

Non-Qualified Assignment

“Seller”: _____

“Buyer/Assignor”: _____

“Assignee”: Structured Assignments Inc.

“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. Seller has executed a purchase agreement and release dated _____, 20____ (the “Agreement”) which provides for the Assignor to make certain periodic payments to or for the benefit of the Seller as stated in Addendum No. 1 (the “Periodic Payments”); and
- B. The parties desire to effect an assumption of the Periodic Payment Liability by the Assignee.

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 the Assignor’s liability to make the Periodic Payments. The Assignee assumes no liability to make any payments not specified in Addendum No.1.
- 2. The Assignee’s liability to make the Periodic Payments is no greater than that of the Assignor immediately preceding this Agreement. Thus, none of the Periodic Payments may be accelerated, deferred, increased or decreased, nor may any of them be anticipated, sold, assigned or encumbered.
- 3. The obligation assumed 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.
- 4. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kansas.
- 5. The Assignee shall fund the Periodic Payments by the purchase of the United States Government Securities, as listed on Addendum No. 1. All rights of ownership and control of the United States Government Securities, which will be identified in an attachment to the completed Application entitled Evidence of Assets held in Trust,

shall be and remain vested in the Assignee.

6. Assignee's liability to make the Periodic Payments shall continue without diminution regardless of any bankruptcy or insolvency of the Assignor.
7. 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 here under or to any of the Periodic Payments.
8. The Assignee has established an irrevocable trust for the purpose of naming a trustee to hold the United States Government Securities described herein in order to better fulfill the Assignee's obligations to the Seller.
9. Any notice to a party here under shall be in writing and shall be deemed to have been given when mailed to the party's address of record.
10. This Agreement may be (although shall not be required to be) executed by the parties in multiple counterparts and all of such counterparts so executed shall collectively constitute this one Agreement and shall be deemed to establish this one Agreement.

Assignor/Buyer

Assignee

By: _____
(Authorized Representative)

By: _____
(Authorized Representative)

Title

Title

ADDENDUM NO.1
DESCRIPTION OF PERIODIC PAYMENTS

It is understood and agreed by the parties that the Periodic Payment benefit amounts shown above are just an illustration of what could be purchased on a given date, and that the benefit amounts will change depending on the rates at the time of the actual purchase. The parties agree that all Periodic Payments required under this Agreement will be adjusted either upward or downward, so that the total cost to the Buyer/Assignor for the Periodic Payments to or for the benefit of Seller shall be neither more than or less than \$_____

Initials

Assignor_____

Assignee_____