

Authorization to initiate a 1035 Exchange or Transfer Funds

Guggenheim Life and Annuity Company Contract Number (to be completed by home office): _____

1. Current Financial Institution Information

Company Name: _____

Contract/Policy/Account Number: _____

Address: _____

City: _____ State: _____ Zip Code: _____ Company Phone Number: _____

2. Current Owner/Annuitant Information

Owner Name: _____ Social Security Number: _____

Address: _____

City: _____ State: _____ Zip Code: _____ Owner's Phone Number: _____

Joint Owner Name: _____ Social Security Number: _____

Annuitant Name: _____ Social Security Number: _____

Joint Annuitant Name: _____ Social Security Number: _____

3. Existing Plan Type (check one)

Non-Qualified Traditional IRA Roth IRA SEP IRA Inherited Beneficiary IRA SIMPLE IRA

Qualified Retirement Plan (specify type: 401, Pension, PSP, 403(b))¹ _____

¹Qualified plans, such as 401(k) and pension plan, generally require their own withdrawal paperwork. Clients should contact their former employer to initiate the transfer.

4. Existing Type of Investment (check one)

If the assets being transferred are currently held in an annuity contract or life insurance policy, state replacement forms may be required in order to be compliant with your state's replacement regulations.

Annuity Life Insurance Certificate of Deposit (CD) Brokerage Account² Mutual Funds² Money Market

²Contact financial institution to liquidate the account prior to submitting transfer paperwork for securities.

5. Transaction Type (check one)

Non-Qualified Exchange:

1035 Exchange – Surrender of a non-qualified policy/contract for the purchase of another non-qualified contract under Sec. 1035 of the Internal Revenue Code. Registration of owner must be "like for like" with the same ownership.

Cost Basis Requested: In accordance with the Tax Equity and Fiscal Responsibility Act of 1982, furnish a statement to the replacing company and the former contract holder of the cost basis of the contract or policy.

Liquidation of Non-Qualified Account

Qualified Exchange:

- Direct Rollover – This amount represents all or part of my eligible rollover distribution. I understand there will be no mandatory 20% withholding from this distribution because it is a direct rollover to an eligible retirement plans as defined under applicable tax law. Liquidate any stocks, bonds, CDs, mutual funds, money market accounts or other securities.
- Direct Transfer – Surrender of a qualified account established under Sec. 402 or 408 of the Internal Revenue Code for reinvestment in a qualified annuity contract established under the same section of the Internal Revenue Code.

Required Minimum Distribution status for current tax year: (check one)

- RMD has already been satisfied.
- RMD has not been satisfied. Please process prior to transfer.
- Process RMD prior to issue at Guggenheim Life.

Roth IRA Conversion

6. Transfer Instructions (check one)

Request to transfer or liquidate:

- Full Transfer/Liquidation
- Partial Transfer/Liquidation (please indicate the amount of percentage to be transferred) \$_____ or %_____

Transfer or liquidation effective:

- Immediately
- On maturity/liquidation date: _____

7. Lost Contract Statement (check one)

- Contract is attached or enclosed
- Certification of lost contract – I/We certify that the above numbered contract has been lost or destroyed, and to the best of my/our knowledge and belief, is not in anyone's possession.

8. Tax Withholding Election (check one)

Even if you elect not to have federal income tax withheld, you are liable for payment of federal income tax on the taxable portion of your surrender. You also may be subject to tax penalties under estimated tax payment rules if your payments of estimated tax and withholding, if any, are not adequate and you may be subject to additional tax penalties if you are under age 59 ½.

- I do want federal income tax withheld from my surrender \$_____ or %_____.
- I do not want federal income tax withheld from my surrender.

9. Assignment of Ownership

I/We, the undersigned, hereby state that I/we am/are the owner of the life insurance, endowment, account or annuity contract identified above. For the purpose of making an Internal Revenue Code Section 1035 Exchange of insurance or annuity contract, or direct transfer of a qualified account, I/We hereby absolutely assign and transfer all rights, benefits, interests and property I/we have in the above identified contract/ account to the assignee identified above (hereafter "the Company"). This assignment and exchange is conditioned upon the decision by the Company to issue, on the basis set forth in the application, an annuity contract. After acceptance of the application by the Company, this assignment will become absolute and the Company will issue to me an annuity contract in exchange for the partial or full and complete surrender of the above listed contact and that the cash surrender value will be applied as a premium on the contract issued to me by the Company. The Company assumes no liability for any delay by the other Company in processing the assignment of ownership, the request for surrender or the payment of the cash surrender value. I/we understand that the Company will request the immediate surrender of the contract being assigned to them as part of the Section 1035 Exchange or Transfer. If I/we elect to refuse the policy issued by the Company under the "free-look" provision, I/we recognize that the assigned contract may have already been surrendered for its cash surrender value. If I/we refuse the policy under the "free-look" the Company has no liability beyond the return of the cash surrender value of the assigned contract directly to the original source of the funds received.. If no premium is paid with the application, coverage under the new policy issued by the Company becomes effective when coverage under the existing policy identified above ceases because the other insurer has processed the Company's request for surrender. I/we certify that no proceeding in bankruptcy or insolvency, voluntary or involuntary, is pending against me/us.

10. Acknowledgements and Authorizations

I am aware of any surrender/withdrawal penalties that may apply, and I authorize the transaction in doing so described above.

The undersigned represents and agrees that the Company is participating in this transaction at the undersigned’s specific request and as an accommodation to the undersigned. It is further agreed that neither the Company, nor the officer, employee, agent, or any person acting on behalf of the Company warrants or represents the income tax consequences of this transaction I/we have been advised by the Company, and/or its officers, agents, employees, or persons acting on the Company’s behalf, that I/we should consult my/our own tax advisor regarding the tax consequences of this transaction. I/we have not relied on the Company or any agent of the Company for any tax advice.

I/we agree to release, indemnify, and hold harmless Guggenheim Life and Annuity Company and its directors, officers, employees, agents, parents subsidiaries, and affiliates, and their directors, officers, employees, and agents as transfer agent from and against any and all claims, liabilities, damages, costs, charges and expenses, including reasonable attorney fees, sustained or incurred by reason of any claim, litigation, arbitration or other proceeding arising as a result of Guggenheim Life’s transfer of the above-referenced funds at my/our request.

Without limiting the foregoing, I/we specifically acknowledge and agree that Guggenheim Life shall not be responsible for any loss due to market fluctuations which I/we incur as a result of any delay in the transfer of such funds and acknowledge and agree that it is my/our responsibility to request the transferring company to transfer these funds to the fixed or general account of the annuity from which the exchange is being made pending the processing and completion of this request.

Signature of Owner Date

Signature of Joint Owner Date

Signature of Spouse Date
(Required in AK, AZ, CA, ID, LA, NM, NV, TX, WA, WI)

Please make check payable to:

Guggenheim Life and Annuity Company FBO:

Signature Guarantee
For requesting securities at the transferring company, if required

11. To Be Completed By Guggenheim Life and Annuity Company

ACCEPTANCE: This is to certify that the above individual has established a:

- Tax-Qualified Annuity Non-Qualified Annuity

The authorized signature below certifies acceptance of the assignment and surrender or transfer of funds as instructed in this request. After deducting any sums as are permitted under the plan, please complete this transaction and send a check with a copy of this form to:

GUGGENHEIM LIFE AND ANNUITY COMPANY / Issuer / Assignee

By: _____

Signature / Title

Date

Note: Doing business as Guggenheim Life and Annuity Insurance Company in California