

Owner's Beneficiary Designation* - In the event of the owner's death, death benefit proceeds are payable to the owner's primary beneficiary. If there are joint owners, the death benefit is payable upon the first death. If there are joint owners, the surviving joint owner, if any, will be the designated primary beneficiary unless otherwise specified below. Note: Complete the Owner's Beneficiary Section if you want to name someone other than the surviving Owner to receive 100% of the death benefit. 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 proceeds.

Primary Contingent

First Name	MI	Last Name	Birth Date (mm/dd/yyyy)
s u r v i v i n g		s p o u s e	/ /
Social Security Number (SSN)**	Relationship To Owner		
- -	s p o u s e		
Percentage			
1 0 0 %			

Primary Contingent

First Name	MI	Last Name	Birth Date (mm/dd/yyyy)
M e g h a n	K	s m i t h	0 3 / 0 3 / 1 9 6 6
SSN**	Relationship To Owner		
- -	D a u g h t e r		
Percentage			
0 5 0 %			

Trust Corporation Estate Other

Full Name

T y l e r J . s m i t h

Primary Contingent

Tax ID Number (TIN)**

4 4 4 4 4 4 4 4 4

Trust Date (mm/dd/yyyy)

0 4 / 0 4 / 1 9 6 8

Percentage

0 5 0 %

Relationship

Son

Add This

Annuitant's Beneficiary Designation* - Complete this section only if the owner(s) and annuitant(s) are not the same. In the event of the annuitant's death, death benefit proceeds are payable to the annuitant's primary beneficiary. If there are joint annuitants, the death benefit is payable upon the second death. If the annuitant's beneficiary is no longer living at the time of the annuitant's death, the annuitant's contingent beneficiary will receive the death benefit proceeds.

Primary Contingent

First Name	MI	Last Name	Birth Date (mm/dd/yyyy)
M a r y	S	s m i t h	0 2 / 0 2 / 1 9 4 0
SSN**	Relationship To Owner		
- -	W i f e		
Percentage			
1 0 0 %			

Primary Contingent

First Name	MI	Last Name	Birth Date (mm/dd/yyyy)
M e g h a n	K	s m i t h	0 3 / 0 3 / 1 9 6 6
SSN**	Relationship To Owner		
- -	D a u g h t e r		
Percentage			
0 5 0 %			

Trust Corporation Estate Other

Full Name

T y l e r J . s m i t h

Primary Contingent

TIN**

4 4 4 4 4 4 4 4 4

Trust Date (mm/dd/yyyy)

0 4 / 0 4 / 1 9 6 8

Percentage

0 5 0 %

*For additional beneficiaries use the Beneficiary Designation Form (8014Y).

** In order to verify beneficiary identification when a Social Security Number or TIN is not provided, a request to obtain either the SSN/TIN or beneficiary address will be sent to the Owner following issue of the contract.



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Page 2 of 4

REV 07-10

Product Selection: **G u a r a n t e e U l t i m a t e 6 (o r 7)**

Tax Status

- Nonqualified Roth IRA SEP IRA IRA TSA/403(b)
 Inherited IRA (MGDO form 8103Y required) Other _____

Complete, if applicable -
Contribution intended
for the Tax Year

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Premium Contract funded by:

Check - amount \$

--	--	--	--	--

 .

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Must be payable to Midland National Life Insurance Company

1035 Exchange - amount \$

1	0	0	0	0	0
---	---	---	---	---	---

 .

0	0
---	---

Example: Nonqualified funds-Life or Annuity contract to a Midland National Annuity

Salary Reduction \$

--	--	--	--	--	--

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 per month (example: TSA)

Direct Transfer - amount \$

--	--	--	--	--	--

 .

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Example: Qualified funds-IRA to IRA Non-Qualified funds-CD or Mutual fund to a
Midland National Annuity

Qualified Rollover - amount \$

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 .

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Example: Qualified funds-401(k) or qualified pension plan to a Midland National IRA
Annuity

For multiple transfers issue contract with: First money received or Last money received*
(Flexible Premium contract only)

*I understand that, this annuity is being funded with more than one premium. I understand that if final funds are received within 60 days of receipt of first funds, that my interest will be credited from the date the contract becomes effective, such date being the date the most recent premium is received in the Home Office. If additional funds are not received within 60 days of receipt of first funds, then the contract will be issued effective the date the most recent funds were received within 60 days of application receipt. If the contract is index linked, the initial index will be set on the effective date of the contract.

Replacement (must be completed)

- 1) Do you have any existing or pending life insurance or annuity contracts? Yes No
2) Will this annuity replace or change any existing life insurance or annuity contracts? Yes No

If you answered "yes" to #2, please provide details, including company name and contract number, below.

Company Name: XYZ Insurance Co

Make sure the answers to the above questions are the same as the

Contract Number: 01236547

agent certification questions on page 4. Lots of NIGO's because they don't match.

Your agent is required to leave with you the original or a copy of all written or printed sales material used in the sale of this product. Please retain all such copies for future reference.

Fraud Warnings and Other Disclosures

AR, DC, KY, LA, ME, NM, OH, OK PA, TN and VA Residents: Any person who knowingly, and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties. **CO Residents:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a contractholder or claimant for the purpose of defrauding or attempting to defraud the contract holder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

WA Residents: It's a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purposes of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits. **NJ Residents:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties. **FL Residents:** Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information is guilty of a felony of the third degree. **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.

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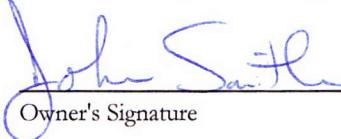
11292Y



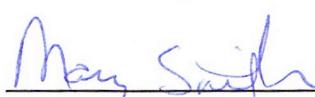
\$ 1 0 1 1 7 2

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. 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 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 as a result of a 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 an US Resident Alien).



Owner's Signature



Joint Owner's Signature

Spouse's Signature

(Required in AK, AZ, CA, ID, LA, NV, NM, TX, WA & WT)

Annuitant Signature (Required in UT)

Signed at:

City

State

Date Signed

A n y w h e r e

N C 0 1 / 0 1 / 2 0 1 2

Agent's Certification (completed by Agent only)

Replacement Information Does the applicant have any existing or pending life insurance or annuity contracts? Yes No
Will this annuity replace or change any existing life insurance or annuity contracts? Yes No
If yes, please provide the name of the company xyz Insurance Co

I certify that I have reviewed this application, determined that all questions are answered fully, completely and accurately as supplied by the applicant and recorded full details as required. I understand that any subsequent modifications or additions made to the application after it is submitted must be initialed by the client. I have not made any statement which differs from this material nor have I made any promises about the expected future values of the contract.

License ID Number - Required in FL

Agent Number

Percentage

o n l y i n F L

M N L A g n t #

1 0 0 %

For Agent Use Only
 A B C

Date Signed

0 1 - 0 1 - 2 0 1 2

Joe Broker

Joe Broker Signature

555-555-1212

Agent/Broker's Full Name (please print)

License ID Number - Required in FL

Agent Number

Phone Number

Percentage

For Agent Use Only
 A B C

Additional Agent Name (please print)



1 0 1 1 7 3

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MNL GUARANTEE ULTIMATE®

ANNUITY DISCLOSURE STATEMENT

Accumulation Value

The Accumulation Value equals your premium, less withdrawals and applicable surrender charges, earning the current guaranteed interest rate. This rate will never fall below the minimum guaranteed interest rate of 1%. This rate is guaranteed for your chosen guarantee period. Ask your sales representative for the current interest rate.

Minimum Guaranteed Contract Value (MGCV)

The MGCV equals 100% of the premiums less any withdrawals (before any Interest Adjustment or reduction for applicable surrender charges), accumulated at the 1% Interest Rate, less surrender charges (as calculated in the Contract). The MGCV Interest Rate is based on the issue date of your Contract and is guaranteed for the entire term of your Contract. Your Contract's Surrender Value is guaranteed to be greater than or equal to the MGCV. See your sales representative for current rate information.

Initial Premium

For Initial Premium amounts of \$200,000 or more, you will receive a higher interest rate. Please ask your sales representative for current interest rates.

Renewal Feature

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

- Select a new Guarantee Period from those available;
- Elect a Pay-out option; or
- Withdraw your Accumulation Value.

If no election is made, the Company will automatically renew your annuity for the same Guarantee Period.

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

Death Benefit

Midland National will pay out, as the Death Benefit, the full Accumulation Value to your beneficiary upon the death of the owner or annuitant.

Note: If joint annuitants are named in the annuity, the Death Benefit will be paid at the second death. If joint owners are named in the annuity, the Death Benefit will be paid at the first death.

The MNL Guarantee Ultimate® is a single premium, multi-year guarantee annuity that accumulates interest through a guaranteed interest rate that is set for 3-, 4-, 5-, 6-, 7-, 8-, 9- or 10-year periods.

LIQUIDITY FEATURES

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

Penalty-Free Withdrawals

(also known as Penalty-Free Partial Surrenders)

Any time after 30 days, you may withdraw an amount equal to interest earned in the current annuity year*, without any surrender charge or Interest Adjustment.

*Interest available in the first year by current Company practice.

Annuity Payout Options

You may select an annuity payout option 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 in force for at least five years and payments are received over at least a five-year period.

Additional Benefit Rider

The following benefit rider covers the annuitant and will be automatically added to your annuity.

- **Nursing Home Confinement Waiver** - Beginning after the first contract year, you may withdraw an increased penalty-free withdrawal amount of 10% of the Accumulation Value without surrender charge or Interest Adjustment each year the annuitant is confined to a qualified nursing home facility for at least 90 consecutive days, after the first contract year. Rider is included at issue ages 75 and younger in states where available.

Required Minimum Distributions

By current Company practice, Required Minimum Distributions that exceed the penalty-free amount may be withdrawn without a surrender charge or Interest Adjustment.

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 plan. For purchase as a qualified plan, you should obtain competent tax advice and consider whether other features, such as the Death Benefit, lifetime annuity payments and riders make the contract appropriate and suitable for your needs. The use of living trusts with the sale of an annuity product can, in the appropriate circumstances, be a valuable planning device. Midland National strongly encourages you to consult your tax or legal advisor before establishing a living trust or purchasing any financial product in connection with utilizing a living trust. Neither Midland National, nor any agents acting on its behalf, should be viewed as providing legal, tax or investment advice.



Refer to contract for complete details. The MNL Guarantee Ultimate® is issued by Midland National Life Insurance Company, West Des Moines, IA on form AC130A (group certificate) or AS130A (individual contract), AR157A, AR194A, AR159A, AR208A and AR209A or appropriate state variation.

Clients Copy

Interest Adjustment

The MNL Guarantee Ultimate includes an Interest Adjustment that is applied only during the surrender charge period to full surrenders and to any partial surrender in excess of the penalty-free amount. This adjustment may decrease or increase the cash Surrender Value depending on the change in interest rates during the period since you purchased your MNL Guarantee Ultimate annuity. See the "Understanding the Interest Adjustment" brochure for more information. Note: Not applicable in all states.

Surrender Charges

By initialing below, I understand that the MNL Guarantee Ultimate annuity is a **long-term contract with substantial penalties for early surrenders**. A surrender charge is assessed, as listed below, on any amount withdrawn, whether as a partial withdrawal or full surrender, that is in excess of the penalty-free amount applicable. Please keep in mind that a surrender during the surrender charge period may result in a loss of premium. However, surrender charges and Interest Adjustments on IRS-Required Minimum Distributions that exceed the penalty-free amount are waived by current Company practice. The surrender charges apply to each Guarantee Period.

Owner(s): Please check the "elect" box next to the Guarantee Period option chosen. You may only elect one Guaranteed Period Option.

Surrender Charges

Product Election	Guarantee Period Option	1	2	3	4	5	6	7	8	9	10
<input type="checkbox"/> Elect	3-Year Guarantee Period Option	10%	10%	10%							
<input type="checkbox"/> Elect	4-Year Guarantee Period Option	10%	10%	10%	10%						
<input type="checkbox"/> Elect	5-Year Guarantee Period Option	10%	10%	10%	10%	10%					
<input checked="" type="checkbox"/> Elect	6-Year Guarantee Period Option	10%	10%	10%	10%	10%	9%				
<input type="checkbox"/> Elect	7-Year Guarantee Period Option	10%	10%	10%	10%	10%	9%	8%			
<input type="checkbox"/> Elect	8-Year Guarantee Period Option	10%	10%	10%	10%	10%	9%	8%	6%		
<input type="checkbox"/> Elect	9-Year Guarantee Period Option	10%	10%	10%	10%	10%	9%	8%	6%	4%	
<input type="checkbox"/> Elect	10-Year Guarantee Period Option	10%	10%	10%	10%	10%	9%	8%	6%	4%	2%
On the contract anniversary following the Annuitant's 100th birthday the surrender charge percentage will be reduced to zero percent.											

Owner(s)
Initials Above:
REQUIRED

Payment of Commission: Midland National will pay a sales commission in connection with the sale of this product. It also may provide other incentives to agents who sell its products. 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.

Applicant: I have received a copy of the product brochure and Company disclosure material for this Contract. I understand that any values shown, other than the guaranteed minimum values, are not guarantees, promises or warranties. The liquidity features are suitable for my financial needs, such as cash for living and other related expenses. This Contract is suitable for my financial needs.

Annuitant's/Owner's Signature

Joint Owner's Signature

Date Signed (mm/dd/yyyy)

01	01	20	12
----	----	----	----

Date Signed (mm/dd/yyyy)

01	01	20	12
----	----	----	----

Agent: I certify that the product brochure and Company disclosure materials have been presented to the applicant. A copy was provided to the applicant. I have made no statements which differ in any significant manner from this material. I have not made any promises or guarantees about the future value of any non-guaranteed elements.

Agent's Signature

Date Signed (mm/dd/yyyy)

01	01	20	12
----	----	----	----



2 4 1 4 8 5

2414850

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



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.

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 contract? YES NO

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	POLICY OR CONTRACT#	ANNUITANT OR INSURED	REPLACED (R) OR FINANCING (F)
1. XYZ Insurance Co	1234567	John Smith	R
2.			
3.			

Make sure you know the facts. Contact your existing company or its agent for information about the old policy or contract. If you request one, 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 Looking for better rate potential.

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

Applicant's Signature and Printed Name	John Smith / Mary Smith	John Smith / Mary Smith	Date
			1/1/2012

Must be dated
Same as
Application
Date

I do not want this notice read aloud to me. _____ (Applicants must initial only if they do not want the notice read aloud.)

Producer's Statement

I certify that only sales materials approved by Midland National were used in conjunction with this transaction, and copies of all sales materials including this Important Notice were left with the applicant. If applicable, electronically presented sales materials shall be provided in printed form to the applicant no later than at the time of policy or contract delivery.

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

Producer's Signature and Printed Name	Date
Agent's Signature	1/1/2012

Original – Midland Office

Yellow – Midland Office

Pink – Applicant

Gold – Agent

Verification of Identity Form

MIDLAND NATIONAL
Life Insurance Company
Annuities at their Best

A Owner #1																						
John T. Smith																						
Name (owner, custodian, trustee, or entity)		SSN, EIN, TIN																				
111-11-1111		01/01/1940																				
Date of Birth																						
1) <input checked="" type="checkbox"/> U.S. Citizen (please proceed to #2)																						
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><input type="checkbox"/> Resident Alien</td> <td>Country of Citizenship:</td> <td>Current Occupation:</td> </tr> <tr> <td colspan="2"></td> <td colspan="2">Employer for past 5 years*</td> </tr> <tr> <td colspan="2"></td> <td colspan="2">Your Address for past 5 years*</td> </tr> <tr> <td>Name</td> <td>Yrs.</td> <td>Address</td> <td>From: To:</td> </tr> <tr> <td>Name</td> <td>Yrs.</td> <td>Address</td> <td>From: To:</td> </tr> </table>			<input type="checkbox"/> Resident Alien		Country of Citizenship:	Current Occupation:			Employer for past 5 years*				Your Address for past 5 years*		Name	Yrs.	Address	From: To:	Name	Yrs.	Address	From: To:
<input type="checkbox"/> Resident Alien		Country of Citizenship:	Current Occupation:																			
		Employer for past 5 years*																				
		Your Address for past 5 years*																				
Name	Yrs.	Address	From: To:																			
Name	Yrs.	Address	From: To:																			
2) Natural Person/Trust Accounts (info of trustee) Representative: Please indicate the form of ID presented and used to verify this owner's identity.																						
<input checked="" type="checkbox"/> Driver's License <input type="checkbox"/> State-issued ID <input type="checkbox"/> Military ID <input type="checkbox"/> Passport <input type="checkbox"/> Alien Registration Card																						
State/Country: North Carolina, USA Number: S1452365214 Exp. Date: 01/01/2015																						
3) Non-Natural/Business or Corporation																						
<input type="checkbox"/> Trust Agreement <input type="checkbox"/> Certificate of Incorporation <input type="checkbox"/> Business License																						
State/Country: _____ Tax ID Number: _____ Date: _____																						
B Owner #2																						
Mary S Smith																						
Name (owner, custodian, trustee, or entity)		SSN, EIN, TIN																				
222-22-2222		02/02/1942																				
Date of Birth																						
1) <input checked="" type="checkbox"/> U.S. Citizen (please proceed to #2)																						
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<input type="checkbox"/> Resident Alien		Country of Citizenship:	Current Occupation:																			
		Employer for past 5 years*																				
		Your Address for past 5 years*																				
Name	Yrs.	Address	From: To:																			
Name	Yrs.	Address	From: To:																			
2) Natural Person/Trust Accounts (info of trustee) Representative: Please indicate the form of ID presented and used to verify this owner's identity.																						
<input checked="" type="checkbox"/> Driver's License <input type="checkbox"/> State-issued ID <input type="checkbox"/> Military ID <input type="checkbox"/> Passport <input type="checkbox"/> Alien Registration Card																						
State/Country: North Carolina, USA Number: S14525874125 Exp. Date: 02/02/2015																						
3) Non-Natural/Business or Corporation																						
<input type="checkbox"/> Trust Agreement <input type="checkbox"/> Certificate of Incorporation <input type="checkbox"/> Business License																						
State/Country: _____ Tax ID Number: _____ Date: _____																						
C Owner(s) Signatures: All owners must sign. Attach additional pages if necessary.																						
By signing this form, I certify that the information provided is accurate. I understand that Midland National Life Insurance Company will use this information only to attempt to verify my identity. Midland National is requesting a copy of the articles of incorporation, partnership documents, trust certification or other similar documents solely for the purpose of attempting to verify my identity as required by federal law. Midland National is not assuming any responsibility for monitoring, maintaining, interpreting or enforcing any terms or provisions of those documents.																						
Signatures:																						
X	John T. Smith	Date: 01/01/2012																				
X	Mary S Smith	Date: 01/01/2012																				
D Agent's Signatures:																						
I attest to the fact that I have viewed the above identified documentation. I also attest that the document did not appear altered and the picture identification supplied appeared to be that of the owner(s).																						
Agent's Name Joe Broker		Agent's Number MNL 2365421																				
Agent's Signature Joe Broker		Date 01/01/2012																				

*If additional room is needed, please attach another piece of paper.



1311130

Midland National Contract Number:

(For Home Office use only.)

Authorization to Transfer Funds

1. Address of Company from which funds are coming

Company Name

X Y Z Insurance Co

Overnight Address (No P.O. Box)

Attn: Annuity Processing Dept

Address (cont.)

1 2 3 4 Bond Street

City

Anywhere

State

V A

Zip Code

1 2 1 2 4 -

Phone

5 5 5 - 5 5 5 - 1 2 5 4

Fax

5 5 5 - 5 5 5 - 7 8 9 6

Annuitant

First Name

John

MI

Last Name

Smith

Social Security Number

1 1 1 - 1 1 - 1 1 1 1

Joint Annuitant

First Name

MI

Last Name

Social Security Number

_____ - _____ - _____

Owner (if different from annuitant)

First Name

John

MI

Last Name

Social Security Number

1 1 1 - 1 1 - 1 1 1 1

Joint Owner (if different from joint annuitant)

First Name

Mary

MI

Last Name

Social Security Number

2 2 2 - 2 2 - 2 2 2 2

Other (Trusts, Corporations, and Estates)

TIN Number

The undersigned hereby requests and directs that the following action be taken in order to transfer the account/policy funds identified below.

2. Select only one box per group

1. My existing account funds are held as

- | | |
|---|--|
| <input checked="" type="checkbox"/> Annuity - Replacement Form Required | <input type="checkbox"/> Certificate of Deposit (CD) |
| <input type="checkbox"/> Life Policy - Replacement Form Required | <input type="checkbox"/> 401(k)/Pension Plan |
| <input type="checkbox"/> Mutual Fund | <input type="checkbox"/> Brokerage Account |
| <input type="checkbox"/> Money Market | <input type="checkbox"/> Checking/Savings Account |

2. My account number is: 1 2 3 4 5 6 7 8

3. Please transfer:

- All Partial (\$ Amount or %) \$. or %

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\$ 1 1 1 6 7 5

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2. Select only one box per group (continued)

4. My existing account is classified as:

- IRA Roth IRA TSA/403(b) Nonqualified SEP-IRA 457 Simple IRA
 Keogh 401(k)/Pension Plan Inherited IRA

*401(k)/Pension Plans may require their own plan-specific forms to be completed. Clients must contact their former employer to initiate the transfer/rollover and to receive future status updates.

5. Please transfer:

- Immediately On

--	--

 /

--	--

 /

--	--	--	--

 date (date referenced cannot exceed 30 calendar days from today's date.)

6. This transaction will be a:

- 1035 Exchange - Surrender a **nonqualified** policy/contract for the purchase of another **nonqualified** contract under Sec. 1035 of the Internal Revenue Code. (1035 Exchanges are not allowed from an annuity to a life insurance policy.)
- Transfer - Surrender of a **qualified** account established under Sec. 402 or 408 of the Internal Revenue Code for reinvestment in a **qualified** annuity contract established under the same section of the Internal Revenue Code. **If minimum distribution is required this year, process prior to the transfer.** Liquidate any stocks, bonds, CDs, mutual funds, money market accounts or other securities.
- TSA/403(b) to TSA - This transaction is intended to qualify as a tax-free transfer under section 403(b) of the code. Liquidate any stocks, bonds, CDs, mutual funds, money market accounts or other securities.
- Direct Rollover - This amount represents all or part of my eligible rollover distribution. I understand there will be no mandatory 20% withholding from this distribution because it is a direct rollover to an eligible retirement plan as defined under applicable tax law. Liquidate any stocks, bonds, CDs, mutual funds, money market accounts or other securities.
- TSA to IRA
 401(k) to IRA
 457 to IRA
 401(A) to IRA
 Pension Plan to IRA

Qualifying Event

- Separated from service Age 59^{1/2} Termination of plan Disability Death
 Liquidation of Non-Qualified account(s).

3. Lost contract statement

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

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4. Assignment of ownership

I/We, the undersigned, hereby state that I/we am/are the owner of the life insurance, endowment, or annuity contract identified above. For the purpose of making an Internal Revenue Code Section 1035 Exchange of insurance or annuity contract, I/We hereby absolutely assign and transfer all rights, benefits, interests, and property I/we have in the above identified contract to the assignee identified above (hereafter "the Company").

This assignment and Section 1035 Exchange is conditioned upon the decision by the Company to issue, on the basis set forth in the application, an annuity contract or life insurance policy. After acceptance of the application by the Company, this assignment will become absolute and the Company will issue to me an annuity contract or life insurance policy in exchange for the partial or full and complete surrender of the above listed contract and that the cash surrender value will be applied as a premium on the contract issued to me by the Company. The cash value received from the surrender of the contract(s) identified above will be credited to the contract issued by the Company upon receipt from the other Company. The Company assumes no liability for any delay by the other Company in processing the assignment of ownership, the request for surrender, or the payment of the cash surrender value. I/We understand that the contract values and terms of the above-identified contract may differ substantially from those in the contract issued by the Company.

I/We understand that the Company will request the immediate surrender of the contract being assigned to them as part of the Section 1035 Exchange. If I/we elect to refuse the policy issued by the Company under the "free-look" provision, I/We recognize that the assigned contract may have already been surrendered for its cash surrender value. If I/we refuse the policy under the "free-look" provision, the Company has no liability beyond the return of the cash surrender value of the assigned contract. If no premium is paid with the application, coverage under the new policy issued by the Company becomes effective when coverage under the existing policy identified above ceases because the other insurer has processed the Company's request for surrender. I/We certify that no proceeding in bankruptcy or insolvency, voluntary or involuntary, is pending against me.

5. Transaction authorization

I/We am/are aware of any surrender/withdrawal penalties, which may apply, and I/we authorize the transaction described above. This transfer request also authorizes Midland National to receive information on the status of this transfer or exchange.

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

I/We agree to release, indemnify, and hold harmless Midland National, its directors, officers, employees, agents, parents, subsidiaries, and affiliates, and their directors, officers, employees, and agents (Midland National), as transfer agent, from and against any and all claims, liabilities, damages, costs, charges and expenses, including reasonable attorney fees, sustained or incurred by reason of any claim, litigation, arbitration or other proceeding arising as a result of Midland National's transfer of the above-referenced funds at my/our request. Without limiting the foregoing, I/we specifically acknowledge and agree that Midland National shall not be responsible for any loss due to market fluctuations which I/we incur as a result of any delay in the transfer of such funds and acknowledge and agree that it is my/our responsibility to request the transferring company to transfer these funds to the fixed or general account of the annuity, mutual fund, or other investment product from which the exchange is being made pending the processing and completion of this request.

Signature of Owner: Owner's Signature

0	1	/	0	1	/	2	0	1	2
---	---	---	---	---	---	---	---	---	---

Date

Signature of Joint Owner: Joint Owner's Signature

0	1	/	0	1	/	2	0	1	2
---	---	---	---	---	---	---	---	---	---

Date

Spousal Signature: not required

		/							
--	--	---	--	--	--	--	--	--	--

Date

If you reside in one of the following community property states, the spouse must also sign:
AK, AZ CA, ID, LA, NM, NV, TX, WA or WI.

TSA/403(b) Employer/Administrator Authorization:

I hereby approve the above referenced request.

Signature of Employer/Authorized Administrator _____

Date: _____ Title: _____

Approval form/certificate attached



\$ 1 1 1 6 7 7

Medallion Signature Guarantee

Only needed if required by
surrendering carrier. You will need
to find out if it is required.

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Leave blank - For MNL to complete

TO BE COMPLETED BY MIDLAND NATIONAL

LETTER OF ACCEPTANCE

This is to certify that the above individual has established an annuity or life insurance policy of the following tax status:

- Nonqualified IRA Qualified TSA/403(b) Roth SEP
 Tax-qualified Inherited IRA

Transfers/Rollovers

Midland National will accept this transaction and will assume full responsibility as trustee for the funds described above. Please withdraw and transfer/rollover on a fiduciary-to-fiduciary basis, all or part of the designated account/policy as instructed above. It is the Owner's intention that this payment shall not constitute actual or constructive receipt to them for income tax purposes based on the transaction type indicated unless it is an IRA conversion to a Roth.

1035 Exchanges

Midland National has accepted complete and absolute assignment of the above named policy in connection with an exchange under Section 1035 of the Internal Revenue Code. This letter will serve as Midland National's acceptance of the above referenced funds.

Cost Basis Requested:

In accordance with the Tax Equity and Fiscal Responsibility Act of 1982, please provide the cost basis information to Midland National.

Cost Basis Annuity/Life

Pre-Tefra (Prior to 8/14/1982)

Post-Tefra (On and after 8/14/1982)

Adjusted Cost Basis: \$ _____

Adjusted Cost Basis: \$ _____

Gain: \$ _____

Gain: \$ _____

Roth IRA Information Requested:

Date Established: _____

Cost Basis: _____

Please make checks payable to issuer/assignee

Midland National

for the benefit of: Leave this form blank. This is for MNL to complete. **Owner(s)**

Annuitant(s)
If different than owner

Our contract number is: _____

By: _____ **Date:** _____
(Signature/Title)

Please return a copy of this form with
the check and correspondence to:
Midland National Annuity Division
PO Box 79907
Des Moines, IA 50325-0907

If shipping overnight, please send checks to:

Midland National Annuity Division
4350 Westown Parkway
West Des Moines, IA 50266
877-586-0243

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