Uniform Qualified Assignment and Release

Claimant:

Assignor:

Assignor:

Assignee AMERICAN GENERAL ANNUITY SERVICE CORPORATION

Annuity Issuer: AMERICAN GENERAL LIFE INSURANCE COMPANY

Effective Date:

This Agreement is made and entered into by and between the parties hereto as of the Effective Date with reference to the following facts:

A. Claimant has executed a settlement agreement or release dated

(the "Settlement Agreement") that provides for the Assignor to make certain periodic payments to or for the benefit of Claimant as stated in Description of Periodic 4. The **Payments** "Periodic (the Payments"); and

B. The parties desire to effect a "qualified assignment" within the meaning and subject to conditions of Section 130(c) of the Internal Revenue Code of 1986 (the 5. This Agreement shall be governed "Code").

NOW, THEREFORE, in consideration 6. The Assignee may fund the Periodic of the foregoing and other good and valuable consideration, the parties agree as follows:

- 1. The Assignor hereby assigns and the Assignee hereby assumes all of Assignor's liability to make the Periodic Payments. The Assignee assumes no liability to make any payment not specified in the Description of Periodic Payments.
- 2. The Periodic Payments constitute damages on account of personal injury or sickness in a case involving physical injury physical sickness within the meaning of Sections 104 (a)(1) or 104(a)(2) and 130(c) of the Code.
- 3. The Assignee's liability to make the Periodic Payments is no greater than that of the Assignor

immediately preceding this Agreement. Assignee is not required to set aside specific assets to secure the Periodic Payments. The Claimant has no rights against the Assignee greater than a general creditor. None of the Periodic Payments may be accelerated, deferred, increased or decreased and may not be anticipated, sold, assigned or encumbered.

- assumed obligation by Assignee with respect to any required payment shall be discharged upon the mailing on or before the due date of a valid check in the amount specified to the address of record.
- by and interpreted in accordance with the laws of the State of Texas.
- Payments by purchasing "qualified funding asset" within the meaning of Section 130(d) of the Code in the form of an annuity 11. The Claimant hereby accepts contract issued by the Annuity Issuer. All rights of ownership and control of such annuity contract shall be and remain vested in Assignee exclusively.
- 7. The Assignee may have the Annuity 12. In entering into this Agreement, Issuer send payments under any "qualified funding asset" purchased hereunder directly to the payee(s) specified in the Description of Periodic Payments. Such direction of payments shall be solely for the Assignee's convenience and shall not provide the Claimant or any payee with any rights of ownership or control over the "qualified funding asset" or against the Annuity Issuer.

- 8. Assignee's liability to make the Periodic Payments shall continue without diminution regardless of any bankruptcy or insolvency of the Assignor.
- 9. In the event the Settlement Agreement is declared terminated by a court of law or in the event that Section 130(c) of the Code has not been satisfied, this Agreement shall terminate. The Assignee shall then assign ownership of any "qualified funding asset" purchased hereunder to Assignor, and Assignee's liability for the Periodic Payments shall terminate.
- 10. This Agreement shall be binding upon the respective representatives, heirs, successors and assigns of the Claimant, the Assignor and the Assignee and upon any person or entity that may assert any right hereunder or to any of the Periodic Payments.
- Assignee's assumption liability for the Periodic Payments and hereby releases the Assignor from all liability for the Periodic Payments.
- Claimant represents that he or she has relied on the advice of his or her attorneys, who are the attorneys of his or her choice, concerning the legal and income tax consequences of this Agreement; that the terms of Agreement have completely read by and explained to Claimant; and that the terms of this Agreement are fully understood and voluntarily accepted Claimant.

13. Beneficiary Designation and Statement of Payee's Rights to Alter such Beneficiary Designation, if any:	
The Plaintiff authorizes and instructs payment to be made to his/her attorney as provided herein. The Plaintiff acknowledges and agrees that these payment instructions are solely for the Plaintiff's convenience and do not provide the Plaintiff's attorney with any ownership interest in any portion of the annuity or the settlement other than the right to receive the payments in the future as more specifically set forth herein. Description of Periodic Payments	
Assignor:	
By:	
By:Authorized Representative Title:	
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Assignor:	Assignee: AMERICAN GENERAL ANNUITY SERVICE CORP.
By:_	By:
By: Authorized Representative	
Title:	Title:
Claimant:	Approved as to Form and Content:
By:Claimant	By:Claimant's Attorney