

## Non-Qualified Assignment and Release Funding Agreement

Claimant:

Assignor:

Assignee: **AGL ASSIGNMENT COMPANY, LLC**

Contract 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 the Description of Periodic Payments (the "Periodic Payments").

NOW, THEREFORE, in consideration 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 settlement of the damages described in the Settlement Agreement.
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.

4. The obligation assumed by Assignee with respect to any required payment shall be discharged upon either EFT or the mailing on or before the due date of a valid check in the amount specified to the address of record.

5. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware.

6. The Assignee will fund the Periodic Payments by purchasing a Funding Agreement contract issued by the Contract Issuer. All rights of ownership and control of such Funding Agreement contract shall be and remain vested in Assignee exclusively.

7. The Assignee may have the Contract Issuer send payments 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 Funding Agreement or against the Contract 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 this Agreement shall terminate. The Assignee shall then assign ownership of any

Funding Agreement 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 permitted 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.

11. Claimant acknowledges that Claimant shall be liable for the payment of all taxes, including, without limitation, federal, state, and local income taxes that may be due as a result of payment of the settlement amounts as described in this agreement. Claimant further understands that the structured settlement payments will be reported to all the state and local taxing authorities and to the Internal Revenue Service.

12. The Assignor represents and warrants that it is duly organized, validly existing and in good standing under the laws of its state of formation. It has all requisite power and authority to enter into and carry out its obligations under this Agreement, including the assignment of the Periodic Payments, and to consummate the transactions contemplated to be undertaken by the Assignor hereunder.

13. The Claimant hereby accepts Assignee's assumption of all liability for the Periodic Payments and hereby releases the Assignor

from all liability for the Periodic Payments.

and that the terms of this Agreement are fully understood and voluntarily accepted by Claimant.

14. In entering into this Agreement, 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 this Agreement have been completely read by and explained to Claimant;

15. Beneficiary Designation and Statement of Payee's Rights to Alter such Beneficiary Designation, if any:

### Description of Periodic Payments

**Assignor:**

**Assignee:** AGL ASSIGNMENT COMPANY, LLC.

By: \_\_\_\_\_  
Authorized Representative

By: \_\_\_\_\_  
Authorized Representative

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Claimant:**

**Approved as to Form and Content:**

By: \_\_\_\_\_  
Claimant

By: \_\_\_\_\_  
Claimant's Attorney