

2005-476-CD

Date: 05/06/2005

Clearfield County Court of Common Pleas

User: CROWLES

Time: 01:36 PM

ROA Report

Page 1 of 1

Case: 2005-00476-CD

Current Judge: Fredric Joseph Ammerman

IN RE: Derk Anderson

Civil In RE

Date		Judge
04/04/2005	New Case Filed.	No Judge
	✓ Filing: Petition for Transfer of Structured Settlement, Paid by: Parkinson, E. Vernon (attorney for Anderson, Derk) Receipt number: 1898679 Dated: 04/04/2005 Amount: \$85.00 (Check) 1 Cert. to Atty.	No Judge
04/05/2005	✓ Rule Returnable, AND NOW, to-wit, this 5th day of April, 2005, upon consideration of the Petition for Transfer Structured Settlement, a Rule is hereby issued upon American General Life Insurance Co, American General Annuity Service Coproratition and 321 Henderson Receivables Limited Partnership, to show cause why the Petition should not be granted. Rule Returnable the 25 day of April, 2005, for filing written response and the hearing to be conducted before Judge Ammerman, on the 4th day of May, 2005 at 2:00 p.m. BY THE COURT: /s/ Fredric J. Ammerman, President Judge. 1CC Atty Parkinson w/memo Re: service	Fredric Joseph Ammerman
04/12/2005	✓ Affidavit of Service filed. Petition For Partial Transfer of Structured Settlement and Rule Returnable, on the 8th day of April, 2005, to: American General Life, Henderson Receivables, Americant General Annuity Service Corporation, and the Office of Court Administrator, Clfd. Co. Filed by s/ E. Vernon Parkinson, Esquire. No CC	Fredric Joseph Ammerman
04/18/2005	✓ Amended Affidavit of Service, copy of Petition For Partial Transfer, of Structured Settlement and Rule Returnable, on April 14, 2005 to : American General Life Insurance Co. , American General Annuity Service Coporation, 321 Henderson Receivables, LP, and Office of Court administrator. Filed by s/ E. Vernon Parkinson, Esquire. No CC	Fredric Joseph Ammerman
05/04/2005	Order, After a hearing and review of the Petition to Transfer Structured Settlement (the "Petition"), the Court finds as follows: (see original). Signed this 4th day of May, 2005, by s/ Fredric J. Ammerman, President Judge. 2CC Atty. E. Parkinson	Fredric Joseph Ammerman

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

In Re: DERK ANDERSON

No. 05-476-CD

RULE RETURNABLE

AND NOW, to-wit, this 5th day of APRIL 2005, upon consideration of the Petition for Transfer Structured Settlement, a Rule is hereby issued upon American General Life Insurance Company, American General Annuity Service Corporation and 321 Henderson Receivables Limited Partnership, to Show Cause why the Petition should not be granted. Rule Returnable the 25 day of April 2005, at ~~11:00 A.M.~~ for filing written response and the hearing to be conducted before the Judge Annexman on the 4th day of May 2005, at 2:00 P.M.

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
Second & Market Streets
Clearfield, PA 16830
Telephone: (814) 765-2641. Ext. 50-51.

FILED
01/4:00 PM
APR 05 2005

William A. Shaw
Prothonotary/Clerk of Courts
1cc Atty Parkinson
w/memo Re: Service

BY THE COURT:

Frederick J. Annexman J.

FILED

m/10:56:07
APR 04 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

In Re: DERK ANDERSON

) CIVIL DIVISION

)
) No. 05-476-CD

)
) **PETITION FOR TRANSFER**
) **OF STRUCTURED SETTLEMENT**

)
)
) Filed on Behalf of: Petitioner

)
)
) Counsel of Record for This
) Party:

)
)
) E. VERNON PARKINSON, ESQUIRE
) PA I.D. Number: 77729

)
)
) WELCH, GOLD & SIEGEL, P.C.
) Suite 1240 Lawyers Building
) Pittsburgh, PA 15219
) (412) 391-1014

)
) Firm No. 542

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

In Re: DERK ANDERSON

No.

PETITION FOR TRANSFER OF STRUCTURED SETTLEMENT

AND NOW comes Petitioner, DERK ANDERSON ("Petitioner"), by and through his attorneys, E. VERNON PARKINSON, ESQUIRE, and WELCH, GOLD & SIEGEL, P.C. and files this Petition for Transfer of Structured Settlement. In support thereof, it is averred as follows:

1. Petitioner is DERK ANDERSON, an adult individual, who resides at 322 Ross Road, Grampian, Clearfield County, Pennsylvania 16838.

2. In May 2001, Petitioner was involved in a gun shot accident. Thereafter, Petitioner entered into a Settlement Agreement and Release with tortfeasor, and possibly others. Pursuant to the Settlement Agreement and Release, Petitioner received a Structured Settlement issued by American General Life Insurance Company ("American General").

3. The payments which are to be transferred are: A) 42 Monthly payments of \$1,500.00 each, beginning on 5/18/2005 and ending on 10/18/2008 B) 1 payment of \$10,000.00 on 10/18/2008 C) 60 Monthly payments of \$1,500.00 each, beginning on 11/18/2008 and ending on 10/18/2013 D) 1 payment of \$20,000.00 on 10/18/2013 E) 60 Monthly payments of \$1,500.00 each, beginning on 11/18/2013 and ending on 10/18/2018 F) 1 payment of \$40,000.00 on 10/18/2018 G) 59 Monthly payments of \$1,500.00 each, beginning on 11/18/2018 and ending on 9/18/2023.

2 1 5

4. Petitioner has entered into a Purchase Agreement with 321 Henderson Receivables Limited Partnership, whose address is 2215-B Renaissance Drive, Suite 5, Las Vegas, NV 89119, ATTN: Vice President-Operations, who will purchase the Structured Settlement payments referenced above and issued by American General for the total sum of \$170,000.00. A true and correct copy of the Purchase Agreement, and related documents, are attached hereto, made a part hereof, and are marked as Exhibit "A".

5. 321 Henderson Receivables Limited Partnership provided Petitioner with a Disclosure Statement pursuant to 40 P.S. §4003.

6. This transfer does not contravene any Federal or State Statute or the order of any court or responsible administrative authority, and is in the best interest of the payee, taking into account the welfare and support of the payee's dependents, if any.


7. The best interest of Petitioner would be served by granting the relief requested herein because Petitioner intends to use said sums for, *inter alia*, the purchase of a house, invest, and his wedding.

WHEREFORE, Petitioner requests this Honorable Court to approve and authorize the transfer and sale of a Structured Settlement payments, to-wit: A) 42 Monthly payments of \$1,500.00 each, beginning on 5/18/2005 and ending on 10/18/2008 B) 1 payment of \$10,000.00 on 10/18/2008 C) 60 Monthly payments of \$1,500.00 each, beginning on 11/18/2008 and ending on 10/18/2013 D) 1 payment of \$20,000.00 on 10/18/2013 E) 60 Monthly payments of \$1,500.00 each, beginning on 11/18/2013 and ending on 10/18/2018 F) 1 payment of \$40,000.00 on 10/18/2018 G) 59 Monthly payments of \$1,500.00 each, beginning on 11/18/2018 and ending on 9/18/2023, from American General to Derk Anderson, be sold and transferred to 321 Henderson Receivables Limited Partnership,

its nominees, successors or assigns.

RESPECTFULLY SUBMITTED,

WELCH, GOLD & SIEGEL, P.C.



E. VERNON PARKINSON, ESQUIRE
Counsel for Petitioner

PURCHASE AGREEMENT

This is a Purchase Agreement. The date of this Agreement is 3-20, 2005. Derk Anderson is the Seller. 321 Henderson Receivables Limited Partnership, a Nevada Limited Partnership, its successors and/or assigns is the Buyer. In this Agreement, Derk Anderson 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. In May 2001, You were injured as a result of a gun accident. Thereafter, You signed a Settlement Agreement and Release with the tortfeasor, and possibly others (the "Release" or the "Settlement Agreement"). Under the Settlement Agreement, You are entitled to receive certain payments because of the injuries sustained (the "Payments").
2. The tortfeasor and/or its/his/her insurer funded the Payments by buying an annuity contract (the "Annuity") issued by American General 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 American General 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.

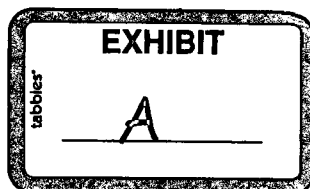
You and We agree as follows:

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 One Hundred Seventy Thousand Dollars and 00/100 Cents (\$170,000.00) (the "Purchase Price"). The Purchase Price will be paid to You when both You and We sign this Agreement and We have completed Our internal process.

2. Acknowledgment.

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



proper to carry out this Agreement.

- b. When You and We sign this Agreement, You will also deliver to Us: (1) a letter addressed to the Annuity Company directing that all payments of the Assigned Assets after Your death shall be sent directly to Us, and (2) a Change of Beneficiary Form changing the beneficiary of the Assigned Assets, after Your death, to "321 Henderson Receivables Limited Partnership", as sole beneficiary [(1) and (2) above are referred to as the Change of Beneficiary Form]. The Change of Beneficiary Form will state that the instructions may never be revoked and that no change may be made in the instructions or in the payments (including as to the payee or the manner or place of making such payments) without Our prior written consent. You will also, when this Agreement is signed by You and Us, deliver to Us, addressed as We may require, such other notices, instructions or documents, and copies of them, as We think are necessary or proper to carry out this Agreement.
- c. Before You and We sign this Agreement, You will deliver to Us an acknowledgment of the Estate of Derk Anderson, as primary beneficiary of the Assigned Assets, of the terms of this Agreement. the Estate of Derk Anderson 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 American General Life Insurance Company under the Annuity, attached to this Agreement as Exhibits A, B and C are true copies of such agreements, and have not been altered, amended or modified in any way since the date they were signed. The Release is valid and binding on all of the parties that have signed it, is in full force and effect, and no party has violated any of its terms.
- c. The signing and performance of this Agreement by You and the transactions described in this Agreement:

- i. do not conflict with any other obligations of Yours;
 - ii. will not cause a violation under (or create any right of termination, cancellation or acceleration or similar right under) any contract or agreement by which You or Your assets, including the Release, are bound or may be affected;
 - iii. will not create, or give any party (other than Us) the right to create, any lien, charge, security interest or encumbrance in, to or on any of the Assigned Assets; and
 - iv. will not create a present or future right in any other party to make any claim against You or Your assets, or any of the Assigned Assets.
- d. You understand the terms and provisions of this Agreement and You have been represented by tax and accounting advisors and a lawyer in the signing of this Agreement.
- e. Neither You nor anyone else have to do anything else for (1) the proper signing and performance by You of this Agreement and any transactions intended to be done in this Agreement, or (2) the carrying out by Us of any of Our rights and remedies under this Agreement. No other person has made a claim in any rights in or to the Assigned Assets.
- f. You have valid reasons for selling Your interest in the Assigned Assets rather than obtaining a loan with the Assigned Assets as collateral, and You agree that the transaction set forth in this Agreement is not a loan or other financing transaction.
- g. This Agreement is a valid sale, transfer and assignment to Us of the Assigned Assets.
- h. Your residence and legal address is as described in Paragraph 11 of this Agreement. During the last 2 years, You have lived at such address.
- i. No representation or warranty of Yours in this Agreement or in any of the documents delivered in connection with this Agreement or in any agreement required by this Agreement, is inaccurate or contains any untrue or misleading statement.
- j. The signing by You of this Agreement will not violate any other promise or agreement you have made with anyone else. You understand that any and all restrictions on the assignability of the Scheduled Payments were included in the Release and/or Annuity at Your request, for Your benefit and not for the benefit of any other person. These restrictions, if any, were included by You as a precautionary measure to make sure You were allowed favorable tax treatment under the Internal Revenue Code. You understand that by entering into this Agreement, you may be giving up this favorable tax treatment. You understand that any income earned by You on any investment or use of the Purchase Price may be taxable to You. **You may have to pay more in taxes as a result of this Agreement.** For Our benefit and the benefit of Our assigns or successors, You agree to WAIVE AND RELEASE all of Your rights in, to, or under, such restrictions on assignability, if any.

- k. You have not before the date of this Agreement, sold or assigned Your right to the Assigned Assets or any part of the Assigned Assets. You do not owe any money to Your present or former spouse for support maintenance or similar obligations, nor do You owe any money to any of Your children or guardians of Your children. The Assigned Assets are not subject to any community property or similar marital rights of any person.
- l. Your right to the Assigned Assets is not affected by any mortgage, pledge, lien, charge, security interest, encumbrance, restriction or adverse claim of any nature. **You understand that any violation of any of Your representations in this agreement will result in an act of fraud by You which could result in You being held responsible for damages in favor of Us, with money to be paid by You to Us.**
- m. You are not in violation of any obligations concerning child-care, alimony or support.
- n. You now give up forever all Your rights in any agreement that says that You cannot assign or sell Your rights in the Assigned Assets to Us. You have not requested and You do not expect to receive from Us, a Form 1099 or any other documentation which could make the transaction described by this Agreement taxable to You in any way. You further understand that We have not given to You any advice about any of Your taxes in this transaction. You have relied on Your own professional advisors concerning taxes.
- o. As of the date of this Agreement, You are of legal age in the state noted as Your address in Section 11 of this Agreement, mentally sane, and of a sound mind. You have never been convicted of a felony or any other crime involving dishonesty.
- p. You are very familiar with Your financial affairs and condition. With that full understanding, You certify that (1) on the date We pay You the Purchase Price and You sell to Us the Assigned Assets, the fair value of Your assets are and will be greater than all of Your debts; (2) You presently intend to pay all of Your creditors when such payments are due; and (3) You have not intentionally hidden the fact from any creditor of Yours that You have entered into this Agreement and the other documents referred to in this Agreement.
- q. You do not intend to file for bankruptcy and there are no lawsuits or other efforts by any of Your creditors to put You into bankruptcy or to take the Assigned Assets.
- r. The Purchase Price is not Your only or most important source of income and You do not have any mental or physical problems that would prevent You from having a paying job.
- s. You promise to us that no broker, finder, or other person other than those persons named in the broker statement signed by you in connection with this Agreement was involved in or important in arranging the purchase transaction in this Agreement. No other person has a right to any fee, payment, commission, or other compensation because of this Agreement.
- t. You agree that We have not forced You to give to Us copies of any confidential documents. You agree that We told You that We only needed to see those documents which described the Assigned Assets so we could buy from You the Assigned Assets. You agree that We do not intend to tell any other party about

what is included in those documents. You understand that if We do so, it will only be for the sole purpose of buying the Assigned Assets.

- u. You understand that it usually takes six to eight weeks to complete this process, but that it could take longer. You understand that we have to obtain court approval of this transfer. You understand that, due to the delays that may be occasioned by the annuity company, we will escrow the amount equal to the next two monthly payments due to you from the annuity company to insure that we receive all of the payments that we purchase. You understand that we may either pay or escrow funds to satisfy any judgments, tax liens or child support against you or the assigned assets and deduct those amounts from the purchase price. **YOU UNDERSTAND THAT WE WILL DEDUCT FROM THE PURCHASE PRICE ANY AMOUNTS OF PAYMENTS RECEIVED BY YOU PRIOR TO FUNDING, IF SUCH AMOUNTS ARE NOT COVERED BY THE ESCROWED FUNDS.**

4. You promise Us that:

- a. You will not, and will not allow any other party (except Us or Our assignee, if applicable) to take funds away from the Assigned Assets. You will not do anything else to affect the Assigned Assets. You will not say You still own the Assigned Assets. You will not do anything or allow anyone else to do anything that could in any way interfere with or lessen Our rights in the Assigned Assets.
- b. You will not do anything that will, or could in the future, violate the Release, or any of the agreements required to be executed by this Agreement. You also agree to cooperate with Us to help Us to obtain all of the rights that We are buying from You in this Agreement and in the Release.
- c. You will give to Us at least thirty (30) days written notice of Your intention to move Your residence or change Your legal address from the address in Paragraph 11 of this Agreement.
- d. You will not make any change in Your instructions to the Annuity Company regarding payments to be made to You.
- e. You understand that the Annuity and the Release may say that You agree not to sell Your rights to the Assigned Assets.
- f. You agree to continue to cooperate with Us. This includes Your obligation to immediately deliver to Us any checks, funds or other form of Payment received after the date of this Agreement by You or anyone other than Us. If any Payment is ever denied, delayed, or withheld from Us, as determined by Us in our reasonable discretion, directly or indirectly on account of any act or omission by You or any person acting for You, then You shall be in default under this Agreement (and an Event of Default under §8 shall be deemed to have occurred). Immediately upon such default, and without any further notice to You, You will pay to Us the following amounts:
 - (i) the full, dollar value of all remaining Assigned Assets as they become due after the date of the default;

All of the remedies specified under this section shall be cumulative with all of the remedies for default pursuant to §8.

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

5. **RIGHT TO CANCELLATION.** YOU MAY CANCEL THIS CONTRACT WITHOUT PENALTY OR FURTHER OBLIGATION WITHIN TWENTY-ONE DAYS FROM THE DATE YOU RECEIVE PAYMENT FROM 321 HENDERSON. In order for the cancellation to be effective, You must mail a notice of cancellation by registered or certified U.S. mail, postmarked within twenty-one (21) days of receipt of the Purchase Price to Us, c/o Vice President of Operations at 2215-B, Suite 5, Renaissance Drive, Las Vegas, NV 89119. Furthermore, in order for Your notice of cancellation to be effective, Your registered or certified U.S. mail package to us must include a bank or certified check for the full Purchase Price that We paid You under this Purchase Agreement. Any failure to comply with the above procedure shall be a waiver of Your right to cancel this transaction.

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

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

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

In Paragraph 4 (c) You agree to give US at least thirty (30) days written notice after Your move to a new residence or change of Your legal address from the address in Paragraph 11 of this Agreement. If we are purchasing from You certain lump sum payments, We will contact you at least 3 months before the scheduled payment is due to determine if the address change We have effected with the annuity company is in place and to determine if Your legal address has remained the same. **If We cannot contact you because You have changed Your legal address or moved Your residence and failed to notify Us, We will consider such failure to notify Us to be an EVENT OF DEFAULT and We will exercise all of our legal rights under this Agreement. OUR RIGHT TO PROCEED AGAINST YOU UNDER THIS AGREEMENT SHALL BE SOLELY LIMITED TO WHEN YOU HAVE COMMITTED AN EVENT OF DEFAULT. WE SHALL NOT HAVE THE RIGHT TO SUE YOU IF OR BECAUSE THE ANNUITY COMPANY IS NOT ABLE TO MAKE PAYMENTS BECAUSE IT IS NOT FINANCIALLY ABLE TO DO SO.**

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

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

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

The addresses of the parties are as follows:

If to You:

Derk Anderson
322 Ross Road
Grampian, PA 16838

If to Us:

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

12. **Past Actions.** Anything either You or We did or said before this Agreement was signed

will not affect Your or Our rights under this Agreement in any way.

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

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

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

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

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

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

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

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

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

Exhibit "A"	List of What Payments We are Buying.
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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: [Signature]
Vice President-Operations

Derk Anderson
Derk Anderson

N/A
Spouse

Sworn to and subscribed
before me this 30 day of March, 2005

Kristin E. Stanchik
Notary

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Kristin E. Stanchik, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Sept. 27, 2008
Member, Pennsylvania Association Of Notaries

AMERICAN
GENERAL
FINANCIAL GROUP

American General Life Insurance Company, Houston, TX

Structured Settlement Annuity Application

1. MEASURING LIFE	Name: Last Anderson First Derk Middle	
	Address: Street c/o Brandy Straw, 521 Susquehana Avenue City Curwensville State PA Zip 16833	
	Sex Male	Date of Birth 06/30/1983
	Social Security Number 167-20-4659	Daytime Telephone ()
2. BENEFICIARY	Primary Beneficiary SSN Relationship Secondary Beneficiary SSN Relationship 	
3. PAYEE (IF OTHER THAN MEASURING LIFE)	Name: Last First Middle	
	Address: Street City State Zip	
	Sex	Date of Birth
	Social Security Number	Daytime Telephone ()
4. JOINT MEASURING LIFE, IF ANY	Name: Last First Middle	
	Address: Street City State Zip	
	Sex	Date of Birth
	Social Security Number	Daytime Telephone ()
5. OWNER OF ANNUITY	Name: American General Annuity Service Corporation Tax ID 76-0446159	
	Address: Street 205 E. 10th Avenue City Amarillo State Texas Zip 79101	
	The Owner is: <input type="checkbox"/> Owner <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Trustee	
PLAN APPLIED FOR AND SCHEDULE OF PAYMENTS: \$1,500.00 monthly, for only 240 months, guaranteed, beginning on 10/18/2003 \$10,000.00 guaranteed lump sum, payable on 10/18/2008 \$20,000.00 guaranteed lump sum, payable on 10/18/2013 \$40,000.00 guaranteed lump sum, payable on 10/18/2018 \$100,000.00 guaranteed lump sum, payable on 10/18/2023		
Amount paid with this application: \$ \$1.00 Valuable Consideration <input type="checkbox"/> Check if additional sheet attached.		
Will the annuity applied for replace or be in exchange for any existing life insurance or annuity in this or any other Company? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, give company, amount, year issued and reason		
Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement, commits insurance fraud, which is a crime and may subject the person to criminal and civil penalties.		
I have read the above statements or they have been read to me. I represent the above statements are true and complete to the best of my knowledge and belief. I agree that this application shall be part of the annuity policy(ies) issued by the American General Life Insurance Company. Application is made with the knowledge and consent of the proposed measuring life(s). I agree that any annuity policy issued upon this application shall be a policy of the state in which the Owner resides at the time of application.		
Signed at Amarillo City Texas State on 10-18-2003 Date by X Bobby Steele Signature of Owner Owner		
FOR AGENT USE ONLY: I represent that the information given on this application is true and complete to the best of my knowledge and belief. To the best of your knowledge, is this insurance being purchased to replace or change any existing insurance or annuity? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Signature of Agent William S. Goodman Agent or Company Name Ringier / Western PA Agent or Company No (800) 229-2228 Telephone No		

SCHEDULE

CONTRACT NUMBER: 413602

DATE OF ISSUE: 10-18-2003

SINGLE PREMIUM: \$10.00 AND OTHER VALUABLE CONSIDERATION

OWNER: AMERICAN GENERAL ANNUITY SERVICE CORPORATION

ANNUITANT: DERK ANDERSON

AGE (NEAREST BIRTHDAY) OF ANNUITANT ON EFFECTIVE DATE: 20

NUMBER, MANNER, AND MODE OF INSTALLMENT PAYMENTS TO BE MADE:

GUARANTEED PAYMENTS:

BEGINNING DATE	ENDING DATE	PAYMENT AMOUNT	FREQUENCY OF PAYMENT	ANNUAL RATE OF IN- CREASE IN PAYMENTS
10-18-2003	9-18-2023	\$1,500.00	MONTHLY	--0--
10-18-2008	10-18-2008	\$10,000.00	SINGLE	--0--
10-18-2013	10-18-2013	\$20,000.00	SINGLE	--0--
10-18-2018	10-18-2018	\$40,000.00	SINGLE	--0--
10-18-2023	10-18-2023	\$100,000.00	SINGLE	--0--

IF THE ANNUITANT DIES PRIOR TO PAYMENT OF ALL INSTALLMENTS DURING THE GUARANTEED PERIOD, ANY REMAINING PAYMENTS DUE SHALL BE PAID IN ACCORDANCE WITH THE SETTLEMENT AGREEMENT, AS THEY BECOME DUE.

FIRST INSTALLMENT DUE DATE: 10-18-2003

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) 42 Monthly payments of \$1,500.00 each, beginning on 5/18/2005 and ending on 10/18/2008 B) 1 payment of \$10,000.00 on 10/18/2008 C) 60 Monthly payments of \$1,500.00 each, beginning on 11/18/2008 and ending on 10/18/2013 D) 1 payment of \$20,000.00 on 10/18/2013 E) 60 Monthly payments of \$1,500.00 each, beginning on 11/18/2013 and ending on 10/18/2018 F) 1 payment of \$40,000.00 on 10/18/2018 G) 59 Monthly payments of \$1,500.00 each, beginning on 11/18/2018 and ending on 9/18/2023

THE AGGREGATE AMOUNT OF THE PURCHASED PAYMENTS IS \$401,500.00.

THE DISCOUNTED PRESENT VALUE OF THE AGGREGATE PAYMENTS AT 4.6% IS \$267,670.18. 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 \$170,000.00.

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 \$170,000.00. 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 10.97%. 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 63.5% 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 63.5 %.

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 10.97% 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 STRUCUTRED SETTLEMENT AGREEMENT.

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.

SCHEDULE 1, PAGE 4

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.


Derk Anderson

321
HENDERSON RECEIVABLES
LIMITED PARTNERSHIP

March 24, 2005

American General Life Insurance Company
2727A Allen Parkway
Wt3-01
Houston, TX 77019-2155
Attn: Legal Department/Structured Settlements

American General Annuity Service Corporation
2929 Allen Parkway
Houston, TX 77019-2155
Attn: Legal Department/Structured Settlements

RE: Notice of Sale/Assignment of Payment Rights
Your Contract #: 413602
Payee: Derk Anderson
SS #: 167-70-4659

Dear Insurer:

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

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

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

Very truly yours,

321 Henderson Receivables Limited Partnership

By:


David J. Reape, Senior Vice President

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

VERIFICATION

I verify that the statements made in this Petition for Transfer of

~~Structured Settlement~~

are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa. C.S. §4904 relating to unsworn falsification to authorities.

DATE: 3-31-2005

Derk Anderson
DERK ANDERSON

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

In Re: DERK ANDERSON

CIVIL DIVISION

No. 05-476-CD

AFFIDAVIT OF SERVICE

Filed on Behalf of: Petitioner

Counsel of Record for This
Party:

E. VERNON PARKINSON, ESQUIRE
PA I.D. Number: 77729

WELCH, GOLD & SIEGEL, P.C.
Suite 1240 Lawyers Building
Pittsburgh, PA 15219
(412) 391-1014

Firm No. 542

FILED

APR 12 2005 (62)
m/11:35/ ~
William A. Shaw
Prothonotary
NO C/C

AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA

)

) SS:

COUNTY OF CLEARFIELD

)

BEFORE ME, the undersigned authority, personally appeared E. VERNON PARKINSON, ESQUIRE, and being duly sworn according to law, deposes and says that in accordance with the Pennsylvania Rules of Civil Procedure, he did mail a true and correct copy of the PETITION FOR PARTIAL TRANSFER OF STRUCTURED SETTLEMENT and RULE RETURNABLE filed in the above-captioned matter to the parties named below at the addresses listed below. The Return Receipts are attached hereto as Exhibit "A".

AMERICAN GENERAL LIFE

INSURANCE COMPANY

2727A Allen Parkway

Wt3-01

Houston, TX 77019-2155

Attn: Legal Dept./Structured Settlement

Receipt 7003 1010 0001 4908 3223

Received:

AMERICAN GENERAL ANNUITY SERVICE
CORPORATION

2929 Allen Parkway

Houston, TX 77019-2155

Attn: Legal Dept./Structured Settlement

Receipt 7003 1010 0001 4908 3209

Received:

321 HENDERSON RECEIVABLES, LP

C/O J. G. WENTWORTH

40 Morris Avenue

Bryn Mawr, PA 19010

Receipt 7003 1010 0001 4908 3216

Received:

OFFICE OF COURT ADMINISTRATOR

Clearfield County Courthouse

Suite 228, 230 East Market Street

Clearfield, PA 16830

Receipt 7003 1010 0001 4908 3193

Received:

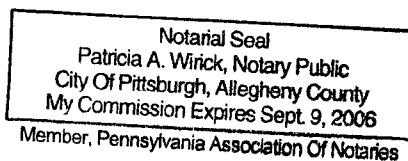

E. VERNON PARKINSON, ESQUIRE

SWORN TO and subscribed before me

this 8th day of April, 2005.



NOTARY PUBLIC



7003 1010 0001 4908 3203

U.S. Postal Service TM	
CERTIFIED MAILTM RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	9920 (VP)
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	
Postmark Here 4/7/05	
Sent To American General Annuity Serv. Corp.	
Street, Apt. No., or PO Box No. 2929 Allen Parkway	
City, State, ZIP+4 Houston, TX 77019-2155	
PS Form 3800, June 2002 See Reverse for Instructions	

7003 1010 0001 4908 3223

U.S. Postal Service TM	
CERTIFIED MAILTM RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	9920 (VP)
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	
Postmark Here 4/7/05	
Sent To American General Life Ins. Co.	
Street, Apt. No., or PO Box No. 2727A Allen Parkway	
City, State, ZIP+4 Houston, TX 77019-2155	
PS Form 3800, June 2002 See Reverse for Instructions	

7003 1010 0001 4908 3123

U.S. Postal Service TM	
CERTIFIED MAILTM RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	9920 (VP)
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	
Postmark Here 4/7/05	
Sent To Office of Court Administrator	
Street, Apt. No., or PO Box No. Clearfield County Courthouse	
City, State, ZIP+4 Suite 228, 230 East Market St. Clearfield, PA 16830	
PS Form 3800, June 2002 See Reverse for Instructions	

7003 1010 0001 4908 3223

U.S. Postal Service TM	
CERTIFIED MAILTM RECEIPT	
(Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	9920 (VP)
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees \$	
Postmark Here 4/7/05	
Sent To 321 Henderson Receivables	
Street, Apt. No., or PO Box No. c/o J. G. Wentworth	
City, State, ZIP+4 40 Morris Avenue Bryn Mawr, PA 19010	
PS Form 3800, June 2002 See Reverse for Instructions	

EXHIBIT "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

In Re: DERK ANDERSON

CIVIL DIVISION

No. 05-476-CD

AMENDED AFFIDAVIT OF SERVICE

Filed on Behalf of: Petitioner

Counsel of Record for This
Party:

E. VERNON PARKINSON, ESQUIRE
PA I.D. Number: 77729

WELCH, GOLD & SIEGEL, P.C.
Suite 1240 Lawyers Building
Pittsburgh, PA 15219
(412) 391-1014

Firm No. 542

FILED ^{OK}
m/la: 3/8/05
APR 18 2005 ^{no cc}

William A. Shaw
Prothonotary/Clerk of Courts

AMENDED AFFIDAVIT OF SERVICE

COMMONWEALTH OF PENNSYLVANIA

)

) SS:

COUNTY OF CLEARFIELD

)

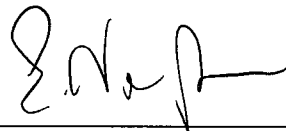
BEFORE ME, the undersigned authority, personally appeared E. VERNON PARKINSON, ESQUIRE, and being duly sworn according to law, deposes and says that in accordance with the Pennsylvania Rules of Civil Procedure, he did mail a true and correct copy of the PETITION FOR PARTIAL TRANSFER OF STRUCTURED SETTLEMENT and RULE RETURNABLE filed in the above-captioned matter to the parties named below at the addresses listed below. The Return Receipts are attached hereto as Exhibit "A".

AMERICAN GENERAL LIFE
INSURANCE COMPANY
2727A Allen Parkway
Wt3-01
Houston, TX 77019-2155
Attn: Legal Dept./Structured Settlement
Receipt 7003 1010 0001 4908 3223
Received: 04/11/2005

AMERICAN GENERAL ANNUITY SERVICE
CORPORATION
2929 Allen Parkway
Houston, TX 77019-2155
Attn: Legal Dept./Structured Settlement
Receipt 7003 1010 0001 4908 3209
Received: 04/11/2005

321 HENDERSON RECEIVABLES, LP
C/O J. G. WENTWORTH
40 Morris Avenue
Bryn Mawr, PA 19010
Receipt 7003 1010 0001 4908 3216
Received: 04/11/2005

OFFICE OF COURT ADMINISTRATOR
Clearfield County Courthouse
Suite 228, 230 East Market Street
Clearfield, PA 16830
Receipt 7003 1010 0001 4908 3193
Received: 04/11/2005



E. VERNON PARKINSON, ESQUIRE

SWORN TO and subscribed before me

this 14th day of April, 2005.



NOTARY PUBLIC

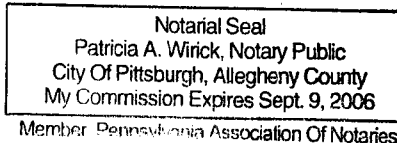


EXHIBIT "A"

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:

321 Henderson Receivables
c/o J. G. Wentworth
40 Morris Avenue
Bryn Mawr, PA 19010

COMPLETE THIS SECTION ON DELIVERY

- A. Signature J. G. Wentworth ☐ Agent
- B. Received by (Printed Name) J. G. Wentworth ☐ Addressee
- C. Date of Delivery 4/11/05
- D. Is delivery address different from item 1? ☐ Yes ☐ No
- If YES, enter delivery address below:

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7003 1010 0001 4908 321b

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15/0

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:

Office of Court
Administrator
Clearfield County
Courthouse
Suite 228, 230 East
Market Street
Clearfield, PA 16830

COMPLETE THIS SECTION ON DELIVERY

- A. Signature Teresa L. Spencer ☐ Agent
- B. Received by (Printed Name) Teresa L. Spencer ☐ Addressee
- C. Date of Delivery APR 11 2005
- D. Is delivery address different from item 1? ☐ Yes ☐ No
- If YES, enter delivery address below:

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7003 1010 0001 4908 3193

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-15/0

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:

American General Annuity
Service Corporation
3929 Allen Parkway
Houston, TX 77019-2155
Attn: Legal Dept. /
Structured Settlements

2. Article Number
(Transfer from service label)

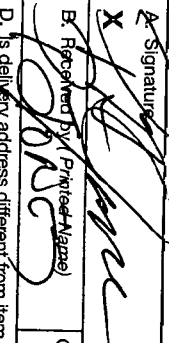
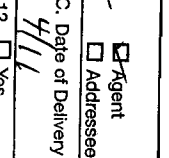
7003 1010 0001 4908 3209

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

- A. Signature  ☒ Agent
- B. Received by (Printed Name)  ☐ Addressee
- C. Date of Delivery 4/11
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

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:

American General Life
Insurance Co.
2727A Allen Parkway
Wt 3-01
Houston, TX 77019-2155
Attn: Legal Dept. / Structured Settlements

2. Article Number
(Transfer from service label)

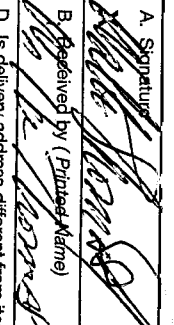
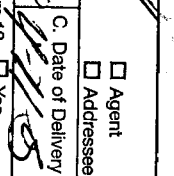
7003 1010 0001 4908 3223

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

- A. Signature  ☐ Agent
- B. Received by (Printed Name)  ☐ Addressee
- C. Date of Delivery 4/11
- D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

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

4. Restricted Delivery? (Extra Fee)

☐ Yes

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

In Re: DERK ANDERSON

CIVIL DIVISION

Petitioner,

No. 05-476-CD

ORDER OF COURT

After a hearing and review of the Petition to Transfer Structured Settlement (the "Petition"), the Court finds as follows:

1. The transfer of structured settlement payment rights by the payee, Derk A. Anderson ("Mr. Anderson"), to the transferee, 321 Henderson Receivables Limited Partnership ("Henderson"), as described in the Petition, complies with the requirements of 40 P.S. § 4001, *et. seq.*, and will not contravene other applicable Federal or State statutes, including TEX. CIV. PRAC. AND REM. CODE § 141.001, *et. seq.*, or regulations or any applicable law limiting the transfer of workers' compensation claims, as required by 40 P.S. § 4003(a)(1);
2. Not less than ten (10) days prior to the date on which the payee, Mr. Anderson, first incurred any obligation with respect to the transfer, the transferee, Henderson, provided to Mr. Anderson a disclosure statement satisfying the requirements of 40 P.S. § 4003(a)(2);
3. The payee, Mr. Anderson, has established that the transfer is in his best interest or the best interest of his dependents, as required by 40 P.S. § 4003(a)(3);
4. The payee, Mr. Anderson, has received or expressly waived in a separate written acknowledgment signed by Mr. Anderson, independent legal advice regarding the implications of the transfer, including consideration of tax ramifications of the transfer, as required by 40 P.S. § 4003(a)(4);

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Prothonotary/Clerk of Courts

5. If the transfer would contravene the terms of the structured settlement agreement, the express written approvals have been properly obtained and filed, as set forth in 40 P.S. § 4003(A)(5); and

6. The payee, Mr. Anderson, has given written notice of the transferee's name, address and taxpayer identification number to the annuity issuer, American General Life Insurance Company ("AGLIC"), and the structured settlement obligor, American General Annuity Service Corporation ("AGASC"), and has filed a copy of such notice with the court, as required by 40 P.S. § 4003(A)(6).

Based on the foregoing findings and being satisfied that the proposed transfer satisfies all applicable statutory requirements, including TEX. CIV. PRAC. AND REM. CODE § 141.001, *et. seq.*, it is hereby,

ORDERED that the Petition is GRANTED and APPROVED as follows:

Pursuant to 40 P.S. §§ 4001 – 4009, the assignment by Mr. Anderson, to Henderson, of all of his right, title, and interest in and to the Factored Payments is hereby APPROVED.

It is further, ORDERED that annuity issuer, AGLIC, is hereby directed, on the date set forth therein, to deliver and make payable to Henderson, the Factored Payments, due under policy no. 413,602 (the "Annuity"), as follows:

**monthly payments of \$1,500.00 each, commencing May 18, 2005 continuing through and including September 18, 2023; one lump sum payment of \$10,000.00 due on October 18, 2008; one lump sum payment of \$20,000.00 due on October 18, 2013; and, one lump sum payment of \$40,000.00 due on October 18, 2018;
(the "Factored Payments").**

The Factored Payments shall be delivered to the following address:

**321 Henderson Receivables Limited Partnership
P.O. Box 7780-4244
Philadelphia, Pennsylvania, 19182-4244**

(the "Designated Address").

It is further, ORDERED that Henderson its affiliates and successors in interest, shall defend, indemnify and hold harmless AGASC and AGLIC and their successors and assigns, parents, affiliates, and subsidiaries, from and against any and all liability from all claims in connection with, related to, or in any way arising out of the issuance of the Factored Payments to Henderson, whether such claims are brought by Mr. Anderson (including his heirs and/or executors), by any individual or entity to which Henderson subsequently assigns or transfers the Factored Payments or any portion thereof, or by any other individual or entity.

It is further, ORDERED that neither the fact of the entry of this Order, nor any term or action taken hereunder, shall be admissible at any time in any action or proceeding for any purpose, except if required in connection with the enforcement of any party's rights hereunder.

It is further, ORDERED that Henderson is authorized by this Order to make subsequent assignments or transfers of the Factored Payments, except that regardless of any such subsequent assignment or transfer, all Factored Payments will continue to be serviced by Henderson. In other words, the Factored Payments will continue to be made from AGLIC to Henderson at the Designated Address only, regardless of any subsequent transfer or assignment of the Factored Payments. In the event that Henderson is merged with or acquired by another person or entity, such that Henderson ceases to exist, the Factored Payments shall be sent directly to that person or entity.

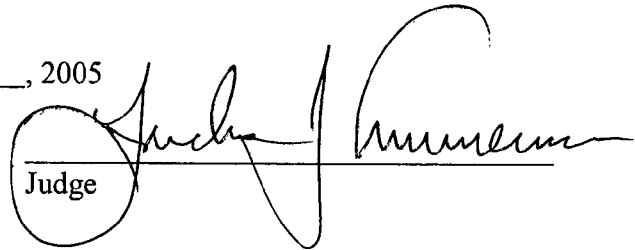
It is further, ORDERED that AGASC and AGLIC are hereby discharged from all liability for the Factored Payments and portions thereof transferred as to all parties except Henderson its successors and/or assigns. This Order is entered without prejudice to the rights of AGASC and AGLIC, and the Court makes no finding regarding the enforceability of any anti-assignment

provisions contained in the original Settlement Agreement or related documents. This Order in no way modifies or negates the ownership or control over the underlying annuity contract by AGASC and AGLIC.

It is further, ORDERED that the death of Mr. Anderson prior to the due date of the last Factored Payment shall not affect the transfer of the Factored Payments from Mr. Anderson to Henderson, and Mr. Anderson understands he is giving up his right, and the rights of his heirs and/or successors, to the Factored Payments.

IT IS SO ORDERED.

SIGNED this 4th day of ~~April~~^{May}, 2005


Judge