

Individual Annuity Application Mail to: P.O. Box 79907, Des Moines, IA 50325-0907

Mail to: P.O. Box 79907, Des Moines, IA 50325-0907 Overnight to: 4350 Westown Pkwy, West Des Moines, IA 50266

Annuitant					
Gender: Male Female U.S. Citizen: Yes No					
First Name MI Last Name Social Security Number/TIN					
Street Address (P.O. Boxes are not allowed) ¹ Birth Date (mm/dd/yyyy)					
City State Zip Phone					
Joint Annuitant (if applicable must be spouse of annuitant)					
Gender: ☐ Male ☐ Female U.S. Citizen: ☐ Yes ☐ No					
First Name MI Last Name Social Security Number/TIN					
Address and Phone Number Same as Annuitant Street Address (P.O. Boxes are not allowed) ¹ Birth Date (mm/dd/yyyy)					
Silect Address (r.o. boxes are not allowed)					
Ott. 7tr. Phone					
City State Zip Phone					
Owner (if different than annuitant) Gender: Male Female					
First Name MI Last Name Birth Date (mm/dd/yyyy)					
If the owner is a Trust you must complete and submit the Certificate of Trust Agreement form with this application.					
Trust/Corporation Name Trust Date (mm/dd/yyyy)					
Street Address (P.O. Boxes are not allowed) ¹ SSN/TIN/Employee ID No.					
City State Zip Phone					
Joint Owner (if different than joint annuitant)					
Gender: Male Female					
First Name MI Last Name Social Security Number/TIN					
Address and Phone Number Same as Owner Street Address (RO. Reven are not allowed)					
Street Address (P.O. Boxes are not allowed) ¹ Birth Date (mm/dd/yyyy)					
City State Zip Phone					

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Owner's Beneficiary Designation² - For individual owners, the death benefit is payable to the owner's primary beneficiary. If the owner's primary beneficiary is no longer living at the time of the owner's death, the owner's contingent beneficiary will receive the death benefit.

For joint owners, the death benefit is payable on the death of the first owner (except in cases of spousal continuance) and the surviving joint owner is the designated sole primary beneficiary. Name only contingent beneficiaries below.

Please designate if you want the beneficiary designation to be Per Stirpes or Per Capita. If an election is not made then by default it will be Per Capita. Per Stirpes designations require a listing of the children on a separate sheet of paper that is signed and dated. The list must include the children's names, addresses, phone numbers, dates of birth and social security numbers.

- Per Stirpes definition: A common way of distributing proceeds where if one or more beneficiaries has died, his or her children share equally in his or her share of the proceeds.
- Per Capita definition: Proceeds are split amongst the beneficiaries that survive the owner/annuitant. If one of the beneficiaries does not survive the owner/annuitant then the remaining beneficiaries receive the proceeds split equally.

☐ Primary ☐ Contingent │ ☐ Per Sti	rpes 🗌 Per Capita		
First Name	MI Last Name	Social Security Number/TIN	
Birth Date (mm/dd/yyyy)	Relationship to Owner Phone	Number	
Beneficiary's Mailing Address (must be com	pleted)	Percentage ³	
City	State	Zip Code	
☐ Primary ☐ Contingent │ ☐ Per Sti	rpes 🗌 Per Capita		
First Name	MI Last Name	Social Security Number/TIN	
Birth Date (mm/dd/yyyy)	Relationship to Owner Phone	Number	
- -			
Beneficiary's Mailing Address (must be com	pleted)	Percentage ³	
City	State	Zip Code	
Primary Contingent Per Sti	rpes 🗌 Per Capita		
First Name	MI Last Name	Social Security Number/TIN	
Birth Date (mm/dd/yyyy)	Relationship to Owner Phone	Number	
- -		- -	
Beneficiary's Mailing Address (must be com	pleted)	Percentage ³	
	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
City	State	Zip Code	
	State	Zip Gode	
☐ Trust⁴ ☐ Corporation ☐ Estate ☐ Ot	her		
Full Name			
		☐ Primary ☐ Contingent	
Tax ID Number (TIN)	Trust Date (mm/dd/yyyy)	Percentage ³	
2. In order to verify beneficiary identification, a request to obtain information will be sent to the Owner following issue of the contract.			

3. Must equal 100%. 4. Certification of Trust Agreement form must be attached.



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the annuitant's death, death benefit proceed is payable upon the second death. If the annuitant is payable upon the second death.	- Complete this section only if the owner(s) and annuitant(s) is are payable to the annuitant's primary beneficiary. If there are juitant's primary beneficiary is no longer living at the time of the abenefit proceeds. If an election is not made then by default it will	oint annuitants, the death benefit unnuitant's death, the annuitant's		
☐ Primary ☐ Contingent ☐ Per Sti	rpes 🔲 Per Capita			
First Name	MI Last Name Soci	al Security Number/TIN		
Birth Date (mm/dd/yyyy)	Relationship to Annuitant Phone Numb	er		
		-		
Beneficiary's Mailing Address (must be com	pleted)	Percentage ³		
		%		
City	State	Zip Code		
☐ Primary ☐ Contingent ☐ Per Sti	rpes 🔲 Per Capita			
First Name	•	al Security Number/TIN		
Birth Date (mm/dd/yyyy)	Relationship to Annuitant Phone Numb	er		
		-		
Beneficiary's Mailing Address (must be com	pleted)	Percentage ³		
		%		
City	State	Zip Code		
☐ Primary ☐ Contingent │ ☐ Per Stirpes ☐ Per Capita				
First Name	MI Last Name Soci	al Security Number/TIN		
Birth Date (mm/dd/yyyy)	Relationship to Annuitant Phone Numb	er		
- - - - - - - - - -		-		
Beneficiary's Mailing Address (must be com	pleted)	Percentage ³ %		
City	State_	Zip Code		
☐ Trust ⁴ ☐ Corporation ☐ Estate ☐ Ot Full Name	her			
		Primary Contingent		
Tax ID Number (TIN)	Trust Date (mm/dd/yyyy)	Percentage ³ %		
2. In order to verify beneficiary identification, a request to obtain information will be sent to the Owner following issue of the contract.				

3. Must equal 100%. 4. Certification of Trust Agreement form must be attached.



Verification of Identity

Note: The licensed representative must complete this section before submitting to the home office.

Owner: If Owner is a Natural Person, complete question 1. If Owner is a Trust or Business/Corporation, complete questions 1 and 2. 1. Natural Person/Trust Accounts (trustee information): Representative: Please indicate the form of ID presented and used to verify this owner's identity. Expired IDs are not acceptable. a. U.S. Citizen Resident Alien – Country of Citizenship: b. Driver's License ☐ State-Issued ID ☐ Military ID ☐ Passport Alien Registration Card c. State Number Country Exp. Date d. Occupation **Employer Name** Years Employed Retired 2. Non-Natural/Business or Corporation: a. Trust Agreement Certificate of Incorporation b. State Country Joint Owner: If Owner is a Natural Person, complete question 3. If Owner is a Trust or Business/Corporation, complete questions 3 and 4. 3. Natural Person/Trust Accounts (trustee information): Representative: Please indicate the form of ID presented and used to verify this owner's identity. Expired IDs are not acceptable. Resident Alien – Country of Citizenship: b. Driver's License ☐ State-Issued ID ☐ Military ID ☐ Passport Alien Registration Card c. State Country Number Exp. Date

Employer Name

4. Non-Natural/Business or Corporation:

d. Occupation

a.		Trust Agreement		Certificate of	f Incorporation
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b. <u>Stat</u>	<u>e</u>	(cou	ntry			



Retired

Years Employed

Product Selection:						
If electing Optional Benefit Riders an additional form(s) may be req	uired.					
Tax Status ☐ Non-Qualified ☐ Roth IRA ☐ SEP IRA ☐ IRA ☐ TSA/403(b) ☐ Non-Qualified Stretch (form required)) Inherited IRA (form required)					
Complete if applicable - Contribution intended for the Tax Year:						
Premium Contract funded by: Check - Amount \$	Direct Transfer - Amount \$ (Example: Qualified funds - IRA to IRA, Non-Qualified funds-CD or Mutual Fund to a Midland National Annuity.)					
1035 Exchange - Amount \$ Must be payable to Midland National Life Insurance Company	Qualified Rollover - Amount \$ (Example: Qualified funds - 401(k) or qualified pension plan to a Midland National IRA Annuity.)					
Salary Reduction - Amount \$	per pay period (example: TSA)					
Transfers Involving Multiple Checks: I have recently applied for a Midland National annuity with the plan type either through a personal check, Section 1035 Exchange, Qualified or No	reflected above. This annuity is being funded with more than one premium on-Qualified transfer.					
the annuity is index linked, the initial index will be set on the effective will be applied to the fixed account until the contract anniversary. (The	ements): I would like my contract issued with the first funds received. If e date of the annuity. I understand that any additional deposits after issue his option is not available for single premium contracts or Inherited IRAs.) unds received. I understand that my interest will be credited from the date I index will be set on the effective date of the annuity.					
	annuity contract, please complete any state required replacement forms. printed sales material used in the sale of this product. Please retain all such					
1. Do you have any existing or pending life insurance or annuity contracts						
2. Will this annuity replace or change any existing life insurance or annuity						
If you answered "yes" to #2, please provide company name and contract Company Name:						
Contract Number:						



Fraud Warnings and Other Disclosures

Any person who knowingly presents false statement in an application for insurance maybe guilty of a criminal offense and subject to penalties under state law. **Financial Institution Disclosure:** Insurance policies and annuities are not a deposit or other obligation of, or guaranteed by a bank, any affiliate of a bank, or savings association, and are not insured by the Federal Deposit Insurance Corporation (FDIC) or any other agency of the United States, a bank, any affiliate of a bank, or savings association.

Owner's Statement

All statements made in this application are true to the best of my/our knowledge and belief, and I/we agree to all terms and conditions as shown on this application. All statements and descriptions in this application are deemed to be representations not warranties. I/We further agree that this application shall be a part of the annuity and that the Annuitant is aware that he/she was designated as Annuitant. I understand that if I am applying for a Fixed Indexed Annuity that while the values of the contract may be affected by an external index, the annuity does not directly participate in any stock or equity investments. I understand that any values shown, other than guaranteed minimum values, are not guarantees, promises or warranties. I understand that if the contract being applied for contains an Interest Adjustment (also known as a Market Value Adjustment), the benefits and values of this contract may increase or decrease. Amounts payable under the contract being applied for will be subject to a Market Value Adjustment (if applicable) when the contract is surrendered or a partial surrender above the free surrender amount is taken prior to the date specified in the contract. Tax payer ID Certification - Under penalties of perjury, I certify that: 1. The number shown 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 that I am subject to backup withholding, and 3. I am a U.S. Person (including an US Resident Alien). 4. I am exempt from Foreign Account Tax Compliance Act (FATCA) reporting.

Applicant/Owner Signature

By Signing this form, I certify that the information provided is accurate. I understand that Midland National Life Insurance Company will use this information to attempt to verify my identity. Midland National may request a copy of the articles of incorporation, trust certification or other similar documents solely for the purpose of attempting to verify my identity as required by federal law.

Owner's Signature	Joint Owner's Sig	gnature	Spouse's Signature ⁵	
Signed at City:	State	Date Signed] -	
Owner's Fmail Address		loint Owner	's Fmail Address	

5. If your spouse is not listed as 100% primary beneficiary and a spousal signature is not provided, you are stating that you are not married. If this transaction is subject to a community property interest, we strongly recommend that you obtain your spouse's signature on the line above to document his/her consent to this transaction. States that recognize community property interests in property held by married persons include Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, Washington, and Wisconsin. You understand and agree that Midland National may presume that no community property interest exists if you have not obtained your spouse's signature above. Further, you understand and agree that Midland National has no duty to inquire further about any such community property interest. As a result, you agree to indemnify and hold Midland National harmless from any consequences relating to community property interests and this transaction. Please note that the term "spouse" includes domestic partner or other partner as permitted by civil union, domestic partnerships, or similar law.



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tely as supplied by the entation. I also attest that erstand that any subsequent is being submitted after sed this product with the eve not made any promises or Agent Use Only® A B C D
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Agent Use Only ⁶ A □ B □ C □ D □
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4350 Westown Parkway West Des Moines, IA 50266 www.MidlandNational.com



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Guarantee Ultimate® 5

Annuity Disclosure Statement

Thank you for your interest in the Guarantee Ultimate® 5 Annuity from Midland National® Life Insurance Company. It is important for you to read and understand this summary before you decide to purchase the annuity. This summary will help you understand the features of the annuity and determine if it will help you meet your financial goals. Once you have read this summary, please sign pages 6 and 8 to confirm that you understand the annuity and submit this document with your application for the annuity. Refer to the Contract for complete details.

This Annuity Disclosure Statement must be signed by the applicant and agent, then return the Home Office copy to Midland National Life Insurance Company, Annuity Division with the application.

4350 Westown Parkway, West Des Moines, IA 50266 Phone: (877) 586-0240 • MidlandNational.com

The Guarantee Ultimate 5 is a single premium, multi-year guarantee annuity that accumulates interest through a guaranteed interest rate that is set for a 5-year period.

Accumulation Value

The Accumulation Value is used to determine the Death Benefit as well as penalty-free withdrawals. The Accumulation Value equals your premium, minus withdrawals and applicable Surrender Charges, earning the current guaranteed interest rate. This rate will never fall below the minimum guaranteed interest rate of 0.25%. This rate is guaranteed for your chosen guarantee period. Ask your sales representative for the current interest rate.

Surrender Value

The surrender value is the amount that is available at the time of surrender. The surrender value is equal to the accumulation value, subject to the Market Value Adjustment, less applicable surrender charges and state premium taxes (where applicable). The minimum surrender value will not be less than 87.5% of all premiums; less any partial surrenders (after Market Value Adjustment or reductions for surrender charges); accumulated at 1.00%, or otherwise directed by your Contract.

Initial Premium

For Initial Premium amounts of \$100,000 or more, you will receive a higher interest rate. Please ask your sales representative for current interest rates.

Renewal Feature

At the end of the 5-year Guarantee Period, you may choose to renew your annuity for another 5-year guaranteed interest period. Depending on your circumstances and financial goals, you will have a 30 day window to:

- Select a new 5-year Guarantee Period;
- · Elect a Payout Option; or
- · Withdraw your Accumulation Value.

If no election is made, the Company will automatically renew your annuity for a 5-year Guarantee Period as described in your Contract.

Within this 30 day window, no Surrender Charges or Market Value Adjustment will apply. After the 30 day window, a new Guarantee Period Interest Rate, Surrender Charge Period and Market Value Adjustment will be applied.

For California, Florida, and Delaware only, after the 30 day window, a new Guarantee Period Interest Rate and Market Value Adjustment will apply, and Surrender Charges cease.

*A feature offered "by current company practice" is not a contractual guarantee of this annuity contract and can be removed or changed at any time.

LIQUIDITY FEATURES

Certain withdrawals prior to age 59½ may be subject to a 10% IRS penalty.

Penalty-Free Withdrawals

Once per year after the first contract anniversary, you may take a penalty-free withdrawal (also known as a Penalty-Free Partial Surrender), without Surrender Charges or Market Value Adjustment, equal to the interest earned for the current contract year. By current company practice*, this interest withdrawal can begin as early as 30 days after your annuity is issued if received on a systematic withdrawal program. You can elect to receive payments monthly, quarterly, semi-annually or annually as long as each payment is at least \$50.

Annuity Payout Options

In all states except Florida, you may select an annuity payout at any time. If selected during the Surrender Charge period, your payout will be based on the Surrender Value. Available Payout Options include Life Income, Life Income with Period Certain, Joint and Survivor Income and Income for a Specified Period or Amount.

By current company practice*, proceeds may be converted to an annuity Payment Option after year one. Income payments will be based on the Accumulation Value if a Life, Life and Certain or Joint Life option is selected, or if the annuity has been inforce for at least five years and you elect to receive payments over at least a five-year period.

For **Florida**:

You may select an annuity payout option based on the Accumulation Value at any time after the first contract year. Available payout options include Life Income, Life Income with a 10-Year or 20-Year Period Certain, Joint and Survivor Life Income and Joint and Survivor with a 10-Year or 20-Year Period Certain.

Once a payout option is elected, it cannot be changed and all other rights and benefits under the annuity end.

Nursing Home Confinement Waiver

(not available in all states)

After the first Contract Anniversary, if the annuitant becomes confined to a qualified nursing home facility for at least 90 consecutive days, we will increase the penalty-free withdrawal amount by 10% of the Accumulation Value each year while the annuitant is confined. This waiver is only available for issue ages 75 and younger and is automatically included with your annuity at no additional charge.

Required Minimum Distributions

By current company practice*, Required Minimum Distributions (RMD) that exceed the penalty-free amount may be withdrawn without a Surrender Charge or Market Value Adjustment.

Payment of Commission

Midland National will pay a sales commission in connection with the sale of this product. This commission is one of many costs which Midland National considers and factors into the product's design and policy performance, including setting the guaranteed rates in the Contract and the manner in which non-guaranteed benefits may be offered. One hundred percent of your premium deposit will be credited to your account, and no deductions from your premium payment or from your account value will be made due to the payment of this sales commission.

Midland National may enter into written sales agreements with other financial institutions ("selling firms") for the sale of the Contract. The selling firms and their representatives are independent of Midland National. In this case, the selling firms are responsible for evaluating product proposals or recommendations independently and for exercising independent judgment about these proposals. Midland National pays selling firms all or a portion of the commissions received for their sales of the Contract.

Death Benefit

The Death Benefit is payable upon the death of the first owner, unless the sole beneficiary is the owner's spouse and he or she elects to continue this contract under its spousal continuance provisions. If there are joint annuitants, and an annuitant who is not also the contract's owner dies, the death benefit will be paid upon the death of the second annuitant.

The Death Benefit equals the Accumulation Value or the Minimum Surrender Value as defined in the contract, whichever is greater. The beneficiary may choose to receive the Death Benefit in either a lump sum or a series of income payments.

A death benefit is not available if an annuity payout option has been elected.

SURRENDER CHARGES AND MARKET VALUE ADJUSTMENT

Please read the following information and sign the last page of this disclosure to acknowledge your understanding that Surrender Charges and Market Value Adjustments will apply when withdrawals are taken from your Contract during the Surrender Charge Period.

Surrender Charges

A Surrender Charge is assessed on any amount withdrawn, whether as a partial withdrawal or full surrender, that is in excess of the penalty-free amount. A surrender during the Surrender Charge period may result in a loss of premium.

The Surrender Charges that apply for each Contract Year are based on the state where your Contract is issued and are shown as follows:

For Contracts issued in **all states** other than those specifically listed below:

Year 1	Year 2	Year 3	Year 4	Year 5
9.3%	8.4%	7.5%	6.6%	5.7%

For California issued Contracts, the Surrender Charges are as follows:

Year 1	Year 2	Year 3	Year 4	Year 5
8%	7.15%	6.2%	5.25%	4.3%

For AL, DC, MT, ND, SD: On the contract anniversary following the Annuitant's 105th birthday the Surrender Charge percentage will be reduced to zero percent.

Surrender Charges allow the Company to invest long-term, and in turn, generally credit higher yields.

Surrender Charges and Market Value Adjustments on IRS-Required Minimum Distributions that exceed the available penalty-free amount are waived by current company practice*. The Surrender Charges apply to each Guarantee Period.

*A feature offered "by current company practice" is not a contractual guarantee of this annuity contract and can be removed or changed at any time.

See next page for Market Value Adjustment

Market Value Adjustment

The Guarantee Ultimate 5 includes a Market Value Adjustment that is applied during each Guarantee Period to full surrenders and to any partial surrender in excess of the penalty-free amount. This adjustment may decrease or increase the Surrender Value depending on the change in interest rates during the period since you purchased your Guarantee Ultimate 5 annuity. Lower interest rates at time of issue may result in less opportunity for a positive Market Value Adjustment in future contract years. In certain rate scenarios at the time of issue, it may not be possible to experience a positive Market Value Adjustment.

Example of Market Value Adjustment-MVA Formula

The Market Value Adjustment will be calculated by multiplying the portion of any full or partial surrender that exceeds any available penalty-free withdrawal amount before the reduction for any Surrender Charge by the formula* described below.

*The Market Value Adjustment Factor is: $(i_0 - i_t - ADJ) \times (T)$

- i₀ = The guarantee period interest rate, excluding any additional interest, that applies to the guarantee period.
- i_t = The guarantee period interest rate, excluding any additional interest, that is in effect on the date of full or partial surrender for new contracts that have the same guarantee period.

ADJ = 0.0025 (in **all states** other than those specifically noted) = 0.005 (in **CA**)

T = Time in years as follows: number of days from the date of the partial or full surrender to the end of the current contract year divided by 365; plus whole number of years remaining in the current guarantee period.

The amount of the Market Value Adjustment will never exceed the lesser of a) the total interest credited to the Accumulation Value since the beginning of the current Guarantee Period, less the sum of the absolute values of all Market Value Adjustments on prior partial surrenders in current Guarantee Period (i.e. all adjustments positive or negative added together), or b) the applicable Surrender Charge.

Lower interest rates at time of issue may result in less opportunity for a positive Market Value Adjustment in future contract years. In certain rate scenarios at the time of issue, it may not be possible to experience a positive Market Value Adjustment.

See the "Understanding the Market Value Adjustment" brochure for more information.

Additional Information

Under current law, annuities grow tax-deferred. Annuities may be subject to taxation during the income or withdrawal phase. The tax-deferred feature is not necessary for a tax qualified retirement account. For purchase as a qualified retirement account, you should obtain competent tax advice and consider whether other features, such as the Death Benefit, lifetime annuity payments and riders will help your needs. Neither Midland National, nor any agents acting on its behalf, should be viewed as providing legal, tax or securities advice.

This page left intentionally blank.
Please see pages 6 and 8 for acknowledgement, election and signatures.

Agent Instructions: Page 6 and 8 must both be signed.

Return page 8 to the Home Office with the Applicant's original signature. Retain a permanent copy in your file. Leave pages 1-6 with signatures with the Applicant.

Guarantee Ultimate 5 Applicant Authorization and Acknowledgement Statements:

By initialing and signing below, I certify that:

- I have read this Annuity Disclosure and have been provided a brochure that explains the Annuity Product's benefits, features and limitations.
- · The features of this Annuity Product have been explained to me by the Agent.
- I understand that this contract is not effective and interest does not begin to accrue until the date the annuity becomes effective, not the date premium is submitted or received by the company.
- I understand my agent will receive a commission for the sale of this contract.
- I understand I should consult my tax advisor about possible tax implications related to the purchase of this contract and its features.

Owner(s) Initials REQUIRED in Box Above	 My initials confirm that: The Guarantee Ultimate 5 annuity is a long-term contract and a as well as a Market Value Adjustment will apply during the Surresurrender or any partial surrender taken that exceeds the penal I have reviewed pages 3 and 4 of this Disclosure and affirmative Charges and Market Value Adjustment Formula applicable base I understand a surrender during the Surrender Charge Period metals 	ender Charge Periods to any full ty-free partial surrender amount. ely acknowledge the Surrender d on the state of issue.
	nark an "X" in the box to the left if your agent provided you with a Midland ee Ultimate 5. By checking this box an illustration will also be provided alo	
shown, other that and understand	aware that an Annuity Buyer's Guide is available on the Company webs an the guaranteed minimum values, are not guarantees, promises, or wa the intent of this Annuity Product and agree that it meets my needs. I ha or living and other related expenses, and this Contract is suitable for my	rranties. I have reviewed the features ve assessed my financial situation,
	Annuitant's/Owner's Original Signature	
	Joint Owner's Original Signature	Date Signed (mm/dd/yyyy)
	ledgement: By signing below, I certify that the product brochure and Core applicant. A copy of this signed disclosure was provided to the applican	mpany disclosure materials have been



guaranteed elements.

Not FDIC/NCUA Insured	Not A Deposit Of A Bank	Not Bank Guaranteed
May Lose Value	Not Insured By Any Federal	Government Agency

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Date Signed (mm/dd/yyyy)

28583Y-5 Page 6 of 8 1-19

of the applicant and an assessment of the stated goals of the applicant. I have provided or directed the applicant to the Annuity Buyer's Guide on the Company website. I certify that I believe this product to be appropriate for the applicant based on his or her individual needs. I have discussed this product with the applicant and have not made any statements which contradict the materials provided to the applicant. I have not made any promises or given any assurances about the future value of any non-

Agent's Original Signature

This page left intentionally blank.
Please see pages 6 and 8 for acknowledgement, election and signatures.

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- I have read this Annuity Disclosure and have been provided a brochure that explains the Annuity Product's benefits, features and limitations.
- · The features of this Annuity Product have been explained to me by the Agent.
- I understand that this contract is not effective and interest does not begin to accrue until the date the annuity becomes effective, not the date premium is submitted or received by the company.
- I understand my agent will receive a commission for the sale of this contract.
- I understand I should consult my tax advisor about possible tax implications related to the purchase of this contract and its features.

Owner(s) Initials REQUIRED in Box Above	 My initials confirm that: The Guarantee Ultimate 5 annuity is a long-term contract and a Surras well as a Market Value Adjustment will apply during the Surrende surrender or any partial surrender taken that exceeds the penalty-free. I have reviewed pages 3 and 4 of this Disclosure and affirmatively at Charges and Market Value Adjustment Formula applicable based on. I understand a surrender during the Surrender Charge Period may reconstruction. 	r Charge Periods to any full ee partial surrender amount. cknowledge the Surrender the state of issue.
	ark an "X" in the box to the left if your agent provided you with a Midland Nati e Ultimate 5. By checking this box an illustration will also be provided along v	
shown, other that and understand t	aware that an Annuity Buyer's Guide is available on the Company website. In the guaranteed minimum values, are not guarantees, promises, or warrant he intent of this Annuity Product and agree that it meets my needs. I have as r living and other related expenses, and this Contract is suitable for my finan	ies. I have reviewed the features ssessed my financial situation,
	Annuitant's/Owner's Original Signature	пппп
	Joint Owner's Original Signature	Date Signed (mm/dd/yyyy)
Agent Acknowle	edgement: By signing below, I certify that the product brochure and Compan	ny disclosure materials have been



guaranteed elements.

Not FDIC/NCUA Insured	Not A Deposit Of A Bank	Not Bank Guaranteed	
May Lose Value	Not Insured By Any Federal Government Agency		

Date Signed (mm/dd/yyyy)

2422010

28583Y-5 Page 8 of 8 1-19

presented to the applicant. A copy of this signed disclosure was provided to the applicant after an examination of the interests of the applicant and an assessment of the stated goals of the applicant. I have provided or directed the applicant to the Annuity Buyer's Guide on the Company website. I certify that I believe this product to be appropriate for the applicant based on his or her individual needs. I have discussed this product with the applicant and have not made any statements which contradict the materials provided to the applicant. I have not made any promises or given any assurances about the future value of any non-

Agent's Original Signature



IMPORTANT NOTICE: REPLACEMENT OF LIFE INSURANCE OR ANNUITIES

This document must be signed by the applicant and the producer, if there is one, and a copy left with the applicant.

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 financed purchase.

A financed purchase occurs when the purchase of a new contract 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 contract. A financed purchase is a replacement.

You should carefully consider whether a replacement is in your best interest. 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.

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 the back of this form.

and consider the questions on the back t	n uno ioini.		
 Are you considering discontinuing r existing policy or contract? Y 		urrendering, forfeiting, assigning to the i	nsurer, or otherwise terminating your
2. Are you considering using funds from	m your existing policies or co	ntracts to pay premiums due on the new	contract? YES NO
If you answered "yes" to either of the abo the insurer, the insured or annuitant and a source of financing:			
Insurer Name	Policy or Contract #	Annuitant or Insured Name	Replaced (R) or Financing (F)
1.			
2.			
3.			
Make sure you know the facts. Contact in-force illustration, policy summary or avenued by the agent in the sales presentation. The existing policy or contract is being real certify that the responses herein are, to	ailable disclosure documents on. Be sure that you are mak eplaced because	must be sent to you by the existing insure ing an informed decision.	er. Ask for and retain all sales material
Applicant's Signature and Printed Name			Date
I do not want this notice read aloud to me.	(Applicants must	t initial only if they do not want the notice re	ead aloud.)
Joint Applicant's Signature and Printed Nan	ne		Date
I do not want this notice read aloud to me.	(Joint Applicants	s must initial only if they do not want the no	otice read aloud.)
Producer's Signature and Printed Name			Date
			•



AGENT INSTRUCTION: Three Copies Needed.

Return this signed original to the Home Office, Leave a signed copy with the Applicant and retain a permanent copy in your file.

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 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:

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:

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:

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?

6779Y-NAIC REV 5-18



1035 EXCHANGE / ROLLOVER / TRANSFER eFORM

Name of Receiving Company							
Business Address	Mailing Addre	ess			Overnight	Address	
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.					t prospectus. If the		
Complete one form for each surrendering	company a	nd contra	ct. Ple	ase apply fund	ls to:		
New / Existing Contract Number:			R	eceiving Carrie	er DTCC		
Without this contract number, the funds will	he applied to	a new cor	ntract			(for N	floney Settlement)
				41 6	- 4 4 '4		
The receiving company may not accept the	excnange / ro	ollover / tra	anster it	the funds do no	ot meet it	s minimum p	oremium requirements.
1. SURRENDERING COMPANY POLICY /	ACCOUNT /	CONTRA	CT INF	ORMATION			
Surrendering Company Name (Complete one form	n for each surr	endering co	ompany)	Surrendering Co	ompany A	ccount / Policy	/ Contract Number
Street Address Line 1	Street Address Line 1 Address Line 2						
City	State Zip Phone Number Ext			rt			
Surrendering Plan Type (Non-Qualified, IRA, Roth IRA, etc.) Surrendering Product Type (Life, Annuity, CD, MF, Other, etc.) Estimated Amount of Transfer					nount of Transfer		
Owner (First, Middle, Last) / Entity Name Social Security Number / Tax ID #					curity 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 EXCH	IANGE SUR	RENDERI	NG INS	TRUCTIONS			'
☐ 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 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						
 The number on this form is my and 	correct taxpayer identification number (or	I am waiting for a number to be issued to me));			
notified by the Internal Reven		n backup withholding, or (b) I have not bee o withholding as a result of failure to report a bject to backup withholding; and				
3. I am a U.S. person (including a	a U.S. resident alien).					
	e been notified by the IRS that you are curr I interest and dividends on your tax return.	ently subject to backup withholding because	e			
4. I am exempt from Foreign Acc	ount Tax Compliance Act (FATCA) reporting	j.				
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 required to avoid backup withhold		s of this document other than the certification	ns			
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 Incurred / Amplitant /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 Adm	ninistrator	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)	