



American Equity Investment Life Insurance Company of New York

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Certification of Trust

Please complete and submit this form when a trust ("Trust") is the owner of an American Equity of New York ("Company") annuity contract. You must complete all requested information. Prior to completing this form, please review the definitions and information on the Instructions page.

Please consult your tax or legal advisor before completing the information on this form.

Contract Number: _____ Check this box if a contract number has not been issued:

SECTION 1: TRUST INFORMATION

Full Name of Trust: _____

Trust effective date: _____ Is the Trust currently in force? Yes No State law that governs Trust: _____

Is the Trust revocable or irrevocable? Revocable Irrevocable

Is the Trust living or testamentary? Living Testamentary*

*If the trust is testamentary, have all required probate proceedings been completed and does the trust currently exist?

Yes No

Does the Trust use the grantor's Social Security Number as the Trust's taxpayer identification number (TIN)? Yes* No

**If the Trust uses the grantor's SSN for the Trust's TIN, the grantor must be the annuitant. The grantor's spouse may be a joint annuitant if permitted by the terms of the Trust.*

Grantor's Name: _____ Is this grantor still living? Yes No

Co-Grantor's Name (if applicable): _____ Is this grantor still living? Yes No

SECTION 2: TAX-DEFERRAL STATUS

Generally, an annuity owned by a trust is not entitled to tax-deferral unless the trust qualifies as a Grantor Trust or the trustee is acting as an representative for a natural person. If the Trust qualifies as a Grantor Trust, the grantor must be the annuitant. The grantor's spouse may be a joint annuitant if permitted by the terms of the Trust.

2a. Does the Trust qualify as a "Grantor Trust" as defined under section 671 *et seq.* of the IRC?

- Yes. Please move on to Section 3.
 No. Please answer questions 2b and 2c, below.

2b. Is any beneficiary of the Trust a non-individual (corporation, charity, etc.)? Yes No

2c. Does the trustee have discretion to pay any Trust assets to a non-individual (corporation, charity, etc.)? Yes No

If the Trust is not a grantor trust and either (i) a beneficiary of the trust is a non-individual, or (ii) the trustee has discretion to pay trust assets to a non-individual, we will report any earnings to the trust each year on IRS Form 1099-INT, regardless of whether any distributions are actually made from the annuity.

SECTION 3: ANNUITANT INFORMATION

Annuitant's relationship to the Trust (check all that apply):

Grantor Trustee Beneficiary

Joint Annuitant's relationship to the Trust (if a joint annuitant is named) (check all that apply):

Grantor Trustee Beneficiary Grantor's Spouse

SECTION 4: STATEMENT OF UNDERSTANDING REGARDING ANNUITY DEATH BENEFIT

The annuity death benefit is only payable upon the death of an annuitant. In order for a Trust grantor's death to trigger payment of the death benefit, that grantor must be an annuitant. If a death claim is not triggered, contractual surrender charges will apply if the annuity is surrendered. If the Trust terminates upon the death of a grantor who is not an annuitant, the trustee is responsible for completing an ownership change.

Check here to confirm you have read and understand the above statement

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SECTION 5: TRUSTEE INFORMATION

Please list the number of current trustees: ____

If the trust has more than one trustee, what do the terms of the trust require when acting on behalf of the trust? *(Please select one)*

- Each trustees may act alone
- Majority of trustees must act together
- All trustees must act together

Please complete the following information for ALL current trustees. Please attach additional pages if insufficient space. All current trustees must sign Section 7 of this form.

1. _____ (____) _____
First Name Last Name Phone Number

Address Email

2. _____ (____) _____
First Name Last Name Phone Number

Address Email

3. _____ (____) _____
First Name Last Name Phone Number

Address Email

Please complete the following information for ALL successor trustees. Please attach additional pages if insufficient space.

1. _____ (____) _____
First Name Last Name Phone Number

Address Email

2. _____ (____) _____
First Name Last Name Phone Number

Address Email

3. _____ (____) _____
First Name Last Name Phone Number

Address Email

SECTION 6: REPRESENTATIVE RELATIONSHIP

Is the insurance representative, the representative’s spouse or anyone associated with the representative a beneficiary, trustee, successor trustee, or trust protector of the Trust? No Yes

If Yes, please select the one option that best describes the representative’s relationship to the trust grantor (options include in-law relationships): Spouse Sibling Child Parent Grandparent Grandchild Aunt/Uncle Niece/Nephew

Many states have laws which prohibit insurance representatives from serving as a trustee of a trust or having a beneficial interest in any annuity which that insurance representative sold, unless there is a recognizable insurable interest under state law. Additionally, the Company does not allow insurance representatives, their spouses, or anyone associated with the representative to be a beneficiary, trustee, successor trustee, or trust protector of a trust that is the owner or beneficiary of an annuity contract unless the representative has a close familial relationship with the trust grantor.

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SECTION 7: CERTIFICATIONS AND ACKNOWLEDGMENTS

THIS SECTION CONTAINS A WAIVER AND RELEASE OF LIABILITY. PLEASE READ CAREFULLY BEFORE SIGNING.

The trustee(s) of the Trust, by signing this form, acknowledges, certifies and agrees that:

1. The information provided on this form is complete and accurate. The Trust is currently in force and valid and has not been changed, amended, or altered in any way which would make the information provided on this form inaccurate, incomplete, or misleading.
2. The Company has no obligation to investigate the accuracy of the information on this form, the terms of the Trust, or the authority of the trustee(s). The Company is relying solely on accuracy of the information provided on this form and not on any information contained in any Trust documents, and is not accountable for knowledge about the terms of the Trust beyond the information provided on this form.
3. The Trust, by its terms, is authorized to purchase and hold an annuity contract, and the Trust and beneficiaries of the Trust have an insurable interest in the annuitant of the annuity and the annuitant is permitted under applicable law and the terms of the Trust. The annuity being purchased is appropriate under the terms of the Trust and conforms with any required income distribution requirements in the Trust.
4. The trustee(s) is executing this form and all other paperwork required by the Company in his/her official capacity as trustee of the Trust, regardless of whether the trustee actually indicates such on the signature line. The Company is permitted to accept any paperwork signed by the person(s) listed on this form as trustee as being executed by the trustee of the Trust.
5. Neither the Company nor its independent representatives are authorized to recommend or sell trusts and any trust recommendation should be provided by a qualified advisor. The trustee(s) has not relied upon any representation or advice of the Company or the Company's officers, employees, agents, or independent insurance representatives with respect to the terms or validity of the Trust or the utilization of the Trust as the owner and/or beneficiary of any annuity.
6. The trustee(s) has made an independent determination as to the suitability of the annuity for the Trust and has consulted with, or has had the opportunity to consult with, independent tax, legal, and financial advisors regarding the purchase of this annuity. The trustee(s) further acknowledges that the Company may conduct its own suitability evaluation of the annuity purchase consistent with any requirements under state or federal law and may reject the annuity application based on the results of its evaluation.
7. Under Section 72(u) of the IRC, an annuity owned by a non-individual, including a trust, is generally not entitled to tax-deferred status, unless one of the following exceptions applies: (1) the Trust is a Grantor Trust within the meaning of section 671 of the IRC; or (2) the trustee of the Trust is acting merely as an agent for a natural person who is a beneficiary of the Trust. If an exception does not apply, the interest on the annuity which accumulates each year may be treated as ordinary income to the annuity owner each year, whether or not any distributions are made from the annuity. The trustee(s) agrees that the Company is not responsible for any adverse tax consequences and that it is the sole responsibility of the trustee(s) to determine whether one of the above-noted exceptions applies.
8. The purchase of the annuity is not required in conjunction with the establishment of the Trust 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.
9. The Company may rely upon the direction of the trustee(s) until the Company receives written notification at its home office, of a change of trustee. The trustee(s) agrees to notify the Company within a reasonable time after such a change occurs.
10. The Company's sole obligation is to perform under the terms of the annuity contract and that the Company may rely on the signature(s) of the trustee(s) in the same regard as if they were the actual owner or beneficiary of the annuity. The Company has no responsibility regarding the use of any payments which are made to the trustee(s) pursuant to the terms of the annuity contract.
11. Each of the undersigned trustees, jointly and severally, and in their capacities as trustees, indemnifies the Company (including the Company's representatives, officers and employees) and agrees to hold the Company harmless against all obligations, demands, losses or liabilities (including attorney's fees) that the Company incurs, suffers, or pays as a result of the Company's reliance on the information provided in this form and/or any actions taken by or at the direction of the undersigned trustee(s). This indemnification shall survive the termination of the Trust, the annuity contract, and this form.

All current trustees named in Section 5 must sign.

Trustee Name: _____ Signature: _____ Date: _____

Trustee Name: _____ Signature: _____ Date: _____

Trustee Name: _____ Signature: _____ Date: _____

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INSTRUCTIONS

Submit this form when a trust is purchasing a new annuity contract or the ownership of an existing annuity contract is being transferred to a trust. Please consult a qualified legal advisor prior to completing this form to ensure the information you are providing accurately reflects the terms of the trust.

DEFINITIONS

- **The IRC:** the Internal Revenue Code of 1986, as amended.
- **Grantor:** the person(s) who created the trust. You may also see this person referred to as the “settlor” or “trustor.” The grantor may or may not be the trustee.
- **Trust:** a legal entity established to hold assets on behalf of a person or entity who benefits from the trust assets now, or will benefit from the trust assets at some point in the future. There are many different types of trusts created for a variety of purposes, but every trust is classified as either a living trust or a testamentary trust.
 - **Living Trust (inter vivos trust):** a trust that is in force during the grantor’s lifetime.
 - **Testamentary Trust:** a trust that does not go into effect until the death of the grantor. Testamentary trusts are often created through the grantor’s last will and testament. The grantor must be deceased, all required probate proceeding must be completed, and the trust must be in effect in order for a testamentary trust to own an annuity.
- **Grantor Trust:** a trust where the grantor retains one or more powers over the trust’s assets and therefore is taxed on the income from the trust. A trust must meet the requirements of section 671 et seq. of the IRC to qualify as a grantor trust.
- **Trustee:** the person(s) named in the trust document to act on behalf of the trust and for the benefit of the trust beneficiaries. The trustee may or may not be the grantor.

FAQS***Who is required to sign Company forms when a trust is the owner?***

The trustee is required to sign all forms on behalf of the trust as the owner of the annuity. If there are multiple trustees, you will need to indicate on this form whether the terms of the trust allow each trustee to act individually. Trustees should always include the word “trustee” after their signature to indicate they are acting on behalf of the trust. For example: Jane Doe, trustee. If a trust is purchasing a new annuity, the annuitant will also need to sign the annuity application.

When a trust is the owner of a Company annuity, are there restrictions on who may be the annuitant?

If the Trust qualifies as a grantor trust or the Trust is using the grantor’s Social Security number as the Trust’s taxpayer identification number, the grantor must be the annuitant. The grantor’s spouse may be the joint annuitant, if not otherwise prohibited by the terms of the trust.

When is the death benefit payable?

When a trust is the owner of an annuity contract, we will pay the death benefit when the first annuitant passes away. If there are joint annuitants, some annuity contracts will pay the death benefit to the surviving annuitant, while others pay the death benefit to the named annuity beneficiary. Please contact your insurance representative or the Company if you have questions about how your death benefit will be paid.

What do I do if any Trust information changes after I submit this form?

Please complete and submit a new Certification of Trust form. The Company will continue to rely on the information provided on this form until you notify us of any changes by submitting a new form.

What if the trustee is a non-individual entity (ex: a bank)?

The trustee will need to submit documentation (such as a corporate resolution or other entity documentation) showing the duly authorized signers for the entity. The person signing on behalf of the entity as trustee should include their title in addition to the words “trustee” when signing. For example: John Smith, President, trustee.

How do I know if the trust qualifies as a grantor trust?

The Company is unable to advise whether the Trust qualifies as a grantor trust under the IRC. The classification of a trust as a grantor trust has both legal and tax implications. Please consult a qualified legal advisor to help you determine whether the Trust is a grantor trust.

The content provided in this form is for information purposes only and does not constitute tax or legal advice.

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