

Certification of trust agreement



Mail to: P.O. Box 9261, Des Moines, IA 50306-9261
Overnight: 8300 Mills Civic Pkwy, West Des Moines, IA 50266-3833

Instructions

NOTICE: If this is a Charitable Trust, please use the Charitable Trust Certification form.

Use this form:

- When submitting new annuity applications owned by a Trust
- Upon change of ownership of an existing annuity Contract to a Trust
- Upon change of Trustee(s) of an existing annuity Contract owned by a Trust
- When submitting a claimant statement for death claim proceeds

1. Contract information

Contract number (if assigned)

| | | |
|--|------------------------|----------------------------------|
| Owner's name (first, middle initial, last) | Relationship to trust: | Social Security number |
| Joint Owner's name (if applicable) (first, middle initial, last) | Relationship to trust: | Social Security number |
| Non-natural Owner (if applicable) | | Tax ID number/Employer ID number |

2. Trust information

Please check one using information from the Trust document. **NOTE: We ONLY accept Trust types noted below.**

We only accept the following Trust types as Owners: A/B Trust, Asset Protection Trust, Bypass/Credit Shelter Trust, Discretionary/Sprinkle Trust, Educational Trust, Family Trust, Inter Vivos Trust, Irrevocable Life Insurance Trust, Living Trust, Qualified Terminable Interest Property Trust, Residuary Trust, Savings Trust, and Veterans Eligibility Trust

Please be advised that a Testamentary Trust cannot be an Owner.

Full Trust name

Preparer of Trust

| | | |
|---------------------------|---------------------------------|-----------------------------------|
| Tax Identification number | Trust governed by the state of: | Trust effective date (mm/dd/yyyy) |
|---------------------------|---------------------------------|-----------------------------------|

| | |
|---|----------------------------|
| Grantor/Settlor name(s) (first, middle initial, last) | Relationship to Annuitant: |
|---|----------------------------|

The relationship of the Trust Beneficiary(ies) to the Annuitant is:

- Spouse Child(ren) Grandchild(ren) Estate Other Family Member(s)

3. Agent information and attestation

The agent/representative or any person affiliated with the agent/representative is not a Beneficiary, Trustee, or Successor Trustee of the above-referenced Trust.

- Agree** **Disagree** (If marked disagree, please attach an explanation of why your agent/representative or person affiliated with your agent/representative is named as a Beneficiary, Trustee, or Successor Trustee of the Trust.)

Note: Under the laws of most states, an agent/representative is restricted in, or prohibited from, having a beneficial interest in an annuity sold by that agent/representative, unless that agent/representative is a family member or has a recognized insurable interest. Additionally, our Midland National policy prohibits our agents/representatives from serving in any capacity that may be construed as creating a direct or indirect conflict of interest with regard to an annuity Contract(s) for which they are or have been the agent(s)/representative(s) of record.

NOT FDIC/NCUA INSURED, MAY LOSE VALUE INCLUDING LOSS OF PRINCIPAL, NO BANK/ CU GUARANTEE, NOT A DEPOSIT, NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY.

4. Trustee information

| | | | |
|--|-------|------------------------|------------------------|
| Trustee name (first, middle initial, last) | | | |
| Date of birth (mm/dd/yyyy) | | Social Security number | |
| Mailing address | | | Apartment/suite number |
| City | State | ZIP | Phone number |
| Trustee name (first, middle initial, last) | | | |
| Date of birth (mm/dd/yyyy) | | Social Security number | |
| Mailing address | | | Apartment/suite number |
| City | State | ZIP | Phone number |

If more than two Trustees, attach another page with signatures and date.

5. Successor Trustee information

| | | | |
|--|-------|------------------------|------------------------|
| Successor Trustee name (first, middle initial, last) | | | |
| Date of birth (mm/dd/yyyy) | | Social Security number | |
| Mailing address | | | Apartment/suite number |
| City | State | ZIP | Phone number |
| Successor Trustee name (first, middle initial, last) | | | |
| Date of birth (mm/dd/yyyy) | | Social Security number | |
| Mailing address | | | Apartment/suite number |
| City | State | ZIP | Phone number |

If more than two successor Trustees, attach another page with signatures and date.

6. Trustee(s) Certification

The Trustee(s) certify that all documents pertaining to this contract be signed by: (**check one**)

All Trustees A majority of Trustees Any Trustee Trust only has one Trustee

7. Declarations by Trustee(s), Waiver and Release of Liability, Agreement to Indemnify, Fraud Statements, and Signatures

NOTICE: Any person who knowingly and with intent to defraud any insurance company or other person files a statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact thereto commits a fraudulent insurance act, which is a crime.

The Trustees agree that each and every Trustee and successor Trustee is bound by the declarations of the Trustees signing this form. **Midland National will issue and administer the Contract based solely upon the representations made by the Trustee(s) and that any consequence of any error, inaccuracy, or misunderstanding in interpreting the Trust will be borne solely by the Trustees.** Midland National may rely upon the directions of the Trustees and any named Successor Trustee(s) identified in this form until Midland National receives at its Executive Office written notification of a change of Trustee in a form acceptable to Midland National and within a reasonable time after such change.

The Trustee(s) additionally agree and acknowledge as follows:

- The Trust was validly executed and is in full force and effect and this annuity Contract is not required to establish the Trust. Any fees, costs or expenses associated with the establishment or maintenance of the Trust are independent of any premium paid for this annuity Contract.
- Midland National has no responsibility for reviewing or interpreting the Trust or Trust-related documents and has no obligation to investigate the terms of the trust or the authority of the trustee(s) and will not be held accountable for knowledge about the terms of the trust.
- Midland National has no responsibility regarding the use of any payments made to the trustee(s); and trustee(s) agree that any payments made to the trust are in accordance with the terms of the Trust.
- The trustee(s) understands and agrees that Midland National's **sole obligation** is to perform under the terms of the contract(s) and that Midland National may rely on the signature(s) of the trustee(s) in the same regard as if they were the actual owner or beneficiary of the contract(s). The trustee(s) has determined the contract is suitable for the purposes of the trust and will conform to income distribution requirements of the trust and to applicable federal and state law. Trustee(s) certify that they have had the opportunity to consult with their own independent tax, legal, and financial professional(s) regarding the tax and financial implications of the purchase of the annuity Contract.
- **The trustee(s) certify that all trust beneficiaries are natural persons and the annuity Contract is being obtained for the benefit of natural persons. The trustee(s) recognize that the IRS may challenge the characterization that the annuity is being held by an agent for a natural person, and if such challenge is upheld, the Trust may be subject to current income tax on gains within the contract (as well as penalties and interest). The authorized trustee(s) has consulted with a qualified tax advisor and accepts the risks associated with pursuing this transaction. Midland National may rely solely on this certification as well as the statements and representations made on the application as a basis for issuing and/or performing obligations of the contract(s) and determining the information provided is accurate, including that the annuity contract does not conflict with Section 72 of the Internal Revenue Code.**
- If the trust is named as owner, it is authorized under the terms of the trust to purchase and hold an annuity contract, the trust and applicable beneficiary of the trust have an insurable interest in the annuitant, and the annuitant is permitted under applicable state law. If the trust is a beneficiary of the contract(s), it is authorized to receive annuity proceeds.
- The trustee(s) has not relied upon any representation or advice of any Midland National independent agents, employees or representatives with respect to the terms or validity of the trust or the utilization of the trust as the owner or beneficiaries of the contract(s). Trustee(s) agree Midland National and its independent agents are not authorized to recommend or sell trusts, and any trust recommendation has been provided by an independent tax, legal or financial professional(s).
- The Trustee acknowledges that if the annuity Contract contains a Guaranteed Lifetime Withdrawal Benefit, upon the death of the Annuitant/Covered Person, Lifetime Payment Amounts terminate.

WAIVER AND RELEASE OF LIABILITY

The trustee(s) agree to release, indemnify and hold harmless Midland National, its officers, employees, agents/representatives, and affiliates from and against all claims, liabilities, costs, and expenses, including attorneys' fees for claims, judgments, surcharges or settlement amounts which may arise or result from: any action taken by Midland National at the direction of the Trustees or their successors; any tax, estate/probate, or other legal or financial liability or consequences associated with the Trust's purchase or ownership of the annuity Contract; any error, inaccuracy, or misunderstanding in interpreting the Trust, and Midland National's reliance on the Trustee's representations regarding the Trust or their authority with respect to the Trust.

For Corporate Trustees, you must submit a Corporate Resolution verifying individuals authorized to sign on behalf of the entity.

CA Residents: for your protection California law requires the following to appear on this form:

Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

| | |
|---|--|
| Trustee signature <input type="text"/> | Date signed (mm/dd/yyyy) <input type="text"/> |
| Trustee signature <input type="text"/> | Date signed (mm/dd/yyyy) <input type="text"/> |

