

Heartland National Life Insurance Company Home Office Address: PO Box 11466 Winston-Salem, NC 27116 Telephone: (888) 616-0015 Fax: (336) 579-2461

1. Annuitant (Joint Annuitants are not permitted):

Name		SSN/TIN		Date of Birth (mm/dd/yyyy)	
Address			City		State
E-Mail Address			Phone		Gender <input type="checkbox"/> Male <input type="checkbox"/> Female

2. Owner (If Other Than Annuitant):

Name		
Address		
City	State	Zip
Phone		
E-Mail Address		
Mailing Address (if different from above)		
City	State	Zip
SSN/TIN		Relationship to Annuitant
Date of Birth (mm/dd/yyyy)		Gender <input type="checkbox"/> Male <input type="checkbox"/> Female

3. Joint Spousal Owner (If Any), WROS:

Not Available for Qualified Funds

Name		
Address		
City	State	Zip
Phone		
E-Mail Address		
SSN/TIN		Relationship to Annuitant
Date of Birth (mm/dd/yyyy)		Gender <input type="checkbox"/> Male <input type="checkbox"/> Female

4. Plan/Riders Applied For (Please Check One):

<input type="checkbox"/> Secure Rate 3	<input type="checkbox"/> Secure Rate 5	<input type="checkbox"/> Secure Rate 7	<input type="checkbox"/> Secure Rate 10
<input type="checkbox"/> 5% Free Withdrawal Rider		<input type="checkbox"/> Enhanced Benefit Rider	

5. Beneficiaries: If joint owners are named, on the death of either joint owner the surviving joint owner will become the sole primary beneficiary, and the beneficiaries listed below will be considered contingent beneficiaries (unless otherwise requested in the Special Requests section).

Primary	%	Relationship	SSN/TIN	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female
Primary	%	Relationship	SSN/TIN	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female
Primary	%	Relationship	SSN/TIN	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female
Primary	%	Relationship	SSN/TIN	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female

Contingent	%	Relationship	SSN/TIN	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female
Contingent	%	Relationship	SSN/TIN	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female
Contingent	%	Relationship	SSN/TIN	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female
Contingent	%	Relationship	SSN/TIN	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female

6. Premium and Tax Qualification Status:

<input type="checkbox"/> NON-QUALIFIED <input type="checkbox"/> Cash with Application <input type="checkbox"/> 1035 Exchange	<input type="checkbox"/> QUALIFIED <input type="checkbox"/> Cash with Application <input type="checkbox"/> Transfer <input type="checkbox"/> Rollover	Select one option to indicate how this contract should be issued [<input type="checkbox"/> IRA <input type="checkbox"/> SEP <input type="checkbox"/> Roth IRA]
Cash submitted with application \$ _____ If a 1035 Exchange, Rollover or Transfer is occurring, the expected premium amount \$ _____ Agent-ordered funds (estimated amount) \$ _____		

7. Owner Replacement Questions (Required for All Applications)

(1) Do you have any existing life insurance policies or annuity contracts with Heartland National Life Insurance Company or any other insurance company? Yes No

(2) Is this Application intended to replace or change any life insurance or annuity contract with Heartland National Life Insurance Company or any other company? Yes No

Change means causing a policy or contract to lapse, surrender (in whole or part), forfeit, terminate, convert to reduce paid up or continue as extend term insurance, reduce in value by borrowing against it or change the term or coverage benefits.

<u>Company Name of Policy/Contract Being Replaced</u>	<u>Policy/Contract Number</u>

If "Yes", please sign the Replacement form.

8. Application Completed At:

City _____ State _____

This _____ day of _____, 20____.

Application is hereby made for the Annuity described herein. The foregoing statements are correct to the best knowledge and belief of the person(s) signing this application. It is agreed that such statements shall form the basis of an Annuity issued by the company and that such Annuity, together with this application, shall constitute the entire contract between the company and the person(s) signing this application. A 10% IRS penalty may apply on amounts withdrawn before the owner reaches age 59½. If the Annuity for which application is being made is a Market Value Adjusted fixed annuity, the person(s) signing this application understand that withdrawals from the Annuity may be subject to a market value adjustment in addition to any applicable surrender charges.

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.

X	X
<u>Signature of Owner</u>	<u>Signature of Joint Owner (If Any)</u>

9. Agent's Report:

Method of Deliver of Annuity
 Delivery by Mail to Owner Agent

Do you have knowledge or reason to believe that replacement of existing life insurance policies or annuity contracts may be involved? Yes No

If "Yes", please sign the Replacement form.

Agent Name (Please Print) _____	Agent Number _____
Signature of Agent _____	State License Number if Required _____

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

Agent Name	Agent Number	Agent Phone/Email	Split %

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Description

Secure Rate is a Single Premium Deferred Annuity designed to accumulate money for retirement. It is suitable for use as an IRA or as an attractive alternative to CDs and other taxable vehicles. (Not available as 403(b) or SIMPLE IRA.) You can start your **Secure Rate** annuity with a **minimum premium of \$5,000**.

How Interest is Credited

Interest is credited at an initial interest rate guaranteed for the Initial Guarantee Period you select. **Your** interest is compounded daily to yield our declared annual interest rate. At the end of the Initial Guarantee Period, the Owner will be allowed to withdraw their Accumulation Value. If they elect not to, a new Guarantee Period will begin automatically.

Policy Values

Your Accumulated Value is 100% of the premium paid and earned interest, less any partial withdrawals. The Cash Surrender Value is the Accumulated Value less any applicable surrender charges and Market Value Adjustment (MVA). The death benefit is the Accumulation Value. The Accumulated Value will be reduced for any applicable premium tax.

Liquidity

After the contract has been in force for thirty (30) days, you may withdraw a portion of your policy value by making a partial surrender. **All partial surrenders (including required minimum distributions from qualified retirement accounts) will be reduced by any applicable surrender charges and MVA.** The amount of a partial surrender must be at least one hundred dollars (\$100). The remaining Accumulated Value after any partial surrender must be at least two thousand dollars (\$2,000). A 10% IRS penalty may apply to all amounts withdrawn before the owner reaches age 59½.

Market Value Adjustment (MVA)

The Market Value Adjustment is an amount by which we adjust the Accumulation Value. An MVA will apply to a full surrender or to a partial withdrawal during the Guarantee Period. The MVA may increase or decrease your Accumulation Value, depending on whether interest rates* have fallen or risen from the time of purchase. If interest rates have declined, your Accumulated Value could be higher. If interest rates have increased, your Accumulated Value could be lower. Assets subject to MVA are not held in a separate account.

* The ICE BofA BBB US Corporate Index Effective Yield is used to measure changes in interest rates.

Payout Options

There is a wide range of annuity settlement options from which you may choose, including: life only, life with 10 years certain, and fixed period payments. A customized payout option may be tailored to meet your specific needs.

If you elect to annuitize non-qualified money, generally only a portion of each payment is taxable because a part of each payment is a return of your premium.

Secure Rate Advantages

Tax Deferred - Your annuity grows much faster than alternative vehicles because:

- You earn interest on your principal.
- You earn interest on your interest.
- You earn interest on the money you would otherwise pay in taxes.
- You don't pay tax on interest until you take it out.

Other Important Features - Your money is never subject to stock market risk. You pay no front-end sales charges or annual maintenance fees. 100% of your money is always earning interest for you (state premium taxes may be deducted, if applicable).

IMPORTANT: SURRENDER CHARGES										
Year	1	2	3	4	5	6	7	8	9	10
Secure Rate 3	9.0%	8.0%	7.0%							
Secure Rate 5	9.0%	8.0%	7.0%	6.0%	5.0%					
Secure Rate 7	9.0%	8.0%	7.0%	6.0%	5.0%	4.0%	3.0%			
Secure Rate 10	9.0%	8.0%	7.0%	6.0%	5.0%	4.0%	3.0%	2.5%	1.5%	0.9%

Surrender Charges apply during each Interest Rate Guarantee Period and vary based on the amount of time that has elapsed since the beginning of the current Interest Rate Guarantee Period.

Please Select and Sign Below

I am applying for a **Secure Rate** annuity with the Initial Guarantee Period indicated below:

- | | |
|--|--|
| <input type="checkbox"/> Secure Rate 3 ____% for 3 yr | <input type="checkbox"/> Secure Rate 7 ____% for 7 yrs |
| <input type="checkbox"/> Secure Rate 5 ____% for 5 yrs | <input type="checkbox"/> Secure Rate 10 ____% for 10 yrs |

<u> X </u> Owner's Signature	<u> X </u> Joint Owner's Signature (if any)
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<u> X </u> Owner's Name	<u> X </u> Joint Owner's Name (if any)
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<u> X </u> Agent's Signature	<u> X </u> Date
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 X
Agent's Name (please print)

All Sections of this form must be fully completed.

SECTION 1: PERSONAL INFORMATION

	Owner	Spouse (if any)
Full Name		
Current Age		
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> Male <input type="checkbox"/> Female
Employment Status	<input type="checkbox"/> Retired <input type="checkbox"/> Work Full-Time <input type="checkbox"/> Work Part-Time	<input type="checkbox"/> Retired <input type="checkbox"/> Work Full-Time <input type="checkbox"/> Work Part-Time
Current Occupation		
Dependents (number and ages)		

SECTION 2: FINANCIAL INFORMATION OF OWNER

Annual Household Income	\$
Source of Income	
Income Tax Bracket (Federal & State)	%
Total Assets (Total Liquid and Non-Liquid Assets prior to purchase of this annuity)	\$
Total Liquid Assets (All assets that are readily convertible to cash after the purchase of this annuity)	\$
Total Outstanding Debt	\$

SECTION 3: FINANCIAL SITUATION AND NEEDS OF OWNER

Does your income cover all of your living and medical expenses? Yes No

If no, please explain:

Do you expect changes in your living expenses? Yes No

If yes, please explain:

Do you anticipate changes in your out-of-pocket medical expenses? Yes No

If yes, please explain:

Is your income sufficient to cover future changes in your living and out-of-pocket medical expenses during the surrender charge period? Yes No

If no, please explain:

Do you have an emergency fund for unexpected expenses? Yes No

If no, please explain:

What other investments do you currently own? (Check all that apply)

- Stocks
- Bonds
- Mutual Funds
- Personal Business
- Options
- Real Estate
- Partnerships
- Other: _____

Please describe your risk tolerance:

- Conservative
- Moderately Conservative
- Moderate
- Moderately Aggressive
- Aggressive

SECTION 4: THIS PRODUCT PURCHASE

Reason(s) for purchasing this product: (Check all that apply)

- Asset accumulation
- Tax deferred growth
- Immediate income
- Future retirement income
- Guaranteed interest rate
- Transfer to heirs
- Safety of principal
- Other: _____

Do you plan to withdraw any portion of the funds in this product during the surrender charge period? Yes No

If yes, please explain:

When do you anticipate needing access to these funds?

- 0-2 years from now
- 3-4 years from now
- 5-6 years from now
- 7-8 years from now
- 9 or more years from now

Source of funds used to purchase this product (Check all that apply)

- CD/Savings/Checking
- Inheritance
- Current income
- Liquidation of assets
- Death benefit proceeds
- Qualified plan distribution
- Cash value from existing annuity
- Rollover/transfer from qualified account
- Other: _____

SECTION 5: EXISTING ACCOUNT INFORMATION

Do you plan to use funds from an existing life or annuity policy to purchase this product?

- Yes (complete the rest of section 5)
- No (go to section 6)

How long has the life insurance or annuity been in force?

_____ years

Is there a surrender charge on the existing product?

- Yes What is the current charge? _____%
When will it expire? _____
- No

What type is the existing product?

- Life Insurance

Annuity: Fixed Variable Equity Indexed
_____ %

What interest rate is currently being credited to the existing product?

Please describe any expected change(s) to this rate in the additional information section below.

If the existing product is a tax-qualified annuity, are you taking Required Minimum Distributions from it?

- Yes
- No

Not Required due to age

If the existing product is an annuity, are you taking any other periodic distributions from the existing annuity?

- Yes Describe: _____
- No

SECTION 6: OTHER

Which, if any, of the following persons assisted you in your decision to purchase this product? (Check all that apply)

- None, Accountant, Attorney, Family Member, Financial Planner, Other (please specify):

Please enter any additional relevant information to be considered in determining suitability of this product:

SECTION 7: OWNER'S ACKNOWLEDGEMENT

To the best of my/our knowledge, the information provided in this questionnaire is accurate. I/we understand that a life insurance or annuity is a long term investment and my/our agent has reviewed the features and benefits of this product as well as any applicable fees and surrender charges with me/us. I/we believe that the purchase of this product is suitable for my/our financial needs and objectives.

I/we have been provided with and read a product disclosure statement that discloses the surrender charge period and the surrender charge percentages for this contract. Yes No

Owner's Signature Date Print Name

Joint Owner Signature (if any) Date Print Name

SECTION 8: AGENT'S ACKNOWLEDGEMENT

Based on the facts disclosed by the proposed owner and joint owner, I have reasonable grounds for believing that the recommendation for the purchase or exchange of the product is suitable. I agree to maintain the information collected and used as the basis for this recommendation for a period of at least five (5) years and make it available upon request to the Company or the insurance commissioner.

During the solicitation of this product, I did did not use any sales materials other than pre-printed product brochures and other material provided by the Company. I certify that the applicant was given a copy of the applicable product brochure and disclosure form. I have attached to this form any and all supplementary information used in the solicitation of this product.

Agent's Signature Date Print Name

Notice of Replacement of Life Insurance or Annuities

(This notice must be signed by the owner and agent, with the original sent to Heartland National Life Insurance Company and a copy left with the owner.)

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 of 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	Insured/Annuitant	Replace (R)/Finance (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.

The existing policy or contract is being replaced because _____
Reason for replacement

I certify that the responses herein are, to the best of my knowledge, accurate.

Owner's Signature	Date	Print Name
Joint Owner's Signature	Date	Print Name
Agent's Signature	Date	Print Name

I do not want this notice read aloud to me: ____ (Owner must initial only if they do NOT want the notice read aloud.)

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.

Premiums	<ul style="list-style-type: none"> Are they affordable? Could they change? You're older—are premiums higher for the proposed new policy? How long will you have to pay premiums on the new policy? On the old policy?
Policy values	<ul style="list-style-type: none"> New policies usually take longer to build cash values and to pay dividends. Acquisition costs for the old policy may have been paid, you will 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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	<ul style="list-style-type: none"> 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?

INSURANCE AGENT (PRODUCER) DISCLOSURE FOR ANNUITIES
Do Not Sign Unless You Have Read and Understand the Information in this Form

Date: _____

INSURANCE AGENT (PRODUCER) INFORMATION (“Me”, “I”, “My”)

First Name: _____ Last Name: _____

Business\Agency Name: _____ Website: _____

Business Mailing Address: _____

Business Telephone Number: _____

Email Address: _____

National Producer Number in _____: _____
(State)

CUSTOMER INFORMATION (“You”, “Your”)

First Name: _____ Last Name: _____

What Types of Products Can I Sell You?

I am licensed to sell annuities to You in accordance with state law. If I recommend that You buy an annuity, it means I believe that it effectively meets Your financial situation, insurance needs, and financial objectives. Other financial products, such as life insurance or stocks, bonds and mutual funds, also may meet Your needs.

I offer the following products:

- Fixed or Fixed Indexed Annuities
- Variable Annuities
- Life Insurance

I need a separate license to provide advice about or to sell non-insurance financial products. I have checked below any non- insurance financial products that I am licensed and authorized to provide advice about or to sell.

- Mutual Funds
- Stocks/Bonds
- Certificates of Deposits

Whose Annuities Can I Sell to You?

I am authorized to sell:

<input type="checkbox"/> Annuities from Only One (1) Insurer	<input type="checkbox"/> Annuities from Two or More Insurers
<input type="checkbox"/> Annuities from Two or More Insurers although I primarily sell annuities from: _____	

How I'm Paid for My Work:

It's important for You to understand how I'm paid for my work. Depending on the particular annuity You purchase, I may be paid a commission or a fee. Commissions are generally paid to Me by the insurance company while fees are generally paid to Me by the consumer. If You have questions about how I'm paid, please ask Me.

Depending on the particular annuity You buy, I will or may be paid cash compensation as follows:

- Commission, which is usually paid by the insurance company or other sources. If other sources, describe: _____
- Fees (such as a fixed amount, an hourly rate, or a percentage of your payment), which are usually paid directly by the customer.
- Other (Describe): _____.

If You have questions about the above compensation I will be paid for this transaction, please ask me.

I may also receive other indirect compensation resulting from this transaction (sometimes called "non-cash" compensation), such as health or retirement benefits, office rent and support, or other incentives from the insurance company or other sources.

By signing below, You acknowledge that You have read and understand the information provided to You in this document.

Customer Signature

Date

Agent (Producer) Signature

Date

ACORD® 1035 EXCHANGE / ROLLOVER / TRANSFER eFORM

Name of Receiving Company _____

Business Address	Mailing Address	Overnight Address
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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	Ext	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.

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.

Signature Guarantee (if applicable)

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)

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 (iv) 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 (v) 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)
