

# Certification of charitable trust



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## Instructions

For use only by Charitable Remainder Annuity Trusts (CRATs) or Charitable Remainder Unitrusts (CRUTs) described by Internal Revenue Code Section 664 and Charitable Trusts described by Internal Revenue Code Section 4947(a)(1)

**Attach completed IRS Form W-9. Form must have the exemption code listed.**

Please complete using information from the Trust document.

## 1. Annuity Contract information

Annuity Contract number (if assigned)

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

### Name of Annuitant(s)

Name (first, middle initial, last)

Name (first, middle initial, last)

## 2. Trust information

Full name of Trust

Trust effective date

Tax Identification number

Trust effective date is either the date the Trust was originally effective or the last Trust amended date, whichever is most recent.

Which state law governs this Trust?

What is your Charitable Trust type? (please choose one)

- Charitable Remainder Trust (CRAT)     Charitable Trust-IRC 4947(a)(1)  
 Charitable Unitrust (CRUT)

Is the Trust a Grantor Trust?  Yes  No

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

### 3. Grantor/Trustee information

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

Name (first, middle initial, last)

Name (first, middle initial, last)

**Name/address of Trustee(s):**

Name (first, middle initial, last)	Date of birth (mm/dd/yyyy)	Social Security number
Street address		Apartment/Suite number
City	State	ZIP
Phone number		
Name (first, middle initial, last)	Date of birth (mm/dd/yyyy)	Social Security number
Street address		Apartment/Suite number
City	State	ZIP
Phone number		

**Name/address of Successor Trustee(s):**

Name (first, middle initial, last)	Date of birth (mm/dd/yyyy)	Social Security number
Street address		Apartment/Suite number
City	State	ZIP
Phone number		
Name (first, middle initial, last)	Date of birth (mm/dd/yyyy)	Social Security number
Street address		Apartment/Suite number
City	State	ZIP
Phone number		

### 4. Owner/Beneficiary information

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

All Trustees  A majority of Trustees  Any Trustee

The above-referenced must sign documents pertaining to the above-referenced annuity Contract(s) 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, 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 a annuity Contract sold by that agent/representative, unless that agent/representative is a family member, or has a recognized insurable interest. Additionally, Midland National® Life Insurance Company annuity Contracts prohibit our agents/representatives from serving in any capacity that may be construed as creating a direct or indirect conflict of interest with regard to any annuity Contracts for which they are or have been the agent(s)/representative(s) of record.*

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

*Be advised that Midland National reserves the right to request and receive a copy of the Trust documents if it determines it is necessary to do so. Before Midland National pays proceeds at the death of the Annuitant/Owner of the annuity Contract(s), it may also require proof that the Trust is then in full force and effect.*

## 5. Waivers, releases of liability, and certifications

CAUTION: THIS SECTION CONTAINS A WAIVER AND RELEASE OF LIABILITY. THIS SECTION ALSO CONTAINS A CERTIFICATION OF THE TRUST'S STATUS UNDER INTERNAL REVENUE CODE §§ 664 OR 4947(a)(1). THIS FORM SHOULD NOT BE USED IF THIS CERTIFICATION CANNOT BE PROVIDED. READ CAREFULLY.

This section is to be completed and signed by ALL Trustees required by the response to question 1 in part D above. 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.

In connection with and in consideration for the issuance of one or more annuity Contracts by Midland National® Life Insurance Company ("Company"), the undersigned persons (the Trustees) on behalf of the Trust 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. Company may rely upon the signatures of the Trustees on behalf of the Trust as if they were the actual Owner and Beneficiary of the annuity Contract.
- B. The Trust is authorized under the terms of the Trust to purchase and hold the annuity Contract, and the Trust is authorized under the terms of the Trust to receive the annuity Contract proceeds.
- C. The Trustees acknowledge and agree that Company has no responsibility for reviewing or interpreting Trust or Trust-related documents, that Company will issue and administer the annuity 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. The Trustees agree that Company shall have no responsibility with respect to the use or application of any funds paid to the Trust or the Trustees.
- D. 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 requirements 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.
- E. The Trust is domiciled in the United States and is either:
  - i. A Charitable Unitrust or Charitable Annuity Trust that is described by and complies with the requirements of Internal Revenue Code § 664, and the Trust has and will continue to comply with all Internal Revenue Service ("IRS") rules in order to maintain such status for the full duration of the annuity Contract (herein referred to as an "IRC § 664 Trust"), or
  - ii. A Charitable Trust that is described by and complies with the requirements of Internal Revenue Code § 4947(a)(1), and the Trust has and will continue to comply with all IRS rules in order to maintain such status for the full duration of the annuity Contract (herein referred to as an "IRC § 4947(a)(1) Trust").
- F. The Trustees will promptly provide to Company a signed IRS Form W-9 confirming its status as an IRC § 664 Trust or as an IRC § 4947(a)(1) Trust (as defined in paragraph E above). The Trustees also agree to promptly provide a new signed IRS Form W-9 and any other IRS forms that Company requests in order to satisfy its tax reporting and other obligations under U.S. tax laws.
- G. The Trustees will promptly notify Company if the Trust's status as an IRC § 664 Trust or as an IRC § 4947(a)(1) Trust (as defined in paragraph E above) should change.
- H. The Trustees have determined the annuity Contract is suitable for the purposes of the Trust, and the annuity Contract conforms to the income distribution requirements of the Trust and to applicable state and federal laws. The Trustees have sought advice from their own qualified tax and legal advisors regarding any questions related to the suitability, purchase, and ownership of an annuity Contract by the Trust, and have independently determined that purchase of the annuity Contract is appropriate for the Trust. The Trustees acknowledge that neither Company nor any of its agents/representatives, officers, or employees has made any representations regarding the suitability of the purchase of the annuity Contract nor the potential tax liabilities or implications of such purchase to the Trust. The Trustees acknowledge that distribution of the annuity contract funds may result in surrender charges and/or Market Value Adjustments (also known as Interest Adjustments) pursuant to the terms of the annuity Contract. The Trustees further acknowledge that the purchase and ownership of an annuity Contract by the Trust may have significant tax, estate/probate, and other legal and financial consequences for the Trust and Trust's Beneficiaries.

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## 5. Waivers, releases of liability, and certifications (*continued*)

- I. The Trustees further acknowledge and agree that:
  - i. Company does not make and has not made any recommendations regarding the use of a Trust for any purpose, Company's agents/representatives are not authorized to recommend or sell Trusts while acting in their capacity as agents/representatives for Company, and any Trust recommendation should be provided by a qualified advisor;
  - ii. Neither Company nor its agents/representatives, employees, or representatives are authorized to give tax, estate/probate, or other legal advice. Although some Company agents/representatives may also be duly licensed professionals (e.g. attorneys or accountants), any tax, estate/probate, or other legal advice provided by such individuals is solely in their capacity as independent professionals, and not in their capacity as agents/representatives of Company;
  - iii. The Trustees have not relied upon any representation or advice of any of Company's agents/representatives, employees, or representatives with respect to the validity, terms, or utilization of the Trust as the Owner and Beneficiary of the annuity Contract; and
  - iv. The establishment of the Trust is not required in conjunction with the purchase of the annuity Contract, and 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.
- J. The annuity Contract is being purchased for reasons other than tax-deferred accumulation.
- K. The annuity Contract is not being purchased in connection with a welfare benefit plan or in connection with any deferred compensation plan. In this regard, the annuity Contract is not being purchased in connection with any qualified deferred compensation plan (such as a plan described in Internal Revenue Code §§ 401, 403, 408 or 457) or any non-qualified deferred compensation or executive compensation plan.
- L. The Trust is the sole Owner of the annuity Contract. Also, the Trustees agree that the Trust will continue to be the sole Owner of the annuity Contract throughout the life of the annuity Contract (apart from transfers that are permissible under Internal Revenue Code §§ 664 or 4947(a)(1), as applicable). The Trustees assume all responsibility for any tax consequences that may arise due to any change in Owner occurring after the annuity Contract is issued.
- M. The named Annuitant is irrevocable. Also, at the time of issuance of the annuity Contract, the Annuitant is a natural person who is the settlor of the Trust, a relative of the settlor of the Trust, or affiliated with the Trust in a manner approved by the Company. Should the annuity Contract be annuitized based on a life-contingent annuity option, all annuity payments will be based on the age and life of the Annuitant.
- N. The Trust is designated as the sole irrevocable Beneficiary of the annuity Contract. In this regard, the Trustees agree that the Trust will continue to be the sole irrevocable Beneficiary of the annuity Contract throughout the life of the annuity Contract (apart from changes in Beneficiary that are permissible under Internal Revenue Code §§ 664 or 4947(a)(1), as applicable). The Trustees assume all responsibility for any unintended tax consequences that may arise due to any change in Beneficiary occurring after the annuity Contract is issued. The death benefit provided under the annuity Contract will be paid to the Beneficiary upon the death of the last surviving Annuitant (whether provided as a lump sum or through payments permitted under the distribution rules contained in the annuity Contract) and any taxes on the death benefit proceeds will be reported upon disbursement.
- O. All statements, correspondence, and information will be provided only to the Trust or its properly designated representative.
- P. 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 Company may rely upon the directions of the Trustees identified in this form and any named successor Trustees until Company receives at its Executive Office written notification of a change of Trustee in a form acceptable to Company. The Trustees agree to notify Company of any change in Trustee within a reasonable time. The Trustees further agree to promptly notify Company if there is any change of facts that would affect any of the representations, certifications, or agreements contained in this form.
- Q. The Trustees and Trust agree to release and hold harmless Company, its officers, employees, agents/representatives, and affiliates from and against all claims, liabilities, costs, and expenses which may arise or result from:
  - i. any action taken by Company at the direction of the Trustees or their successors;
  - ii. any tax, estate/probate, or other legal or financial liability or consequences associated with the Trust's purchase or ownership of the annuity Contract;
  - iii. any error, inaccuracy, or misunderstanding in interpreting the Trust, and
  - iv. Company's reliance on the Trustees' representations regarding the Trust or their authority with respect to the Trust.
- R. The Trustee acknowledges that if the annuity Contract contains a guaranteed living benefit, lifetime payments will terminate upon death of the Annuitant(s)/covered person(s) as defined in the annuity Contract.
- S. All disbursements prior to maturity will be made payable to the Trust. Electronic Fund Transfers (EFT) will be sent to the Trust's bank account.
- T. The annuity Contract will be a non-qualified annuity.

## 6. Signature

By signing below, the undersigned on behalf of the Trust acknowledges receipt of this Certification of Charitable Trust and the Trust's agreement with its terms. The undersigned represent, warrant, and certify to Company and its affiliates that:

- (i) the undersigned is the Trustee of the Trust identified above and is duly authorized to sign this certification on behalf of the Trust identified above;
- (ii) the undersigned has full and complete authority to act on behalf of the Trust to execute this Certification and any applications, forms (including tax forms), authorizations, disclosures, and other documents in connection with the ownership of the annuity Contract without the need for any additional independent authorization or ratification; and
- (iii) Company may rely solely on this certification to determine that the Trust is duly organized, validly existing and in good standing with all applicable laws; and
- (iv) Company may rely solely on the signature(s) of the persons designated as authorized persons herein for the exercise of any rights under the annuity Contract.

**CA Residents:** for your protection California law requires the following to appear on this form:

Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

Printed name of Annuitant	Relationship of Annuitant to Trust (e.g., settlor or relative of settlor)
<input type="text"/>	<input type="text"/>
Signature of Annuitant (not applicable for death claims)	Date signed (mm/dd/yyyy)
<input type="text"/>	<input type="text"/>
Printed name of authorized person signing as Owner*	Relationship to Trust: Trustee of the Trust
<input type="text"/>	<input type="text"/>
Signature of authorized person signing as Owner/Trustee	Date signed (mm/dd/yyyy)
<input type="text"/>	<input type="text"/>
Printed name of authorized person signing as Owner*	Relationship to Trust: Trustee of the Trust
<input type="text"/>	<input type="text"/>
Signature of authorized person signing as Owner	Date signed (mm/dd/yyyy)
<input type="text"/>	<input type="text"/>

\*Must be the Trust's Trustee signing on behalf of the Trust

