

Questions? Call 1-800-888-2461.

Instructions

This Trust or Entity Certification Form ("Form") must be used when a trust or other non-natural person (collectively "Entity"), is the owner of the annuity contract ("Contract"). This Form identifies individuals who are authorized to conduct transactions in, and exercise ownership rights with respect to, the Contract on behalf of an Entity (hereinafter referred to as "Authorized Person") and to also identify specific roles of persons named in the Entity's governing document(s). Please type or print.

1. Tax Information

Under Section 72(u) of the Internal Revenue Code, if an annuity contract is owned by a non-natural person, the contract will not be treated as an annuity for federal income tax purposes. Instead, the income on the contract will be treated as ordinary income. However, there are exceptions to this rule, one of which applies if the annuity is held by a trust or other entity as agent for a natural person. You should consult a tax advisor to determine if an exception in Section 72(u) applies to your Contract.

By signing this form, you certify that the Contract qualifies for one of the exceptions to Section 72(u) and therefore should be treated as an annuity for federal income tax purposes.

2. Provide Annuitant Information

The Annuitant must be a natural person. If the owner is an Entity that is using the social security number of an individual for its tax identification number, that individual must be named as the Annuitant (age restrictions may apply). Any change to, or death of, the Annuitant will result in a death benefit becoming payable under the Contract.

Annuitant Complete Legal Name _____
First MI Last

☐ Male ☐ Female **Date of Birth** _____ **Social Security Number** _____
(mm/dd/yyyy)

Relationship to Owner _____

Annuity contract number (if known) _____

3. Provide Entity Information

Full Name of Entity _____

Date Entity Was Established _____
(mm/dd/yyyy)

Tax Identification Number or EIN of Entity _____

State Where Established _____

Mailing Address of Entity _____
Street Address City State Zip Code

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Type of Entity:

- ☐ Revocable Trust
☐ Irrevocable Trust

Does the trust qualify as a "Grantor Trust" as defined in Section 671 et seq. of the Internal Revenue Code?

- ☐ Yes
☐ No

Note: If the trust is a Grantor Trust, the Grantor must be named as the annuitant.

Is any beneficiary of the trust a non-natural person (e.g., charitable organization, sub-trust, corporation)?

- ☐ Yes
☐ No (By checking "No," you certify that all beneficiaries of the trust are natural persons and understand that Security Benefit will tax report in reliance on this certification.)

Note: Security Benefit takes the position that, if all beneficiaries of a non-grantor trust (i.e., beneficiaries named in the trust document) are natural persons, the trust may be treated as holding the Contract for a natural person under Section 72(u) of the Internal Revenue Code. Security Benefit also takes the position that a sub-trust is not a natural person beneficiary, even if the beneficiary of the sub-trust is a natural person.

Security Benefit does **not** accept the types of trusts listed on the attached instructions as annuity owners. Please review this list carefully. **By signing this form, you certify that the trust is NOT one of the trust types Security Benefit does not accept.**

If you have questions about what types of trusts Security Benefit accepts as annuity owners, please contact our Service Center at 800.888.2461.

Name of Grantor/Settlor (1) _____

SSN _____ **Date of Birth** _____ **Date of Death (if applicable)** _____
(mm/dd/yyyy) (mm/dd/yyyy)

Name of Grantor/Settlor (2) _____

SSN _____ **Date of Birth** _____ **Date of Death (if applicable)** _____
(mm/dd/yyyy) (mm/dd/yyyy)

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Name of Trustee (1) _____

Name of Trustee (2) _____

Name of Trustee (3) _____

Name of Trustee (4) _____

Name of Successor Trustee (1) _____

Name of Successor Trustee (2) _____

Name of Trust Beneficiary Identified in the Trust (1) _____

Name of Trust Beneficiary Identified in the Trust (2) _____

Name of Trust Beneficiary Identified in the Trust (3) _____

Name of Trust Beneficiary Identified in the Trust (4) _____

☐ Other _____
(Enter entity type)

Authorized Person(s): Provide the names of all individuals authorized to transact business in, and exercise ownership rights with respect to, the Contract on behalf of the Entity.

Authorized Person's Name	Title
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Authorized Person's Name	Title
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Authorized Person's Name	Title
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Authorized Person's Name	Title
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If there are multiple Authorized Persons:

☐ Any one may act alone ☐ A majority may act for all ☐ All must act unanimously

☐ The following must act jointly _____

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4. Certification and Declaration by Authorized Person(s)

Each undersigned Authorized Person does hereby certify and affirm the following:

1. All information provided on this Form is accurate and complete.
2. The Entity is in full force and effect and its authority has not been revoked, modified or amended in any manner that would cause the representations in this Form to be incorrect. Security Benefit may rely solely on this Form, as well as the statements and representations made in the associated application, as a basis for issuing the Contract and performing obligations arising from the Contract, including, but not limited to, tax reporting. Neither Security Benefit nor anyone acting as its agent, employee or representative is responsible for determining the authority of the Authorized Person(s) to act on behalf of the Entity or inquiring into or reviewing the provisions of any governing document of the Entity; however, Security Benefit may request a copy of the governing document of the Entity. Neither Security Benefit nor anyone acting as its agent, employee or representative shall be charged with any knowledge of the Entity beyond the information contained in this Form. I/We understand that Security Benefit, its affiliates, and service providers, and its and their agents, employees, and representatives will administer the Contract according to its terms and without regard to the terms of the Entity's governing documents(s).
3. I/We are duly authorized to act as Authorized Person(s) under the terms of the governing documents of the Entity and/or applicable law. I/We have the power to exercise all rights associated with ownership of the Contract, including but not limited to Contract purchase, Contract surrender, selection of and transfers among the fixed account, index accounts, and/or variable subaccounts (as applicable), withdrawal of funds, distributing or assigning the Contract, or agreeing to any release, modification or amendment of the Contract.
4. I/We agree to act in accordance with the terms of the Entity's governing documents when engaging in transactions, providing instructions, or other activity involving the Contract or the proceeds thereof, including, but not limited to, withdrawals and distributions by or on behalf of the Entity. I/We agree that neither Security Benefit nor any of its affiliates or service providers nor any of its or their agents, employees, or representatives shall have any liability with respect to the use of any proceeds withdrawn from or otherwise paid out of the Contract by or at the instruction of the Authorized Person(s), verbal or written.
5. I/We understand that under Section 72(u) of the Internal Revenue Code, an annuity owned by a non-natural owner will receive tax deferred status for federal income tax purposes only if the annuity is held by a trust or other entity as agent for a natural person. I/We certify that the Entity's ownership of the Contract does currently, and will continue to for so long as the Contract is in force, satisfy this exception under Section 72(u). I/We understand that Security Benefit will treat the Contract as tax deferred for federal tax purposes and tax report accordingly in reliance on my/our certification that the Entity's ownership of the Contract meets an exception under Section 72(u), and agree to indemnify and hold Security Benefit and its agents, employees, and representatives harmless from any adverse tax consequences or other liability resulting from my/our incorrect interpretation of Section 72(u).
6. On behalf of the proposed Owner, I/we certify and understand that the death or change of the Annuitant will trigger a death claim becoming payable on the Contract.
7. If the Owner is a trust, I/we certify that the trust is **not** one of the trust types that Security Benefit does not accept.
8. In my/our capacity as Authorized Person(s), and jointly and severally with the other Authorized Person(s), I/we indemnify Security Benefit, its agents, employees and representatives and agree to hold Security Benefit, its agents, employees and representatives harmless against all obligations, demands, losses or liabilities (including attorneys' fees) that may arise as a result of Security Benefit's reliance on this Form and/or transactions or actions by the undersigned, including, but not limited to, proceeds withdrawn from the Contract by or at the instruction of the undersigned. This indemnification shall survive termination of this Form and the Contract.
9. I/We acknowledge and agree that Security Benefit is not responsible for any adverse tax consequences, including tax consequences resulting from limitations on the availability of income payout options on the death of the Annuitant.
10. I/We have had the opportunity to consult with an attorney and/or a tax advisor, to the extent necessary, before executing this Form.

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11. I/We agree to inform Security Benefit in writing promptly of any Entity amendments, change of Authorized Person(s), or other facts or events that would affect or alter the information provided on this Form and, in such a case, to submit a new Form. I/We understand that each Form submitted to Security Benefit will revoke in its entirety any previously submitted Form, and that any revocation will not impose on Security Benefit any liability resulting from transactions initiated before Security Benefit has had a reasonable amount of time to act upon the revocation.
12. I/We further understand that any change in ownership may affect certain Contract features and/or cause certain Contract features to terminate.
13. I/We affirm that: (1) I/We are capable of evaluating investment risks independently, both in general and with regard to particular transactions and investment strategies involving a security or securities; (2) I/We are exercising independent judgment in our actions with respect to the Contract; and (3) I/We believe this Contract is suitable for the Entity in light of its investment objectives and financial status.

X	_____	_____	_____
	Authorized Person's Signature	Title	Date (mm/dd/yyyy)
X	_____	_____	_____
	Authorized Person's Signature	Title	Date (mm/dd/yyyy)
X	_____	_____	_____
	Authorized Person's Signature	Title	Date (mm/dd/yyyy)
X	_____	_____	_____
	Authorized Person's Signature	Title	Date (mm/dd/yyyy)



Trusts as Owner Information

We accept revocable and irrevocable trusts as long as they are not one of the trust types listed below. We do not accept any trust as an owner of an Inherited IRA or non-qualified stretch annuity.

Unacceptable Trust Types	Common Descriptions and Keywords
A-B Trust	A trust created by a married couple with the objective of minimizing estate taxes. An A-B Trust divides into two trusts upon the death of the first spouse. The "A Trust" is commonly known as the Marital Trust. The "B Trust" is commonly known as the Credit Shelter Trust. Each spouse places assets in the A-B trust and names someone other than the other spouse as final beneficiary.
Bypass/Credit Shelter Trust	A type of irrevocable trust most commonly used to pass assets from parents to children at the time of the second parent's death. It is structured so the children will not have to pay estate taxes on assets in excess of the current estate tax exemption.
Cemetery Trust	<i>Keywords: Perpetual, Maintenance, Endow, Pooled-Income, Mortuary, Morgue</i>
Charitable Lead Trust	Designed to reduce beneficiaries' taxable income by first donating a portion of the trust's income to charities and then, after a specified period of time, transferring the remainder of the trust to the beneficiaries. <i>Keywords: Charity, Foundation, CRT, NINCRUT, NIMCRUT, CRUT</i>
Charitable Remainder Trust	A tax-exempt irrevocable trust designed to reduce taxable income while also donating funds to a designated charity. <i>Keywords: Charity, Foundation, CRT, NINCRUT, NIMCRUT, CRUT</i>
Charitable Trust—IRC 4947(a)	A Charitable Trust is a set of assets, usually liquid, that a donor signs over or uses to create a charitable foundation. The assets are held and managed by the charity for a specified period of time, with some or all interest that the assets produce going to the charity. <i>Keywords: Charity, Foundation, CRT, NINCRUT, NIMCRUT, CRUT</i>
Charitable UniTrust	Also known as a Charitable Remainder Trust, used by individuals to make a substantial contribution to a charitable organization. A donor transfers property to a trust, while retaining the right to receive payments from the trust for a term chosen by the donor. When the term has ended, the trust estate is paid to a public charity designated by the donor. <i>Keywords: Charity, Foundation, CRT, NINCRUT, NIMCRUT, CRUT</i>
Corporate Trust	<i>Keywords: Voting, Qualified, Sub-chapter, Business, Simple, Complex</i>
Dynasty/Perpetual Trust	A long-term trust created to pass wealth from generation to generation without incurring estate, gift, or other transfer taxes.
Educational Trust	A trust that supports a school or supports an individual's education.
Employee Benefit Plan/Trust	A trust set up by a company to provide benefits to employees and their families.
Escrow Trust	<i>Keywords: Safekeeping, Preservation</i>
Funeral Trust	<i>Keywords: Pre-need, Burial</i>
Gift Trust	A trust set up to avoid taxes on gifts that exceed the annual gift tax exclusion amount. Gift taxes are almost always paid by the gift giver, and if they exceed \$15,000 in one year, the excess is taxable. <i>Keywords: Defective</i>
International Trust	<i>Keywords: Foreign</i>
Irrevocable Life Insurance Trust	Created to pay for life insurance premiums.
Life Insurance Trust	A trust that owns a life insurance policy.
Lottery Trust	A trust to protect lottery winnings. <i>Keywords: Lottery, Blind</i>
Pension Trust	A trust set up to pay pension benefits. <i>Keywords: Employee, Benefit</i>
Residuary Trust	The "B Trust" portion of an A-B Trust.
Savings Trust	A trust designed for saving and growing money over time.
Structured Settlement Trust	A negotiated arrangement where a claimant agrees to resolve a personal injury claim by receiving some part of the settlement in the form of periodic payments rather than a lump sum. <i>Keywords: Personal Injury</i>
Testamentary Trust	A trust which is specified within a person's will and goes into effect at death. <i>Keywords: Will, Estate</i>
Veterans Eligibility Trust	An irrevocable trust set up to reduce a veteran's assets and make him or her eligible to receive certain veterans' benefits.

Required Forms	
Trust as owner/beneficiary	Trust or Entity Certification Form
Corporation as trustee	Corporate Resolution



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Mail to:

Security Benefit
P.O. Box 750497
Topeka, Kansas 66675-0497
Fax to: 785.368.1772

For expedited or overnight delivery:

Security Benefit
Mail Zone 497
One Security Benefit Place
Topeka, Kansas 66636-0001

Visit us online at SecurityBenefit.com

