

06-312-CD

**In re: Richard Taylor
2006-312-CD**

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

In Re: RICHARD TAYLOR

No. 06-312-CJ

RULE RETURNABLE

AND NOW, to-wit, this 28 day of February 2006, upon consideration of the Petition for Partial Transfer Structured Settlement, a Rule is hereby issued upon Allstate Life Insurance Company, Allstate Settlement Corporation and 321 Henderson Receivables Limited Partnership, to Show Cause why the Petition should not be granted. Rule Returnable the 29th day of March 2006, at 4:00 P M. for filing written response and the hearing to be conducted before the Judge Fredric J. Ammerman on the 3rd day of April 2006, at 9:00 A.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

BY THE COURT



J.

FILED ^{1CC}
1/2/2006
MAR 01 2006
J. Ammerman

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

In Re: RICHARD TAYLOR) CIVIL DIVISION
)
) No. 06-312-C.D
)
) PETITION FOR PARTIAL
) 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

FILED pd \$85.00 A/H,
m/1/44 cm (VN) rec A/H
FEB 27 2006
Parkinson

ORIGINAL

William A. Shaw
Prothonotary

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

In Re: RICHARD TAYLOR

No. 06-312-CD

PETITION FOR PARTIAL TRANSFER OF STRUCTURED SETTLEMENT

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

1. Petitioner is RICHARD TAYLOR, an adult individual, who resides at 3048 Goshen Road, Clearfield, Clearfield County, Pennsylvania 16830.
2. On August 8, 1989 Petitioner, then a minor, was involved in an accident that occurred on or near Clearfield, Pennsylvania. Thereafter, Petitioner entered into a Release and Settlement Agreement. Pursuant to the Release and Settlement Agreement, Petitioner received a Structured Settlement issued by Allstate Life Insurance Company ("Allstate").
3. The payment which is to be transferred is one lump sum payment of \$41,480.25 on 8/4/2007.
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 Allstate for the total sum of \$31,500.00. 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.

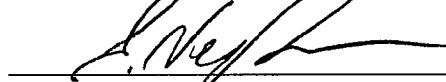
6. This transfer does not contravene any Federal or State Statute or the order of any court or responsible administrative authority, and is in the best interest of the payee, taking into account the welfare and support of the payee's dependents, if any.

7. The best interest of Petitioner would be served by granting the relief requested herein because Petitioner intends to use said sums toward payment of debts, toward an education for a different career and a down payment and/or for repairs on a home.

WHEREFORE, Petitioner requests this Honorable Court to approve and authorize the transfer and sale of a Structured Settlement payment, to-wit, one lump sum payment of \$41,480.25 on 8/4/2007 from Allstate to Richard Taylor, 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 02/16, 2006. Richard Taylor is the Seller. 321 Henderson Receivables Limited Partnership, a Nevada Limited Partnership, its successors and/or assigns is the Buyer. In this Agreement, Richard Taylor 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. Your or someone on your behalf signed a Settlement Agreement (the "Release" or the "Settlement Agreement"), in connection with the resolution of a personal injury claim.
2. The insurer funded the Payments by buying an annuity contract (the "Annuity") issued by Allstate 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".
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:

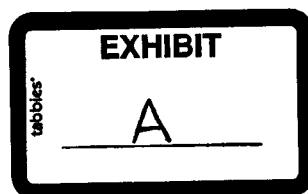
1. Purchase and Sale.

- a. You now sell, transfer and assign to Us all of Your rights in the "Assigned Assets" as listed in Exhibit "A". 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 Gross Purchase Price is Thirty-One Thousand Five Hundred Dollars and 00/100 Cents (\$31,500.00). The Net Purchase Price payable to You is \$31,000.00 (the "Purchase Price"). The Net 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. You will agree after Your signing of this Agreement to 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

Initial: RT



5 321 Henderson Receivables Limited Partnership

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 Duane A. Taylor, as primary beneficiary of the Assigned Assets, of the terms of this Agreement. Duane A. Taylor 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.
- 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.

Initial:

PT



- 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 21 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.

Initial: PT



1. 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.

Initial: RT



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 OCCASIONAL DELAYS, 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.

Initial: RT



- 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.

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, AR, AZ, CA, CO, CT, DE, FL, GA, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NJ, NM, NV, OH OK, OR, 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:

Richard Taylor
3048 Goshen Road
Clearfield, PA 16830

Initial: RT



If to Us:

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

12. **Past Actions**. Anything either You or We did or said before this Agreement was signed will not affect Your or Our rights under this Agreement in any way.

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

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

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

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



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

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

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

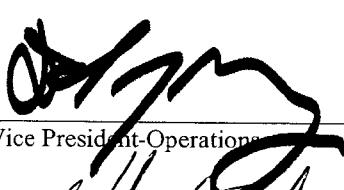
20. **Court Approval.** You understand that court approval is required for this transfer. You agree to cooperate with us to obtain such court approval.

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

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

Intending to be legally bound, You and We have signed this Agreement as of the date at the top of the first page of this Agreement.

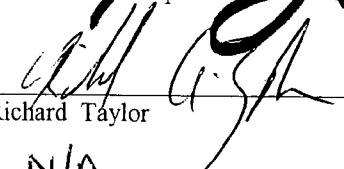
321 HENDERSON RECEIVABLES LIMITED
PARTNERSHIP

By: 

Vice President-Operations

Richard Taylor

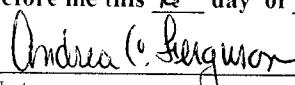
◀ SIGN HERE


N/A

Spouse

◀ SPOUSE SIGN HERE

Sworn to and subscribed
before me this 14th day of February, 2006


Andrea C. Ferguson

Notary

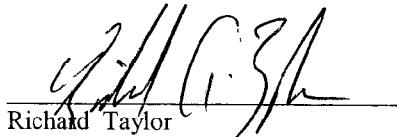
Notarial Seal
Andrea C. Ferguson, Notary Public
Shaler Twp., Allegheny County
My Commission Expires Mar. 4, 2006

Member, Pennsylvania Association Of Notaries

Exhibit A

We are hereby purchasing from You under the Annuity:

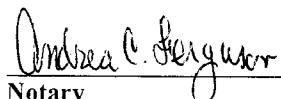
A) 1 payment of \$41,480.25 on 8/4/2007


Richard Taylor

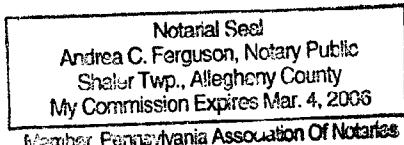
←
SIGN HERE

STATE OF Pennsylvania :
COUNTY OF Allegheny :

On this 16th day of February, 2006, before me, the above signed personally appeared before me, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed it.


Andrea C. Ferguson

Notary



AL-001

ALLSTATE INSURANCE COMPANY

HOME OFFICE • NORTHBROOK, ILLINOIS

(A STOCK INSURANCE COMPANY, HEREIN CALLED ALLSTATE OR THE COMPANY)

KNOW ALL MEN BY THESE PRESENTS: That Allstate Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and having its principal office at Allstate Plaza, Northbrook, County of Cook, State of Illinois, does hereby appoint:

James P. Oleksy

James J. Brazda

Robert E. Transon

Susan Jane Hunt

Thomas E. Jahncke

Patricia Lorer

Christine Kubilis

Its true and lawful agents and Attorneys-in-Fact, individually, to make, execute, sign, acknowledge, affix the Company Seal to, and deliver any and all surety bonds, consents, undertakings, and other writings obligatory in the nature of a bond, for and on behalf of said Company and as act and deed of said Company, with a limit not to exceed \$3,000,000. This authority shall expire without notice at midnight on December 31, 1990, unless sooner revoked in writing.

This appointment is made under and by authority of the following provision of the By-Laws of the Company which provision is now in full force and effect and is the only applicable provision of said By-Laws.

ARTICLE V. SECTION 1.

All policies of insurance issued by this Company shall comply with the laws of the respective states, territories or jurisdictions in which the policies are issued. All bonds, undertakings, certificates of insurance, cover notes, recognizances, contracts of indemnity, endorsements, stipulations, waivers, consents of sureties, reinsurance acceptances or agreements, surety and co-surety obligations and agreements, underwriting undertakings, and all other instruments pertaining to the insurance business of the Company, shall be validly executed when signed on behalf of the Company by (1) the Chairman of the Board, (2) the President, (3) any Vice President or Assistant Vice President, or (4) any other officer, employee, agent, or Attorney-in-Fact authorized in writing to so sign by the Chairman of the Board, the President, or any Vice President. All policies of insurance shall bear the signature of the President and of the Secretary, which signatures may be facsimiles, and shall be countersigned by a duly licensed resident agent where so required by law or regulation. A facsimile signature of a former officer shall be of the same validity as that of an existing officer.

The affixing of the Company's Seal shall not be necessary to the valid execution of any instrument but the Secretary, any Assistant Secretary, or any officer, employee, agent, or Attorney-in-Fact authorized in writing so to do by the Secretary, any Assistant Secretary, or any Vice President, may affix the Company's Seal thereto.

This Power of Attorney is signed and sealed by facsimile under and by authority of the following Resolution voted by the Board of Directors of Allstate Insurance Company at a meeting duly called and held on the 18th day of December 1970.

BE IT RESOLVED, That the signatures of the President, the Secretary, any Vice President, or any Assistant Vice President, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Attorneys-in-Fact for the purpose of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate so executed by and bearing such facsimile signature or signatures and facsimile seal shall be valid and binding upon the Company, and, in particular, shall be valid and binding in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached for such purpose.

IN WITNESS WHEREOF, ALLSTATE INSURANCE COMPANY has caused these presents to be signed by its Vice President and its Corporate Seal to be hereto affixed, on this 14th day of March, A.D. 1990



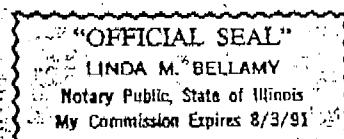
STATE OF ILLINOIS
COUNTY OF COOK

Linda M. Bellamy

ALLSTATE INSURANCE COMPANY

By Harold E. Shergold
Vice President

I, Linda M. Bellamy, a Notary Public, do hereby certify that Harold E. Shergold, personally known to be the same person who is Vice President of the ALLSTATE INSURANCE COMPANY, a corporation of the State of Illinois, subscribed to the foregoing instrument, appeared before me on this 14th day of March, A.D. 1990, in person and acknowledged that he being thereunto duly authorized signed, sealed and delivered the said instrument as the free and voluntary act of said corporation and as his own free and voluntary act for uses and purposes therein set forth.

Linda M. Bellamy
Notary Public
August 3, 1991

My commission expires

August 3, 1991

CERTIFICATION

I, the undersigned Vice President of ALLSTATE INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing Power of Attorney is now in full force and effect.

18th June 1990

A.D. 1990

Signed and sealed at Northbrook, Illinois this



Harold E. Shergold
Vice President



ALLSTATE INSURANCE COMPANY

HOME OFFICE, NORTHBROOK, ILLINOIS

Master Bond Number: 05-016 300 SB

Surety Division
2 Allstate Commercial Plaza
South Barrington, Illinois 60010Obligee: Richard A. Taylor (90-521-204)
Clearfield PA 16830Date of Qualified Assignment: May 21, 1990

Know all men by these presents, that we, ALLSTATE SETTLEMENT CORPORATION, a Delaware corporation, as Principal, and ALLSTATE INSURANCE COMPANY, an Illinois corporation, as Surety, are held and firmly bound unto said Obligee in an amount not to exceed the schedule of payments due from the Principal to the Obligee under the terms of said QUALIFIED ASSIGNMENT, a copy of which is attached hereto and becomes a part hereof, for which sum, well and truly to be paid, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such, that, WHEREAS, the Obligee has agreed to a QUALIFIED ASSIGNMENT, under which an obligation to make certain payments is assumed by the Principal, and,

WHEREAS, the Obligee agrees or has agreed to the transfer of said obligations to the Principal by means of a QUALIFIED ASSIGNMENT within the meaning of Section 130(c) of the Internal Revenue Code of 1954, as amended, and,

WHEREAS, the Principal has purchased a qualified funding asset within the meaning of Section 130(d) of the Code, the proceeds of which will apply to discharge the obligation so assumed,

NOW, THEREFORE, if the Principal shall fail to make any payment as assumed by said QUALIFIED ASSIGNMENT, then the Surety shall make such payment or payments within 10 days after receipt of notice by the Obligee. Notice to the Surety shall be by certified or registered mail sent to Allstate Insurance Company, Surety Division, 2 Allstate Commercial Plaza, South Barrington, Illinois 60010.

Any dispute with respect to the interpretation of this bond or performance of the obligation set forth herein shall be governed by the laws of the State of Illinois.

Sealed with our seals, and dated this 18th day of June, 19 90.

ALLSTATE SETTLEMENT CORPORATION

By

(Title)

Countersigned:

ALLSTATE INSURANCE COMPANY

By

Leonard J. Stock

By

Attorney-in-Fact

Allstate Life Insurance Company

A Stock Company — Home Office: Northbrook, Illinois 60062

Single Premium Certain Annuity

This contract is issued to the Owner (called "you") in consideration of the application, a copy of which is attached, and your payment of the single premium. This contract and the application are the entire contract. Only our officers may change this contract or waive a right or requirement. No agent may do this.

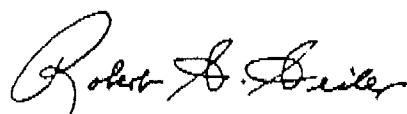
Allstate Life Insurance Company (called "we" or "us") will pay the Annuitant or the Owner's designee the Payments shown on Page 3 if the Annuitant is then living. If the Annuitant is not living, the Payments will be made to the Beneficiary.

This contract terminates when all Payments have been made.

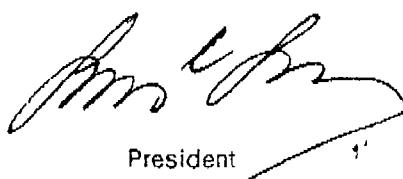
If you are not satisfied with this contract, you may void it by returning it to us or our agent within 10 days after you receive it. We will give you all of your money back. READ YOUR POLICY CAREFULLY.

COPY

Signed for ALLSTATE LIFE INSURANCE COMPANY at our Home Office in Northbrook, Illinois.



Secretary



President

LU969

Page 1

(1-90)

SCHEDULE OF PAYMENTS

<u>DATE</u>	<u>AMOUNT</u>
AUG 4, 2002	\$ 27093.45
AUG 4, 2007	\$ 41480.25
AUG 4, 2012	\$ 62390.42
AUG 4, 2017	\$ 91266.24
AUG 4, 2022	\$ 112936.54

<u>NAME</u>	<u>SEX</u>	<u>DATE OF BIRTH</u>
ANNUITANT: RICHARD A TAYLOR	MALE	AUG 4, 1984

FIRST PAYMENT: \$ 27093.45 ON AUG 4, 2002
LAST PAYMENT: \$ 112936.54 ON AUG 4, 2022

CONTRACT NUMBER: 90521204 OWNER: ALLSTATE SETTLEMENT CORP
ISSUE DATE: APR 24, 1990

1550327224 A18

Bodily Injury - MinorRELEASE AND SETTLEMENT AGREEMENT

This Agreement is entered into this 21st day of May, 1990, by and among the parties and/or their insurers arising out of an accident which occurred on August 8, 1989, on or near Clearfield, Pennsylvania, in which Richard Taylor, a minor, sustained personal injuries.

ARTICLE I - TERMINOLOGY

As used herein, the following words have the meanings herein set forth:

1. Defendants mean Stephen and Kathy McLaughlin unless otherwise designated.
2. Plaintiffs mean Duane and Virginia Taylor, individually and as parents of Richard Taylor, a minor.
3. Accident means the accident set forth in the first paragraph of this Agreement.
4. Recipient means Plaintiff, Richard Taylor, his beneficiary, or his estate.

ARTICLE II - PARTIES

The parties to this Agreement are:

- (a) Duane and Virginia Taylor, individually and as parents of Richard Taylor, a minor.
- (b) Richard Taylor, a minor.


Exhibit
"A"

(c) Allstate Insurance Company, the insurer of Stephen and Kathy McLaughlin.

ARTICLE III - PURPOSES

This Agreement is entered into by and between the parties in order to:

(a) Release Defendants and Allstate Insurance Company from any further liability which may arise out of the personal injuries sustained by Plaintiff, Richard Taylor, a minor, in the accident.

ARTICLE IV - PAYMENTS TO PLAINTIFF

(A) Lump Sum Payment

Within fourteen (14) days after the execution of this Agreement and the Court's approval of settlement herein, Allstate Insurance Company shall pay:

1. To Joseph Colavecchi, attorney for Plaintiffs, Thirty-Five Thousand (\$35,000.00) Dollars.

Plaintiff hereby designates _____
Their attorney as their agent to receive the aforesaid payments on their behalf.

(B) Periodic Payments

In addition to the lump sum payment stated in Section (A) of this article, Plaintiff, Richard Taylor, will receive from Allstate Insurance Company, periodic payments in accordance with the following terms, conditions, schedule:

<u>DATE</u>	<u>AMOUNT</u>
8/4/2002	\$27,093.45
8/4/2007	\$41,480.25
8/4/2012	\$62,390.42
8/4/2017	\$91,266.24
8/4/2022	<u>\$112,936.54</u>
Total Future Payments	\$335,166.90

(C) Death of Plaintiff

If Plaintiff, Richard Taylor, dies prior to receiving all the guaranteed deferred periodic payments stated in Section B above, then all remaining guaranteed periodic payments shall be paid as scheduled to his primary beneficiary, Duane Taylor. Should Richard Taylor die before any/all payments have been made, then any remaining payments shall go to his contingent beneficiary, Virginia Taylor. If both Duane and Virginia Taylor die, any/all payments shall go to the estate of the last survivor, upon proof of death being furnished to Allstate Insurance Company, its successors, or assigns.

(D) Acceleration of Payments

Neither Richard Taylor or any beneficiary designated by him shall have the right to accelerate or increase any deferred payment as provided in this Agreement. All such payments which are required to be made as provided in this Agreement are intended solely as compensation for injuries suffered and sustained by Richard Taylor.

(E) Nature of Payments

The parties agree that all sums recited in this Article either have been or will be received by Plaintiffs in settlement of claims for damages sustained on account of personal injuries arising from the accident.

(F) Other Payments

The only payments due to Plaintiffs are as set forth in this Article. No party to this Agreement has made nor is under any duty to make funds available to Plaintiffs except as set forth in this Article.

ARTICLE V - RELEASE

(A) In consideration of the aforesaid payments to Plaintiff, Richard Taylor, his beneficiary or his estate as set forth in Article IV, all Plaintiffs hereby fully and forever release, remise, and forever discharge Defendants and Allstate Insurance Company, their insurer, their heirs, executors, administrators, successors and assigns of and from all actions, suits, claims and demands of any kind or nature, whatsoever, on account of any and all injuries, losses or damages, known or unknown, which against the said Defendants, and Allstate Insurance Company, their insurer, Plaintiffs ever had, now have, or which their heirs, executors, administrators, successors or assigns hereafter may have, by reason of any cause, matter, or thing whatsoever, from the beginning of the world, to the date of this Agreement.

(B) The sole exception to this release given in section (A)

of this Article is that nothing herein contained shall operate to release Allstate Insurance Company from its obligations to make the payments set forth in Article IV of this Agreement.

ARTICLE VI - ADDRESSES

The above payments referred to herein shall be made by mailing same to R. D. 2, Box 117, Clearfield, PA 16830. In the event of any change in the status of the recipient including but not limited to, change of address, qualifications of a guardian or trustee, recipient shall have the obligation to request in writing Allstate Settlement Corporation at Structure Settlement Administration, Allstate Plaza South G5B, Northbrook, Illinois 60062. In the event of any request for change in beneficiary, recipient shall have the obligation to advise in writing Allstate Insurance Company, 3 Sheraton Drive, Altoona, PA 16601. Failure of Allstate Life Insurance Company to receive such notice shall be grounds for delay or failure to make payments and such failure to make payments shall not give rise to any cause of action against Allstate Life or any other person, firm or corporation for delay or failure to make the aforesaid payments.

ARTICLE VII - FUNDING PERIODIC PAYMENT OBLIGATION

It is understood and agreed that Allstate Insurance Company will assign the obligation to make aforesaid future periodic payments to Allstate Settlement Corporation. Claimant consents to

this assignment and accepts such obligation as a direct obligation of Allstate Settlement Corporation and in substitution of the obligation of Allstate Insurance Company. It is understood and agreed that Allstate Settlement Corporation will fund the obligation to make future periodic payments by purchasing an annuity from Allstate Life Insurance Company. It is further understood and agreed that Allstate Settlement Corporation will purchase a surety bond from Allstate Insurance Company which will guarantee performance of Allstate Settlement Corporation with respect to the obligation assumed.

ARTICLE VIII - NONASSIGNMENT

The periodic payments to be received by Plaintiffs pursuant to Article IV are not subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge or encumbrance by Plaintiffs.

ARTICLE IX - ADEQUATE CONSIDERATION - DENIAL OF LIABILITY

Plaintiffs agree and acknowledge that Plaintiffs accept payment of the sum that Plaintiffs are to receive pursuant to this Settlement Agreement as a full, complete, final and binding compromise of matters involving disputed issues regardless of whether too much or too little may have been paid, that payment of the sums to Plaintiffs shall not be considered admissions by any party hereto of any liability or wrongdoing; and that no past or

present wrongdoings on the part of any party shall be implied by any payments.

ARTICLE X - ENTIRE AGREEMENT

This Settlement Agreement contains the entire agreement between Plaintiffs, Defendants and Allstate Insurance Company with regard to the matters set forth herein. There are no other understandings or Agreements, verbal or otherwise, in relations thereto, between the parties except as herein expressly set forth.

ARTICLE XI - READING OF AGREEMENT

In entering into this Settlement Agreement, Plaintiffs represent that they have completely read all terms hereof and that such terms are fully understood and voluntarily accepted by Plaintiffs, who have been and are represented by counsel of Plaintiffs' choice.

ARTICLE XII - FUTURE COOPERATION

All parties agree to cooperate fully and to execute any and all supplementary documents and take all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Settlement Agreement, which are not inconsistent with its terms.

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 \$41,480.25 on 8/4/2007

THE AGGREGATE AMOUNT OF THE PURCHASED PAYMENTS IS \$41,480.25.

THE DISCOUNTED PRESENT VALUE OF THE AGGREGATE PAYMENTS AT 5.20% IS \$38,503.97. 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 \$31,500.00.

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

COMPLIANCE AND ADMINISTRATIVE FEE: \$500.00

FILING AND RELATED EXPENSES FEE: \$0.00

THE NET AMOUNT PAYABLE TO THE SELLER(YOU) IS \$31,000.00. 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 5.20%.

THE EFFECTIVE ANNUAL DISCOUNT RATE FOR THIS TRANSACTION IS 21.93%. 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 80.50% 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 80.50%.

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 21.93% PER YEAR. THE NET AMOUNT PAID TO YOU (THE PAYEE) BY US (THE TRANSFeree) REPRESENTS AN ESTIMATE OF THE FAIR MARKET VALUE OF THE FUTURE PERIODIC PAYMENTS TRANSFERRED UNDER THE STRUCTURED SETTLEMENT AGREEMENT.

SCHEDULE 1, PAGE 3

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 AND THE FILING AND RELATED EXPENSES FEE.

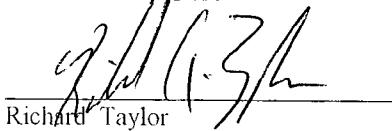
IF YOU BELIEVE YOU WERE TREATED UNFAIRLY OR WERE MISLED AS TO THE NATURE OF THE OBLIGATIONS YOU ASSUMED UPON ENTERING INTO THIS AGREEMENT, YOU SHOULD REPORT THOSE CIRCUMSTANCES TO YOUR LOCAL DISTRICT ATTORNEY OR THE OFFICE OF THE ATTORNEY GENERAL.

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.


Richard Taylor 

321
HENDERSON RECEIVABLES
LIMITED PARTNERSHIP

February 21, 2006

Allstate Life Insurance Company
544 Lakeview Parkway, L3F
Vernon Hills, IL 60061
Attn: Legal Department/Structured Settlements

Allstate Settlement Corporation
544 Lakeview Parkway, L3F
Vernon Hills, IL 60061
Attn: Legal Department/Structured Settlements

RE: Notice of Sale/Assignment of Payment Rights
Your Contract #: 90521204
Payee: Richard Taylor
SS #: 192-64-6088

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

VERIFICATION

I verify that the statements made in this PETITION FOR PARTIAL
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: 2-24-2004


RICHARD TAYLOR

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the within PETITION FOR PARTIAL TRANSFER OF STRUCTURED SETTLEMENT was served via Regular Mail upon the parties below on the 24 day of February, 2006:

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

Allstate Life Insurance Company
544 Lakeview Parkway, L#F
Vernon Hills, IL 60061
Attn: Legal Department/Structured Settlements

Allstate Settlement Corporation
544 Lakeview Parkway, L#F
Vernon Hills, IL 60061
Attn: Legal Department/Structured Settlements

WELCH, GOLD & SIEGEL, P.C.



E. VERNON PARKINSON, ESQUIRE

• **Welch
& Gold
Siegel, P.C.**

Attorneys at Law

February 24, 2006

Prothonotary of Clearfield County
P.O. Box 549
Clearfield, PA 16830

In re: Transfer of Structured Settlement of Richard Taylor
Our File No.: 10419 (VP)

Dear Sir/Madam:

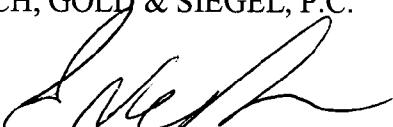
Enclosed please find an original and one (1) copy of the Petition for Partial Transfer of Structured Settlement on behalf of Richard Taylor. Enclosed is a check made payable to the Office of the Prothonotary in the sum of \$85.00 to cover the fee for the filing of this Petition. I would be most appreciative if you could file the original and send back a certified, time-stamped copy in the provided self-addressed, stamped envelope at your earliest opportunity.

IT IS MY UNDERSTANDING THAT THE ORIGINAL PETITION AND RULE RETURNABLE ANNEXED TO THE FACE THEREOF WILL BE FORWARDED TO THE COURT ADMINISTRATOR TO BE PRESENTED TO THE COURT FOR THE ASCERTAINING OF A RULE RETURNABLE DATE AND A SCHEDULING OF A HEARING THEREON. THE ONLY REQUIREMENT REQUIRED BY STATUTE IS THAT THE RULE MUST BE RETURNABLE MORE THAN TWENTY (20) DAYS FROM THE DATE OF THE ISSUANCE, AND THAT THE HEARING CAN BE SCHEDULED ANY TIME THEREAFTER. AS SUCH, KINDLY FORWARD THE ORIGINAL PETITION TO THE COURT ADMINISTRATOR FOR THE ASCERTAINING OF A RULE RETURNABLE AND HEARING DATE AND FORWARD A COPY OF THE RULE RETURNABLE ONCE IT IS SIGNED BY THE COURT TO ME UPON COMPLETION SO THAT I CAN EFFECTUATE SERVICE ON ALL PARTIES IN INTEREST.

If you have any questions or wish to further discuss this matter, please do not hesitate to contact me.

Sincerely,

WELCH, GOLD & SIEGEL, P.C.


E. VERNON PARKINSON, ESQUIRE

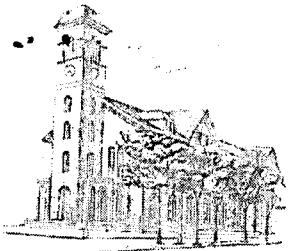
Welch, Gold & Siegel, P.C.
Lawyers Building
428 Forbes Avenue
Pittsburgh,
Pennsylvania 15219
Telephone: (412) 391-1014
Fax: (412) 471-9510

• Philadelphia Office
Associated with
Mattleman, Weinroth
& Miller
Attorneys at Law
Philadelphia,
Pennsylvania 19110

Russellton Office
Main Street
Russellton,
Pennsylvania 15076
(724) 265-2222

Enclosures

cc: Mr. Richard Taylor (w/ encl.)



Clearfield County Office of the Prothonotary and Clerk of Courts

William A. Shaw
Prothonotary/Clerk of Courts

David S. Ammerman
Solicitor

Jacki Kendrick
Deputy Prothonotary

Bonnie Hudson
Administrative Assistant

To: All Concerned Parties

From: William A. Shaw, Prothonotary

It has come to my attention that there is some confusion on court orders over the issue of service. To attempt to clear up this question, from this date forward until further notice, this or a similar memo will be attached to each order, indicating responsibility for service on each order or rule. If you have any questions, please contact me at (814) 765-2641, ext. 1331. Thank you.

Sincerely,

William A. Shaw
Prothonotary

DATE: 3/10/06

You are responsible for serving all appropriate parties.

The Prothonotary's office has provided service to the following parties:

Plaintiff(s)/Attorney(s)

Defendant(s)/Attorney(s)

Other

Special Instructions:

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

FILED NOCC
11:07 AM
MAR 13 2006

William A. Shaw
Notary Clerk of Courts

AFFIDAVIT OF SERVICE

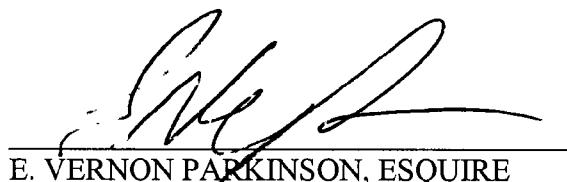
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY COUNTY) SS:
)

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".

Allstate Life Insurance Company
544 Lakeview Parkway, L3F
Vernon Hills, IL 60061
Attn: Structured Settlement Dept.
Receipt: 70051820000801210636
Sent: 03-02-2006
Received: 02-08-2006

Allstate Settlement Corporation
544 Lakeview Parkway, L3F
Vernon Hills, IL 60061
Attn: Legal Dept./Structured Settlements
Receipt: 70051820000801210629
Sent: 03-02-2006
Received: 02-08-2006

321 HENDERSON RECEIVABLES, LP
C/O J. G. WENTWORTH
40 Morris Avenue
Bryn Mawr, PA 19010
Receipt: 70051820000801210612
Sent: 03-02-2006
Received: 02-08-2006



E. VERNON PARKINSON, ESQUIRE

SWORN TO and subscribed before me
this 9th day of MARCH, 2006.



NOTARY PUBLIC

Notarial Seal
Patricia A. Wirick, Notary Public
City Of Pittsburgh, Allegheny County
My Commission Expires Sept 9, 2006

Member P.A.N.P. - Pennsylvania Association of Notary Publics

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:

Allstate Life Insurance Co
544 Lakeview Parkway L#F
Vernon Hills, IL 60061

Attn: Legal Department
Structured Settlements

2. Article Number
(Transfer from service label) 7005 1820 0008 0121 0636
PS Form 3811, February 2004 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.

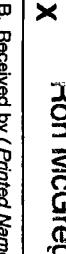
1. Article Addressed to:

Allstate Settlement
Corporation
544 Lakeview Parkway, L#F
Vernon Hills, IL 60061

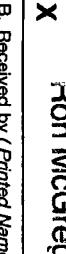
Attn: Legal Department
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(Transfer from service label) 7005 1820 0008 0121 0636
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COMPLETE THIS SECTION ON DELIVERY

A. Signature	<input checked="" type="checkbox"/> Agent
	<input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery
	<u>10/10/04</u>
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <u>VERNON HILLS, IL 60061</u>	

COMPLETE THIS SECTION ON DELIVERY

A. Signature	<input checked="" type="checkbox"/> Agent
	<input type="checkbox"/> Addressee
B. Received by (Printed Name)	C. Date of Delivery
	<u>10/10/04</u>
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <u>VERNON HILLS, IL 60061</u>	

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 JG Wentworth
40 Morris Avenue
Bryn Mawr, PA 19010

Attn: Legal Department
Structured Settlements

2. Article Number
(Transfer from service label)

7005 1820 0008 0121 0612

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

EXHIBIT "A"

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

In Re: RICHARD TAYLOR

CIVIL DIVISION

NO. 06-312 CD

FILED 3cc
019:48 AM
APR 03 2006 Parkinson
William A. Shaw
Prothonotary/Clerk of Courts
6x

ORDER

AND NOW, this 3rd day of April, 2006, upon consideration of the unopposed petition of Richard Taylor (“Mr. Taylor”), and upon consideration of the court order attached hereto as Exhibit “A” approving the underlying structured settlement, the Court hereby finds as follows:

1. The Court has jurisdiction over this matter pursuant to the Pennsylvania State Structured Settlement Protection Act, 40 P.S. §§ 4001 *et seq.*
2. The transfer of the structured settlement proceeds, specifically one lump sum payment of \$41,480.25 due on August 4, 2007 (the “Assigned Payment”), by Mr. Taylor to 321 Henderson Receivables Limited Partnership (“321 Henderson”) as described in the purchase agreement between Mr. Taylor and 321 Henderson (the “Purchase Agreement”) and in the petition in this matter (the “Proposed Transfer”) (i) does not contravene any applicable federal or state statute or the order of any court or responsible administrative or governmental authority, or any applicable law limiting the transfer of workers’ compensation claims, and (ii) is in the best interest of Mr. Taylor, taking into account the welfare and support of Mr. Taylor’s dependents, if any.
3. The Proposed Transfer complies with the requirements of the Structured Settlement Protection Act, 40 P.S. §§ 4001 *et seq.* and 215 ILCS 153/1 *et seq.*, and does not contravene other applicable law.

4. Not less than 10 days prior to the date on which Mr. Taylor first incurred any obligation with respect to the Proposed Transfer, 321 Henderson provided Mr. Taylor a disclosure statement in full compliance with 40 P.S. § 4003(a)(2).

5. Mr. Taylor has received or expressly waived in a separate written acknowledgment signed by Mr. Taylor, independent legal advice regarding the implications of the Proposed Transfer, including consideration of the tax ramifications of the Proposed Transfer.

6. Mr. Taylor has given written notice of 321 Henderson's name, address and taxpayer identification number to Allstate Settlement Corporation and Allstate Life Insurance Company ("Allstate Life") (collectively, "Allstate"), and has filed a copy of such notice with the Court.

7. Mr. Taylor has timely filed and served on all interested parties, including Allstate, a notice of the Proposed Transfer and the application for its authorization in compliance with the requirements of 40 P.S. § 4004.

Based on the foregoing findings, IT IS HEREBY ORDERED THAT:

1. Pursuant to 40 P.S. § 4003, the Proposed Transfer is approved. Until the due date of the Assigned Payment, the designated beneficiary under annuity contract no. 90521204 shall be the Estate of Mr. Taylor. However, 321 Henderson's right to receive the Assigned Payment shall not be affected by Mr. Taylor's death.

2. Allstate Life shall forward the Assigned Payment, within 7 days of the date due, by check made payable to "321 Henderson Receivables Limited Partnership," at P.O. Box 7780-4244, Philadelphia, PA 19182-4244, as follows: one lump sum payment of \$41,480.25 due on August 4, 2007.

3. In the event 321 Henderson further assigns or otherwise transfers the Assigned Payment (or any portion thereof or interest therein) to another person or entity (a "Reassignment"), Allstate will not itself be obligated to redirect the Assigned Payment (or any portion thereof) to any person or entity other than Henderson or to any payment address other than that specified herein, and Henderson shall remain obligated to comply with all terms and conditions herein.

4. All remaining Periodic Payments (and/or portions thereof), if any, that are not the subject of the Proposed Transfer and not previously assigned, shall be made payable to Mr. Taylor and will be forwarded by Allstate Life, when due, to Mr. Taylor's most recent known address or any payment address designated by Mr. Taylor, subject to the consent of Allstate.

5. 321 Henderson shall defend, indemnify, and hold harmless Allstate, and its directors, shareholders, officers, agents, employees, servants, successors, and assigns, and any parent, subsidiary, or affiliate thereof, and their directors, shareholders, officers, agents, employees, servants, successors, and assigns, past and present, from and against any and all liability, including but not limited to costs and reasonable attorney's fees, for any and all claims made in connection with, related to, or arising out of the Purchase Agreement, the Proposed Transfer, the Assigned Payment, any Reassignment, or Allstate's compliance with the parties' Stipulation or this Order, except with respect to claims by 321 Henderson against Allstate to enforce Allstate's obligations to 321 Henderson under the parties' Stipulation. To the extent that 321 Henderson fails to honor this indemnification and defense obligation, Allstate may, in addition to all other remedies afforded by law, satisfy the same by withholding to its own credit the Assigned Payment.

6. Allstate's lack of opposition to this matter, or its or 321 Henderson's stipulation hereto or compliance herewith, shall not constitute evidence in this or any matter, and is not intended to constitute evidence in this or any matter, that:

- a. payments under a structured settlement contract or annuity or related contracts can be assigned or that "anti-assignment" or "anti-encumbrance" provisions in structured settlement contracts or annuities or related contracts are not valid and enforceable; or
- b. other transactions entered into by 321 Henderson and its customers constitute valid sales and/or secured transactions; or
- c. Allstate has waived any right in connection with any other litigation or claims; or
- d. Henderson has waived any right other than as expressly set forth in the parties' Stipulation and/or this Order.

7. 321 Henderson and Mr. Taylor, 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, and assigns, past and present (the "Releasors"), hereby remise, release and forever discharge each other and Allstate, and its directors, shareholders, officers, agents, employees, servants, successors, and assigns, and any parent, subsidiary, or affiliate thereof, and their directors, shareholders, officers, agents, employees, servants, successors, and assigns, past and present (the "Allstate 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 Purchase Agreement, the Assigned Payment, the Proposed Transfer, or the parties' Stipulation, which against each other or the Allstate Releasees, the Releasors have or had from the beginning of the world through the date of this Order, except for claims of Releasors against the Allstate Releasees to enforce the Allstate Releasees' obligations to Releasors, if any, under the parties' Stipulation or this Order.

DONE IN OPEN COURT this 3rd day of April ^{FJA} ~~March~~, 2006.



A handwritten signature in black ink, appearing to read "Fred J. Auerbach". Below the signature, the word "Judge" is printed in a smaller, sans-serif font.

EXHIBIT A

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DUANE TAYLOR and VIRGINIA
TAYLOR, Parents and Natural
Guardians of RICHARD TAYLOR, CIVIL DIVISION
Plaintiffs No. 89 - 1476 - CD
vs. ORDER
STEPHEN H. McLAUGHLIN and Filed on Behalf of:
KATHY M. McLAUGHLIN, his wife,
Defendants Plaintiffs, DUANE TAYLOR and
VIRGINIA TAYLOR, Parents and
Natural Guardians of RICHARD
TAYLOR

Counsel of Record for this Party:

JOSEPH COLAVECCHI, ESQUIRE
Pa. I. D. 06810

COLAVECCHI & RYAN
221 East Market Street
P. O. Box 131
Clearfield, PA 16830

814/765-1566

FILED

JUN 29 1990

ALLEN D. BIETZ
Prothonotary

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

DUANE TAYLOR and VIRGINIA :
TAYLOR, Parents and Natural :
Guardians of RICHARD TAYLOR, :
Plaintiffs :
vs. : No. 89-1476-CD
STEPHEN H. McLAUGHLIN and :
KATHY M. McLAUGHLIN, his wife, :
Defendants :

ORDER

AND NOW, this 28th day of June, 1990, upon
consideration of the foregoing Petition, it is ORDERED that
Petitioners are authorized to settle this case on behalf of their
son, Richard Taylor, on the basis of the structured settlement
which is set out in detail on the exhibit attached hereto and which
calls for the following:

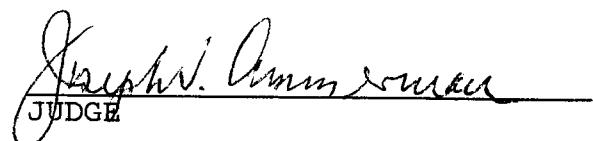
(a) Immediate cash payment of	\$35,000.00
(b) On 8/4/2002	\$27,093.45
(c) On 8/4/2007	\$41,480.25
(d) On 8/4/2012	\$62,390.42
(e) On 8/4/2017	\$91,266.24
(f) On 8/4/2022	<u>\$112,936.54</u>
TOTAL	\$370,166.90

LAW OFFICES OF
COLAVECCHI & RYAN
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA.

It is further ORDERED and DECREED that Joseph Colavecchi, as
Counsel for Petitioners, be reimbursed for the expenses advanced

on behalf of Richard Taylor in the amount of \$445.83 and that he further receive attorney's fees for representing Petitioners as per the written agreement between the parties, in the amount of \$29,189.87.

BY THE COURT:



JUDGE

LAW OFFICES OF
COLAVECCHI & RYAN
221 E. MARKET ST.
(ACROSS FROM
COURTHOUSE)
P. O. BOX 131
CLEARFIELD, PA.