

Exhibit C

COPY



**PACIFIC LIFE
& ANNUITY COMPANY**

(A Stock Insurance Company)
Administrative Office:

700 Newport Center Drive, Newport Beach, California 92660

SINGLE PREMIUM SETTLEMENT ANNUITY

POLICY DATA

**Owner: PACIFIC LIFE & ANNUITY
SERVICES, INC.**

Policy Number: 12800509

Issue Date: September 14, 2012

Measuring Lives: ROBERT DUNGAN

Annuity Payments to be Made to Owner's Designee

Pacific Life & Annuity Company, an Arizona corporation, ("the Company") will pay annuity payments to the policy owner, or such person(s) as the policy owner may designate, subject to the provisions of this and the following pages which are made a part of this policy, according to the attached Schedule of Benefits.

READ YOUR POLICY CAREFULLY. This policy is a legal contract between the policy owner and the Company. Pacific Life & Annuity Company is a stockholder owned company. As such, purchasing and owning a Pacific Life & Annuity Company policy does not confer any membership rights nor ownership rights in Pacific Life & Annuity Company or any other company affiliated with Pacific Life & Annuity Company.

Free Look Right – At any time within 10 days after you receive this policy, you may return it to us or the broker through whom you bought it. This policy will then be deemed void from the Issue Date. We will refund any premium paid less any annuity payments made.

This policy is executed for the Company at its Administrative Office at Newport Beach, California, to be effective on the Issue Date.

Chairman and Chief Executive Officer

Secretary

**Single Premium Settlement Annuity
Immediate Annuity – No Cash Value
Non-Participating – No Annual Dividends
Annuity Payments Specified in Schedule**

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SCHEDULE OF BENEFITS

Measuring Life: ROBERT DUNGAN
Policy/Certificate No.: 81013-04037

(Please see Application.)

END

**NO BENEFITS, INCLUDING ANY DEATH BENEFITS, ARE PAYABLE EXCEPT ON THE DATES
AND IN THE AMOUNTS SET FORTH ABOVE**

READ YOUR POLICY CAREFULLY

GENERAL PROVISIONS

Cash Values

This policy does not have cash or surrender values and cannot be surrendered in exchange for a lump sum.

Issue Date

The Issue Date will be used to determine policy anniversaries and policy years.

Owner of Policy

The owner of this policy will be entitled to the rights granted by this policy or allowed by the Company under this policy. If the owner is a partnership, the rights belong to the partnership as it exists when a right is exercised. If the owner is an individual, upon the death of the owner, the rights belong to the executor or administrator of the owner's estate unless otherwise provided in this policy.

Change of Designation

The owner has the right at any time to designate to whom annuity payments will be made. A change of designation may only be made by filing a satisfactory written notice with the Company. A change of designation will not be in effect until recorded at the Administrative Office of the Company. The change of designation will be retroactive to the date the notice was signed by the owner. Any payment made before the Company records a change of designation will not be changed.

Incontestability

This policy will be incontestable from its Issue Date.

Misstatement of Age or Sex

If the age and/or sex of a Measuring Life has been incorrectly stated, any amount payable under this policy shall be such as the premium paid would have purchased at the correct age and/or sex according to the rate used by the Company to originally purchase the benefits. Any underpayments or overpayments made by the Company shall be added to or deducted from the payments to be made after the adjustment with interest at 6% per annum.

Change of Owner

An assignment of this policy will not be binding on the Company until it is recorded at its Administrative Office. The Company assumes no responsibility for the sufficiency or validity of any assignment. However, when an assignment is filed with the Company and recorded at the Administrative Office, the owner's rights will be subject to it.

Payment of Proceeds

If the Schedule of Benefits provides for the payment of benefits as long as a Measuring Life shall live, the Company has the right before each payment is made to require due proof that the Measuring Life is living on the payment date. For such benefits, no fractional payment will be made for the period from a payment date to the date of death of a Measuring Life.

If the Schedule of Benefits provides for payment of any benefits by reason of the death of a Measuring Life, due proof of death of the Measuring Life must be submitted to the Administrative Office of the Company before such payment is made.

Non-Participation

This policy does not participate in the profits or surplus of the Company. There are no annual dividends.

The Contract

This policy is issued in consideration of the application and payment of the premium. This policy and the application for it, a copy of which is attached to and made a part of this policy, constitute the entire contract. All statements made by or for the applicant will be considered representations and not warranties. No statement shall void this policy or be used in defense of a claim unless it is contained in the written application and a copy of the application is attached to this policy when issued.

Who is Authorized to Make Changes in this Policy

No agent has authority to change this policy or to waive any of its provisions. No change, modification, or addition to this policy shall be valid unless evidenced by written endorsement hereon or written amendment hereto signed by the president and secretary of the Company.

Application for Single Premium Settlement Annuity



1. Measuring Lives:

a. Name: Robert Dungan
Social Security Number: [Redacted]
Sex: Male
Birthdate: [Redacted] 1980
Address: 486 Kennedy Avenue, Angola, New York 14006
b. Name:
Social Security Number:
Sex:
Birthdate:
Address:
c. Name:
Social Security Number:
Sex:
Birthdate:
Address:

2. Owner of Annuity:

Name: Pacific Life & Annuity Services, Inc.
Address: (refer all inquiries to 700 Newport Center Drive, Newport Beach, CA 92660-6397)
The owner is [] Individual [] Partnership [X] Corporation [] Trustee Taxpayer ID/EIN: 912025852

3. Annuity Plan and Schedule of Payments: Please refer to Addendum No. 1 for Schedule of Benefits and Payees. Additional information for annuity payments can be added on reverse side or by addendum.

4. Amount Paid with this Application: Valuable Consideration

This application will be part of the annuity issued by Pacific Life & Annuity Company. It is agreed that: (1) This application shall be the basis for any annuity issued on the application; (2) Any annuity issued on this application shall not take effect until the policy is delivered to the owner and the single premium has been paid in full; (3) No information acquired by any representative of the Company shall be binding upon the Company unless set out in writing in this application; and (4) No waiver or modification shall be binding upon the Company unless in writing and signed by two authorized officers of the Company, acting together.

Signed by the Applicant/Owner at Denver, CO on 7/31/2012
By: [Signature] Applicant/Owner
Witness (Licensed Resident Broker's Signature): [Signature]

**Addendum No. 1
Schedule of Benefits and Payees**

**Measuring
Life (a)**

**Robert Dungan
Payee: Robert Dungan
Address: 486 Kennedy Avenue
Angola, New York 14006**

Benefit(s):

1. **Life with Certain Annuity - \$19,840.00 for life, payable monthly, guaranteed for 5 year(s), beginning on 09/01/2027, with the last guaranteed payment on 08/01/2032.**