

CERTIFICATION OF TRUST AGREEMENT

Please complete using information from the Trust document



4601 Westown Parkway • Suite 300 • West Des Moines, IA 50266

Policy/Contract Information

Policy / Contract No(s)*: _____

*Please state pending if this form is being submitted with a new application.

Name of Annuitant(s)/Insured: _____

First Name MI Last Name

First Name MI Last Name

Trust Information

Full Name of Trust: _____

Trust Effective Date: ____/____/____ Trust Identification Number / Tax ID Number: _____

Which state law governs this Trust? _____

Preparer of Trust: _____ Preparer's Telephone Number: _____ - _____ - _____

Preparer's Address: _____

Street City State Zip

Grantor/Trustee Information

Name of Grantor(s)/Settlor(s)*: _____

*Note: Midland National requires the Grantor(s) to be the Annuitant(s) if the Trust is the named owner.

First Name MI Last Name

First Name MI Last Name

Name/Address of Trustee(s): _____

First Name MI Last Name

Street City State Zip

First Name MI Last Name

Street City State Zip

Name/Address of Successor Trustee(s): _____

First Name MI Last Name

Street City State Zip

First Name MI Last Name

Street City State Zip

Owner/Beneficiary Information

1. The above referenced Trust Agreement (the "Trust") requires that: (Please mark the appropriate box.)
 all Trustees a majority of Trustees any Trustee Trust only has one Trustee
must sign documents pertaining to the above-referenced Policy/Contract(s) which require a signature.

2. The insurance agent or any person affiliated with the insurance agent is not a beneficiary of the above referenced trust.

Agree Disagree

If marked disagree, please attach an explanation of why your agent or person affiliated with your agent is named as a beneficiary of the trust.

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

3. The relationship of the Trust Beneficiary(ies) to the Annuitant/Insured is:
 Spouse Children Grandchildren Other _____

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

5. If Trust is beneficiary, is it a testamentary trust? Yes No

Please be advised that the Insurer reserves the right to request and receive a copy of the Trust documents if it determines that it is necessary to do so. Before the Insurer pays proceeds at the death of the Annuitant/Owner/Insured of the Policy/Contract(s) it may also require proof that the Trust is then in full force and effect.

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DECLARATION BY TRUSTEE(S)

The Trustee(s) states and agrees that if the Trust is named as owner, it is authorized under the terms of the Trust to purchase and hold insurance; that if the Trust is named as beneficiary of the Policy/Contract(s), it is authorized to receive insurance proceeds. The Trustee represents that they have determined the suitability of the Policy/Contract for the Trust and its conformance to income distribution requirements of the Trust Agreement and to applicable federal and state law.

The Trustee agrees that the Insurer's sole obligation is to perform under the terms of the Policy/Contract(s). The Trustee also agrees that the Insurer may rely on the signature(s) of the Trustee(s) on behalf of the Trust in the same regard as if they were the actual owner or beneficiary of the Policy/Contract(s); the Insurer may rely solely on this Certification as well as the statements and representations made in the associated application, as a basis for issuing and/or performing obligations of the above-referenced Policy/Contract and to determine the Trust is in effect and the information provided is accurate; the Insurer has no obligation to investigate the terms of the Trust or the authority of the Trustee(s) and will not be accountable for knowledge about the terms of the Trust beyond this Certification; the Insurer expressly denies responsibility regarding the use and applications of any payments to the Trustee(s).

The Trustee(s) declares they have had an opportunity to consult with their own independent legal, tax and trust advisors concerning the appropriateness of the Policy/Contract(s) for the Trust and they have the authority to execute this Agreement and bind the Trust to the terms therein. Furthermore, they will, as Trustee(s), and on behalf of the Trust, hold the Insurer and its agents, employees, and other representatives harmless from any action the Insurer takes at the direction of the Trustee(s).

The Trustee(s) declares, solely in its capacity as trustee and not individually and on behalf of the Trust, that each and every Trustee and successor Trustee are bound by this declaration. It is further understood that the Insurer may rely upon the direction of the named Trustee(s) and any named successor Trustee(s) until the Insurer receives written notification at its Executive Office, of a change of Trustee. The Trustee(s) agrees to notify the Insurer within a reasonable time after such a change occurs.

The Trustee further acknowledges and agrees that:

- (a) Neither the Insurer or agents are authorized by the Company to recommend or sell Trusts while acting in their capacity as an agent for the Company and that any trust recommendation should be provided by a qualified advisor;
- (b) neither the Company nor any of its agents, employees or representatives are authorized to give tax or legal advice;
- (c) the Trustee(s) has not relied upon any representation or advice of any of the Insurer's agents, employees or representatives with respect to the terms of validity of the Trust or the utilization of the Trust as the owner and/or beneficiary of this Policy/Contract; and
- (d) the purchase of this Policy/Contract is not required in conjunction with the establishment of the Trust 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 this Policy/Contract.

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

By:		By:	
Trustee Signature	Date	Trustee Signature	Date
By:		By:	
Trustee Signature	Date	Trustee Signature	Date

For Corporate Trustees:

Title/Capacity of Signatory: _____

Trustee Name: _____
(Please print or type)

Trustee Signature: **X** _____ Date: _____ / _____ / _____

