

08-241-CD

In Re: Betsy Clark

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

In Re:

CIVIL DIVISION

BETSY CLARK

NO: 08-241-cd

**PETITION FOR PARTIAL TRANSFER
OF STRUCTURED SETTLEMENT**

FILED ON BEHALF OF PAYEE:

BETSY CLARK

COUNSEL OF RECORD FOR
THIS PARTY:

PAUL M. GOLTZ, ESQUIRE
PA I.D. #18275

429 FORBES AVENUE
810 ALLEGHENY BUILDING
PITTSBURGH, PA 15219

(412) 281-0846

Original
upstairs

1cc
m110:4181 Atty Goltz

(JM) Atty

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ICC
m/10/4/2011 Atty Goltz
Atty pd \$95.00

NOTICE OF PRESENTATION

TO: Betsy Clark
29 Shearer Drive
Olanta, PA 16863

Hartford Cebscc
200 Hopmeadow Street
Simsbury, CT 06089
ATTN: Legal Dept./Structured Settlement

Hartford Life Insurance Co.
200 Hopmeadow Street
Simsbury, CT 06089
ATTN: Legal Dept./Structured Settlement

321 Henderson Receivables Origination, LLC
3993 Howard Hughes Parkway
Suite 250
Las Vegas, NV. 89109
Tax ID # 88-0513164

Please take notice that the Petition for Partial Transfer of Structured Settlement will be presented to the Honorable _____ located at _____ on the _____ day of _____, 2008 at _____ a.m./p.m., or at such other time and place as suits the convenience of the Court.



PAUL M. GOLTZ, ESQUIRE

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 United States Certified Mail, Return Receipt Requested and First Class Mail, Postage Pre-paid upon the above-referenced parties on the _____ day of _____, 2008.



PAUL M. GOLTZ, ESQUIRE

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

In Re:

CIVIL DIVISION

BETSY CLARK

NO.:

PETITION FOR PARTIAL TRANSFER OF STRUCTURED SETTLEMENT

AND NOW comes Payee, BETSY CLARK ("Payee"), by and through her attorney, Paul M. Goltz, Esquire, and files this Petition for Partial Transfer of Structured Settlement. In support thereof, it is averred as follows:

1. Payee is BETSY CLARK an adult individual who resides at 29 Shearer Drive, Olanta, Pennsylvania 16863.
2. Payee was born on August 11, 1977 and is 30 years old.
3. Payee has no children.
4. Payee is unemployed, single and is receiving Social Security Disability in the amount of \$928.40/month.
5. Payee was involved in an automobile accident on March 14, 2002. She sustained serious neck, shoulder and collarbone injuries . As a result, a settlement was reached on January 5, 2006 wherein an initial payment of \$170,000.00 was made to Payee and her attorney. Additionally, Payee was guaranteed to receive monthly payments of \$516.57 starting August 11, 2006 until July 11, 2026. A copy of said Settlement Agreement is attached hereto and marked as Exhibit "A".
6. HARTFORD CEBSCO is the Structured "Settlement Obligor" as defined by 40 P.S. § 4002. HARTFORD CEBSCO is located at 200 Hopmeadow Street, Simsbury, CT 06089.
7. As authorized by the terms of the Agreement, HARTFORD CEBSCO funded the obligation by purchasing an annuity from HARTFORD LIFE INSURANCE COMPANY, the "Annuity Issuer." Id. HARTFORD LIFE INSURANCE COMPANY is

located at 200 Hopmeadow Street, Simsbury, CT 06089.

8. The payments which are to be transferred in accordance with the Purchase Agreement are:

221 monthly payments of \$225 each
beginning on March 11, 2008 and ending on July 11, 2026

THE AGGREGATE AMOUNT OF THE PURCHASED PAYMENTS IS \$49,725.00.

THE DISCOUNTED PRESENT VALUE OF THE AGGREGATE PAYMENTS AT 5.00% IS \$32,529.33. THE GROSS AMOUNT PAYABLE TO PAYEE IS \$14,139.78. A \$0.00 COMPLIANCE AND ADMINISTRATIVE FEE WILL BE DEDUCTED FOR 321 HENDERSON RECEIVABLES FROM THE GROSS AMOUNT PAYABLE TO THE SELLER. THE ATTORNEY'S FEE FOR THIS TRANSACTION IS \$1,800.00 PLUS APPROXIMATE COSTS OF \$200.00, PAYABLE FROM THE FINAL FUNDING.

THE NET AMOUNT PAYABLE TO THE PAYEE IS \$12,139.78.

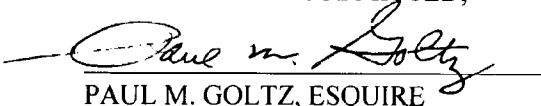
NO OTHER EXPENSES WILL BE INCURRED BY THE PAYEE.

9. **Based on the net amount that the payee will receive from this transaction \$12,139.78.00 and the amounts and timing of the structured settlement payments that would be assigned, the payee is, in effect, paying interest at 23.36%. The net amount paid to the payee by J.G. Wentworth represents an estimate of the fair market value of the future periodic payments transferred under the Structured Settlement Agreement.**
10. Payee proposes to enter into a Purchase Agreement with 321 Henderson Receivables Origination, LLC, whose address is 2215-B Renaissance Drive, Suite 5, Las Vegas, NV 89119, who will purchase the Structured Settlement payments referenced above and issued by HARTFORD LIFE INSURANCE COMPANY in the sum of \$49,725.00. A true and correct copy of the Purchase Agreement, together with pertinent attachments, is attached hereto, made a part hereof, and is marked as Exhibit "C".
11. There have been no previous transfers of this Structured Settlement.
12. This transfer does not contravene the terms of the structured settlement.

13. 321 Henderson Receivables Origination, LLC provided Payee with a Disclosure Statement pursuant to 40 P.S. § 4003, A copy which is attached hereto and marked Exhibit "D".
14. Payee has numerous bills to pay and she needs additional funds to complete the renovation of her kitchen.
15. The Court's authority to grant the relief requested is 40 P.S. 4001 et seq.

WHEREFORE, Payee requests this Honorable Court to approve and authorize the transfer and sale of Structured Settlement payments, to-wit, the sum of \$49,725.00 from HARTFORD LIFE INSURANCE COMPANY to BETSY CLARK be sold and transferred to 321 Henderson Receivables Origination, LLC.

RESPECTFULLY SUBMITTED,


PAUL M. GOLTZ, ESQUIRE

VERIFICATION

I verify that the statements made in the foregoing **PETITION FOR PARTIAL TRANSFER OF STRUCTURED SETTLEMENT** are true and correct. I understand that false statements are made subject to the penalties of 18 Pa. C.S. section 4904. relating to unsworn falsification to authorities.

DATE: 2-4-08

x Betsy Clark
BETSY CLARK

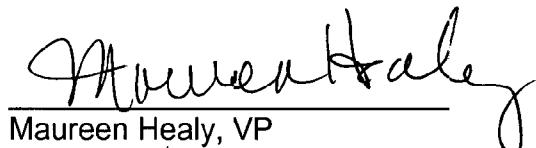
321
HENDERSON RECEIVABLES ORIGINATION, LLC

VERIFICATION

I, Maureen Healy, Vice President of 321 Henderson

Receivables Origination LLC, have read the foregoing Petition to Transfer Structured Settlement Payment Rights between 321 Henderson Receivables Origination LLC and Betsy Clark and hereby aver that the statements contained therein are true and correct to the best of my knowledge, information and belief.

This Verification is made subject to the penalties of 18 Pa.C.S.A. Section 4904 relating to the unsworn falsification to authorities.

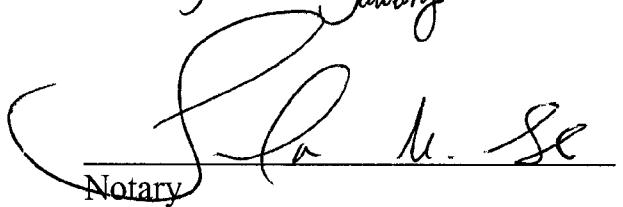


Maureen Healy, VP

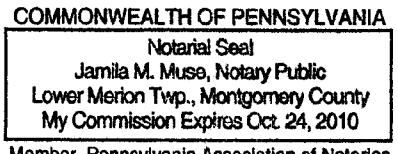
1/3/08

Date

Subscribed and sworn to before
me this 3rd Day of January 2008.



Notary



ATTACHMENT

1

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

In Re: CIVIL DIVISION

BETSY CLARK NO:

PAYEE'S AFFIDAVIT IN SUPPORT OF PETITION
TO TRANSFER STRUCTURED SETTLEMENT RIGHTS

I, BETSY CLARK, the Payee, verify that the statements below are true and correct:

1. Payee's Name, address, age:

BETSY CLARK AGE: 30 D/O/B: 08/11/1977
29 Shearer Drive
Olanta, PA 16863.

2. Marital status:

Never Married; Married; Separated; Divorce

If married or separated, name of spouse: N/A

3. Minor children and other dependents:

NONE

4. Income:

(a) Payee's monthly income and sources;
Monthly Income: \$928.40
Source: Social Security Disability

(b) If presently married, spouse's monthly income and sources.
N/A

5. Child support, alimony or alimony pendente lite:

Obligation to pay: Yes No

If yes, describe the obligations and state whether there are arrearages

6. Previous Transfers:

Have you previously filed a petition to transfer structured settlement payments rights?

Yes No

If yes, for each petition that you filed,

(a) If the transfer was submitted for court approval, list the court, the case the case caption and case number, and state whether the court approved or disapproved the transfer: N/A

(b) If the transfer was approved,

(i) State the name of the Transferee and identify (listing due dates and payments amount(s) of the payments involved in the transfer:

N/A

(ii) State the amount of money and the manner in which the money was used: N/A

(c) Have you ever transferred payments without court approval? If so, please explain: N/A

7. Reasons for transfer

Describe in detail your reasons for the proposed transfer, including an explanation as to why a sale of a lesser amount of the structured settlement amount will not better serve your interests:

Payee has numerous bills to pay and she needs additional funds to complete the renovation of her kitchen.

8. Payment of debts:

If you seek the transfer in order to pay debts, list each debt, including the name of the creditor and the amount presently owed:

VERIFICATION

I verify that the statements made in this affidavit are true and correct. I understand that false statements are made subject to the penalties of 18 pa. C.s. section 4904. relating to unsworn falsification to authorities.

DATE: 2-4-08

x Betsy Clark
BETSY CLARK
Payee

321
HENDERSON RECEIVABLES ORIGINATION, LLC

CERTIFICATION OF ATTORNEY FOR TRANSFeree

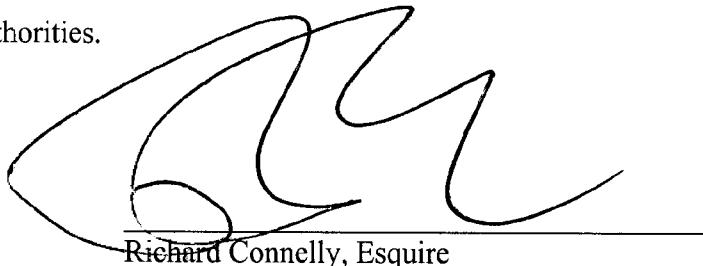
I, Richard Connally Esquire, attorney for Transferee 321

Henderson Receivables Origination, LLC, hereby certify to the best of my knowledge, information and belief, formed after reasonable inquiry, that the transfer between 321 Henderson Receivables Origination LLC and Betsy Clark will comply with the requirements of the 40 P.S. § 4000 et seq. (the "Act") and will not contravene any other applicable federal or state statute or regulation or the order of any court or administrative authority.

I verify that the statements made in this certification 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:

1/3/08



Richard Connally, Esquire

Subscribed and sworn to before
me this 3rd Day of January 2008.



Notary

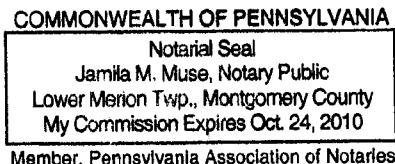


EXHIBIT “A”

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Settlement Agreement") is made and entered into this 5-24 day of January, 2006, by and among:

"Plaintiff" Betsy Clark

"Defendants" Iris Zebrook and Lance Human

"Insurer" Hartford Underwriters Insurance Company

RECITALS

- A. Plaintiff filed a complaint against Iris Zebrook and Lance Human ("Defendants") in the Superior Court of the State of Delaware, In and for New Castle County, Court Docket No. 04C-01-294 CHT, (the "Complaint"), which Complaint arose out of certain alleged negligent acts or omissions by Defendants. In the Complaint, Plaintiff sought to recover monetary damages as a result of that certain occurrence on or about March 14, 2002, which allegedly resulted in physical and personal injuries to Plaintiff.
- B. Insurer is the liability insurer of the Defendants, and as such, would be obligated to pay any claim made or judgment obtained against Defendants which is covered by its policy with Defendants.
- C. The parties desire to enter into this Settlement Agreement in order to provide for certain payments in full settlement and discharge of all claims which are, or might have been, the subject matter of the Complaint, upon the terms and conditions set forth below.

AGREEMENT

The parties agree as follows:

1.0 Release and Discharge

- 1.1 In consideration of the payments set forth in Section 2, Plaintiff hereby completely releases and forever discharges Defendants and Insurer from any and all past, present and future claims, demands, obligations, actions, causes of action, wrongful death claims, rights, damages, costs, losses of services, expenses and compensation of any nature whatsoever, whether based on a tort, contract or other theory of recovery, which the Plaintiff now has, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out of, or which are the subject of the Complaint (and all related pleadings) including, without limitation, any and all known or unknown claims for bodily and personal injuries to



Plaintiff, or any future wrongful death claim of Plaintiff's representatives or heirs, which have resulted or may result from the alleged acts or omissions of the Defendants.

- 1.2 This release and discharge shall also apply to Defendants' and Insurer's past, present and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated.
- 1.3 This release, on the part of the Plaintiff shall be a fully binding and complete settlement among the Plaintiff, the Defendants and the Insurer, and their heirs, assigns and successors.
- 1.4 The Plaintiff acknowledges and agrees that the release and discharge set forth above is a general release. Plaintiff expressly waives and assumes the risk of any and all claims for damages which exist as of this date, but of which the Plaintiff does not know or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect Plaintiff's decision to enter into this Settlement Agreement. The Plaintiff further agrees that Plaintiff has accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact. Plaintiff assumes the risk that the facts or law may be other than Plaintiff believes. It is understood and agreed to by the parties that this settlement is a compromise of a doubtful and disputed claim, and the payments are not to be construed as an admission of liability on the part of the Defendants, by whom liability is expressly denied.
- 1.5 The Plaintiff also agrees to satisfy any and all liens and agrees to protect, indemnify and to hold harmless Defendants and Insurer from any and all liability arising from liens and/or subrogation claims including any worker's compensation or medical payment due or claimed to be due under the law, state or federal regulation or contract, growing out of or resulting from injury in connection with the above mentioned occurrence. It is expressly understood that all obligations to satisfy such liens and/or subrogation claims are that of the Plaintiff and not Defendant or Insurer.

2.0 Payments

In consideration of the release set forth above, the Insurer on behalf of the Defendants agrees to pay to the individual(s) named below (the "Payee") the sums outlined in this section 2 below:

- 2.1 Payments due at the time of settlement as follows:

Cash at settlement in the amount of One Hundred Seventy Thousand dollars and 00/100 (\$170,000.00) payable as follows:

Sixty-nine Thousand Four Hundred and Fifty-seven dollars and 52/100 (\$69,457.52) deposited into a Safe Haven Account, opened in the name of Betsy Clark; and

One Hundred Thousand Five Hundred Forty-two dollars and 48/100 (\$100,542.48) payable to the law firm of Perry & Sensor.

2.2 Periodic payments payable to Betsy Clark (Payee) made according to the schedule as follows (the "Periodic Payments"):

\$516.57 monthly for 240 months guaranteed, beginning 08/11/2006, with the last guaranteed payment on 07/11/2026.

All sums set forth herein constitute damages on account of personal physical injuries or sickness, within the meaning of Section 104(a)(2) of the Internal Revenue Code of 1986, as amended.

3.0 Plaintiff's Rights of Payments

Plaintiff acknowledges that the Periodic Payments cannot be accelerated, deferred, increased or decreased by the Plaintiff or any Payee; nor shall the Plaintiff or Payee(s) have the power to sell, mortgage, encumber, or anticipate the Periodic Payments, or any part thereof, by assignment or otherwise.

4.0 Plaintiff's Beneficiary

Any payments to be made after the death of any Payee(s) pursuant to the terms of this Settlement Agreement shall be made to such person or entity as shall be designated in writing by Plaintiff to the Insurer or the Insurer's Assignee. If no person or entity is so designated by Plaintiff, or if the person designated is not living at the time of the Payee's death, such payments shall be made to the estate of the Payee. No such designation, nor any revocation thereof, shall be effective unless it is in writing and delivered to the Insurer or the Insurer's Assignee. The designation must be in a form acceptable to the Insurer or the Insurer's Assignee before such payments are made, but in no event shall the request of the Payee be unreasonably withheld or denied.

5.0 Consent to Qualified Assignment

5.1 Plaintiff acknowledges and agrees that the Defendants and/or Insurer may make a "qualified assignment", within the meaning of Section 130(c) of the Internal Revenue Code of 1986, as amended, of the Defendants' and/or Insurer's liability to make the Periodic Payments set forth in Section 2.2 to Hartford Comprehensive Employee Benefit Service Company (the "Assignee"). The Assignee's obligation for payment of the Periodic

Payments shall be no greater than that of Defendants and/or Insurer (whether by judgment or agreement) immediately preceding the assignment of the Periodic Payments obligation.

5.2 Any such assignment, if made, shall be accepted by the Plaintiff without right of rejection and shall completely release and discharge the Defendants and the Insurer from the Periodic Payments obligation assigned to the Assignee. The Plaintiff recognizes that, in the event of such an assignment, the Assignee shall be the sole obligor with respect to the Periodic Payments obligation, and that all other releases with respect to the Periodic Payments obligation that pertain to the liability of the Defendants and the Insurer shall thereupon become final, irrevocable and absolute.

6.0 Right to Purchase an Annuity

The Defendants and/or the Insurer, itself or through its Assignee reserve the right to fund the liability to make the Periodic Payments outlined in Section 2.2 through the purchase of an annuity policy from Hartford Life Insurance Company. The Defendants, the Insurer or the Assignee shall be the sole owner of the annuity policy and shall have all rights of ownership. The Defendants, the Insurer, or the Assignee may have Hartford Life Insurance Company mail payments directly to the Payee. The Plaintiff shall be responsible for maintaining a current mailing address for the Payee with the Assignee.

7.0 Discharge of Obligation

The obligation of the Defendants, the Insurer and/or the Assignee to make each Periodic Payment shall be discharged upon the mailing of a valid check in the amount of such payment to the designated address of the Payee named in Section 2 of this Settlement Agreement.

8.0 Delivery of Dismissal with Prejudice

Concurrently with the execution of this Settlement Agreement, counsel for the Plaintiff shall deliver to counsel for the Defendants or counsel for the Insurer an executed Dismissal with Prejudice of the Complaint. Plaintiff hereby authorizes counsel for the Defendants and/or counsel for the Insurer to file said Dismissal with the Court and enter it as a matter of record.

9.0 Representation of Comprehension of Document

In entering into this Settlement Agreement, the Plaintiff represents that Plaintiff has relied upon the advice of her attorneys, who are the attorneys of her own choice, concerning the legal and income tax consequences of this Settlement Agreement; that the terms of this Settlement Agreement have been completely read and explained to Plaintiff by her attorneys; and the terms of the Settlement Agreement are fully understood and voluntarily accepted by Plaintiff.

15.0 Effectiveness

This Settlement Agreement shall become effective immediately following execution by each of the parties.

Plaintiff:

Betsy Clark

By:

Betsy Clark

Date:

1-5-06

Insurer:

Hartford Underwriters Insurance Company

By:

Willie Page

Date:

1/20/06

EXHIBIT “B”



January 22, 2008

Betsy Clark
29 Shearer Dr
Olanta, PA 16863

Subject: Contract Number: CCX 0536186
Annuitant: Betsy Clark
Owner: Hartford CEBSCO

Dear Ms. Clark:

Thank you for your recent inquiry regarding the structured settlement annuity contract referenced above. We appreciate the opportunity to respond to you.

Under this contract the following benefits are payable:

- Monthly payments of \$516.57 which began on August 11, 2006 continuing through and including July 11, 2026.

If you have any questions or concerns, please call our Service Center at 1.800.678.2282. Our service representatives are available to assist you Monday through Thursday 8 a.m. to 7 p.m. and Friday, from 8 a.m. to 6 p.m. Eastern time. As always, we thank you for doing business with The Hartford.

Sincerely,

Marie Kwiecinski
Senior Service Specialist
Annuity Service Center

Hartford Life Insurance Company
200 Hopmeadow St.
Simsbury, CT 06089

Mailing Address: P.O. Box 1583
Hartford, CT 06144-1583

EXHIBIT “C”

Account ID: 354218

PURCHASE AGREEMENT

This is a Purchase Agreement. The date of this Agreement is _____, 200_____. Betsy Clark is the Seller. 321 Henderson Receivables Origination LLC, a Nevada Limited Liability Company, its successors and/or assigns is the Buyer. In this Agreement, Betsy Clark 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 Hartford 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 Fourteen Thousand One Hundred Thirty-Nine Dollars and 78/100 Cents (\$14,139.78). The Net Purchase Price payable to You is \$12,139.78 (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

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 Betsy Clark, as primary beneficiary of the Assigned Assets, of the terms of this Agreement. The Estate of Betsy Clark 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.

Account ID: 354218

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

Account ID: 354218

- 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 you have to obtain court approval of this transfer. **YOU UNDERSTAND THAT, DUE TO OCCASIONAL DELAYS, WE WILL HOLD BACK 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 HOLD BACK 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 HOLD BACK 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.

Account ID: 354218

- 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 Manager 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.

Account ID: 354218

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 OR BECAUSE THE ANNUITY COMPANY IS NOT ABLE TO PAY YOU OR BECAUSE IT IS NOT FINANCIAL.

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:

Betsy Clark
29 Shear Drive. 29 Shear Dr.
Olanta, PA 16863

If to Us:

321 Henderson Receivables Origination LLC
3993 Howard Hughes Parkway
Suite 250
Las Vegas, NV 89169-6754
Attention: Manager - 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 that you will obtain such court approval.

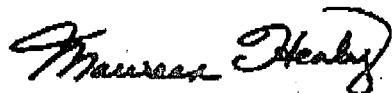
Account ID: 354218

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

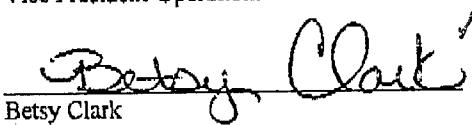
Exhibit "A" List of What Payments We are Buying.

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

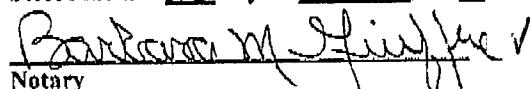

Betsy Clark

SIGN HERE

Spouse



Sworn to and subscribed
before me this 28 day of Dec., 2007


Barbara M. Giuffre

Notary

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
BARBARA M. GIUFFRE, NOTARY PUBLIC
CLEARFIELD BORO, CLEARFIELD COUNTY
MY COMMISSION EXPIRES MARCH 12, 2010

Exhibit A

We are hereby purchasing from You under the Annuity:

A) 221 monthly payments of \$225.00 each, beginning on March 11, 2008 and ending on July 11, 2026

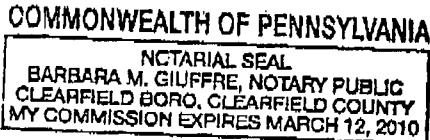
Betsy Clark
Betsy Clark

← SIGN HERE

STATE OF Pennsylvania
COUNTY OF Clearfield:

On this 28 day of Dec., 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.

Barbara M. Giuffre
Notary



SCHEDULE 8 (For Submission to the Court)**321 HENDERSON RECEIVABLES ORIGINATION LLC
STRUCTURED SETTLEMENT CLIENT APPLICATION**

DIRECTIONS: ALL INFORMATION MUST BE FILLED IN BY THE CLIENT. PLEASE MAKE SURE THAT ALL OF THE INFORMATION REPRESENTED HERE IS ACCURATE AND DETAILED, AS THIS APPLICATION WILL BE SUBMITTED TO A COURT FOR APPROVAL OF THIS SALE.

Legal Name:

First: Betsy Middle: Sue Last: Clark

Other names (Nickname, Maiden Name, Etc.): _____

Legal Current Address:

Address: 29 Shenvier Dr. Apt #: _____
City: Atlanta, State: GA Zip Code: 1108103

Additional Addresses:

Address: _____ Apt #: _____
City: _____ State: _____ Zip Code: _____

Address: _____ Apt #: _____
City: _____ State: _____ Zip Code: _____

Previous Addresses:

Address: 74 Abbey Lane, # Apt #: 4A
City: Newark, State: DE Zip Code: 19711

Address: RR 1 Box 89 Apt #: _____
City: Atlanta, State: GA Zip Code: 1108103

Marital Status and Dependant Information

Marital Status (Circle One): Single Married Divorced Separated Widowed

First: _____ Middle: _____ Last: _____

If Divorced, Divorce Information:

Year of Divorce: _____ County Divorced In: _____ State Divorced In: _____

SCHEDULE 8 (For Submission to the Court) PAGE 2**If Separated, please provide the following information:**

First: _____ Middle: _____ Last: _____
Address: _____ Apt #: _____
City: _____ State: _____ Zip Code: _____

Information About Your Children: (If your children are minors and are not living with you, we need the name and address of their legal guardian(s).)

First:	Middle:	Last:	Age:	Living with You
1. _____	_____	_____	_____	Y/N
2. _____	_____	_____	_____	Y/N
3. _____	_____	_____	_____	Y/N
4. _____	_____	_____	_____	Y/N
5. _____	_____	_____	_____	Y/N
6. _____	_____	_____	_____	Y/N
7. _____	_____	_____	_____	Y/N

Please List All Other Dependents:

First:	Middle:	Last:	Age:	Living with You
1. _____	_____	_____	_____	Y/N
2. _____	_____	_____	_____	Y/N
3. _____	_____	_____	_____	Y/N
4. _____	_____	_____	_____	Y/N

Legal Guardian Information for your Dependents:

1. Legal Guardian Name: _____ (Dependent: _____)
Address: _____ Apt #: _____
City: _____ State: _____ Zip Code: _____

2. Legal Guardian Name: _____ (Dependent: _____)
Address: _____ Apt #: _____
City: _____ State: _____ Zip Code: _____

SCHEDULE 8 (For Submission to the Court) PAGE 3**Case Information:**

A. I am receiving payments as a result of: an Auto accident

B. Approximate Date of Settlement: January 5, 2006

C. Nature of Injury: neck surgery, shoulder surgery, spinal injections, + cracked collar bone

D. If you are receiving payments as the result of someone's death, what is the name of the deceased?
n/a

E. What was your relationship to the deceased? n/a

F. Name of Attorney who handled your case: Michael L. Sensor
Address: First Federal Plaza, Suite 500, PO Box 1568
City: Wilmington, State: DE Zip Code: 19899-1568

G. When I settled my case, I was married to:
First: _____ Middle: _____ Last: _____
Social Security #: _____ Date of Birth: _____
Drivers License #: _____ State Issued In: _____

Employer Information:

Company Name: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Office Phone: _____
Your Occupation: Disabled Annual Income: \$ _____
Supervisor's Name: _____

Do you have any other sources of income? (Circle One): Yes No

If yes, list all other sources of income below:

1. Social Security Disability
2. _____
3. _____

SCHEDULE 8 (For Submission to the Court) PAGE 4

IN DETAIL, PLEASE EXPLAIN WHY YOU WANT THIS MONEY. KEEP IN MIND THIS WILL BE FILED WITH THE COURT HEARING YOUR CASE.

I want this money to pay off bills and hopefully have a fair chance at credit in the future. I also want to finish remodeling my kitchen that is started and not finished.

Betsy Clark



SPOUSE'S SIGNATURE



EXHIBIT “D”

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) 221 monthly payments of \$225.00 each, beginning on March 11, 2008 and ending on July 11, 2026

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

SCHEDULE 1, PAGE 2

THE AGGREGATE AMOUNT OF THE PURCHASED PAYMENTS IS \$49,725.00.

THE DISCOUNTED PRESENT VALUE OF THE AGGREGATE PAYMENTS AT 5.00% IS \$32,529.33. 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 \$14,139.78. ✓

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

COMPLIANCE AND ADMINISTRATIVE FEE: \$0.00 ✓

LEGAL FEES TO PROCURE COURT APPROVAL (THIS IS AN ESTIMATE OF WHAT YOUR ATTORNEY WILL CHARGE YOU TO OBTAIN COURT APPROVAL) : \$2,000.00 ✓

THE NET AMOUNT PAYABLE TO THE SELLER(YOU) IS \$12,139.78. 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 5.00%.

THE EFFECTIVE ANNUAL DISCOUNT RATE FOR THIS TRANSACTION IS 23.36%. 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.

SCHEDULE 1, PAGE 3

THE NET AMOUNT THAT YOU WILL RECEIVE FROM US IN EXCHANGE FOR YOUR FUTURE STRUCTURED SETTLEMENT PAYMENTS REPRESENTS 37.30% 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 37.30%.

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 23.36% 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

SCHEDULE 1, PAGE 4

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 ORIGINATION LLC
3993 HOWARD HUGHES PARKWAY
SUITE 250
LAS VEGAS, NV 89169-6754
ATTENTION: MANAGER – 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, WHICH YOU MUST OBTAIN.

SCHEDULE 1, PAGE 5

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.

Betsy Clark
BETSY CLARK

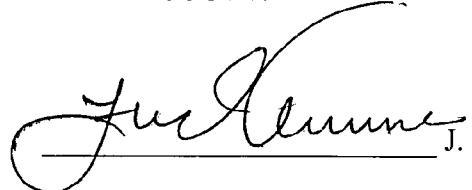


IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
In Re: CIVIL DIVISION
NO.: 08-241-CD
BETSY CLARK

INITIAL ORDER OF COURT

On this 12 day of February, 2008, it is ordered That a hearing on this Petition for Partial Transfer of Structured Settlement Payment Rights will be held on April 8, 2008, in Courtroom 1 at 1:30 P.M. o'clock. The Payee shall bring income returns for the prior two (2) years to the hearing. Within seven (7) days, the transferee shall give notice of the hearing date to the payee, the structured settlement obligor, the annuity issuer, the payee's spouse and any person receiving child support, alimony, or alimony pendente lite. The transferee shall attach a certificate of service to the notice of hearing date. A copy of the notice with the certificate of service shall be filed with the court prior to the hearing.

BY THE COURT:



02-10-08 ^{CC}
Atty Goltz
(GP)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

In Re:

BETSY CLARK

CIVIL DIVISION

NO.: 08-241- CD

4/20/05 2005
M/11/2014
William J. Shaw
Administrator/Clerk of Courts
No. 41C

CERTIFICATE OF SERVICE OF
NOTICE OF HEARING ON PETITION
TO TRANSFER STRUCTURED
SETTLEMENT PAYMENT RIGHTS

FILED ON BEHALF OF PAYEE:

BETSY CLARK

COUNSEL OF RECORD
FOR THIS PARTY:

PAUL M. GOLTZ, ESQUIRE
PA I.D. #18275

810 ALLEGHENY BUILDING
429 FORBES AVENUE
PITTSBURGH, PA 15219

(412) 281-0846

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

In Re:

CIVIL DIVISION

BETSY CLARK

NO.: 08-241- CD

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the within NOTICE OF HEARING
ON PETITION FOR PARTIAL TRANSFER OF STRUCTURED SETTLEMENT was served
via United States Certified Mail, Return Receipt Requested, Postage Pre-paid upon the following
parties on the 19th day of February, 2008.

Betsy Clark
29 Shearer Drive
Olanta, Pa. 16863

Hartford Cebisco
200 Hopmeadow Street
Simsbury, CT 06089

Hartford Life Insurance Co.
200 Hopmeadow Street
Simsbury, CT 06089

Attention: Legal Department
Structured Settlement

Attention: Legal Department
Structured Settlement

321 Henderson Receivables Origination LLC
3993 Howard Hughes Parkway
Suite 250
Las Vegas, NV 89109

Date: 3/3/08

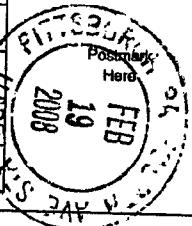


Paul M. Goltz, Attorney for Transferee
Allegheny Building, Suite 810
429 Forbes Avenue
Pittsburgh, Pa. 15219
(412) 281-0846

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

Postage	\$ 2.16
Certified Fee	2.65
Return Receipt Fee (Endorsement Required)	2.15
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.96

Postmark Here

U.S. POSTAL SERVICE

Send To
Betsy Clark
Street, Apt. No.
or PO Box No. 29 Shearer Drive
City, State, ZIP+4
Olanta, Va. 16863

PS Form 3800, June 2002
See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only, No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

Postage	\$ 2.16
Certified Fee	2.65
Return Receipt Fee (Endorsement Required)	2.15
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.96

Postmark Here

U.S. POSTAL SERVICE

Send To
321 Henderson Receivables Origination, LLC
Street, Apt. No.
or PO Box No. 3993 Howard Hughes Parkway
City, State, ZIP+4
Suite 250, Las Vegas, NV 89109

PS Form 3800, June 2002
See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
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Total Postage & Fees	\$ 6.96

Postmark Here

U.S. POSTAL SERVICE

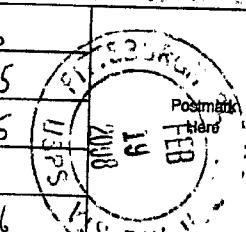
Send To
Hartford Life Insurance Co
Street, Apt. No.
or PO Box No. 200 Hopmeadow Street
City, State, ZIP+4
Simsbury, CT 06089 Attn: Leg 1 Dept. S.S.

PS Form 3800, June 2002
See Reverse for Instructions

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PS Form 3800, June 2002
See Reverse for Instructions

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:

Betsy Clark
29 Shearer Drive
Atlanta, Ga. 16863

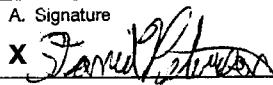
2. Article Number*(Transfer from service label)*

7005 0390 0001 1725 7087

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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

David Peterson

C. Date of Delivery

2-28-08

D. Is delivery address different from item 1? Yes**If YES, enter delivery address below: No****3. Service Type**

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

4. Restricted Delivery? (Extra Fee) Yes**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:

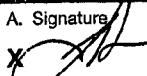
321 Henderson Receivables
Origination LLC
3993 Howard Hughes
Parkway
Suite 250
Las Vegas, Nevada 89109

2. Article Number*(Transfer from service label)*

7005 0390 0001 1725 7117

PS Form 3811, February 2004

Domestic Return Receipt

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

Lynn S.

C. Date of Delivery

2-21-08

D. Is delivery address different from item 1? Yes**If YES, enter delivery address below: No****3. Service Type**

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

4. Restricted Delivery? (Extra Fee) Yes

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:

Hartford Life
200 Hopmeadow Street
Simsbury, CT 06089
Attn: Legal Dept.
Structured Settlement

2. Article Number

(Transfer from service label)

7C05 0390 0001 1725 7100

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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

Agent
 Addressee

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

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

FEB 21 2008

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:

Hartford Life Insurance Co.
200 Hopmeadow Street
Simsbury, CT 06089
Attn: Legal Department
Structured Settlement

2. Article Number

(Transfer from service label)

7C05 0390 0001 1725 7094

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

Agent
 Addressee

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

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

FEB 21 2008

3. Service Type

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

4. Restricted Delivery? (Extra Fee) Yes

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

In Re:

CIVIL DIVISION

BETSY CLARK

NO.: 08-241- CD

NOTICE OF HEARING ON PETITION TO
TRANSFER STRUCTURED SETTLEMENT PAYMENT RIGHTS

TO: Betsy Clark
29 Shearer Drive
Olanta, Pa. 16863

Hartford Cebco
200 Hopmeadow Street
Simsbury, CT 06089

Hartford Life Insurance Co.
200 Hopmeadow Street
Simsbury, CT 06089

Attention: Legal Department
Structured Settlement

Attention: Legal Department
Structured Settlement

321 Henderson Receivables Origination LLC
3993 Howard Hughes Parkway
Suite 250
Las Vegas, NV 89109

You are hereby given notice that Betsy Clark has filed a petition to transfer structured settlement payment rights. A Hearing in this matter has been scheduled on April 8, 2008 at 1:30 p.m. in front of the Honorable Fredric J. Ammerman, Courtroom 1, The Clearfield County Courthouse, 230 E. Market St., Clearfield, Pa. 16830.

You are entitled to support, oppose or otherwise respond to the payee's petition either in person or by counsel, by filing written comments with the court prior to the hearing or by attending the hearing.

Date: 2/18/08

Paul M. Goltz

Paul M. Goltz, Attorney for Transferee
Allegheny Building, Suite 810
429 Forbes Avenue
Pittsburgh, Pa. 15219
(412) 281-0846

IN THE COURT OF COMMON PLEAS OF
CLEARFIELD COUNTY, PENNSYLVANIA

In Re: Petition of Betsy Clark to Transfer : Docket No. 08-241-CD
Structured Settlement Payment Rights :

APR 08 2008
01 2:40 PM
William A. Shaw
Prothonotary/Clerk of Courts

Hans DeL
Edward Hunkley
BETSY CLARK
BETTY GOLTZ

CP

ORDER

Petitioner, Betsy Clark, having petitioned this Court for an Order pursuant to the Pennsylvania Structured Settlement Protection Act 40 P.S. § 4001 *et seq.*, (the "Pennsylvania Act"), approving the transfer of structured settlement payment rights pursuant to a transfer agreement ("Transfer Agreement") between 321 Henderson Receivables Origination, LLC. ("Transferee") and Betsy Clark ("Payee"), and upon all papers and pleadings in this matter, including the Transfer Agreement, the disclosure statement, the testimony of the Payee and all other papers submitted in support of the transfer, and Hartford Life Insurance Company and Hartford Cebesco (collectively, "Hartford"), having expressed no objection to the terms of this transfer, and the Court having heard Payee's Counsel at the hearing on this matter on this _____ day of February 2008, and due deliberation being had thereon, the Court hereby makes the following express findings:

1. This Court has jurisdiction over this matter pursuant to the Pennsylvania Act;
2. The transfer of the structured settlement payments complies with the requirements of the Pennsylvania Act and Connecticut General Statutes § 52-225-g-1 (collectively, "Applicable Acts");
3. The only interested parties or potential interested parties to this action as defined by the Applicable Acts are as follows:

Payee:
Betsy Clark
29 Shear Drive
Olanta, PA 16863

Structured Settlement Obligor:
Attn: Legal Department/Structured Settlement
Hartford Cebisco
Hartford Plaza
Hartford, CT 06115

Annuity Issuer:
Attn: Legal Department/Structured Settlement
Hartford Life Insurance Company
200 Hopmeadow Street
Simsbury, CT 06089

4. The Court has determined, pursuant to the Applicable Acts, that the transfer is in the best interest of the Payee, taking into account the welfare and support of Payee's dependents, that the transaction, including the discount rate used to determine the gross advance amount and the fees and expenses used to determine the net advance amount, is fair and reasonable to all interested parties. Payee does not have any dependents;
5. The Payee, as required by the Applicable Acts, has received independent legal advice and understands the nature of the transaction and the economic consequences, including possible negative federal or state income tax implications, of the proposed transfer;
6. The transfer does not contravene any applicable federal or state statute or order of any court or other governmental authority;
7. The Payee has consented to the transfer in writing;
8. Transferee has satisfied the notice provisions of the Applicable Acts by serving a copy of the notice of proposed transfer, the application for its approval and all other required documents on all interested parties at least 20 days prior to the time at which the Petition was noticed to be heard;
9. In connection with the transfer, at least 10 days before the date on which Payee first incurred an obligation with respect to the transfer, Transferee provided to the Payee the disclosure statements as required by the Applicable Acts;
10. The Transfer Agreement provides that if the Payee is domiciled in this state, any disputes between the parties will be governed in accordance with the laws of this state, and that this state is the proper venue to bring any cause of action arising out of a breach of the Transfer Agreement;

11. The Transfer Agreement does not authorize Transferee or any other party to confess judgment or consent to entry of judgment against the Payee; and

12. The aggregate amount of the payments being transferred is \$49,725.00.

13. Net amount payable to Payee in exchange for such payments is ~~\$12,139.78~~.

Now, based upon the foregoing express findings, it is hereby:

14,139.78
KSA
4-8-08

ORDERED that the Petition of the Payee is granted; and it is further

ORDERED that Hartford Life Insurance Company and Hartford Cebesco shall recognize and honor the terms of the Agreement and the assignment to 321 Henderson Receivables Origination, LLC; and it is further

ORDERED that Hartford Life Insurance Company and Hartford Cebesco shall make payment of:

221 monthly payments of \$225.00 beginning March 11, 2008 and ending July 11, 2026;

(the "Assigned Payments") to Transferee; and it is further

ORDERED that Hartford shall remit the Assigned Payments to 321 Henderson Receivables Origination, LLC at the following address or such other address as Transferee shall designate in writing:

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

and it is further;

ORDERED that a copy of this Order shall be served by regular mail on the Payee and Hartford, within ten days after the date of entry of this Order; and, it is further

ORDERED that the Hartford shall, as to all parties except Transferee, be discharged from any and all liability for the Assigned Payments; and, it is further

ORDERED that the Transferee shall be liable to the Hartford for any liabilities, taxes or costs of any kind, including reasonable costs and attorneys' fees arising from compliance by the Hartford with this order and/or arising as a consequence of the Transferee's failure to comply with applicable law; and that, if, as a consequence of the Transferee's failure to comply with applicable law, the Transferee owes any amount to the Hartford, then the Transferee expressly grants to the Hartford the right to recover any liabilities, taxes, costs of any kind, any attorneys' fees, as well as their attorneys' fees relating to the above-captioned action; and it is further

ORDERED that this Order in no way modifies or negates the ownership or control of the underlying contract by Hartford Cebesco and is entered without prejudice to the rights of Hartford and the lack of opposition by Hartford to this transfer, and their compliance with this Order, shall not constitute evidence in this or any other matter regarding: (i) the assignability of payments under a structured settlement agreement or annuity contract or related contracts or whether such payments can be assigned; (ii) the enforceability of provisions that restrict and/or preclude assignment of payments under a structured settlement agreement or annuity contract or related contracts or orders; (iii) the validity of other transactions entered into by Transferee; or (iv) whether Hartford has waived any right in connection with any other litigation or claims or rights other than the rights to the Assigned Payments as described above; and, it is further

ORDERED that after Hartford changes the address for the Assigned Payments to the above designated address ("Designated Address"), then Hartford shall not again be required to change the address for the Assigned Payments; however, the Transferee may request and Hartford will reasonably grant up to one address change per calendar year; and it is further

ORDERED that in the event that Transferee further assigns rights to the Assigned Payments (or any portion thereof) to any other person or entity, then Hartford will not

themselves be obligated to redirect the Assigned Payments (or any portion thereof) to any person or entity other than Transferee, and Hartford shall have no duty or obligation to any person other than Transferee; and it is further

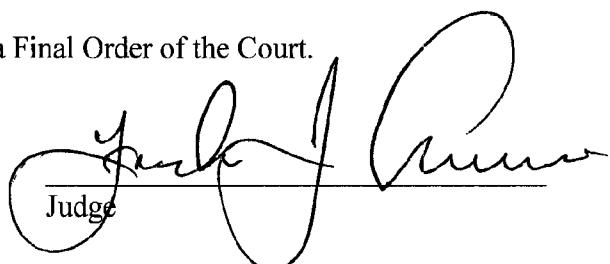
ORDERED that any further transfer of structured settlement payment rights by the Payee shall be made in compliance with all of the requirements of Applicable Acts; and it is further

ORDERED that this order is binding on any and all successors of the Payee, of other protected parties, and of the Transferee; and it is further

ORDERED that the Payee shall not incur any penalty, forfeit any application fee or other payment, or otherwise incur any liability to Transferee or any other person based on any failure of the transfer to satisfy the Applicable Acts; and it is further

ORDERED that this constitutes a Final Order of the Court.

Dated: April 8th, 2008



Judge