henry.

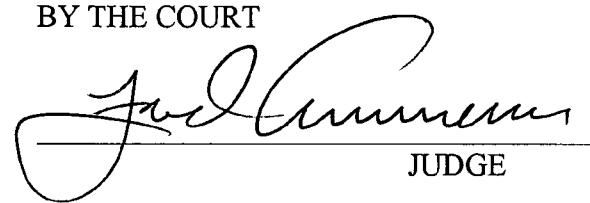
5. Henderson Receivables shall defend, indemnify, and hold harmless New York Life Insurance Company and its directors, shareholders, officers, agents, employees, servants, successors, executors, administrators, and assigns, and any parent, subsidiary, or affiliate thereof, and their directors, shareholders, 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. Henry, 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.

6.       Henderson Receivables and Mr. Henry, 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 New York Life 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 (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.

BY THE COURT

A handwritten signature in black ink, appearing to read "J. Michael Lamm". The signature is fluid and cursive, with a horizontal line drawn underneath it.

JUDGE