



## Qualified Assignment, Release and Pledge Agreement

"Claimant-Secured Party": \_\_\_\_\_

"Assignor(s)": \_\_\_\_\_

"Assignee-Debtor": \_\_\_\_\_ Pacific Life & Annuity Services, Inc. \_\_\_\_\_

"Annuity Issuer": \_\_\_\_\_ Pacific Life & Annuity Company \_\_\_\_\_

"Annuity" Policy No.: \_\_\_\_\_

"Effective Date": \_\_\_\_\_

**This Qualified Assignment, Release, and Pledge Agreement** is made and entered into by and among the parties hereto as of the Effective Date with reference to the following facts:

- A. Claimant-Secured Party has executed a settlement agreement or release dated \_\_\_\_\_ (the "Settlement Agreement") which requires Assignor to make certain periodic payments to or for the benefit of the Claimant-Secured Party as stated in Addendum No. 1 of this Agreement (the "Periodic Payments").
- B. The parties desire to effect a "qualified assignment" within the meaning and subject to the conditions of Section 130(c) of the Internal Revenue Code of 1986, as amended (the "Code").
- C. The Assignee-Debtor desires to grant to Claimant-Secured Party a security interest to secure the liability being assumed by Assignee-Debtor to make the Periodic Payments.

**Now, therefore**, in consideration of the foregoing and for other good and valuable consideration, the parties agree as follows:

1. Subject to qualification under Section 130(c) of the Code, Assignor hereby assigns and Assignee-Debtor hereby assumes all of Assignor's liability to make the Periodic Payments. Assignee-Debtor assumes no liability to make any other payment. Claimant-Secured Party hereby accepts and consents to the assignment by Assignor and the assumption by Assignee-Debtor of the liability to make the Periodic Payments, and upon the Effective Date Claimant-Secured Party releases Assignor from all liability to make the Periodic Payments.
2. The Periodic Payments constitute damages on account of personal injury or sickness in a case involving physical injury or physical sickness within the meaning of Sections 104(a)1 or 104(a)(2) and 130(c) of the Code.
3. Assignee-Debtor's liability to make the Periodic Payments is no greater than that of Assignor as determined immediately prior to this Agreement. None of the Periodic Payments may be accelerated, deferred, increased or decreased, anticipated, sold, assigned, pledged, or encumbered by Claimant-Secured Party.

4. The obligation assumed by Assignee-Debtor to make each applicable Periodic Payment shall be fully discharged upon the mailing of a valid check or wire transfer of funds on or before the due date for such Periodic Payment to the address of record specified by Claimant-Secured Party if such check is duly negotiated or such wire transferred funds are duly received.
5. The Agreement shall be governed by and interpreted in accordance with the laws of the State of
6. Assignee-Debtor may fund the Periodic Payments by purchasing the Annuity from Annuity Issuer to serve as a "qualified funding asset" within the meaning of Section 130(d) of the Code. All rights of ownership and control of the Annuity shall be and remain vested in the Assignee-Debtor except as provided in paragraphs 11 and 12 of this Agreement
7. Assignee-Debtor may have the Annuity Issuer send payments from the Annuity directly to the payee(s) specified in Addendum No.1. Such direction of payment shall be solely for Assignee-Debtor's convenience and shall not provide Claimant-Secured Party or any payee with any rights of ownership or control over the Annuity or against Annuity Issuer.
8. Assignee-Debtor's liability to make the Periodic Payments shall continue without diminution regardless of any bankruptcy or insolvency of Assignor.
9. In the event the Settlement Agreement is declared terminated by a court of competent jurisdiction the parties shall act in accordance with the orders of the court; provided however that nothing in this paragraph shall preclude a party to this Agreement from appealing any order of judgment of a court. In the event that Section 130(c) of the Code has not been satisfied, (i) the assignment by Assignor to Assignee-Debtor of the liability to make the periodic payments to Claimant-Secured Party described in paragraph 1 of this Agreement shall be of no force and effect, (ii) the Assignee-Debtor shall be acting in the transaction as the agent of the Assignor and the Annuity shall be owned by Assignor which will continue to have the liability to make the Periodic Payments to Claimant-Secured Party, (iii) Assignee-Debtor shall have no liability to make any Periodic Payment to Claimant-Secured Party, and (iv) the parties hereto agree to cooperate in taking such actions as are reasonably necessary or appropriate to achieve the foregoing.
10. This Agreement shall be binding upon the respective representatives, heirs, successors and assigns of the parties hereto and upon any person or entity that may assert any right hereunder or to any of the Periodic Payments.
11. Assignee-Debtor hereby pledges and grants to Claimant-Secured Party a lien on and security interest in all of Assignee-Debtor's right, title, and interest in the Annuity and all payments therefrom in order to secure the obligation of the Assignee-Debtor to make the Periodic Payments. Assignee-Debtor and Claimant-Secured Party shall notify Annuity Issuer of the lien created under this Agreement, and Assignee-Debtor shall deliver the Annuity to Claimant-Secured Party upon execution of this Agreement and receipt by Assignee-Debtor of the Annuity from Annuity Issuer.
12. Assignee-Debtor shall have all rights of ownership and control in the Annuity, including the right to receive and retain all benefits under the Annuity, which are not inconsistent with the security interest granted under paragraph 11, and Claimant-Secured Party shall have no right to anticipate, sell, assign, pledge, encumber, or otherwise exercise any right with respect to the Annuity, so long as Assignee-Debtor has not failed due to insolvency or bankruptcy to make any of the Periodic Payments. If such a failure occurs and is continuing, Claimant-Secured Party shall have all of the rights and remedies of a secured party under the law then in effect in the State of
13. Any Annuity will bear the following legend:

"NOTICE"

"This annuity contract has been delivered to the possession of

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for the sole purpose of perfecting a lien and security interest of such person in this contract. The above named is not the owner of, and has no ownership rights in, this contract and may not anticipate, sell, assign, pledge, encumber or otherwise use this contract as any form of collateral. Please contact the issuer for further information."

14. In entering into this Agreement, Claimant-Secured Party 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 the Agreement; that the terms of the Agreement have been completely read by and explained to Claimant-Secured Party; and that the terms of this Agreement are fully understood and voluntarily accepted by Claimant-Secured Party. Assignee-Debtor makes no representations with respect to the tax consequences of this Agreement or the adequacy of the security interest created hereby.
15. Any notice to a party hereunder shall be in writing and shall be deemed to have been given when mailed to the party's address of record.
16. No financing statement in respect of the security interest granted herein shall be filed in any nonjudicial office of any federal, state, or local governmental authority.

**Addendum No. 1**  
**Description of Periodic Payments**

