

07-1356-CD

In Re: Lou Ann Henry

Henderson Receivables Limited Partnership whose address is c/o J.G. Wentworth & Company, 40 Morris Avenue, Bryn Mawr, Pennsylvania 19010.

5. Immediately following this sale, Petitioner will continue to receive \$400.00 per month from the first New York Life Insurance Company annuity and will also receive approximately \$1,300.00 per month from her second annuity with New York Life Insurance Company leaving Petitioner with \$1,700.00 per month in annuity payments.

6. Petitioner is also employed at Christ the King Manor and currently earns \$12.00 per hour and annually will receive approximately \$22,500.00.

7. 321 Henderson Receivables Limited Partnership has provided Petitioner, Lou Ann Henry, with a Disclosure Statements pursuant to 40 P.S. §4003(a)(2), (a)(4) and (b). See attached Disclosure Statement set forth as Exhibit "A".

8. The best interest of your Petitioner will be served by granting the relief requested herein because your Petitioner will use the funds to pay off existing debt that will allow Petitioner greater cash flow for her family and also will allow Petitioner to start a business of home renovation and development with her daughter.

9. As set forth above, Petitioner will nevertheless continue to receive \$1,700.00 per month for her day to day living expenses together with her Christ the King Manor income. She will continue to own future payments from New York Life Insurance Company after September 29, 2025 when Petitioner will be 70 years of age.

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

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


12. Petitioner has received a legal opinion from Hopkins Heltzel LLP stating that as of today's date, the sale of her structured settlement is not considered to be a taxable event by the United States Department of Treasury. The opinion is attached hereto as Exhibit "C".

13. New York Life Insurance Company will charge Petitioner a \$500.00 fee which is their ordinary course of practice.

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

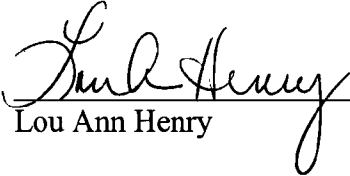
WHEREFORE, Petitioner, Lou Ann. Henry, respectfully requests this Honorable Court to approve and authorize the sale of a portion of Petitioner's structured settlement payment from New York Life Insurance Company to 321 Henderson Receivables Limited Partnership for the sum of \$79,207.18.

Respectfully submitted,


David J. Hopkins, Esquire
Attorney for Petitioner

VERIFICATION

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


Lou Ann Henry

SCHEDULE 1
DISCLOSURE STATEMENT

PLEASE BE ADVISED THAT THE PROPOSED TRANSACTION IS A SALE, NOT A LOAN, AND THAT YOU WILL BE SELLING ALL RIGHTS AND TITLE TO THE ASSIGNED ASSETS ONCE THIS TRANSACTION IS CONSUMMATED. PLEASE BE ADVISED THAT YOU MAY BE SUBJECT TO ADVERSE FEDERAL AND STATE INCOME TAX CONSEQUENCES AS A RESULT OF THE PROPOSED TRANSACTION. YOU SHOULD CONSULT YOUR OWN COUNSEL, ACCOUNTANT, OR FINANCIAL ADVISOR REGARDING ANY FEDERAL OR STATE INCOME TAX CONSEQUENCES ARISING FROM THE PROPOSED TRANSFER.

YOUR PURCHASE PRICE WAS DERIVED ASSUMING A DISCOUNT RATE SIGNIFICANTLY HIGHER THAN THE PRIME INTEREST RATES CHARGED BY COMMERCIAL BANKS, THEREFORE, WE URGE YOU TO EXPLORE ALL FINANCIAL OPTIONS.

WE WILL PURCHASE FROM YOU A) 216 monthly payments of \$986.99 each, beginning on October 29, 2007 and ending on September 29, 2025.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]



SCHEDULE 1, PAGE 2

THE AGGREGATE AMOUNT OF THE PURCHASED PAYMENTS IS \$213,189.84.

THE DISCOUNTED PRESENT VALUE OF THE AGGREGATE PAYMENTS AT 6.20% IS \$128,812.73. 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 \$79,207.18.

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 \$78,707.18. NO OTHER EXPENSES ARE INCURRED BY YOU.

THE DISCOUNTED PRESENT VALUE OF PAYMENTS SHALL BE CALCULATED AS FOLLOWS: THE APPLICABLE FEDERAL RATE USED IN CALCULATING THE DISCOUNTED PRESENT VALUE IS 6.20%.

THE EFFECTIVE ANNUAL DISCOUNT RATE FOR THIS TRANSACTION IS 14.30%. 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 61.10% OF THE ESTIMATED CURRENT VALUE OF THE PAYMENTS BASED UPON

SCHEDULE 1, PAGE 3

THE DISCOUNTED VALUE USING THE APPLICABLE FEDERAL RATE.

THE QUOTIENT OBTAINED BY DIVIDING THE NET PAYMENT BY THE DISCOUNTED PRESENT VALUE IS 61.10%.

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 14.30% 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.

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:

SCHEDULE 1, PAGE 4

**321 HENDERSON RECEIVABLES ORIGINATION LLC
3993 HOWARD HUGHES PARKWAY
SUITE 250
LAS VEGAS, NV 89169-6754
ATTENTION: VICE PRESIDENT – OPERATIONS**

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

PLEASE BE ADVISED THERE ARE NO PENALTIES OR LIQUIDATED DAMAGES PAYABLE BY YOU IN THE EVENT OF ANY BREACH OF THE TRANSFER AGREEMENT BY YOU. THERE ARE NO BROKERS COMMISSIONS, SERVICE CHARGES, APPLICATION FEES, PROCESSING FEES, CLOSING COSTS, FILING FEES, ADMINISTRATIVE FEES, LEGAL FEES, NOTARY FEES AND OTHER COMMISSIONS, FEES, COSTS, EXPENSES AND CHARGES PAYABLE BY YOU OR DEDUCTED FROM GROSS AMOUNT OTHERWISE PAYABLE TO YOU 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.

SCHEDULE 1, PAGE 5

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

Lou Ann Henry
LOU ANN HENRY



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

In Re: Lou Ann Henry

: No.
:

CERTIFICATE OF LEGAL FEES AND EXPENSES

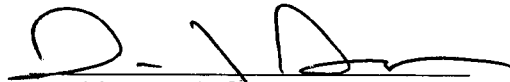
Legal fee	\$ 850.00
Prothonotary fee	85.00
Certified mailing fees	14.64
Wiring fee	20.00
Long distance phone calls	10.00

Total Expenses	\$ 979.64
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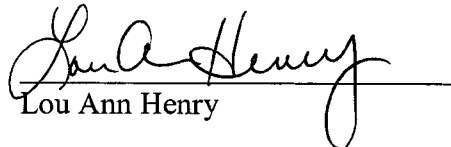
Structured Settlement Proceeds	\$78,707.18
Less Expenses	

Net Proceeds	\$77,727.54
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Respectfully submitted,



David J. Hopkiffs, Esquire
Attorney for Lou Ann Henry


Lou Ann Henry

EXHIBIT

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HOPKINS HELTZEL LLP

100 Meadow Lane, Suite 5 • DuBois, PA 15801

David J. Hopkins
Licensed in PA & NJ
Masters in Taxation

Lea Ann Heltzel
Licensed in PA

- Voice: (814) 375 - 0300
- Fax: (814) 375 - 5035
- Email: hhlaw@comcast.net

August 21, 2007

Lou Ann Henry
541 Hepburn Road
DuBois, PA 15801

Re: Structured Settlement

Dear Ms. Henry:

Please be advised that I have filed the Petition to Transfer a portion of your structured settlement with the Court of Common Pleas. Pennsylvania statutes require that I provide you independent legal advice regarding the implications of the transfer. The purpose of this letter is to memorialize what we discussed earlier. That is, the sale of the structured settlement is not considered to be a taxable event by the United States Department of Treasury as of today's date.

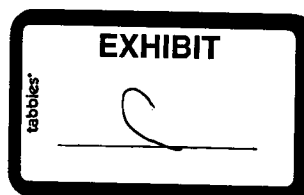
There is no guarantee the Department of Treasury may not change its position tomorrow, but this certification is good through today.

If you have any questions, please feel free to contact me.

Very truly yours,


David J. Hopkins
Attorney at Law

DJH/bjr



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

In Re: LOU ANN HENRY

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:
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No. 07-1356-CD

SCHEDULING ORDER

NOW, this 28 day of August, 2007, upon consideration of the Petition to Transfer Structured Settlement; a hearing to consider Petitioner's request is scheduled on the 15th day of October, 2007, at 9:00 o'clock A.M. in Courtroom No. 1 of the Clearfield County Courthouse, 203 E. Market Street, Clearfield, Pennsylvania.

NOTICE

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

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

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

FILED
04:00 PM
AUG 29 2007

William A. Shaw
Prothonotary/Clerk of Courts
Sec. Duty Hopkins

BY THE COURT,

JUDGE

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

In Re: LOU ANN HENRY

No. 07-1356 C.D.

Type of Pleading: Notice of Proposed Transfer
of Structured Settlement Payment

Filed on behalf of: Lou Ann Henry,
Petitioner

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

FILED *rec Atty Hopkins*
0/9:20 um
S SEP 04 2007 *(S)*

William A. Shaw
Prothonotary/Clerk of Courts

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

In Re: LOU ANN HENRY


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:
:

No. 07-1356 C.D.

NOTICE OF PROPOSED TRANSFER
OF STRUCTURED SETTLEMENT PAYMENT

Please be advised that Lou Ann Henry has petitioned the Court of Common Pleas of Clearfield County to transfer a structured settlement. Pursuant to 40 P.S. §4004 of the Pennsylvania Statutes:

1. The Petition of Lou Ann Henry to transfer structured settlement filed to Court Docket No. 07-1356 C.D. is attached;
2. Attached hereto is a copy of the Transfer (Purchase) Agreement;
3. Attached hereto is a copy of the Disclosure Statement;
4. Be advised that the transferee, the structured settlement obligor or the annuity insurer is entitled to support, oppose or otherwise respond to the petition, either in person or by counsel, by submitting written comments to the court or by participation in the hearing scheduled for October 15, 2007 at 9:00 a.m. in Courtroom No. 1 at the Clearfield County Courthouse, 230 East Market Street, Clearfield, Pennsylvania.


David J. Hopkins, Esquire
Attorney for Lou Ann Henry

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

In Re: LOU ANN HENRY

No. 07-1356-CD

Type of Pleading: Petition to Transfer
Structured Settlement

Filed on behalf of: LOU ANN HENRY,
Petitioner

HOPKIN HELTZEL LLP

Counsel of Record for this party:

DAVID J. HOPKINS, ESQUIRE

Attorney at Law

Supreme Court No. 42519

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

AUG 22 2007

Attest,

William A. Brown
Prothonotary/
Clerk of Courts

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

In Re: LOU ANN HENRY

:
:
: No.

PETITION TO TRANSFER STRUCTURED SETTLEMENT

AND NOW, comes Petitioner, Lou Ann Henry, by and through her attorneys, Hopkins Heltzel LLP, and files the within Petition to Transfer Structured Settlement as follows:

1. Petitioner is Lou Ann Henry whose address is 541 Hepburn Road, DuBois, Pennsylvania 15801.

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

3. As a result of the settlement, Petitioner currently receives two (2) annuity payments each month from New York Life Insurance Company. The first annuity pays \$1,386.99 and the second pays approximate \$1,300.00. Petitioner is entitled both payments for the remainder of her natural life.

4. Petitioner proposes to sell a portion of the New York Life Insurance Company annuity paying monthly benefits of \$1,386.99. She proposes to sell \$986.99 per month for 216 months. Said sale would begin with the October 29, 2007 payment and continue until September 29, 2025. Petitioner will receive \$79,207.18 from 321

Henderson Receivables Limited Partnership whose address is c/o J.G. Wentworth & Company, 40 Morris Avenue, Bryn Mawr, Pennsylvania 19010.

5. Immediately following this sale, Petitioner will continue to receive \$400.00 per month from the first New York Life Insurance Company annuity and will also receive approximately \$1,300.00 per month from her second annuity with New York Life Insurance Company leaving Petitioner with \$1,700.00 per month in annuity payments.

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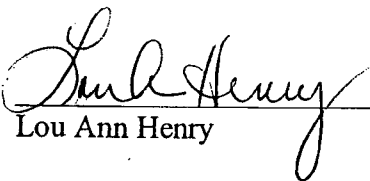
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Respectfully submitted,


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Attorney for Petitioner

VERIFICATION

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


Lou Ann Henry

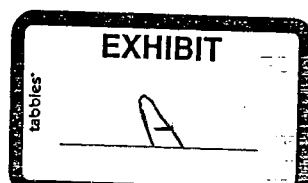
SCHEDULE 1
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SCHEDULE 1, PAGE 2

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SCHEDULE 1, PAGE 3

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

SCHEDULE 1, PAGE 4

**321 HENDERSON RECEIVABLES ORIGINATION LLC
3993 HOWARD HUGHES PARKWAY
SUITE 250
LAS VEGAS, NV 89169-6754
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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.

SCHEDULE 1, PAGE 5

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

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

In Re: Lou Ann Henry

: No.

:

CERTIFICATE OF LEGAL FEES AND EXPENSES


Legal fee	\$ 850.00
Prothonotary fee	85.00
Certified mailing fees	14.64
Wiring fee	20.00
Long distance phone calls	10.00

Total Expenses	\$ 979.64
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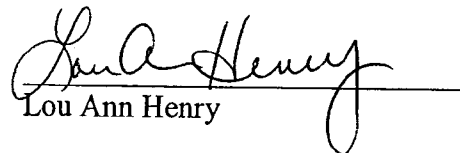
Structured Settlement Proceeds	\$78,707.18
Less Expenses	

Net Proceeds	\$77,727.54
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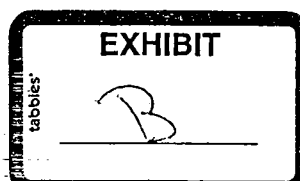
Respectfully submitted,



David J. Hopkins, Esquire
Attorney for Lou Ann Henry



Lou Ann Henry



HOPKINS HELTZEL LLP

100 Meadow Lane, Suite 5 • DuBois, PA 15801

David J. Hopkins
Licensed in PA & NJ
Masters in Taxation

Lea Ann Heltzel
Licensed in PA

- Voice: (814) 375 - 0300
- Fax: (814) 375 - 5035
- Email: hhlaw@comcast.net

August 21, 2007

Lou Ann Henry
541 Hepburn Road
DuBois, PA 15801

Re: Structured Settlement


Dear Ms. Henry:

Please be advised that I have filed the Petition to Transfer a portion of your structured settlement with the Court of Common Pleas. Pennsylvania statutes require that I provide you independent legal advice regarding the implications of the transfer. The purpose of this letter is to memorialize what we discussed earlier. That is, the sale of the structured settlement is not considered to be a taxable event by the United States Department of Treasury as of today's date.

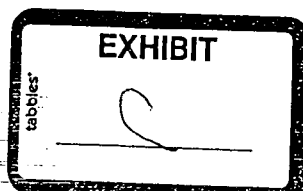
There is no guarantee the Department of Treasury may not change its position tomorrow, but this certification is good through today.

If you have any questions, please feel free to contact me.

Very truly yours,


David J. Hopkins
Attorney at Law

DJH/bjr



PURCHASE AGREEMENT

This is a Purchase Agreement. The date of this Agreement is _____, 200_. Lou Ann Henry is the Seller. 321 Henderson Receivables Origination LLC, a Nevada Limited Liability Company, its successors and/or assigns is the Buyer. In this Agreement, Lou Ann Henry is referred to as "You" or "Your" and 321 Henderson Receivables Origination LLC or its nominee, is referred to as "We", "Us" or "Our".

BACKGROUND OF THIS AGREEMENT

1. You 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 New York 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 Seventy-Nine Thousand Two Hundred Seven Dollars and 18/100 Cents (\$79,207.18). The Net Purchase Price payable to You is \$78,707.18 (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 Origination LLC", 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: 



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 Lou Ann Henry, as primary beneficiary of the Assigned Assets, of the terms of this Agreement. the Estate of Lou Ann Henry 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:

LH



- 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.

Initial: JH

INITIAL

- 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 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: JH



- 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 3993 Howard Hughes Parkway, Suite 250, Las Vegas, NV 89169-6754. 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 your domicile without regard for the conflicts of law rules thereof or elsewhere. (For Court Orders or Notice Transfers obtained in the following jurisdictions: AK, AR, AL, AZ, CA, CO, CT, DE, FL, GA, HI, 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, WV and WY 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:

Lou Ann Henry
541 Hepburn Rd.
Duboise , PA 15801

Initial: _____

YH



If to Us:

321 Henderson Receivables Origination LLC
3993 Howard Hughes Parkway
Suite 250
Las Vegas, NV 89169-6754
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.

Initial: _____

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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.

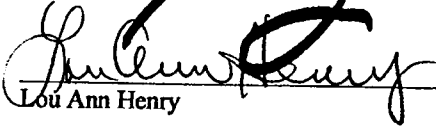
21. **Exhibits.** Attached to this Purchase Agreement are the following Exhibits:

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 ORIGINATION LLC

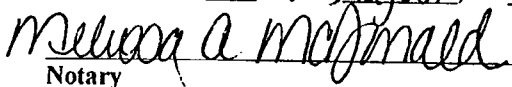
By: 
Vice President Operations


Lou Ann Henry

SIGN HERE

Spouse

Sworn to and subscribed
before me this 10 day of August, 2007


Notary



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Melissa A. McDonald, Notary Public
Sandy Twp., Clearfield County
My Commission Expires June 2, 2011
Member, Pennsylvania Association of Notaries

Exhibit A

We are hereby purchasing from You under the Annuity:

A) 216 monthly payments of \$986.99 each, beginning on October 29, 2007 and ending on September 29, 2025

Lou Ann Henry
Lou Ann Henry

STATE OF Pennsylvania:
COUNTY OF Clearfield:

On this 10 day of August, 2007, 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.

Melissa A McDonald
Notary

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Melissa A. McDonald, Notary Public
Sandy Twp., Clearfield County
My Commission Expires June 2, 2011
Member, Pennsylvania Association of Notaries

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

In Re: LOU ANN HENRY

:
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No. 07-1356 C.D.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that a true and correct copy of Notice of Proposed Transfer of Structured Settlement Payment, Petition to Transfer Structured Settlement together with scheduling Order dated August 28, 2007, filed on behalf of Lou Ann Henry, was forwarded by certified mail, postage prepaid, on August 31, 2007.

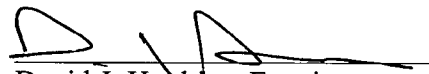
BY CERTIFIED MAIL

Article Number: 7006 0810 0001 0122 7933
New York Life Insurance Company
Attn: Legal Dept/Structured Settlement
51 Madison Avenue
New York, NY 10010

Article Number: 7006 0810 0001 0122 7940
New York Life Insurance and Annuity Corporation
Attn: Legal Dept/Structured Settlement
51 Madison Avenue
New York, NY 10010

Article Number: 7006 0810 0001 0122 7957
321 Henderson Receivables Limited Partnership
c/o J. G. Wentworth & Company
40 Morris Avenue
Bryn Mawr, PA 19010

FILED No CC.
0/9:20 cm
SEP 04 2007
William A. Shaw
Prothonotary/Clerk of Courts


David J. Hopkins, Esquire
Attorney for Lou Ann Henry

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

In Re: LOU ANN HENRY

No. 07-1356 C.D.

Type of Pleading: Proof of Service

Filed on behalf of: Lou Ann Henry,
Petitioner

Counsel of Record for this party:

HOPKINS HELTZEL LLP

DAVID J. HOPKINS, ESQUIRE
Attorney at Law
Supreme Court No. 42519

100 Meadow Lane, Suite 5
DuBois, Pennsylvania 15801

(814) 375-0300

FILED *WCC*
019:17/01
S OCT 15 2007
William A. Shaw
Prothonotary/Clerk of Courts

D. J. 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:

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

2. Article Number

(Transfer from service label)

7006 0810 0001 0122 7933

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf 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:

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

2. Article Number

(Transfer from service label)

7006 0810 0001 0122 7957

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf 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:

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

2. Article Number

(Transfer from service label)

7006 0810 0001 0122 7940

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf 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

FILED^{icc}
019:1805
OCT 15 2007
§ (will serve)
Atty Hopkins
(GK)
William A. Shaw
Prothonotary/Clerk of Courts

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

In Re: LOU ANN HENRY

:
:
: No. 07-1356 C.D.
:

ORDER

AND NOW, this 15th day of October, 2007, upon consideration of the unopposed petition of Lou Ann Henry ("Ms. Henry"), it is hereby ORDERED, ADJUDGED, and DECREED as follows:

1. The transfer of the structured settlement proceeds (the "Assigned Payments") by Ms. Henry to 321 Henderson Receivables Origination, LLC ("321 Henderson") as described in the petition in this matter (the "Proposed Transfer"): (i) does not contravene any federal or state statute or the order of any court or responsible administrative authority, and (ii) is in the best interest of Ms. Henry or her dependents.

2. Pursuant to §§4001 through §4009 of the Pennsylvania Statutes, the Structured Settlement Protection Act, the Court expressly finds that:

- a. The Proposed Transfer complies with the requirements of the Structured Settlement Protection Act (40 P.S. §§4001-4009) and will not contravene other applicable Federal or State statutes or regulations or any applicable law limiting the transfer of worker's compensation claims as required under 40 P.S. §4003(A)(1).
- b. Not less than ten days prior to the date on which Ms. Henry signed the transfer agreement, 321 Henderson provided a disclosure statement as required under 40 P.S. §4003(A)(2).

- c. Ms. Henry has established that the Proposed Transfer is in her best interests, taking into account the welfare and support of the payee's dependents as required under 40 P.S. §4003(A)(3).
- d. Ms. Henry has received or expressly waived in a separate written acknowledgement signed by her, independent legal advice regarding the implications of the Proposed Transfer, including consideration of the tax ramifications of the Proposed Transfer as required under 40 P.S. §4003(A)(4).
- e. Written notice of 321 Henderson name and address has been given to the annuity issuer and the structured settlement obligor and a copy of such notice has been filed with the court as required under 40 P.S. §4003(A)(6).
- f. Prior to entering the Purchase Agreement to make the Proposed Transfer, Ms. Henry was provided with a written notice regarding consultation with an attorney as required under 40 P.S. §4003(B).
- g. Prior to entering into the Purchase Agreement to make the proposed transfer, Ms. Henry was provided with a Statement of Fees and Expenses from Hopkins Heltzel LLP.

3. The Proposed Transfer from Ms. Henry to 321 Henderson Receivables Origination, LLC is approved. Lou Ann Henry is authorized to sell to 321 Henderson Receivables Origination, LLC monthly payments of \$986.99 each, beginning October 29, 2007 and ending September 29, 2025 owned by New York Life Insurance And Annuity Corporation and issued by New York Life Insurance Company for the sum of \$78,707.18. All payments shall be sent to 321 Henderson at the following address:

321 Henderson Receivables Origination, LLC
EIN#20-4728885
P.O. Box 7780-4244
Philadelphia PA 19182-4244

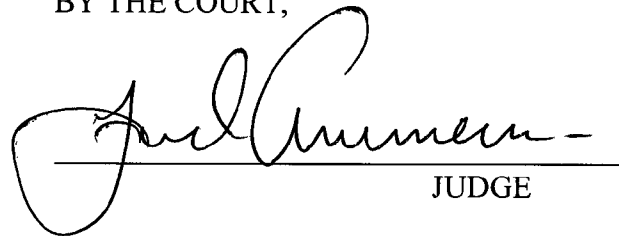
4. The Transferee shall be liable to the structured Settlement Obligor and to the Annuity Issuer:

- a. If the transfer contravenes the terms of the structured settlement, for any taxes incurred by the Structured Settlement Obligor and to the Annuity Issuer as a consequence of the transfer; and
- b. For any liabilities or costs, including reasonable costs and attorneys' fees arising from compliance by such parties with this order of the Court or arising as a consequence of the Transferee's failure to comply with the Act.

5. The Structured Settlement Obligor and Annuity Issuer shall irrevocably change the beneficiary for the Transferred payments to the Transferee, and no other individual or entity other than the Transferee shall have the authority to change beneficiary for the Transferred Payments.

DONE IN OPEN COURT this 15th day of October, 2007.

BY THE COURT,


JUDGE