

Individual Single Premium Annuity Application

1. Owner

☐ Individual ☐ Trust ☐ Other Non-Natural

☐ Male ☐ Female

Name (First, MI, Last)

SSN/Taxpayer ID

Address Street

Birthdate (MM/DD/YYYY)

City, State Zip

Telephone

Email Address

US Citizen ☐ Yes ☐ No
If "no", we can't accept your application

2. Joint owner (if applicable)

Name (First, MI, Last)

☐ Male ☐ Female

SSN/Taxpayer ID

Address Street

Birthdate (MM/DD/YYYY)

City, State Zip

Telephone

Email Address

US Citizen ☐ Yes ☐ No
If "no", we can't accept your application

3. Annuitant (complete only if different from Owner)

Name (First, MI, Last)

☐ Male ☐ Female

SSN/Taxpayer ID

Address Street

Birthdate (MM/DD/YYYY)



Contract Issued by:
Gulf Guaranty Life Insurance Company
PO Box 11066
Winston-Salem, NC 27116
(844) USA-GULF
www.americangulf.com

City, State Zip	Telephone
Email Address	US Citizen ☐ Yes ☐ No If "no", we can't accept your application

4. Joint annuitant (if applicable)

Name (First, MI, Last)	☐ Male ☐ Female
	SSN/Taxpayer ID
Address Street	Birthdate (MM/DD/YYYY)
City, State Zip	Telephone
Email Address	US Citizen ☐ Yes ☐ No If "no", we can't accept your application

5. Beneficiary designation

(Percentages must be in whole numbers and total 100% for primary and contingent beneficiaries. Please use the Beneficiary Designations Form if needed.)

IN THE EVENT OF JOINT OWNERSHIP, THE SURVIVING OWNER IS THE SOLE PRIMARY BENEFICIARY UNLESS OTHERWISE INDICATED.

☐ Primary	(First, MI, Last)	%	SSN	Address	Relationship
☐ Primary	☐ Contingent	%	SSN	Address	Relationship
☐ Primary	☐ Contingent	%	SSN	Address	Relationship
☐ Primary	☐ Contingent	%	SSN	Address	Relationship



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6. Policy & premium details

Initial Premium: Amount \$ _____

Funds Are: ☐ Non-Qualified ☐ Qualified

Tax-Qualified Plans: ☐ Traditional IRA ☐ Roth IRA ☐ Simplified (SEP)

Source of Funds: ☐ Check ☐ Rollover/Transfer Amount \$ _____

☐ 1035 Exchange _____ (Company)

Guarantee Period: ☐ 5 ☐ 6 ☐ 7 Years

Optional Riders:

☐ Waiver of Surrender Charge for Nursing Home Confinement (5bps)

☐ Waiver of Surrender Charge for Terminal Illness (5bps)

☐ Death Benefit Feature (15bps)

☐ Free Partial Withdrawal (15bps)

7. Replacement of other contracts

Does the Proposed Owner have any existing life insurance or annuity contracts? ☐ Yes ☐ No

Will the contract being purchased replace or change an existing life insurance or annuity contract?

☐ Yes ☐ No

8. Statements and authorizations

PROPOSED OWNER'S STATEMENT: I have read and understand this Application. I am not currently taking and I am not under the influence of any medications or drugs that would affect my ability to fully understand and to fully and accurately complete this Application. The representations in this Application are true to the best of my knowledge and belief. I agree the annuity contract shall not be in effect until it has been issued by Gulf Guaranty Life Insurance Company ("the Company") and the single premium is paid. I understand that the Producer has no authority to approve this Application, change the annuity contract, or waive any contract provisions. I understand that the annuity contract will not be effective until the date signed in the contract and all eligibility requirements are met.

I understand the annuity contract will be based only on the statements and answers provided in this Application, and I will provide notice to the Company of any changes made prior to the delivery of the annuity contract. I authorize the Company to obtain my personal information from a third-party provider, as required, and for as long as complies with and is permitted by applicable state law.

Entity Owners: The individual signing below is authorized to sign on behalf of the entity, which is duly organized and existing in compliance with all laws and regulations, and is empowered to enter into contracts in the entity's name. The individual and entity agree to indemnify the Company, its affiliates and representatives, for liability arising out of or related to any acts/omissions taken by the Company in reliance on individual's or entity's representations in connection with the annuity. The entity has consulted an independent tax and legal advisor regarding the tax treatment of the annuity.



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FRAUD NOTICE/WARNING: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law. I have read, understand, and acknowledge the Fraud Notice.

Owner's Signature	Date	Signed at City and State
Owner's Signature	Date	Signed at City and State

PRODUCER'S STATEMENT

To the best of my knowledge and belief the Proposed Owner ☐ **does** ☐ **does not** have any existing annuity coverage and the insurance applied for ☐ **will** ☐ **will not** replace any existing annuity coverage. I certify that I have verified the personal information of the Applicant. I further certify that any information recorded by me on this Application is true and accurate to the best of my knowledge and that the Owner seemed to me to be lucid and to fully understand all of the questions on this Application.

Agent Signature	Agent Printed Name	Agent NPN/Last 4 of SSN	Date
Agent E-mail		Agent Phone	

Complete the following section for additional agent and indicate split percentages:

Agent Name	Agent NPN/Last 4 of SSN	Agent E-Mail/Phone	% Split

Anchor Multi Year Guaranteed Annuity. Certificate of Disclosure and Acknowledgement. Single Premium Deferred Annuity.

Thank you for your interest in the American Gulf Anchor Multi-Year Guaranteed Annuity, which is a Single Premium Deferred Annuity offered by Gulf Guaranty Life Insurance Company. It is important that you understand the benefits, features, and limitations of this annuity before making your purchasing decision. Please read the following information and sign the last page of this disclosure document to acknowledge your understanding of the annuity contract ("Contract") for which you are applying. This document is intended to provide you with a summary of the contract, including its benefits and limitations.

What is the American Gulf Anchor Multi-Year Guaranteed Annuity?

The American Gulf Anchor Multi-Year Guaranteed Annuity is a Single Premium Deferred Annuity primarily intended for customers seeking a long-term retirement savings vehicle.

Your fixed deferred annuity is not a security or any type of investment contract. It is not a stock market investment and does not directly participate in any stock or equity investments. It works well for IRAs or other qualified accounts and is also an attractive alternative to CDs or taxable options. You can start your American Gulf Anchor MYGA with a minimum premium of \$10,000.

What if I decide I do not want my annuity Contract after it is delivered?

After receipt of the annuity contract, the contract may be returned within the free look period for an unconditional refund of the amount paid for the contract. The free look period is the amount of time you have to request a refund. The actual free look period is stated on the cover page of your contract and is up to 30 days.

How will interest be credited to my Contract?

Interest is credited based on the initial interest rate guaranteed for the first Guaranteed Period. At the end of the Guaranteed Period, and each subsequent Guaranteed Period thereafter, a new rate will be declared. Your annuity will earn a declared interest rate, which may go up or down, but can never be less than the Contract's minimum guaranteed rate at the time of your purchase. Your interest is credited and compounded daily to yield our declared annual rate. There are no front-end sales charges or annual administrative fees. 100% of your money works for you.

What is a Market Value Adjustment (MVA)?

The MVA may be applied during the surrender charge period of your annuity Contract. The surrender charge period will vary based on the duration of the Guaranteed Period. Please see your annuity Contract or product brochure for details.

The MVA only applies during the surrender charge period should you elect to surrender your annuity or if you elect to take a withdrawal that exceeds your penalty-free withdrawal amount, if any. The MVA affects the surrender value of your annuity which is defined in your annuity Contract. The Market Value Adjustment formula will be applied at the time your annuity Contract is surrendered or if more than your penalty-free available is withdrawn during the surrender charge period as stated in your Contract. The impact of the MVA is similar to how bond values are impacted by interest rates. The surrender value of your annuity will generally decrease if interest rates for your annuity product increase which creates a negative adjustment to your surrender value. Alternatively, when interest rates for your annuity product have decreased since your Contract was issued, the surrender value generally increases due to the Market Value Adjustment.

The MVA does not apply upon Death, upon Annuitization, during the Renewal Period, to the Minimum Withdrawal Amount, or to withdrawals calculated by the Company to satisfy Required Minimum Distributions (RMDs) for Qualified Contracts.

Do I have access to the value of my contract before the Annuity Date?

Yes, the American Gulf Anchor Multi-Year Guaranteed Annuity provides access to the value of your contract in several different ways. However, any contract values accessed during the first ten contract years may also be subject to a Surrender Charge, depending on the surrender charge schedule elected at the time of application.

Withdrawal charges will not apply to any free withdrawals, if any optional riders are purchased, or death benefit proceeds. Taxable amounts withdrawn from your annuity prior to age 59 ½ may be subject to a 10% IRS penalty in addition to ordinary income tax. Please consult with a tax advisor prior to utilizing these provisions.

Optional Riders

Optional Riders are available with your Contract, subject to state availability. Riders must be elected at the time the Contract is issued and each Rider requires payment of an additional cost. Available Riders may include, but are not limited to: Free Partial Withdrawal Rider, Death Benefit Rider, Nursing Home Confinement Rider, and Terminal Illness Rider.

Required Minimum Distribution ("RMDs")

Fixed annuities are generally not subject to required minimum distribution (RMD) rules but do apply to annuities held within a separate IRA or other retirement account. RMDs are a federal tax law that requires annuity owners to withdraw a minimum amount each year.

Required Minimum Distributions (RMDs) taken from Qualified Contracts will not be subject to Surrender Charges or Market Value Adjustments, provided they are calculated in accordance with IRS rules and determined by the Company.

What happens on the Contract's Annuity (Maturity) date?

On the contract's Annuity (Maturity) date, you will receive the entire value of your contract in the form of annuity payments. There are a number of payout options from which to select. Regardless of the payout option selected, once the amount of payments is determined, your payments are guaranteed and can never be changed. You should review the available payout options with your tax advisor to select the most appropriate one based on your specific financial situation. Under no circumstances will you be assessed a withdrawal charge on, or after the Annuity Date. If you do not select a payout option, the payout option will default to the contractually selected option, depending whether you have a single Annuitant or Joint Annuitants.

What if I decide to surrender (cancel) my Contract?

If you decide to surrender your contract, the Company will pay you the Contract's Cash Surrender Value. On the surrender date, the Cash Surrender Value is equal to the greater of:

1. The Contract Value less any Surrender Charges, if applicable; or
2. The Minimum Surrender Value.

What is a Surrender Charge?

A Surrender Charge is the cost you incur if the contract is surrendered or if any amount withdrawn exceeds the free withdrawal amount during the Surrender Charge period. The Surrender Charge on these amounts is applied at the time of the surrender or withdrawal. Any amount withdrawn above the free withdrawal amount will be multiplied by the applicable percentages below, which determine the amount of the charge. This charge will vary depending upon the guarantee period you select at the time of application. Below is the current Surrender Charge Schedule for this contract.

	Policy Year 1	Policy Year 2	Policy Year 3	Policy Year 4	Policy Year 5	Policy Year 6	Policy Year 7	Policy Year 8	Policy Year 9	Policy Year 10
5-Year MYGA	9%	8%	7%	6%	5%					
6-Year MYGA	9%	8%	7%	6%	5%	4%				
7-Year MYGA	9%	8%	7%	6%	5%	4%	3%			

Are there any tax consequences if I take withdrawals from my annuity?

Income tax on interest credited to an annuity is deferred until withdrawals are taken. When you surrender or take a withdrawal from your contract, you may be subject to federal and state income tax on a portion or the entire amount withdrawn. In addition to income tax, you may be subject to a 10% federal penalty tax if you surrender or take withdrawals from your annuity before age 59 ½. When annuity payments are elected, a portion of each payment will be taxable and a portion will be treated as a non-taxable return of the contract's cost basis. Distributions from a qualified annuity (e.g. IRA, etc.) may also be taxable. You should consult with a tax advisor or attorney regarding the applicability of this information to your own situation.

What happens if the Owner dies before the annuity date and while the contract is in force?

If the Owner, (or primary annuitant if the Owner is not a natural person) dies before the date on which annuity payments begin, the Company will pay a Death Benefit to the named Beneficiary or Beneficiaries. That Death Benefit will be the greater of: The contract value (without any Surrender Charge); or the Minimum Surrender Value.

The Death Benefit will not be subject to a surrender charge. After the annuity date, payments will be consistent with the settlement option selected. Taxes may apply.

What happens if the Annuitant dies on or after annuity payments begin?

If the Annuitant dies on or after the date annuity payments begin, we will continue to make payments of any remaining and payable portion of the annuity payment(s) to the Beneficiary upon our receipt of due proof of death.

Other Important Information about Your Annuity

- This annuity is not a bank or credit union deposit, obligation or guarantee, and is not FDIC or NCUA/NCUSIF insured.
- The guarantees provided by annuities are subject to the financial strength and claims paying ability of the issuing company.
- Under current tax law, the Internal Revenue Code already provides tax deferral to qualified money, so there is no additional tax benefit obtained by funding a qualified contract, such as an IRA, with an annuity.
- This is a brief description of your annuity. Your contract contains more specific information. Please review it carefully when it is delivered to you and ask your financial professional for any additional clarification you may need.
- We deduct premium taxes, if applicable, imposed on us by a federal, state, local, or other government agency. Some states collect these taxes on premium payments; others collect at the time of Annuitization. Since we pay premium taxes when they are required by applicable law, we may deduct them from your contract when we pay the taxes, when you withdraw your contract value, when you start to receive income payments or when it pays a death benefit to your beneficiary. The premium tax rate varies by state or municipality, and currently ranges from 0 - 3.5%.
- We do not provide tax, financial or investment advice, or act as a fiduciary in the sale or service of these products. Consult a tax advisor or financial representative about your specific financial needs or circumstances.



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Gulf Guaranty Life Insurance Company. Certificate of Disclosure and Acknowledgement. American Gulf Anchor Multi-Year Guaranteed Annuity.

Minimum Guaranteed Rates

Initial Guarantee Period	Subsequent Guarantee Period
_____ %	1%
_____ years	

Until the policy is issued, rates are subject to change without notice.

Applicant Acknowledgment

By signing below, I acknowledge that I have read, or have been read, this Disclosure Form and understand its contents. I understand that I have applied for a Single Premium Deferred Annuity. In doing so, I have discussed my financial status, tax status, current insurance products and investments (including my financial objectives) with my insurance producer or other financial professional and believe this annuity will assist me in meeting my current financial needs and objectives.

Owner/Applicant Name: _____

Owner/Applicant Signature: _____

Phone Number: _____ **Phone Number:** _____

Joint Owner/Applicant Name: _____

Joint Owner/Applicant Signature: _____

Phone Number: _____ **Phone Number:** _____

Producer Confirmation

By signing below, I acknowledge that I have reviewed this Disclosure Form and other required materials with the applicant. I certify that a copy of this Disclosure Form; as well as any advertisements, all of which were approved by the Company, used in connection with the sale of this annuity, have been provided to the applicant. I have not made any statements that differ from what is stated in this Disclosure Form or the brochure and no promises or assurances have been made about the future value of any non-guaranteed elements of the annuity. I further acknowledge that I have satisfied all annuity suitability and best interest responsibilities for this application.

Producer Name (Please print): _____ **Producer Number:** _____

Fixed Annuity Suitability Questionnaire

Contact Information

Name of Contract Owner(s) (Provide information on annuitant if contract is owned by a non-natural person.)

Owner's Current Age	Joint Owner's Current Age (if applicable)
Name of Product Being Applied For	Approximate Premium

1. Annual Income

Gross Household Income of Contract Owner(s)

- ☐ \$0–\$25,000 ☐ \$25,001–\$50,000 ☐ \$50,001–\$75,000 ☐ \$75,001–\$100,000
☐ \$100,001–\$250,000 ☐ \$250,000–\$500,000 ☐ Greater than \$500,000

2. Financial Experience

Please Check One

- ☐ **Limited:** The proposed contract owner has made limited financial decisions prior to this application with little experience with financial markets and/or credit transactions.
- ☐ **Moderate:** The proposed owner has made previous financial decisions such as a home or automobile loan; credit card use; purchased other annuity contracts or life insurance policies; made a financed purchase; invested in a retirement plan such as a 401(k) or 403(b); purchased or held mutual funds; etc.
- ☐ **Advanced:** The proposed owner has made previous financial decisions including stock or bond purchases and or trades; proposed owner has participated in private placement offerings; proposed owner has participated in advanced financial transactions, etc.

3. Risk Tolerance for This Contract's Funds

Please Check One

- ☐ **Conservative:** Owner has little tolerance for volatility and/or principal loss.
- ☐ **Moderate:** Owner has some tolerance for short-term volatility and/or principal loss.
- ☐ **Aggressive:** Owner has tolerance for and expectations of volatility and principal loss and/or gain

4. Federal Income Tax Bracket

- ☐ 0% ☐ 10% or 12% ☐ 22% or 24% ☐ 32%, 35% or 37%

5. Financial Objectives for this Contract

Check Most Important Objective(s)

- ☐ Income for Today ☐ Income for Life ☐ Guaranteed Interest Rate ☐ Principal Protection
- ☐ Tax Benefits ☐ Pass Along to Benefits ☐ Accumulation ☐ Other: _____

6. Funding of This Annuity

Check All That Apply

- | | | | |
|--|---|---|---|
| ☐ Earnings/Wages | ☐ Cash Value from Life Insurance/Annuity | ☐ Savings/Checking | ☐ Gift |
| ☐ Mutual Fund/Stock/Bond Redemption | ☐ Death Benefit Proceeds | ☐ CD | ☐ Retirement Fund/Rollover |
| ☐ Reverse Mortgage/Home Equity Loan | | | |

7. Initial Surrender Charge Period

_____ Years

8. Financial Time Horizon

- | | | | |
|---|------------------------------------|------------------------------------|-------------------------------------|
| ☐ Less than 1 Year | ☐ 1-3 Years | ☐ 4-6 Years | ☐ 7-10 Years |
| ☐ More than 10 Years | | | |

9. Liquid Net Worth (Including This Annuity)

- | | | | |
|---|---|--|--|
| ☐ Under \$50,000 | ☐ \$50,001-\$100,000 | ☐ \$100,001-\$250,000 | ☐ More than \$250,000 |
|---|---|--|--|

10. Percentage of Liquid Net Worth Represented by this Contract

- | | | | |
|--|----------------------------------|----------------------------------|--|
| ☐ Less than 10% | ☐ 10%-25% | ☐ 25%-50% | ☐ More than 50% |
|--|----------------------------------|----------------------------------|--|

11. Other than the premium in this annuity, will the annuitant have sufficient funds or other assets available to access, without penalty, for living expenses and in case of emergencies?

- | | |
|------------------------------|-----------------------------|
| ☐ Yes | ☐ No |
|------------------------------|-----------------------------|

12. Are any of the following changes anticipated during the surrender charge period of the proposed annuity?

- | | |
|------------------------------|-----------------------------|
| ☐ Yes | ☐ No |
|------------------------------|-----------------------------|

If yes, please explain including the expected changes and amount.

- a. ☐ Significant increase ☐ or decrease in living expenses?

If checked, explain: _____

- b. ☐ Significant increase ☐ or decrease in income?

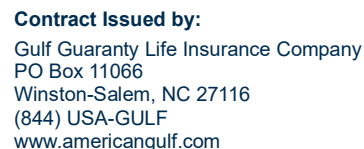
If checked, explain: _____

- c. ☐ Significant increase ☐ or decrease in net worth or liquid assets?

If checked, explain: _____

13. Will this transaction trigger any charges or fees to any existing account, annuity or life insurance policy used to fund the proposed contract?

- | | |
|------------------------------|-----------------------------|
| ☐ Yes | ☐ No |
|------------------------------|-----------------------------|



14. Has the proposed owner replaced or exchanged another life insurance or annuity contract within the past 5 years?

☐ No[illegible]

I attest to this Statement of Understanding. I have completed or reviewed this form and to the best of my knowledge the information provided on the Fixed Annuity Suitability Questionnaire is accurate. I understand the insurer may contact me to verify information provided or to seek further information. My financial professional has reviewed the features and benefits of this purchase as well as any applicable fees and charges associated with this purchase. I acknowledge that my financial professional does not provide legal or tax advice. I believe that the purchase of this annuity contract is suitable for my financial needs and objectives.

Owner Signature	Date
------------------------	-------------

Home Phone Number	Cell Phone Number	Email Address
-------------------	-------------------	---------------

Joint Owner Signature (if applicable)	Date
--	-------------



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Joint Owner Contact Information (if applicable) (at least one is required)

Home Phone Number

Cell Phone Number

Email Address

Producer's Certification

I have made a reasonable effort to obtain information from the proposed owner(s) concerning his/her financial status, objectives and other pertinent information. I have delivered information to the applicant concerning the costs and benefits of the annuity. Based on the facts disclosed by the proposed owner(s), and all information known to me at this time, I have reasonable grounds to believe that the recommendation to purchase or exchange this annuity contract is suitable and that certain features of the annuity will provide benefit. Furthermore, I agree to maintain and make available upon request to the insurer or the insurance commissioner, records of the information collected, including any additional needs analysis forms, and other information used as the basis for this annuity contract recommendation for the number of years required by state laws or regulations. I understand the insurer may contact the proposed owner for additional information.

Producer Name

Producer Signature

Date

Producer Contact Information (at least one is required)

Home Phone Number

Cell Phone Number

Email Address

Notice of Replacement of Life Insurance or Annuities

1. Important Notice

Replacement of Life Insurance or Annuities

(This notice must be signed by the applicant(s) and broker, with the original sent to Gulf Guaranty Life Company and a copy left with the applicant(s).) This form is suitable for the following states: AK, AL, AR, AZ, CO, CT, IA, KY, LA, MD, ME, MO, MS, MT, NE, NH, NJ, NM, OH, OR, RI, SC, TX, UT, VA, VT, WI and WV

You are contemplating the purchase of a life insurance policy or annuity contract. In some cases this purchase may involve discontinuing or changing an existing policy or contract. If so, a replacement is occurring. Financed purchases are also considered replacements.

A replacement occurs when a new policy or contract is purchased and, in connection with the sale, you discontinue making premium payments on the existing policy or contract, or an existing policy or contract is surrendered, forfeited, assigned to the replacing insurer, or otherwise terminated or used in a financial purchase. A financed purchase occurs when the purchase of a new life insurance policy involves the use of funds obtained by the withdrawal or surrender of or by borrowing some or all of the policy values, including accumulated dividends, of an existing policy or contract to pay all or part of any premium or payment due on the new policy. A financed purchase is a replacement.

You should carefully consider whether a replacement is in your best interests. You will pay acquisition costs and there may be surrender costs deducted from your policy or contract. You may be able to make changes to your existing policy or contract to meet your insurance needs at less cost. A financed purchase will reduce the value of your existing policy and may reduce the amount paid upon the death of the insured individual.

We want you to understand the effects of replacements before you make your purchase decision and ask that you answer the following questions and consider the questions on page 2 of this form.

1. Are you considering discontinuing making premium payments, surrendering, forfeiting, assigning to the insurer or otherwise terminating your existing policy or contract?

☐ Yes ☐ No

2. Are you considering using funds from your existing policies or contracts to pay premiums due on the new policy or contract?

☐ Yes ☐ No

3. If you answered "Yes" to either of the above questions, list each existing policy or contract you are contemplating replacing (include the name of the insurer, the insured or annuitant, and the policy or contract number, if available) and whether each policy or contract will be replaced or used as a source of financing:

INSURER NAME

CONTRACT/POLICY
NUMBER

NAME OF INSURED
OR ANNUITANT

REPLACED (R)
OR FINANCING (F)

Make sure you know the facts. Contact your existing company or its agent for information about the old policy or contract. If you request, an in force illustration, policy summary or available disclosure documents must be sent to you by the existing insurer. Ask for and retain all sales material used by the agent in the sales presentation. Be sure that you are making an informed decision.

4. The existing policy or contract is being replaced because _____

REASON FOR REPLACEMENT

2. Acknowledgement

Owner Name

I (We) certify that the responses herein are, to the best of my (our) knowledge, accurate.

Owner Signature	Date
Owner Signature	Date

I (We) do not want this notice read aloud to me (us): _____

Initials

(Applicants must initial only if they do not want the notice read aloud.)

3. Important Replacement Issues

A replacement may not be in your best interest, or your decision could be a good one. You should make a careful comparison of the costs and benefits of your existing policy or contract and the proposed policy or contract. One way to do this is to ask the company or agent that sold you your existing policy or contract to provide you with information concerning your existing policy or contract. This may include an illustration of how your existing policy or contract is working now and how it would perform in the future based on certain assumptions. Illustrations should not, however, be used as a sole basis to compare policies or contracts. You should discuss the following with your agent to determine whether replacement or financing your purchase makes sense.

Policy Value

- Acquisition costs for the old policy may have been paid, and you may incur costs for the new one.
- What surrender charges do the policies have?
- What expense and sales charges will you pay on the new policy?
- Does the new policy provide more insurance coverage?

Insurability

- If your health has changed since you bought your old policy, the new one could cost you more, or you could be turned down.
- You may need a medical exam for a new policy.
- Claims on most new policies for up to the first two years can be denied based on inaccurate statements.
- Suicide limitations may begin anew on the new coverage.

If you are keeping the old policy as well as the new policy

- How are premiums for both policies being paid?
- How will the premiums on your existing policy be affected?
- Will a loan be deducted from death benefits?
- What values from the old policy are being used to pay premiums?

If you are surrendering an annuity or interest sensitive life product

- Will you pay surrender charges on your old contract?
- What are the interest rate guarantees for the new contract?
- Have you compared the contract charges or other policy expenses?

Other issues to consider for all transactions

- What are the tax consequences of buying the new policy?
- Is this a tax-free exchange? (See your tax advisor.)
- Is there a benefit from favorable "grandfathered" treatment of the old policy under the federal tax code?
- Will the existing insurer be willing to modify the old policy?
- How does the quality and financial stability of the new company compare with your existing company?

4. Producer

Producer Name

Copies of any and all "individualized" sales materials, including illustrations related to the specific annuity contract, used in the presentation must be provided to Gulf Guaranty Life Insurance Company.

I certify that: (a) the responses herein are, to the best of my knowledge, accurate; (b) I have left with the applicant(s) copies of all sales materials used in my presentation; and (c) the following preprinted or electronically presented carrier-approved materials were used in my presentation (please list by title and form number)

Producer Signature

Date



1035 EXCHANGE / ROLLOVER / TRANSFER eFORM

Name of Receiving Company

Gulf Guaranty Life Insurance Company

Business Address

Gulf Guaranty Life Insurance Company
4964 University Parkway, Suite 203
Winston-Salem, NC 27106

Mailing Address

Gulf Guaranty Life Insurance Company
PO Box 11066
Winston-Salem, NC 27116

Overnight Address

Gulf Guaranty Life Insurance Company
4964 University Parkway, Suite 203
Winston-Salem, NC 27106

This form can be used to accomplish a **FULL** or a **PARTIAL Exchange** of policies pursuant to Internal Revenue Code (IRC) Section 1035. This form can also be used for **Transfers of Funds and Direct Rollovers**. Complete the requested information concerning the existing policy and contract, check the appropriate boxes, and date and sign this form. Refer to the application, and if applicable, prospectus and any state required forms for additional important disclosures and information. Check with both the receiving and surrendering company for form requirements specific to the transaction that is being initiated.

If you are considering a replacement you have the right to receive information regarding your existing policy or contract values including, if available, an in force illustration, policy summary, premium payment amounts or the product prospectus. If the information is requested your existing company will return the requested information to you within five business days. Contact your existing carrier for additional information.

Complete one form for each surrendering company and contract. Please apply funds to:

New / Existing Contract Number: _____ **Receiving Carrier DTCC #:** _____
(for Money Settlement)

Without this contract number, the funds will be applied to a new contract.

The receiving company may not accept the exchange / rollover / transfer if the funds do not meet its minimum premium requirements.

1. SURRENDERING COMPANY POLICY / ACCOUNT / CONTRACT INFORMATION

Surrendering Company Name (Complete one form for each surrendering company)			Surrendering Company Account / Policy / Contract Number	
Street Address Line 1		Address Line 2		
City	State	Zip	Phone Number	Fax Number
Surrendering Plan Type (Non-Qualified, IRA, Roth IRA, etc.)		Surrendering Product Type (Life, Annuity, CD, MF, Other, etc.)		Estimated Amount of Transfer \$
Owner (First, Middle, Last) / Entity Name				Social Security Number / Tax ID #
Joint Owner Name (First, Middle, Last) - Please confirm the availability of these options with the Receiving Company				Social Security Number
Insured / Annuitant Name (First, Middle, Last) - if other than owner (applies to Life & Annuity products only)				Social Security Number
Joint Insured / Annuitant Name (First, Middle, Last) - Please confirm the availability of these options with the Receiving Co.				Social Security Number
Contingent Annuitant Name (First, Middle, Last) - Please confirm the availability of these options with the Receiving Co.				Social Security Number

2. TRANSFER / ROLLOVER / 1035 EXCHANGE SURRENDERING INSTRUCTIONS

☐ Full ☐ Partial \$ _____ or % _____

☐ **Penalty Free Amount**

(This amount is subject to change based on the product provisions. Please check with the surrendering company to verify the amount)

By executing this form, I authorize the full or partial liquidation of my existing contract or account in accordance with the sections completed above. I hereby instruct the parties to process that liquidation:

☐ **As soon as possible after receipt of all necessary forms** ☐ **On a specific date:** _____

I / We also understand it is my / our responsibility to confirm with the surrendering company their processing guidelines to selecting a specific transfer date.

3. DISCLOSURES / ACKNOWLEDGMENTS

- I. I fully assign and transfer all claims, options, privileges, rights, title and interest to either all of the life insurance policy, all of the annuity contract or part of the annuity contract value identified in the Contract Information section on page 1 to the receiving company. The sole purpose of this assignment is to effect a tax-free exchange under Section 1035(a) of the Internal Revenue Code. All of the powers, elections, appointments, options and rights I have as owner of the contract, including the right to surrender, are now exercisable by the receiving company. Simultaneous with a full assignment, I also revoke all existing beneficiary designations under the Assigned Policy. Other than the above mentioned owner, no person, firm, or corporation other than myself and the insurer that issued the above numbered policy, has an interest in said policy. No proceedings in insolvency or bankruptcy have been instituted by or against me. I understand that the receiving company intends to surrender the contract for the cash value; or if this is a partial exchange, the portion assigned, subject to its terms and conditions, and to use the proceeds as the purchase payment for the new contract to be issued by the receiving company. I authorize the surrendering company to send the proceeds directly to the receiving company and understand that fees and surrender charges may apply. This exchange is subject to acceptance by the receiving company. Neither the receiving company nor the surrendering company is liable or responsible for changes in market value that may occur after the surrendering company has processed the transaction and before the proceeds are received by the receiving company in good order and allocated to the new contract. Prior to the date of receipt of the proceeds by the receiving company, no value will accrue or be earned on the receiving company contract.
- II. If this is a partial exchange, I understand that it is subject to Revenue Ruling 2003-76, which dictates how much of the original contract's cost basis must be allocated to the new contract. The cost basis should be allocated ratably between the two contracts based on the percentage of the value retained in the original contract and the percentage of the value transferred to the new contract. For example, if the contract value is \$100,000 and basis is \$50,000, and I assign 30% for a partial exchange, then \$15,000 (30% of \$50,000) of the basis would be applied to the new contract. I understand that the IRS has raised concerns about annuity contract owners using partial exchanges to avoid income tax, and I certify that I am not entering into this transaction for the purpose of reducing or avoiding income tax or the 10% penalty tax for early withdrawals.
- I expressly represent that the sole purpose is to effect a partial 1035 exchange of an annuity contract. However, I acknowledge that Revenue Procedure 2011-38 states that withdrawals from annuitization, taxable owner or annuitant changes, or surrenders, other than an amount received as an annuity for a period of 10 years or more or during one or more lives, of either the original contract or the new contract during the 180 day period following the partial exchange, may affect the tax free status of the partial exchange.
- Note: Other exceptions may apply and a subsequent direct transfer of all or a portion of either contract involved in the exchange could have tax and tax reporting consequences. Please consult your tax advisor. Please confirm with the carrier if they will support partial 1035 exchanges.
- I acknowledge that the receiving company has made no representations concerning any tax treatment of this transaction. I understand that the receiving company has neither responsibility nor liability for the validity of this transaction or for my treatment under Section 1035(a) of the Internal Revenue Code or otherwise. Therefore, I agree to release and hold harmless the receiving company and its agents from any and all liability arising from, relating to, or in connection with, the taxation of a partial exchange of the above listed contract. I authorize the receiving company and the surrendering institution to share information necessary to maintain accurate records of the annuity cost basis and to ensure proper withholding and tax reporting. I have been directed to consult my tax or legal advisor before proceeding.
- III. I authorize the receiving company to rely upon the cost basis information provided by the surrendering company, but agree that the receiving company will assume no responsibility for determining or verifying cost basis. If cost basis is not provided, I acknowledge that more restrictive or less beneficial tax rules may apply to the amounts transferred. I acknowledge that the receiving company provides this form and participates in this transaction as an accommodation to me. The receiving company does not give tax or legal advice on the tax consequences for replacing one contract for another, and assumes no responsibility or liability for the validity of this assignment or for the tax treatment of this exchange under IRC Section 1035(a) or other laws or regulations.
- IV. I agree that if the receiving company, in its sole discretion, determines that it is unlikely to receive timely payment of the full contract cash surrender values, the receiving company may reassign ownership of the policy/contract back to me.
- V. RETURN OF LIFE INSURANCE POLICY OR ANNUITY CONTRACT - Does not apply to partial 1035 exchanges on annuity contracts. Unless the surrendering company's policy or contract is attached, I affirm that the policy or contract has been destroyed or lost and that reasonable effort has been made to locate it. To the best of my knowledge no one else has any right, title or interest in the contract, nor has it been assigned, pledged or encumbered, unless this is a life insurance policy with a loan to carry forward.
- VI. MAXIMUM ISSUE AGE DISCLOSURE - An annuity contract may not be issued should the funding requirements be received after reaching maximum issue age for the annuity contract applied for. If the funds are received after the maximum issue age, the contract may be rejected and the funds returned to their original source. The surrendering company may or may not take the funds back, which could result in a taxable event.
- VII. NON-QUALIFIED TRANSFER OF FUNDS (NON 1035 EXCHANGE) - The receiving company will apply all such funds received to an annuity contract issued to me. I understand that the receiving company assumes no responsibility for tax treatment of this matter and I shall be responsible for payment of all federal, state and local taxes incurred with respect to the liquidation of such account. I acknowledge that the earnings credited under the annuity contract will begin to accrue when the receiving company receives these proceeds and all other necessary paperwork in good order. For index annuities, fixed account interest under the annuity contract will begin to accrue on the next Issue Day.
- VIII. TRANSFER / EXCHANGE OF FUNDS INTO A TSA/403(B) - The TSA/403(b) owner / participant's employer or employer's third-party administrator must authorize and sign this transfer request in Section 5.
- Authorization for a TSA/403(b) transfer / exchange to a TSA/403(b): This request is for the direct transfer / exchange of non-ERISA funds from the TSA/403(b) (annuity contract) or 403(b)(7) (custodial account) identified in Section 1 of this form to a TSA/403(b) (annuity contract) established on my behalf by the receiving company. I hereby agree to surrender my interest as indicated above and authorize the receiving company to take whatever action necessary to effect this transfer / exchange. I acknowledge that the transferred / exchanged funds shall be subject to the more stringent restrictions on distributions found in either the predecessor annuity contract or the receiving annuity contract. I intend this transaction to be a 403(b) transfer / exchange of funds pursuant to IRC section 403(b) and the final regulations. The transfer / exchange is to be executed from financial institution to financial institution in such a manner that it will not place me in actual or constructive receipt of all or any part of the transferred / exchanged funds. Because this transaction constitutes a direct rollover / transfer / exchange of funds and not a distribution, withholding does not apply. (Provide the receiving company with any records or documents they may request with respect to this transfer / exchange.)
- IX. The IRS has provided limited guidance on the tax consequences of transferring a life insurance policy with values less than the investment in the contract to a new or existing annuity contract. If the owner surrenders the newly acquired annuity contract, it's not clear whether the annuity losses are fully deductible against ordinary income or deductible as a miscellaneous deduction subject to a limitation of 2% of adjusted gross income (AGI). If the IRS views the two transactions as a single integrated transaction, they could consider it a step transaction and successfully disallow the losses as a tax deduction.

4. TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

Under penalties of perjury, I certify that:

1. The number on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. person (including a U.S. resident alien).

☐ Check this box if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

4. I am exempt from Foreign Account Tax Compliance Act (FATCA) reporting.

5. SIGNATURES

This transfer request also authorizes the receiving and surrendering company to request information on the status of this transfer or exchange by phone or in writing. By signing below, I represent that the responses herein are, to the best of my knowledge, accurate and I have read the DISCLOSURES / ACKNOWLEDGMENTS section on page 2 the ACORD 1035 Exchange / Rollover / Transfer Form.

The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to avoid backup withholding.

Signature Guarantee (if applicable)	<table style="width: 100%; border-collapse: collapse;"><tr><td style="border-bottom: 1px solid black; width: 70%;"></td><td style="border-bottom: 1px solid black; width: 30%; text-align: right;">Date (mm/dd/yyyy)</td></tr><tr><td style="padding-top: 5px;">Signature of Owner / Plan Administrator / Trustee / Custodian</td><td></td></tr><tr><td style="border-bottom: 1px solid black;"></td><td style="border-bottom: 1px solid black; text-align: right;">Date (mm/dd/yyyy)</td></tr><tr><td style="padding-top: 5px;">Signature of Joint Owner / Co-Trustee (if applicable)</td><td></td></tr><tr><td style="border-bottom: 1px solid black;"></td><td style="border-bottom: 1px solid black; text-align: right;">Date (mm/dd/yyyy)</td></tr><tr><td style="padding-top: 5px;">Signature of Insured / Annuitant (if applicable)</td><td></td></tr><tr><td style="border-bottom: 1px solid black;"></td><td style="border-bottom: 1px solid black; text-align: right;">Date (mm/dd/yyyy)</td></tr><tr><td style="padding-top: 5px;">Signature of Irrevocable Beneficiary (if applicable)</td><td></td></tr><tr><td style="border-bottom: 1px solid black;"></td><td style="border-bottom: 1px solid black; text-align: right;">Date (mm/dd/yyyy)</td></tr><tr><td style="padding-top: 5px;">Signature of Spouse (Required in AZ, CA, ID, LA, NV, NM, TX, WA and WI only) (if applicable)</td><td style="border-bottom: 1px solid black; text-align: right;">Date (mm/dd/yyyy)</td></tr></table>		Date (mm/dd/yyyy)	Signature of Owner / Plan Administrator / Trustee / Custodian			Date (mm/dd/yyyy)	Signature of Joint Owner / Co-Trustee (if applicable)			Date (mm/dd/yyyy)	Signature of Insured / Annuitant (if applicable)			Date (mm/dd/yyyy)	Signature of Irrevocable Beneficiary (if applicable)			Date (mm/dd/yyyy)	Signature of Spouse (Required in AZ, CA, ID, LA, NV, NM, TX, WA and WI only) (if applicable)	Date (mm/dd/yyyy)
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Signature of Spouse (Required in AZ, CA, ID, LA, NV, NM, TX, WA and WI only) (if applicable)	Date (mm/dd/yyyy)																				

FOR TSA/403(b) TO TSA/403(b) TRANSFERS/EXCHANGES ONLY - EMPLOYER/THIRD PARTY ADMINISTRATOR SIGNATURE

By signing below, I am acknowledging that I have reviewed this direct transfer / rollover / exchange request and that it is authorized and approved under the employer's 403(b) plan under IRC section 403(b) and the final regulations.

- a) I am authorizing this transfer / rollover request.
- b) I am confirming that there is an information sharing agreement in place with the receiving company under the IRC section 403(b) regulations.
- c) All information provided on this form is accurate.

Print Name of Employer or Third Party Administrator	Title of Employer or Third Party Administrator
Signature of Employer or Third Party Administrator	Date (mm/dd/yyyy)

6. SIGNATURES (For the receiving company's use only)

6 A. ACCEPTANCE OF 1035 EXCHANGE / TRUSTEE TRANSFER / DIRECT ROLLOVER

By signature of an authorized officer below, the receiving company accepts assignment of all (or a portion of the assets if this is a partial exchange) to the above contract for purposes of complying with the client's intention of effecting a nontaxable exchange under IRC Section 1035. Please issue payment payable to the receiving company, the owner of the contract, for the full cash surrender value of the contract or a portion if it is a partial surrender.

For Trustee Transfers / Direct Rollovers from Tax-Qualified Accounts / Contracts:

The receiving company will deposit funds received into a: _____

6 B. eCONSENT AND ACKNOWLEDGMENT (Applies to eSignature Transactions Only)

To the extent the receiving company has obtained electronic signatures to effectuate the transaction(s) set forth in this form, the receiving company, by the below signature of its authorized officer, hereby represents and warrants to the surrendering company that:

- a. This form has been completed using an electronic system that has an integrated e-signature capability;
- b. All consumer consents have been obtained under, and this form was signed using an e-signature process that complies with, all applicable federal and state e-signature requirements, including, but not limited to, the federal E-Sign Act, and the applicable states' versions of the Uniform Electronic Transactions Act;
- c. It shall indemnify, defend, and hold harmless the surrendering company from and against all losses, costs, liabilities, claims, threatened claims, demands, suits, obligations, expenses, judgments, and damages, including, but not limited to, reasonable attorneys' fees and witness' fees, arising from or related to: (i) the receiving company's breach of the warranties set forth in (a) and/or (b) above; (ii) a liability imposed by any municipal, state or federal governmental body relating to the receiving company's violation of an applicable e-signature law or regulation; and (iii) the receiving company's gross negligence, willful misconduct or illegal acts, including, but not limited to, claims that the e-signatures obtained on this form by the receiving company are invalid or were improperly obtained; provided, however, that (x) the surrendering company shall provide the receiving company of prompt written notice of any claim that the surrendering company believes falls within this scope of this paragraph, and (y) the surrendering company shall not settle any claim that adversely affects any rights of the receiving company without the receiving company's prior written consent; and
- d. It shall promptly provide to the surrendering company and/or its designee(s) any and all information in the receiving company's possession (or within the receiving company's reasonable control) as may be necessary to evidence the validity of the electronic signatures that were obtained to effectuate the transaction(s) set forth in this form.

Print Name of Authorized Officer	Title of Authorized Officer
Signature of Authorized Officer (if applicable - may not be required if LOA is used)	Date (mm/dd/yyyy)
