



## 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 59½    ☐ 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.



#### 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/us.

#### 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: \_\_\_\_\_

/  /

Date

Signature of Joint Owner: \_\_\_\_\_

/  /

Date

Spousal Signature: \_\_\_\_\_

/  /

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

Medallion Signature Guarantee

6780Y

\$1116770



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)

Adjusted Cost Basis: \$ \_\_\_\_\_

Gain: \$ \_\_\_\_\_

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

Adjusted Cost Basis: \$ \_\_\_\_\_

Gain: \$ \_\_\_\_\_

**Roth IRA Information Requested:**

Date Established: \_\_\_\_\_

Cost Basis: \_\_\_\_\_

**Please make checks payable to issuer/assignee**

Midland National

for the benefit of: \_\_\_\_\_ **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

