

Qualified Assignment, Release and Pledge Agreement

“Claimant-Secured Party”: _____

“Assignor(s)”: _____

“Assignee-Debtor”: Mutual of Omaha Structured Settlement Company (“MOSSCO”)

“Annuity Issuer”: United of Omaha Life Insurance Company (“United”)

“Annuity” Contract 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. MOSSCO desires to grant to Claimant-Secured Party a security interest to secure the liability being assumed by MOSSCO 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 MOSSCO hereby assumes all of Assignor's liability to make the Periodic Payments. MOSSCO assumes no liability to make any other payment. Claimant-Secured Party hereby accepts and consents to the assignment by Assignor and the assumption by MOSSCO 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. MOSSCO'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 MOSSCO 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. This Agreement shall be governed by and interpreted in accordance with the internal laws of the State of _____, without regard to the conflicts of laws provisions of that or any other state; provided, however, that any Transfer of Payment Rights under this Agreement may be subject to the laws of a different state than designated above.
6. MOSSCO may fund the Periodic Payments by purchasing the Annuity from United 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 MOSSCO except as provided in paragraphs 11 and 12 of this Agreement.
7. MOSSCO may have United send payments from the Annuity directly to the payee(s) specified in Addendum No.1. Such direction of payment shall be solely for MOSSCO's convenience and shall not provide Claimant-Secured Party or any payee with any rights of ownership or control over the Annuity or against United.
8. MOSSCO's liability to make the Periodic Payments shall continue without diminution regardless of any bankruptcy or insolvency of Assignor.
9. If at any time prior to completion of the Periodic Payments, the Settlement Agreement is declared terminated in a final, non-appealable order of a court of competent jurisdiction (or in the case of a workers' compensation settlement, a final order of the applicable workers' compensation authority) or if it is determined in any such final order that the requirements of Section 130(c) of the Code have not been satisfied in connection with this Agreement: (i) the assignment by Assignor to MOSSCO of the liability to make the Periodic Payments and MOSSCO's acceptance of such assignment shall be of no force or effect; (ii) MOSSCO shall be conclusively deemed to be acting as the agent of Assignor, and MOSSCO shall then assign ownership of the Annuity to Claimant; (iii) neither MOSSCO nor Assignor shall have any liability to make any remaining Periodic Payments to Claimant under the terms of the terminated Settlement Agreement or the terms of this Agreement; and (iv) the parties hereto agree to cooperate in taking such actions as may be necessary or appropriate to implement the foregoing. The Claimant acknowledges and understands that, in this scenario, any payments made directly to the Claimant under the Annuity may result in adverse tax consequences (including but not limited to penalties and interest). The Claimant and Assignor hereby agree to release, hold harmless, and indemnify MOSSCO from and against any and all liability arising from operation of this paragraph, including but not limited to liability for any and all tax consequences.
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. MOSSCO hereby pledges and grants to Claimant-Secured Party a lien on and security interest in all of MOSSCO's right, title, and interest in the Annuity and all payments therefrom in order to secure the obligation of MOSSCO to make the Periodic Payments. MOSSCO and Claimant-Secured Party shall notify United of the lien created under this Agreement, and MOSSCO shall deliver the Annuity to Claimant-Secured Party upon execution of this Agreement and receipt by MOSSCO of the Annuity from United.
12. MOSSCO 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 MOSSCO 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 Connecticut.
13. Any Annuity will bear the following legend: "NOTICE" "This annuity contract has been delivered to the possession of _____ 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,

Addendum No. 1
Description of Periodic Payments

Initials

Assignor: _____

MOSSCO: _____

**Claimant-
Secured Party:** _____

**Attorney for Claimant-
Secured Party:** _____