

1. Pursuant to 215 ILCS 153/15, the Proposed Transfer is approved. Until the due date of the last Assigned Payment, the designated beneficiary under Structured Settlement Trust File No. 98730383 shall be the Estate of Mr. Cutright. However, it is the intention of the parties that the Assigned Payments shall be made to Henderson even in the event of Mr. Cutright's death.

2. The Structured Settlement Trust, by its administrator, Allstate Life Insurance Company (the "Settlement Trust"), shall forward the Assigned Payments, within 7 days of the date due, by check made payable to "321 Henderson Receivables Origination LLC," at P.O. Box 7780-4244, Philadelphia, PA 19182-4244, as follows: monthly payments of \$1,000.00 each, beginning on February 15, 2009 through and including January 15, 2019.

3. In the event Henderson further assigns or otherwise transfers the Assigned Payments (or any portion thereof or interest therein) to another person or entity (a "Reassignment"), the Settlement Trust will not be obligated to redirect the Assigned Payments (or any portion thereof) to any person or entity other than Henderson or to any payment address other than that specified herein, and Henderson and Mr. Cutright shall remain obligated to comply with all terms and conditions herein and in the parties' Stipulation.

4. All remaining periodic payments (and/or portions thereof), including but not limited to the balance of \$650.00 out of each monthly periodic payment of \$1,650.00 beginning on February 15, 2009 through and including January 15, 2019, that are not the subject of the Proposed Transfer and not previously assigned, shall be made payable to Mr. Cutright and will be forwarded by the Settlement Trust, when due, to Mr. Cutright's most recent known address or any payment address designated by Mr. Cutright, subject to the Settlement Trust's consent.

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

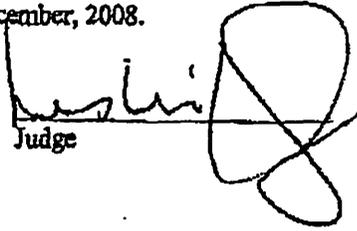
6. The Settlement Trust's lack of opposition to this matter, or its or the other parties' stipulation hereto or compliance herewith, shall not constitute evidence in this or any matter, and is not intended to constitute evidence in this or any matter, that:

- (a) payments under a structured settlement contract or annuity or related contracts can be assigned or that "anti-assignment" or "anti-encumbrance" provisions in structured settlement contracts or annuities or related contracts are not valid and enforceable; or
- (b) other transactions entered into by Henderson and its customers constitute valid sales and/or secured transactions; or
- (c) the Settlement Trust has waived any right in connection with any other litigation or claims; or

(d) Henderson has waived any right other than as expressly set forth in the parties' Stipulation and/or this Order.

7. Henderson and Mr. Cutright, for themselves and for their respective directors, shareholders, officers, agents, employees, servants, successors, heirs, beneficiaries, contingent beneficiaries, executors, administrators, and assigns, and any parent, subsidiary, or affiliate thereof, and their directors, shareholders, officers, agents, employees, servants, successors, and assigns, past and present (the "Releasers"), hereby remise, release, and forever discharge the Settlement Trust and its directors, shareholders, officers, agents, employees, servants, successors, and assigns, and any parent, subsidiary, or affiliate thereof, and their directors, shareholders, officers, agents, employees, servants, successors, and assigns, past and present (the "Settlement Trust Releasees"), of and from any and all manner of actions and causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments, settlements, damages, claims, and demands whatsoever, in law or in equity, in connection with, related to, or arising out of any claim or allegation that was or could have been asserted in connection with, related to, or arising out of the Purchase Agreement, the Assigned Payments, the Proposed Transfer, or the parties' Stipulation, which the Releasers have or had from the beginning of the world through the date of this Order, except for claims of Releasers against the Settlement Trust Releasees to enforce the Settlement Trust Releasees' obligations to Releasers, if any, under the parties' Stipulation or this Order.

DONE IN OPEN COURT this 8 day of December, 2008.


Judge