

Certification of trust agreement



Instructions

NOTICE: If this is a Charitable Trust, please use Charitable Trust Certification form (26742Y)

Use this form:

- When submitting new annuity applications owned by a Trust
- When assigning or changing a Beneficiary to a Trust
- Upon change of ownership of an existing annuity Contract to a Trust
- Upon change of Trustee(s) of an existing annuity Contract owned by a Trust
- When submitting a claimant statement for death claim proceeds

1. Contract information

Contract number (if assigned)

Owner's name (first, middle initial, last)	Social Security number
Joint Owner's name (if applicable) (first, middle initial, last)	Social Security number
Non-natural Owner (if applicable)	Tax ID number / Employer ID number

Please complete using information from the Trust document.

2. Trust information

Full Trust name

Tax Identification number	Trust governed by the state of	Trust effective date (mm/dd/yyyy)
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Is the Trust a Grantor Trust? ☐ Yes ☐ No

If the Trust is a Grantor Trust, is/are the Grantor(s) of the Trust also the Annuitant(s) on the annuity Contract? ☐ Yes ☐ No

Are the Beneficiaries of the Trust each a natural person? ☐ Yes ☐ No

Does the Trustee have the discretion to pay Trust benefits to any entity? ☐ Yes ☐ No

Select one of the following (for Trust types not listed contact the home office)

Trust types accepted for Owner or Beneficiary:

- | | | |
|---|---|--|
| <input type="checkbox"/> A/B Trust | <input type="checkbox"/> Asset Protection Trust | <input type="checkbox"/> Bypass/Credit Shelter Trust |
| <input type="checkbox"/> Discretionary/Sprinkle Trust | <input type="checkbox"/> Educational Trust | <input type="checkbox"/> Family Trust |
| <input type="checkbox"/> Inter Vivos Trust | <input type="checkbox"/> Irrevocable Life Insurance Trust | <input type="checkbox"/> Living Trust |
| <input type="checkbox"/> Qualified Terminable Interest Property Trust | <input type="checkbox"/> Residuary Trust | <input type="checkbox"/> Savings Trust |
| <input type="checkbox"/> Veterans Eligibility Trust | | |

Trust types accepted as Beneficiary only:

- | | | | |
|--|---|---|--|
| <input type="checkbox"/> Special needs | <input type="checkbox"/> Supplemental needs | <input type="checkbox"/> Reparations | <input type="checkbox"/> Gifting |
| <input type="checkbox"/> Income only | <input type="checkbox"/> Pension | <input type="checkbox"/> Employee benefit | <input type="checkbox"/> Residuary Trust |
| <input type="checkbox"/> Structured settlement | | | |

Please be advised that a Testamentary Trust cannot be an Owner. If the Testamentary Trust will be the sole Primary Beneficiary, we will require a Contingent Beneficiary.

Midland National® Life Insurance Company

P.O. Box 79907, Des Moines, IA 50325-0907 | **Overnight:** 4350 Westown Parkway, West Des Moines, IA 50266

3. Grantor/Settlor information

Grantor/Settlor name (first, middle initial, last)

Grantor/Settlor name (first, middle initial, last)

4. Trustee information

Trustee name (first, middle initial, last)

Date of birth (mm/dd/yyyy)

Social Security number

Mailing address

Apartment/suite number

City

State

ZIP

Phone number

Trustee name (first, middle initial, last)

Date of birth (mm/dd/yyyy)

Social Security number

Mailing address

Apartment/suite number

City

State

ZIP

Phone number

If more than two Trustees, attach another page with signatures and date.

5. Successor Trustee information

Successor Trustee name (first, middle initial, last)

Date of birth (mm/dd/yyyy)

Social Security number

Mailing address

Apartment/suite number

City

State

ZIP

Phone number

Successor Trustee name (first, middle initial, last)

Date of birth (mm/dd/yyyy)

Social Security number

Mailing address

Apartment/suite number

City

State

ZIP

Phone number

If more than two successor Trustees, attach another page with signatures and date.

6. Owner/Beneficiary information

1. The above-referenced Trust Agreement (the "Trust") requires that:

☐ All Trustees ☐ A majority of Trustees ☐ Any Trustee ☐ Trust only has one Trustee

Must sign documents pertaining to the above-referenced annuity Contract which require a signature.

2. The agent/representative or any person affiliated with the agent/representative is not a Beneficiary of the above-referenced Trust.

☐ Agree ☐ Disagree*

*If marked disagree, please attach an explanation of why your agent/representative or person affiliated with your agent/representative is named as a Beneficiary of the Trust.

Note: Under the laws of most states, an agent/representative is restricted in, or prohibited from, having a beneficial interest in an annuity sold by that agent/representative, unless that agent/representative is a family member, or has a recognized insurable interest. Additionally, our Company policy prohibits our agents/representatives from serving in any capacity that may be construed as creating a direct or indirect conflict of interest with regard to an annuity Contract(s) for which they are or have been the agent(s)/representative(s) of record.

3. The relationship of the Trust Beneficiary(ies) to the Annuitant is:

☐ Spouse ☐ Child(ren) ☐ Grandchild(ren) ☐ Estate ☐ Other _____ (please describe)

4. Was the Trust validly executed, and is it in full force and effect? ☐ Yes ☐ No

5. The Trustee acknowledges that this annuity Contract is in no way required in conjunction with the establishment of a Trust and that any fees, costs and/or expenses associated with the establishment or maintenance of the Trust are independent of any premium paid for this annuity Contract. ☐ Yes ☐ No

6. The Trustee acknowledges that if the annuity Contract contains a Guaranteed Lifetime Withdrawal Benefit, upon the death of the Annuitant/Covered Person, Lifetime Payment Amounts terminate. ☐ Yes ☐ No

7. Declaration by Trustee(s) and signatures

NOTICE: THIS SECTION CONTAINS A WAIVER AND RELEASE OF LIABILITY. PLEASE READ CAREFULLY.

This section is to be completed and signed by ALL Trustees required by the response to Question 1 in Section 6. For purposes of this section, "Trust" and "Trustees" refer to the Trust and its Trustee(s) identified on the first page of this form. "Annuity Contract" refers to the Annuity Contract(s) referenced on the first page of this form together with any associated Riders. "Owner," "Beneficiary," and "Annuitant" have the same meaning as defined in the annuity Contract, and include multiple or Joint Owners, Beneficiaries, or Annuitants where applicable. When not capitalized, "owners" and "beneficiaries" refer to the designated legal owners or beneficiaries of the Trust.

The undersigned persons ("the Trustees") represent, certify, and agree as follows:

- A. The Trustees are the authorized Trustees of the Trust identified above, and are authorized and legally capable of purchasing the annuity Contract. Midland National may rely upon the signatures of the Trustees on behalf of the Trust as if they were the actual Owner or Beneficiary of the annuity Contract.
- B. If the Trust is to be named the Owner of the annuity Contract, the Trust is authorized under the terms of the Trust to purchase and hold the annuity Contract, and if the Trust is to be named the Beneficiary of the annuity Contract, the Trust is authorized under the terms of the Trust to receive the annuity Contract proceeds.
- C. No additional authorizations are necessary to purchase the annuity Contract.
- D. The Trustees acknowledge and agree that Midland National has no responsibility for reviewing or interpreting Trust or Trust-related documents, that Midland National will issue and administer the Contract based solely upon the representations made by the Trustees in this form, and that any consequence of any error, inaccuracy, or misunderstanding in interpreting the Trust will be borne solely by the Trustees.
- E. The Trustees have reviewed all provisions of the Trust and annuity Contract. By accepting the annuity Contract, the Trustees certify they have determined that:
 - i. None of the provisions of the Trust (including income and corpus distribution requirements) conflict or will interfere with the terms and operation of the annuity Contract; and
 - ii. None of the provisions of the annuity Contract (including distribution requirement(s) under Section 72(s) of the Internal Revenue Code as incorporated into the terms of the annuity Contract and applicable surrender charges) conflict or will interfere with the terms and operation of the Trust.

(section 7 continued on page 4)

7. Declaration by Trustee(s) and signatures (continued)

- F. Neither Company nor any of its agents/representatives, officers, or employees has made to the Trustees any representations regarding the potential tax liabilities or implications associated with the purchase of the annuity Contract. The Trustees agree that they independently made a determination as to the suitability of the annuity Contract for the Trust's purposes as well as the potential tax liabilities or implications which may result from the purchase of the annuity Contract, and certify that they have had the opportunity to consult with their own independent tax, legal, and financial advisors regarding the purchase of the annuity Contract. The Company may conduct its own evaluation as to suitability of the purchase of the annuity Contract consistent with any requirements that may be imposed under state or federal law and may reject any application to purchase the annuity Contract based upon its own review, if conducted. The Trustees expressly waive any claims against Company and its agents/representatives, officers, and employees related to the purchase of the annuity Contract, and fully release from liability Company and its agents/representatives, officers, and employees from any such claims.
- G. The Trustees further acknowledge and agree that:
- Midland National does not make and has not made any recommendations regarding the use of a Trust for any purpose, Midland National's agents/representatives are not authorized to recommend or sell Trusts while acting in their capacity as an agent/representative for Midland National, and any Trust recommendation should be provided by a qualified tax or legal advisor;
 - Midland National's agents/representatives may also be duly licensed professionals (e.g. attorneys or accountants). However, any tax, estate/probate, or other legal or financial advice provided by such individuals is solely in their capacity as independent professionals, and not in their capacity as an agent/representative of Midland National;
 - The Trustees have not relied upon any representation or advice of any of Midland National's agents/representatives, employees with respect to the validity, terms, or utilization of the Trust as the Owner or Beneficiary of the annuity Contract; and
 - The establishment of the Trust is not required in conjunction with the purchase of the annuity Contract, and that any fees, costs, and/or expenses associated with the establishment of the Trust are independent of any premium paid for the purchase of the annuity Contract.
- H. The Beneficiary(ies) of the Trust is/are each a natural person. No Beneficiary of the Trust is an entity, such as a corporation, another Trust, educational or religious institution, or charity, and the Trustees do not have discretion to pay Trust benefits to any entity. Based on independent advice received from a qualified tax or legal advisor, the Trustees have determined that the Trust will be holding the annuity Policy/Contract as an agent/representative solely for a natural person (or solely for natural persons) within the meaning of section 72(u)(1) of the Internal Revenue Code.
- I. If the Trust is a testamentary Trust, the Trust currently exists and all required probate proceedings have been completed.
- J. The Trust is not a Welfare Benefit Trust or a Trust set up as part of a Non-qualified Deferred Compensation Plan.
- K. The Trustees understand that the annuity Contract will terminate in accordance with the terms of the annuity Contract upon the death of the Annuitant, resulting in a mandatory distribution of funds from the annuity Contract in accordance with its terms.
- L. The Trustees agree that Midland National shall have no responsibility with respect to the use or application of any funds paid to the Trust or the Trustees.
- M. The Trustees agree that each and every Trustee and successor Trustee is bound by the declarations of the Trustees signing this form. The Trustees further agree that Midland National may rely upon the directions of the Trustees identified in this form and any named successor Trustees until Midland National receives at its Executive Office written notification of a change of Trustee in a form acceptable to Midland National. The Trustees agree to notify Midland National of any change in Trustee within a reasonable time. The Trustees further agree to promptly notify Midland National if there is any change of facts that would affect any of the representations, certifications, or agreements contained in this form.
- N. The Trustees agree to release and hold harmless Midland National, its officers, employees, agents/representatives, and affiliates from and against all claims, liabilities, costs, and expenses which may arise or result from:
- any action taken by Midland National at the direction of the Trustees or their successors;
 - any tax, estate/probate, or other legal or financial liability or consequences associated with the Trust's purchase or ownership of the annuity Contract;
 - any error, inaccuracy, or misunderstanding in interpreting the Trust, and
 - Midland National's reliance on the Trustee's representations regarding the Trust or their authority with respect to the Trust.

Note: The number of Trustees indicated in Section 6, Question 1 must sign below.

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

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



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