

# Certification of Corporate Owner



P.O. Box 10385 • Des Moines, IA 50306-0385

**Caution: Read carefully. Contains a waiver and release of liability.**

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| Proposed Owner – Legal name of organization (“Organization”) | Employer Identification number |
|--|--------------------------------|

**APPLICANT MUST ATTACH COMPLETED IRS FORM W-9 AND CERTIFICATION OF BUSINESS SIGNING AUTHORITY FORM (27096Y). THE W-9 FORM MUST INCLUDE THE ENTITY’S EXEMPTION CODE.**

What is your organizational structure? (Choose one):  C Corp  S Corp

Will the annuity Contract be used in connection with a non-qualified deferred compensation plan?  Yes  No

If yes, please complete the “Unfunded non-qualified deferred compensation plan acknowledgment form (16882Y)”.

NOTICE: We cannot accept as an annuity Contract Owner any of the following organizational structures: partnerships, limited partnerships, limited liability companies (LLCs), limited liability partnerships (LLPs), unincorporated associations, cooperatives (Co-Ops), professional corporations (PCs), or other similar non-corporate Ownership structures. This form should only be used where the proposed Owner is a corporation.

In connection with and in consideration for the issuance of one or more annuity Contracts by Midland National® Life Insurance Company (“Company”), the organization certifies and agrees as follows:

- A. The organization is a corporation in good standing under the laws of the state or other U.S. jurisdiction where it is domiciled. The organization will provide to company a signed IRS Form W-9 confirming its corporate status and structure and containing its exempt code. The organization also agrees to provide promptly a new signed IRS Form W-9 and any other IRS forms that the company requests in order to satisfy its tax reporting and other obligations under U.S. tax laws. The organization will promptly notify company if the organization’s legal status or structure should change.
- B. Based upon the organization’s representation that it is a corporate entity, company does not intend to provide any annual tax reporting of interest credits or other Contract gains for the annuity Contract. However, company may issue an IRS Form 1099-R upon surrender, a withdrawal of funds, assignment, or in other circumstances, if such reporting is deemed necessary by the company under IRS rules. The company also may tax report amounts in the future if in its sole discretion it determines that such reporting is necessary under applicable tax rules.
- C. Neither company nor any of its agents/representatives, officers, or employees has made to the organization any representations regarding the potential tax liabilities or implications associated with the purchase of the annuity Contract. The organization agrees that it independently made a determination as to the suitability of the annuity Contract for its purposes as well as the potential tax liabilities or implications which may result from the purchase of the annuity Contract, and certifies that the organization has had the opportunity to consult with its own independent qualified tax, legal, and financial advisors regarding the purchase of the annuity Contract. The company may conduct its own evaluation as to suitability of the purchase of the annuity Contract consistent with any requirements that may be imposed under state or federal law and may reject any application to purchase the annuity Contract based upon its own review, if conducted. The organization expressly waives any claims against company and its agents/representatives, officers, and employees related to the purchase of the annuity Contract, and fully releases from liability company and its agents/representatives, officers, and employees from any such claims.
- D. The annuity Contract is being purchased for reasons other than tax-deferred accumulation.
- E. The annuity Contract will be a non-qualified annuity.
- F. The organization must be designated as the sole Owner of the annuity Contract and cannot be changed after the annuity Contract is issued.
- G. The Annuitant must be a natural person affiliated with the organization as an officer or director, and must be designated as irrevocable at the time of issue. It cannot be changed after the annuity Contract is issued.

- H. The organization must be designated as the Beneficiary at the time of issue. The organization assumes all responsibility for any tax consequences that may arise due to any change in Beneficiary occurring after the annuity Contract is issued. The death benefit provided under the annuity Contract will be paid to the Beneficiary upon the death of the last surviving Annuitant (whether provided as a lump sum or through payments permitted under the distribution rules contained in the annuity Contract) and any taxes on the death benefit proceeds will be reported upon disbursement.
- I. Should the annuity Contract be annuitized, or if periodic payments are elected pursuant to an income Rider, all such periodic payments will be based on the age of the Annuitant. Further, all such periodic payments will be made to the Annuitant, unless otherwise directed by the organization.
- J. All statements, correspondence, and information will be provided only to the organization or its properly designated representative.
- K. The Organization's application is subject to review and approval by the Company.
- L. All disbursements prior to maturity will be made payable to the organization which owns the annuity Contract. Electronic fund transfers (EFT) will be sent only to the organization's bank account.

By signing below, we acknowledge receipt of this certification and agree to its terms. The undersigned represents, warrants, and certifies to company and its affiliates that:

- (i) the undersigned is duly authorized to sign this certification on behalf of the organization identified above;
- (ii) the undersigned has full authority to act on behalf of the organization to execute this certification and any applications, forms (including tax forms), authorizations, disclosures, or other documents in connection with the Ownership of the annuity Contract; and
- (iii) the company may rely solely on this certification to determine that the organization is duly organized, validly existing and in good standing with all applicable laws; and
- (iv) the company may rely solely on the signature(s) of the persons designated as authorized persons herein for the exercise of any rights under the annuity Contract.

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|---------------------------|---|
| Printed name of Annuitant | Affiliation with organization (president, board member, etc.) |
| Signature of Annuitant    | Signature date  |

|   |  |
|---|--|
| Printed name of authorized person signing as owner<br><b>(Cannot be the Annuitant of the annuity Contract.)</b> | Affiliation with organization (president, board member, etc.)<br><b>(Cannot be the Annuitant of the annuity Contract.)</b> |
| Signature of authorized person signing as Owner   | Signature date   |



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