Certification of Trust agreement

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

CLEAR ALL

Instructions

Notice: If this is a Charitable Trust, please use Charitable Trust certification form (26742Y)

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
- When assigning or changing a Beneficiary to a Trust

1. Contract information

Policy/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

Trust Ownership: Midland National only accepts Trusts acting as an agent for natural person(s) and for the sole benefit of those person(s) under IRC Section 72 of the Internal Revenue Code. In issuing this Annuity Contract to a Trust, Midland National relies on the declarations, waiver, and indemnification in Section 7 of this Certification made by the Trustee(s).

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

Full Trust name

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) ☐ Other family member(s) ☐ Estate

3. Agent information and attestation

The agent/representative or any person affiliated with the agent/representative is not a Beneficiary 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 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 recor

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

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 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 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 Annuity 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 Annuity Contract(s). The Trustee(s) has determined the Annuity 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 advisors 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 only. The Trustee(s) recognize that the IRS may challenge the characterization that the Annuity Contract 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) have consulted with a qualified tax advisor and accept 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, and that 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 benefits 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 advisor.
- 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 and 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.

8. Fraud statements

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 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.

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

Trustee signature	Date (mm/dd/yyyy)
Trustee signature	Date (mm/dd/yyyy)