

ASSIGNMENT FORM

THIS DOCUMENT CONTAINS A TRIBUTE PLAN PARTICIPANT'S COMMITMENT TO TRANSFER ALL OR A PORTION OF A TRIBUTE PLAN BALANCE TO A THIRD PARTY. THIS ASSIGNMENT FORM SHALL IN NO EVENT BE EFFECTIVE TO TRANSFER A TRIBUTE PLAN BALANCE PRIOR TO THE TIME A PAYMENT OBLIGATION ARISES UNDER THE TRIBUTE PLAN. ANY SUCH TRANSFER OF A TRIBUTE PLAN BALANCE SHALL ONLY BECOME EFFECTIVE UPON CONFIRMATION BY THE DOCTORS COMPANY THAT SUCH TRANSFER WAS MADE IN ACCORDANCE WITH TRIBUTE PLAN REQUIREMENTS. IN THE EVENT OF COMPETING CLAIMS AGAINST A TRIBUTE PLAN BALANCE AT SUCH TIME AS A PAYMENT OBLIGATION ARISES, THE DOCTORS COMPANY MAY WITHHOLD PAYMENT UNTIL SUCH TIME AS THE COMPETING CLAIMS ARE RESOLVED TO ITS SATISFACTION IN ITS SOLE DISCRETION. ANY PAYMENT OF A TRIBUTE PLAN BALANCE BY THE DOCTORS COMPANY SHALL DISCHARGE ITS OBLIGATION TO THE FULL EXTENT OF ANY SUCH PAYMENT.

Member ("Assignor") Name _____

Member Social Security Number _____ Member Policy Number _____

Group ("Assignee") Name _____

Percentage of Tribute balance accumulated under above policy number to be assigned to Assignee: _____ %

IN WITNESS WHEREOF, the parties do hereby incorporate the terms and conditions set forth in the Assignment Agreement and have executed the Assignment Form on the respective dates set forth below.

Member ("Assignor"):

Assignee:

Signature

Date

Signature

Date

Title

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is entered into by and among the Tribute Plan Participant named above ("Assignor") and the assignee named above ("Assignee"), as assignee of some or all of Assignor's Tribute Plan Balance accumulated while Assignor is an employee, independent contractor, shareholder, limited liability company member, owner, or partner of said Assignee. This Agreement is effective as of the date The Doctors Company ("Company") confirms in writing that a Tribute Plan Payment Obligation to Assignee exists ("Effective Date"). Unless otherwise defined herein, capitalized terms shall have the meanings given to them in those certain Tribute Plan documents, as amended from time to time.

RECITALS

- A. Assignor is a Participant in the Tribute Plan as established and maintained by the Company.
- B. Assignor is permitted to transfer a Balance only after a Payment Obligation shall arise in the Company, and then only to certain Permitted Transferees.
- C. Assignor is hereby representing and warranting to the Company that Assignor is (or was) an employee, independent contractor, shareholder, limited liability company member, owner, or partner of Assignee.
- D. No determination whether a Tribute Plan Payment Obligation has arisen and whether the Assignee is a Permitted Transferee shall be deemed to have been made unless and until the Company confirms in writing that a Tribute Plan Payment Obligation to Assignee exists.

NOW, THEREFORE, in consideration of the mutual agreements and undertakings set forth herein, the parties hereto agree as follows:

1. **Assignment.** Assignor hereby assigns, conveys, delegates, and transfers to Assignee all of its rights, title, interests, duties, obligations, and liabilities in, to, and under the percentage of Assignor's Balance as set forth in this Assignment Form.
2. **Assumption.** Assignee hereby accepts such assignment and assumes and covenants to keep, perform, and fulfill all of the duties, obligations, and liabilities of Assignor under the Plan with respect to the Balance, to the extent arising from and after the Effective Date.
3. **Further Actions.** Each of the parties hereto covenants and agrees to execute and deliver, at the request of any other party hereto, such further instruments of transfer and assignment and to take such other action as such other party may reasonably request to more effectively consummate the assignment contemplated by this Agreement.
4. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
5. **Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of the parties, and each of their respective successors and permitted assigns.
6. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties with respect to the terms and subject matter of this Agreement and supersedes all prior agreements and understandings, written or oral, between the parties relating to the terms and subject matter of this Agreement.
7. **Governing Law.** This Assignment shall be governed by, and be construed in accordance with, the laws of the State of California.