

CERTIFICATION OF TRUST AGREEMENT

Please complete using information from the Trust document



Policy/Contract Information

Policy / Contract No(s)*: _____

**Please state pending if this form is being submitted with a new application.*

Name of Annuitant(s)/Insured: _____

First Name

MI

Last Name

First Name

MI

Last Name

Trust Information

Full Name of Trust: _____

Trust Effective Date: ____ / ____ / ____ Trust Identification Number / Tax ID Number: _____

Which state law governs this Trust? _____

Relationship of Trust to the Annuity Policy/Contract: (Please mark the appropriate box.)

☐ Owner

☐ Beneficiary

☐ Both Owner and Beneficiary

Preparer of Trust: _____ Preparer's Telephone Number: _____ - _____ - _____

Preparer's Address: _____

Street

City

State

Zip

Grantor/Trustee Information

Name of Grantor(s)/Settlor(s)*: _____

First Name

MI

Last Name

First Name

MI

Last Name

Name/Address of Trustee(s): _____

First Name

MI

Last Name

Date of Birth

Social Security Number

Phone Number

Street

City

State

Zip

First Name

MI

Last Name

Date of Birth

Social Security Number

Phone Number

Street

City

State

Zip

Name/Address of Successor Trustee(s): _____

First Name

MI

Last Name

Date of Birth

Social Security Number

Phone Number

Street

City

State

Zip

First Name

MI

Last Name

Date of Birth

Social Security Number

Phone Number

Street

City

State

Zip

Owner/Beneficiary Information
(Continues on other side)

1. The above referenced Trust Agreement (the "Trust") requires that: (Please mark the appropriate box.)

☐ all Trustees

☐ a majority of Trustees

☐ any Trustee

☐ Trust only has one Trustee

Must sign documents pertaining to the above-referenced Policy/Contract(s) which require a signature.

2. The insurance agent or any person affiliated with the insurance agent is not a beneficiary of the above referenced trust.

☐ Agree

☐ Disagree

If marked disagree, please attach an explanation of why your agent or person affiliated with your agent is named as a beneficiary of the trust.

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

3. The relationship of the Trust Beneficiary(ies) to the Annuitant/Insured is:
☐ Spouse ☐ Children ☐ Grandchildren ☐ Other _____
4. Was the Trust validly executed, and is it in full force and effect? ☐ Yes ☐ No
5. Will a trust be named as the Owner or Beneficiary of this contract/policy? ☐ Yes ☐ No
 If YES, answer question 6.
6. The Trustee acknowledges that this contract/policy is in no way required in conjunction with the establishment of a Trust and that any fees, costs and/or expenses associated with the establishment or maintenance of the Trust are independent of any premium paid for this contract/policy. ☐ Yes ☐ No

Please be advised that Midland National reserves the right to request and receive a copy of the Trust documents if it determines that it is necessary to do so. Before Midland National pays proceeds at the death of the Annuitant/Owner/Insured of the Policy/Contract(s) it may also require proof that the Trust is then in full force and effect.

NOTICE: THIS SECTION CONTAINS A WAIVER AND RELEASE OF LIABILITY. PLEASE READ CAREFULLY.

This section is to be completed and signed by ALL Trustees required by the response to Question 1. For purposes of this section, "Trust" and "Trustees" refer to the trust and its trustee(s) identified on the first page of this form. "Annuity Policy/Contract" refers to the annuity policy(ies), contract(s), or certificate(s) referenced on the first page of this form together with any associated riders. "Owner", "Beneficiary", and "Annuitant" have the same meaning as defined in the Annuity Policy/Contract, and include multiple or joint Owners, Beneficiaries, or Annuitants where applicable. When not capitalized, "owners" and "beneficiaries" refer to the designated legal owners or beneficiaries of the Trust.

The undersigned persons ("the Trustees") represent, certify, and agree as follows:

- A. The Trustees are the authorized Trustees of the Trust identified above, and are authorized and legally capable of purchasing the Annuity Policy/Contract. Midland National may rely upon the signatures of the Trustees on behalf of the Trust as if they were the actual Owner or Beneficiary of the Annuity Policy/Contract.
- B. If the Trust is to be named the Owner of the Annuity Policy/Contract, the Trust is authorized under the terms of the Trust to purchase and hold the Annuity Policy/Contract, and if the Trust is to be named the Beneficiary of the Annuity Policy/Contract, the Trust is authorized under the terms of the Trust to receive the Annuity Policy/Contract proceeds.
- C. No additional authorizations are necessary to purchase the Annuity Policy/Contract.
- D. The Trustees acknowledge and agree that Midland National has no responsibility for reviewing or interpreting Trust or Trust-related documents, that Midland National will issue and administer the Annuity Policy/Contract based solely upon the representations made by the Trustees in this form, and that any consequence of any error, inaccuracy, or misunderstanding in interpreting the Trust will be borne solely by the Trustees.
- E. The Trustees have reviewed all provisions of the Trust and Annuity Policy/Contract. By accepting the Annuity Policy/Contract, the Trustees certify they have determined that:
 - i. None of the provisions of the Trust (including income and corpus distribution requirements) conflict or will interfere with the terms and operation of the Annuity Policy/Contract; and
 - ii. None of the provisions of the Annuity Policy/Contract (including distribution requirements of section 72(s) of the federal Internal Revenue Code as incorporated into the terms of the Annuity Policy/Contract and applicable surrender charges) conflict or will interfere with the terms and operation of the Trust.
- F. The Trustees have determined the Annuity Policy/Contract is suitable for the purposes of the Trust, and the Annuity Policy/Contract conforms to the income distribution requirements of the Trust and to applicable state and federal laws. The Trustees acknowledge that distribution of the Annuity Policy/Contract funds may result in surrender charges and/or interest adjustments pursuant to the terms of the Annuity Policy/Contract.
- G. The Trustees acknowledge that the purchase and ownership of an Annuity Policy/Contract by the Trust may have significant tax, estate/probate, and other legal and financial consequences for the Trust and the Trust's owners and beneficiaries. The Trustees have sought advice from their own legal, tax, trust, and financial advisors regarding any questions related to the suitability, purchase, and ownership of an Annuity Policy/Contract by the Trust, and have independently determined that purchase of the Annuity Policy/Contract is appropriate for the Trust.
- H. The Trustees further acknowledge and agree that:
 - i. Midland National does not make and has not made any recommendations regarding the use of a Trust for any purpose, Midland National's agents are not authorized to recommend or sell Trusts while acting in their capacity as an agent for Midland National, and any Trust recommendation should be provided by a qualified advisor;

- ii. Neither Midland National nor its agents, employees, or representatives are authorized to give tax, estate/probate, or other legal advice. Although some Midland National agents may also be duly licensed professionals (e.g. attorneys or accountants), any tax, estate/probate, or other legal advice provided by such individuals is solely in their capacity as an independent professional, and not in their capacity as an agent of Midland National;
 - iii. The Trustees have not relied upon any representation or advice of any of Midland National's agents, employees, or representatives with respect to the validity, terms, or utilization of the Trust as the Owner or Beneficiary of the Annuity Policy/Contract; and
 - iv. The establishment of the Trust is not required in conjunction with the purchase of the Annuity Policy/Contract, and that any fees, costs, and/or expenses associated with the establishment of the Trust are independent of any premium paid for the purchase of the Annuity Policy/Contract.
- I. The beneficiary(ies) of the Trust is/are each a natural person. No beneficiary of the Trust is an entity, such as a corporation, another trust, educational or religious institution, or charity, and the Trustees do not have discretion to pay Trust benefits to any entity. Based on independent advice received from a qualified tax advisor, the Trustees have determined that the Trust will be holding the Annuity Policy/Contract as an agent solely for a natural person (or solely for natural persons) within the meaning of section 72(u)(1) of the federal Internal Revenue Code.
- J. If the Trust is a testamentary trust, the Trust currently exists and all required probate proceedings have been completed.
- K. The Trust is not a Welfare Benefit Trust or a trust set up as part of a Nonqualified Deferred Compensation Plan.
- L. The Trustees understand that the Annuity Policy/Contract will terminate in accordance with the terms of the Annuity Policy/Contract upon the death of the Annuitant, resulting in a mandatory distribution of funds from the Annuity Policy/Contract in accordance with its terms.
- M. The Trustees agree that Midland National shall have no responsibility with respect to the use or application of any funds paid to the Trust or the Trustees.
- N. The Trustees agree that each and every Trustee and successor Trustee is bound by the declarations of the Trustees signing this form. The Trustees further agree that Midland National may rely upon the directions of the Trustees identified in this form and any named successor Trustees until Midland National receives at its Executive Office written notification of a change of Trustee in a form acceptable to Midland National. The Trustees agree to notify Midland National of any change in Trustee within a reasonable time. The Trustees further agree to promptly notify Midland National if there is any change of facts that would affect any of the representations, certifications, or agreements contained in this form.
- O. The Trustees agree to release and hold harmless Midland National, its officers, employees, agents, and affiliates from and against all claims, liabilities, costs, and expenses which may arise or result from:
- i. any action taken by Midland National at the direction of the Trustees or their successors;
 - ii. any tax, estate/probate, or other legal or financial liability or consequences associated with the Trust's purchase or ownership of the Annuity Policy/Contract;
 - iii. any error, inaccuracy, or misunderstanding in interpreting the Trust, and
 - iv. Midland National's reliance on the Trustees' representations regarding the Trust or their authority with respect to the Trust.

Note: The number of Trustees indicated in Question 1 must sign below.

By:		By:	
Trustee Signature	Date	Trustee Signature	Date
By:		By:	
Trustee Signature	Date	Trustee Signature	Date

For Corporate Trustees:	
Title/Capacity of Signatory: _____	
Trustee Name: _____ (Please print or type)	
Trustee Signature: X _____	Date: _____ / _____ / _____