

MANHATTAN LIFE INSURANCE COMPANY
WESTERN UNITED LIFE ASSURANCE COMPANY
Annuity Operations Office

Direct: PO Box 2290 Spokane WA 99210-2217 • Overnight: 929 W Sprague Ave Spokane WA 99201
 Tel 800.247.2045 • Fax 509.835.3190 • AnnuityServices@wula.com • ManhattanLife.com

Annuity Application
 DocManager Packet

Note: This packet contains 'fillable' forms. [You must download it to your PC before filling it in.](#) Tab through the fields to fill them in, or print and complete by hand. Please do not submit without all fields and questions completed. Download the free Adobe Reader here <https://get.adobe.com>.

Description	Form Number	Instructions
Individual SPDA Application	2015-SPDA-APP_NY	REQUIRED - Complete, sign and return. If a premium payment is received, also add the Premium Receipt to be completed and left with applicant.
Annuity Suitability Analysis	SUIT0123	REQUIRED - Complete, sign and return with every new business application.
Annuity Suitability Analysis - Continued	SUIT0123	Additional Suitability Analysis Replacement page for when premiums are coming from more than two sources.
Preferred Choice SPDA Disclosure NY	MLPRF-DISC0921_NY	REQUIRED - Complete, sign and return with every new business application.
Non-Qualified Request for Fund Transfer or 1035 Exchange	NQTR0921	Request for non-qualified Funds Transfer or 1035 Exchange.
Qualified Request for Transfer/Rollover/Conversion	QATR0123	Use to request a qualified transfer, rollover, or conversion. (Existing WULA flexible TSA 403(b) contract requests MUST use the TSA 403(b) Request for Transfer/Rollover/Exchange form found under Contract Administration)
Definition of Replacement - (NY Appendix 11A)	NYDFRP-A11	REQUIRED - Complete and return with application. Leave copy with applicant.
Replacement Notice - NY	RPNY01.2025_NY	IMPORTANT Notice Regarding Replacement (Appendix 10C). Company Information Request. Marketing Materials Verification. Complete, sign and follow instructions if replacement is involved. Leave copy with applicant.
Trustee Certification Indemnification Agreement	TRST0821	To be completed when a trust applies for an annuity, changes trustees/ownership, or makes a claim for a death benefit as a beneficiary.

Phone Hours (Pacific Time)

Monday -Thursday 8:00 am to 4:00 pm

Friday 8:00 am to 1:00 pm

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**INDIVIDUAL SINGLE
PREMIUM DEFERRED
ANNUITY APPLICATION**

1. PRODUCT NAME

- | | | |
|---|---|--|
| <input type="checkbox"/> Preferred Choice 3 | <input type="checkbox"/> Preferred Choice 6 | <input type="checkbox"/> Premium Preferred 5 |
| <input type="checkbox"/> Preferred Choice 5 | <input type="checkbox"/> Preferred Choice 7 | <input type="checkbox"/> Premium Preferred 7 |

2. CONTRACT QUALIFIER

- Non-Qualified Other Qualified _____
- IRA Roth IRA SEP IRA Simple IRA Contribution Tax Year _____

3. PREMIUMS

(Min \$10K/ Max 1MM)

Attached with Application	Expected Exchange/Transfer/Rollover	Total Amount
<input type="checkbox"/> New Money <input type="checkbox"/> Fund Transfer/1035 Exchange (attach NQA Transfer form) <input type="checkbox"/> Transfer/Rollover/Conversion (attach QA Transfer form)		

4. ANNUITANT

(Single Annuitant, unless 1035 Exchange where joint-annuitants are in place.)

Annuitant Full Name	SSN/Tax ID	Date of Birth	Actual Age
Address	Marital Status	<input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Divorced <input type="checkbox"/> Widowed	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female
City, State, Postal Code	Email	Area + Phone No	

5. OWNERSHIP

(The Annuitant is considered the Primary Owner unless otherwise designated here.)

Owner Full Name	<input type="checkbox"/> Primary Owner (if not the Annuitant), or <input type="checkbox"/> Joint Owner (Annuitant is Primary Owner)		
Address	SSN/Tax ID	Birth/Trust Date	Gender <input type="checkbox"/> N/A <input type="checkbox"/> Male <input type="checkbox"/> Female
City, State, Postal Code	Email	Area + Phone No	
<input type="checkbox"/> Contingent Owner (if applicable)	SSN/Tax ID	Birth/Trust Date	Gender <input type="checkbox"/> N/A <input type="checkbox"/> Male <input type="checkbox"/> Female

6. ANNUITANT'S BENEFICIARY DESIGNATION

(Required information as set forth in the USA PATRIOT Act)

Primary Beneficiary(ies) *(If more room is needed, attach a Beneficiary Designation Form and note it in #7.)*

a. Full Legal Name (Include Title if Applicable)	SSN/Tax ID	Birth/Trust Date	Relationship	Percent
Address	City, State, Postal Code			
b. Full Legal Name (Include Title if Applicable)	SSN/Tax ID	Birth/Trust Date	Relationship	Percent
Address	City, State, Postal Code			

Contingent Beneficiary(ies)

a. Full Legal Name (Include Title if Applicable)	SSN/Tax ID	Birth/Trust Date	Relationship	Percent
Address	City, State, Postal Code			
b. Full Legal Name (Include Title if Applicable)	SSN/Tax ID	Birth/Trust Date	Relationship	Percent
Address	City, State, Postal Code			

Incomplete without – All Pages, Owner Initialed Changes and All Original Signatures

7. ADDITIONAL NOTES*(Any additional paperwork added must be signed and dated.)***8. NOTICES AND DISCLOSURES****IMPORTANT REMINDERS:**

- Completion of all forms including all signatures is required.
- The applicants must initial any changes and/or corrections.
- Incomplete paperwork and/or missing requirements may delay processing and/or commissions.

DEFINITIONS – I understand:

- **The Company** – refers to The Manhattan Life Insurance Company.
- **I/we, me/my** – refers to all of the Owner(s) of the annuity contract being applied for; except in #12 where they refer to the Insurance Producer(s).
- **The Contract** – refers to this application, any application supplements, all attachments, including any amendments, riders or endorsements, and the annuity contract being applied for as the entire Contract between the parties. The Company deems that all statements made by the Annuitant, or on his or her behalf, are representations and not warranties. A copy of this application is part of the Contract. Only an officer of the Company may modify the Contract or waive any of the Company's rights or requirements. Any modification or waiver must be in writing.

RIGHT TO EXAMINE THE CONTRACT - I/we understand that I/we have 30 days, 60 days if a replacement transaction is involved, to examine this Contract. A summary of guaranteed and non-guaranteed values including settlement options based on the single premium paid will be attached with the annuity contract. I/we will review the annuity contract and the summary of values carefully. Within thirty (30) days (or sixty (60) days if applicable) after receipt of the annuity contract if I am not satisfied with it for any reason, I may return it with a written request* to a) the Company, or b) the insurance producer who sold it to me, for a full refund of the premium paid. The Company will void the Contract and refund the full premium paid less any Partial Surrenders upon receipt of the request. *CT does not require a written request.

IF THE ANNUITY CONTRACT IS PURCHASED THROUGH A BANK OR CREDIT UNION – I/we understand that the Contract:

- Is not a Certificate of Deposit (CD),
- Is not insured by an agency or instrumentality of the United States, such as the Federal Deposit Insurance Corporation (FDIC),
- Is not an obligation of, or guaranteed by, a Bank or Credit Union, and
- Is not insured by the Securities Investors Protection Corporation (SIPC) as to loss of principal.

FRAUD NOTICE – I/we understand:

Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

CA residents – Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

FL residents – Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

PRIVACY STATEMENT – I/we understand that the Company may collect personal information about me and others I/we have identified in this application to process my request for an annuity contract with the Company. I/we further understand that the following Privacy Notice is given on behalf of the Company and it describes the general policy of the Company regarding the personal information of customers.

Personal Information Collected All of the information the Company collects is referred to in this Privacy Statement as "Information" and includes:

- Information from me on application, such as name, address, social security number, salary, assets, liabilities, and beneficiaries,
- Information that the Company obtains through its insurance producers and brokers,
- Information regarding my business with the Company, such as my premiums, and
- Information from consumer reporting agencies such as credit history.

Information Security The Company restricts access to Information in its possession to individuals who need it to work on my/our account. The Company maintains physical, electronic, and procedural safeguards that comply with federal regulation to guard my/our information.

Information the Company Shares Except as allowed or required by law, the Company does not disclose information about customers or former customers to third parties.

If my/our account has more than one name on it, the Company will send only one notice to the address it has on file for me. I/we may submit a written request for the Company to provide each person named on the account with a separate Privacy Notice. The request must be sent to the Company at the address below and include my/our annuity contract number, if I have it.

Manhattan Insurance Group, Attention Customer Privacy Inquiries, 10777 Northwest Freeway, Houston TX 77092

Incomplete without – All Pages, Owner Initialed Changes and All Original Signatures

9. OWNER AGREEMENTS AND DECLARATIONS

(Each question requires an answer.)

- I/we have read this application and all statements and answers as they pertain to me/us, and these statements and answers are true and complete to the best of my/our knowledge and belief;
- I/we understand that the statements made in this application are the basis for any annuity contract issued by the Company, and that no information about me/us will be considered to have been given to the Company unless it is stated in this application;
- I/we understand that my/our insurance producer does not have the Company's authorization to accept risk, pass on insurability, or make, void, waive or change any conditions or provisions of the application, contract or receipt, as applicable;
- I/we understand that the Company will have no liability until:
 - The Contract is issued on this application and delivered to and accepted by the me/us, and
 - The first premium due is paid in full while each proposed owner and annuitant is alive.
- By signing this application, I also declare the following:

a. Yes No To the best of your knowledge, do you currently have any other annuity contracts or life insurance policies in force?

b. Yes No To the best of your knowledge, will this Contract change or replace an existing annuity contract or life insurance policy currently in force? If Yes, provide details below (add an additional sheet if necessary).

Company

Policy/Contract #

Company

Policy/Contract #

c. Yes No Have you read, signed, and received a copy of the applicable Product Disclosure and a Buyer's Guide to Fixed Deferred Annuities as requested?

d. Yes No Do you understand and acknowledge that The Manhattan Life Insurance Company does not offer legal, financial, tax, investment or estate-planning advice? Have you had the opportunity to seek such advice from the proper sources before purchasing this annuity?

e. Yes No Do you agree that the purchase of this annuity is appropriate to your particular legal, financial, tax, investment, estate-planning goals and other circumstances?

10. TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

I/We understand that failure to furnish my/our correct TIN (taxpayer identification number), may result in a \$50 penalty for each failure, imposed by the Internal Revenue Service (IRS). I/We also understand the Company would be required to withhold an additional amount according to IRS guidelines. IRS Instructions are available upon request.

Under penalties of perjury, I certify that:

- a. The Taxpayer Identification Number that appears on this form is correct.
- b. I am not subject to backup withholding due to failure to report interest and dividend income.
 - I have checked this box because I am subject to backup withholding. **(Check ONLY if applicable)**
- c. I am a U.S. citizen or other U.S. person.

ALL SIGNATURES ARE REQUIRED INCLUDING TITLES IF APPLICABLE

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Primary Owner Signature

Date

*Signed at (City, State, Country)

Joint Owner Signature (if applicable)

Date

*Signed at (City, State, Country)

Owner is signing as Self Trustee (Attach a copy of the Trust) Attorney in Fact (Attach a copy of Power of Attorney form)
 Other _____

***The Annuity Contract will be issued according to the Primary Owner's resident state.**

Incomplete without – All Pages, Owner Initialed Changes and All Original Signatures

11. INSURANCE PRODUCER AGREEMENTS AND DECLARATIONS *(Each question requires an answer.)*

I/we declare that this application was accurately completed with the information provided to me by the Owner(s). Upon completion, the application was signed and dated by the same Owner(s). By signing this application, I also certify the following:

- a. Yes No To the best of your knowledge, does the Applicant(s) currently have other annuity contracts or life insurance policies in force? If Yes, has the Definition of Replacement form (Appendix 11) been completed, signed and attached?
- b. Yes No To the best of your knowledge, will this Contract change or replace an existing annuity contract or life insurance policy currently in force? If Yes, has the Important Notice Regarding Replacement form (Appendix 10C) been read, completed, signed, and attached?

NOTE: Copies of Appendixes 10C and 11 must be left with the Client.

- c. Yes No Have you reviewed, completed with the Owner, signed and left a copy of the applicable Product Disclosure and a Buyer's Guide to Fixed Deferred Annuities as requested and/or required?
- d. Yes No Have you completed the Annuity Suitability Analysis with the Owner; attached the original with this application and left copies with the client and kept copies for your records?
- e. Yes No Have you verified the identity of the Owner(s), via an acceptable* form of original photo identification as required by the USA Patriot Act? (For joint ownership, have both Owner(s) been verified as required?)
*Acceptable being a valid Driver's License, Government Issued Photo ID, or a valid Passport.

ALL SIGNATURES ARE REQUIRED

Insurance Producer Signature	Date	*Signed at (City, State, Country)
Insurance Producer Signature	Date	*Signed at (City, State, Country)

***The Annuity Contract will be issued according to the Primary Owner's resident state.**

12. INSURANCE PRODUCER INFORMATION *(Please print or type)*

a. Full Legal Name	Producer ID	State License No
Business or Institution Name	Profile #	Share %
b. Full Legal Name	Producer ID	State License No
Business or Institution Name	Profile #	Share %
c. Full Legal Name	Producer ID	State License No
Business or Institution Name	Profile #	Share %



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**ANNUITY
SUITABILITY
ANALYSIS**

A APPLICATION INFORMATION

(Must match the attached Annuity Application)

Product Name

B OWNER INFORMATION

Owner's Full Name

Joint Owner's Full Name *(if applicable)*

Currently employed?

Yes No Retired N/A

Currently employed?

Yes No Retired N/A

- "Household" means the Owner and spouse/partner, a member of the Owner's household.
- If Joint Owners are not part of the same household, a separate Suitability Analysis form is needed for each.
- For non-individually owned contracts, complete this form using the entity's information. *(If Owner is a Trust, we will also need a copy of the Trust and Indemnification form.)*
- Do you intend to apply for means-tested government benefits, including, but not limited to, Medi-Cal or the veterans aid and attendance benefit? **(California Residents Only)** N/A Yes No

C NEW AND EXISTING ACCOUNT INFORMATION

1. If the new annuity product selected is a single premium immediate annuity with a life contingency and a guaranteed period certain, do the break-even years exceed the guaranteed period certain? **(SPIA only)** N/A Yes No
 - a. **If Yes, the following statement must be acknowledged:**
I understand that if the Annuitant dies before the break-even years, the total single premium paid will not be fully recovered. *(NOTE: A contract summary can be requested.)* Yes No
2. What is the source of this annuity's purchase premium? *(check all that apply)*
 - Another Annuity Life Insurance Death benefit proceeds from annuity / life insurance
 - Checking/Savings Certificate of Deposit (CD) Stocks/Bonds/Mutual Funds
 - Reverse Mortgage/Home Equity Loan Other: _____
3. **EXCLUDING** this transaction, have you replaced any other annuity contracts within the last 60 months? Yes No
 - a. **If Yes, explain: (Exclude this transaction. Add additional pages if necessary)**
 - (1) Reason for the replacement _____
 - (2) Full or partial surrender _____
 - (3) The amount of any surrender charges _____
 - b. Is the producer assisting you with this transaction the same one who replaced your other annuity contracts? Yes No
4. Does the source of this annuity's purchase premium **change** or **replace** a current **annuity contract** or **life insurance policy**? Yes No
 - a. If Yes, the Replacement Information is required to be completed for each contract/policy being replaced.

ANNUITY SUITABILITY ANALYSIS

You may duplicate this page as needed.

REPLACEMENT INFORMATION

(Complete as of the time of Replacement)

	Existing Policy/Contract #1	Existing Policy/Contract #2
5. Company Name		
6. Product Type (<i>Annuity / Life</i>)	<input type="checkbox"/> Fixed <input type="checkbox"/> Life <input type="checkbox"/> Variable <input type="checkbox"/> Indexed	<input type="checkbox"/> Fixed <input type="checkbox"/> Life <input type="checkbox"/> Variable <input type="checkbox"/> Indexed
7. How long in force?	<input type="checkbox"/> Years <input type="checkbox"/> Months	<input type="checkbox"/> Years <input type="checkbox"/> Months
8. Rate of Return/Interest Rate		
9. Is the existing interest rate the same or higher than the proposed annuity contract rate?		
a. If Yes, explain:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. Surrender Type	<input type="checkbox"/> Partial <input type="checkbox"/> Full	<input type="checkbox"/> Partial <input type="checkbox"/> Full
11. Surrender Value Amount Being Transferred (+/- MVA** if applicable)	\$ _____	\$ _____
**Market Value Adjustments can fluctuate during the time it takes to process an application and may impact the Surrender Value Amount. Please disclose actual surrender charges in box 12.		
12. Surrender Charges	\$ _____	\$ _____
13. Other Fee Amounts (Specify)	\$ _____	\$ _____
14. Amount of Death Benefit	\$ _____	\$ _____
15. If this annuity is changing or replacing a VARIABLE annuity contract or life insurance policy, will the Death Benefit Amount shown above be lost?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
16. Will this cause a taxable event?	<input type="checkbox"/> Yes <input type="checkbox"/> No; If Yes, taxable amount _____	<input type="checkbox"/> Yes <input type="checkbox"/> No; If Yes, taxable amount _____

17. Additional Replacement Notes:

18. I/we have reviewed all elements of the replacement(s) or exchange(s) with my/our insurance producer, including surrender charges, and the potential loss of other benefits. I/we, believe this transaction is suitable for my/our financial needs and goals and more advantageous than my/our existing product(s).

Yes No

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ANNUITY SUITABILITY ANALYSIS

IMPORTANT NOTICE TO OWNER(S):

Financial information is necessary for your producer to help you make the most informed suitability decisions.
Please complete the following financial sections as completely as possible.

Your privacy is extremely important to us. The information you provide is confidential. It will not be shared and will only be used to confirm the suitability of your annuity purchase.

D FINANCIAL EXPERIENCE *(Past and/or Present)*

1. How many years of investment experience do you have?

- 0 – 3 years 4 – 6 years 7 – 10 years More than 10 years

2. What is your general risk tolerance; i.e., willingness to accept volatility with the funds?

- Conservative Moderate Aggressive

3. What financial products do you own or have you previously owned? *(check all that apply)*

- Fixed Annuities Life Insurance Stocks/Bonds/Mutual Funds

- Variable Annuities Certificate of Deposit (CD) Other: _____

4. Why are you considering purchasing this annuity? *(check all that apply)*

- Immediate Income Lifetime Income Safety Death Benefits

- Tax-deferred Growth Growth Potential Other: _____

5. Do you have a reverse mortgage on your primary residence?..... Yes No

If Yes, explain:

6. Has this producer previously sold you annuity contracts or life policies? ***(Massachusetts Residents Only)***

- a. Yes No If Yes, please indicate the number of contracts/policies sold and the number still in force. Sold: _____ In Force: _____

E FINANCIAL OBJECTIVES

1. I have been provided with and read a product disclosure statement that discloses the surrender charge period and the surrender charge percentages for this annuity contract..... Yes No

2. Do you anticipate needing income from this annuity greater than the amounts that can be accessed without surrender charges during the surrender charge period? Yes No

3. Do you anticipate taking distributions from this annuity?..... Yes No

a. If Yes, check all that apply:

- Annuitization Interest Only Partial Surrender (incl. "Free" amount available)

- Single Sum Required Minimum Distribution (RMD) *(Qualified Only)*

- Other: _____

F ADDITIONAL INFORMATION *(If Needed)*

ANNUITY SUITABILITY ANALYSIS

G FINANCIAL INFORMATION

INCOME

- 1. What is your combined State and Federal household income tax bracket?
Under 12% 12% - 24% Over 24%
2. Gross monthly household income ... Approximately \$
DO NOT INCLUDE - income currently earned on the money that will be used to purchase this annuity
INCLUDE - but not limited to salary, Social Security payments, pension/retirement benefits, investment and/or rental income.

EXPENSES

- 3. Monthly household living expenses ... Approximately \$
INCLUDE - but not limited to housing, transportation, insurance, food, healthcare, and taxes (include property, income, and FICA taxes)
4. Disposable monthly income ... (#2 minus #3) \$

PLEASE CONSIDER

- 5. After the purchase of this annuity, will you have enough income to meet or exceed your monthly expenses? ... Yes No
a. If No, explain:
6. Do you anticipate any significant decrease in your household's monthly income or increase in living expenses during the surrender charge period? ... Yes No
a. If Yes, explain:

NET WORTH

(Do not include primary residence, personal belongings, or personal property such as jewelry, furnishings, vehicles, etc.)

- 7. Total value of household assets ... Approximately \$
INCLUDE - all assets except your primary residence, including funds used to purchase this annuity.
8. Household debt ... Approximately \$
Total debt does not include mortgage(s) or debt owed on the primary residence
9. Household net worth ... (#7 minus #8) \$

LIQUID ASSETS

- 10. Total value of household *Liquid Assets ... Approximately \$
(Cannot be equal to or greater than #7)
*LIQUID ASSETS - are those that can be easily converted to cash without charges or penalties.
DO NOT INCLUDE - liquid assets used to fund this annuity
INCLUDE - current-year free withdrawals from annuities (other than this one being purchased), checking/savings accounts, securities (including mutual funds without deferred sales charges and money market accounts), etc.

PLEASE CONSIDER

- 11. Do you anticipate any significant decrease in household net worth or liquid assets during the surrender charge period? ... Yes No
a. If Yes, please explain:

ANNUITY SUITABILITY ANALYSIS

H OWNER(S) ACKNOWLEDGMENTS AND DECLARATIONS (*I, We, My, Our*)

By signing below, I hereby acknowledge that I have reviewed the applicable Product Disclosure with my producer, I understand the costs and features of the annuity product I am purchasing, and I have signed, and received a copy of it. I further acknowledge that neither the Company, nor its insurance producers, provide legal or tax advice. I have been advised to consult my personal tax advisor or attorney with any specific questions or concerns.

(Check only one option)

- I have reviewed and completed this entire Suitability Analysis form to the best of my knowledge, with my producer, and we have determined that the purchase of this annuity product is suitable to meet my financial needs and objectives.
- I have chosen not to answer some or all of **Section G “Financial Information”** on this form; however, I feel this annuity product is suitable to meet my financial needs. I understand that by not disclosing this information my producer may not be able to determine proper suitability and the Company may decline my application for annuity. **I further understand that I will receive a letter of verification from the Company to make sure that I have chosen to continue with this application for annuity purchase without my producer’s recommendation unless I have completed a Consumer Refusal/No Recommendation form required by some states.**

IF MORE THAN ONE APPLICANT/OWNER, ALL SIGNATURES ARE REQUIRED

Applicant/Owner Printed Name	Applicant/Owner Signature	Date
Jnt Applicant/Owner Printed Name <i>(if applicable)</i>	Joint Applicant/Owner Signature	Date

I INSURANCE PRODUCER(S) ACKNOWLEDGMENTS AND DECLARATIONS (*I, We, My, Our*)

I acknowledge that I have made a reasonable effort to obtain the information from the Owner(s) to complete this Suitability Analysis form.

I agree to maintain and make available upon request to the Company or other regulatory authority, my records of the information collected, and/or other documentation used as the basis for this annuity product recommendation or non-recommendation for as long as required by either the Company or longer if required by applicable law.

(Check only one option)

- It is my belief that based on the information given to me by the Owner(s), and all the circumstances known to me at the time the recommendation was made, that the purchase/exchange and/or replacement of an existing annuity contract or life insurance policy is suitable for the Owner(s)’ financial needs and objectives.
- The Owner(s) has chosen not to answer some or all of **Section G “Financial Information”** on this form, but to go ahead with the purchase of this annuity product anyway. Without the financial information, I am unable to recommend that this annuity purchase/exchange and/or replacement is suitable for their financial needs and objectives. **I further understand that the Company will send a letter of verification to the Owner(s) to make sure they have chosen to continue with this application for annuity purchase without my recommendation, unless the applicant has completed a Consumer Refusal/No Recommendation form required by some states.**

IF MORE THAN ONE PRODUCER, ALL SIGNATURES ARE REQUIRED

Producer Printed Name	Producer Signature	Date
Producer Printed Name <i>(if applicable)</i>	Producer Signature	Date

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ANNUITY SUITABILITY ANALYSIS

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REPLACEMENT INFORMATION

(Complete as of the time of Replacement)

	Existing Policy/Contract #1	Existing Policy/Contract #2
5. Company Name		
6. Product Type (<i>Annuity / Life</i>)	<input type="checkbox"/> Fixed <input type="checkbox"/> Life <input type="checkbox"/> Variable <input type="checkbox"/> Indexed	<input type="checkbox"/> Fixed <input type="checkbox"/> Life <input type="checkbox"/> Variable <input type="checkbox"/> Indexed
7. How long in force?	<input type="checkbox"/> Years <input type="checkbox"/> Months	<input type="checkbox"/> Years <input type="checkbox"/> Months
8. Rate of Return/Interest Rate		
9. Is the existing interest rate the same or higher than the proposed annuity contract rate?		
a. If Yes, explain:	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. Surrender Type	<input type="checkbox"/> Partial <input type="checkbox"/> Full	<input type="checkbox"/> Partial <input type="checkbox"/> Full
11. Surrender Value Amount Being Transferred (+/- MVA** if applicable)	\$ _____	\$ _____
**Market Value Adjustments can fluctuate during the time it takes to process an application and may impact the Surrender Value Amount. Please disclose actual surrender charges in box 12.		
12. Surrender Charges	\$ _____	\$ _____
13. Other Fee Amounts (Specify)	\$ _____	\$ _____
14. Amount of Death Benefit	\$ _____	\$ _____
15. If this annuity is changing or replacing a VARIABLE annuity contract or life insurance policy, will the Death Benefit Amount shown above be lost?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
16. Will this cause a taxable event?	<input type="checkbox"/> Yes <input type="checkbox"/> No; If Yes, taxable amount _____	<input type="checkbox"/> Yes <input type="checkbox"/> No; If Yes, taxable amount _____

17. Additional Replacement Notes:

18. I/we have reviewed all elements of the replacement(s) or exchange(s) with my/our insurance producer, including surrender charges, and the potential loss of other benefits. I/we, believe this transaction is suitable for my/our financial needs and goals and more advantageous than my/our existing product(s).

Yes No

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**NEW YORK
PREFERRED CHOICE
ANNUITY DISCLOSURE**

This disclosure reviews important points to think about before you purchase a **Preferred Choice** annuity from Manhattan Life Insurance Company (we, us, our). This summary document is not part of your annuity Contract. You should refer to your specific annuity Contract for complete details.

The **Preferred Choice** annuity is a single premium, deferred, multi-year guarantee annuity.

- **Single Premium** - you purchase your annuity with a single premium payment
- **Deferred** - your annuity will earn interest during the accumulation phase and payments are deferred until you choose a settlement option or the contract maturity date
- **Multi-Year Guarantee** - the initial interest rate guarantee period is the same length as the surrender charge period

There are no set-up fees, administrative expenses, or premium tax charges for purchasing this annuity. 100% of the premium you pay accrues interest from the contract date, which is the date of issue.

The main purpose of a deferred annuity is to save money for retirement and to receive retirement income for life. It is not meant to be used to meet short-term financial goals. You may pay a fee if you take money out before the end of a period specified by your Contract. You may also pay a tax penalty in addition to taxes due on earnings if you withdraw money before age 59½.

You may contact your insurance producer or the Annuity Operations Office in Spokane, Washington, if you have any questions.

ANNUITY CONTRACT SPECIFICATIONS

Guarantee Period **3 Years** **5 Years** **6 Years** **7 Years**

Initial Interest Rate _____% **Qualified**, or **Non-Qualified**

By signing this Disclosure, you understand that until your Contract is issued, this rate is subject to change without notice.

DEFINITIONS

Annuitant – The Annuitant is the measuring life of the annuity and is unchangeable after the contract date. This is the person you named on the application and is shown on the Contract Specifications of your annuity Contract. Annuity payments are paid to the Annuitant subject to the terms of your annuity Contract.

Beneficiary – The person(s) you named in the application, unless later changed by you, who will receive the benefits when the Annuitant dies, as described in the Death of Annuitant in your annuity Contract.

Owner, You, Your – The Owner is the primary Owner and any Joint Owner named on the application, unless later changed by you. All tax reporting will be made on the Primary Owner’s social security number.

HOW WILL THE VALUE OF MY ANNUITY GROW?

Your **Preferred Choice** annuity earns tax deferred interest at a guaranteed rate for a guaranteed period. The guaranteed interest rate depends on the guarantee period you have chosen and current market interest rates. Interest rates quoted are on an effective annual yield basis. This means we credit interest to your annuity value daily and the accrued and unpaid interest is compounded annually.

After the guarantee period, the minimum interest rate will be re determined annually and guaranteed for a one-year period. This renewal rate will never be less than the guaranteed minimum interest rate of 1%. If you take any Partial Surrenders (withdrawals) during the contract year, it will reduce the value of your annuity and the interest earned due to an interruption of interest compounding.

The Annuity Value of your annuity at any time is the single premium paid, plus interest, minus any partial surrenders and/or expense charges, if applicable or subtracted. The annuity value is used to determine the annuity payout.



WHAT HAPPENS IF I TAKE OUT SOME OR ALL OF THE MONEY FROM MY ANNUITY?

You may withdraw part (Partial Surrender) or all (Full Surrender) of your **Preferred Choice** annuity Contract's value before the Maturity Date. Partial surrender requests must be at least \$250 or the Maximum Free Partial Surrender Amount (penalty free amount), and at least \$500 must remain in your annuity Contract to keep it open.

You may request partial surrenders without penalty provided you do not exceed the penalty free amount of, a) accumulated interest or Required Minimum Distribution (RMD) for the 3-year, or b) 15% per calendar year for the 5, 6 and 7-year plans. Partial or full surrender requests that exceed the penalty-free amount are subject to the following surrender charge schedule during the surrender charge period:

Contract Year	1	2	3	4	5	6	7	8
3 Year	6%	5%	4%	0	0	0	0	0
5 Year	8%	7%	6%	5%	4%	0	0	0
6 Year	8%	7%	6%	5%	4%	3%	0	0
7 Year	8%	7%	6%	5%	4%	3%	2%	0

Example: If you withdraw \$5,000 more than your penalty free amount from your 5-year annuity in the third contract year, your surrender charge is $\$5,000 \times .06 = \300 .

If you surrender your annuity Contract before the end of the surrender charge period, you may **not** receive your initial single premium back due to the surrender charges.

You may request a partial or full surrender of your annuity Contract at any time by contacting your insurance producer or the Annuity Operations Office in Spokane, Washington, to request a Distribution Request form be sent to you.

HOW DO I GET INCOME (PAYOUTS) FROM MY ANNUITY?

When your **Preferred Choice** annuity Contract reaches the Maturity Date, or any time after the surrender charge period, you may elect to take the annuity value as a single sum payout or elect one of the settlement options offered in your Contract. When you elect a settlement option, your Contract is annuitized. Once your Contract is annuitized, you are no longer able to take any withdrawals or surrender it.

The Settlement Options available are:

- **Single Life Annuity:** Guarantees income for the lifetime of the Annuitant
- **Life Annuity with Payments Certain:** Guarantees income for the lifetime of the Annuitant or the "period certain" (usually 10 or 20 years), whichever is longer
- **Life Annuity with Installment Refund:** Guarantees income for the lifetime of the Annuitant, or payments to the Beneficiary equal to the initial single premium if the Annuitant dies sooner
- **Joint and Last Survivor Life:** Guarantees income throughout the lifetime of joint Annuitants
- **Life Expectancy:** Guarantees income for a specified period based on the Annuitant's remaining life expectancy
- **Payments for a Designated Period:** Guarantees income for a fixed period you select between 5 and 30 years
- **Interest Income:** Guarantees interest payments for a selected period not to exceed 30 years, with the single sum balance paid at the end of the selected period

The date payments begin is your Settlement Date. On the maturity date, if you have not chosen a settlement option, we will apply the annuity value of your annuity Contract to provide a Life Income with 10 years certain.

HOW WILL PAYOUTS AND WITHDRAWALS FROM MY ANNUITY BE TAXED?

This **Preferred Choice** annuity is tax-deferred, meaning you do not pay taxes on the interest it earns until the money is paid to you. When you take payment or make a withdrawal, you pay ordinary income taxes on the earned interest. You may also pay a 10% federal income tax penalty on earnings you withdraw before age 59½. There may be exceptions to this penalty, such as electing a settlement option or payment upon death.

There is no tax advantage to buying an annuity with qualified (pre-tax) money, as all distributions may be taxable. Choose your annuity based on its other features and benefits, as well as its risks and costs, not its tax benefits. Please consult with your accountant or tax advisor regarding any special limitations or restrictions.

It is possible to exchange one tax-deferred annuity for another without paying taxes on the earnings when you make the exchange. Before you do, you should compare the benefits, features, and costs of the two annuities and review with a tax adviser

WHAT HAPPENS IF I DIE?

If the Annuitant dies before payments have begun under a Settlement Option, surrender charges **are** waived. The Beneficiary can choose to receive the annuity value as a single sum or under an available settlement option. If the Annuitant dies after payments have begun, the remaining value, if any, will be paid to the Beneficiary according to the settlement option chosen.

If the Annuitant and Owner are not the same person and the Owner dies while the Annuitant is still alive, surrender charges are **not** waived. The Surrender Value must be distributed to any surviving joint or contingent Owner; or to the Annuitant if no joint or contingent Owner was named, within 5 years, or be paid out in installments as governed by the Internal Revenue Service (IRS). Therefore, if your annuity Contract is paid out before the end of the surrender charge period, the payout may be less than the initial single premium paid due to the surrender charges.

If the Annuitant/Owner dies, and the sole Beneficiary is the Annuitant/Owner's surviving spouse (civil union or domestic partner if required by law) that person may continue the contract as if they were the original Owner rather than take the proceeds. Please refer to the Death Benefits section of your **Preferred Choice** annuity Contract for more information.

WHAT ELSE DO I NEED TO KNOW?

- After you receive your **Preferred Choice** annuity Contract, you have 30 days to review it, or 60 days if a replacement transaction is involved. If you are not satisfied with it for any reason, you may return it to the Annuity Operations Office, or your insurance producer with a written request. We will void the Contract and refund the full initial single premium minus any partial surrenders taken upon receiving your request.
 - There are no additional optional benefit riders available.
 - We pay a commission to the producer, broker or firm for selling you the annuity.
 - The contract referred to in this Disclosure is an annuity offered by an insurance company and is not insured by FDIC. It is not the product of, nor is it guaranteed by, any bank.
 - We may change your annuity Contract from time to time to follow federal or state laws and regulations. If we do, we will let you know about the changes in writing.
 - Neither Manhattan Life Insurance Company, nor any of its insurance producers, provide legal or tax advice. Your personal tax advisor should be consulted on any specific points that may be of importance to you.
-

WHAT SHOULD I KNOW ABOUT THE INSURANCE COMPANY?

From its first rented office suite in New York City to today's expansive headquarters in Houston, Texas, ManhattanLife offers life insurance, health insurance and annuity products in the United States and Puerto Rico.

Founded in 1850, Manhattan Life Insurance Company has stood the test of time. ManhattanLife is a group of four operating life and health insurance companies: Manhattan Life Insurance Company, ManhattanLife Assurance Company, Family Life Insurance Company and Western United Life Assurance Company. ManhattanLife provides excellent products and personalized customer service. Not only do we recognize the diverse needs of our policy/contract holders, but we recognize the importance of providing life-long solutions that meet those needs.

Most important, ManhattanLife is committed to providing you with excellent products and the financial stability to stand behind them. We are family owned and operated, and we promise to always treat you as family!

REQUIRED SIGNATURES (All signatures, including titles if applicable, are required.)

I/we hereby acknowledge that I have read and understand, signed and received a copy of this **Preferred Choice** ANNUITY DISCLOSURE, and an "ANNUITY BUYERS GUIDE" as requested, or as required.

Applicant/Owner Printed Name	Applicant/Owner Signature	Date
Joint Applicant/Owner Printed Name (if applicable)	Joint Applicant/Owner	Date

I/we have discussed the various features of the **Preferred Choice** annuity with the Applicant(s) and believe it to be appropriate for the client's financial goals. I certify that I have not made any statements, promises or representations that conflict with this disclosure.

Producer Printed Name	Producer Signature	Date
Additional Producer Printed Name (if applicable)	Additional Producer Signature	Date

*Applicable Form Numbers: 2015-SPDA_NY, 2016-MLPRF3_NY, 2016-MLPRF5_NY, 2016-MLPRF6_NY, 2016-MLPRF7_NY.
 Applicable for NY only

**MANHATTAN LIFE INSURANCE COMPANY
WESTERN UNITED LIFE ASSURANCE COMPANY**

Annuity Operations Office

PO Box 2290 Spokane WA 99210-2217 • 929 W Sprague Ave Spokane WA 99201
Tel 800.247.2045 • Fax 509.835.3190 • AnnuityServices@wula.com • ManhattanLife.com

**NON-QUALIFIED REQUEST
FOR FUND TRANSFER
OR 1035 EXCHANGE**

1. CURRENT CUSTODIAN/ISSUER INFORMATION *(This Form Will Be Forwarded to the Surrendering Company)*

Current Trustee, Custodian, or Insurance Company		Participant <i>(Insured/Annuitant/Depositor)</i>
Address		Owner(s)
City, State, Zip Code		Owner's Social Security Number(s)
Phone Number	Current Account Number(s)	Owner's Date(s) of Birth <i>(MM/DD/YYYY)</i>

I have confirmed that the above company will accept this form electronically.

Fax Number: _____

2. DISTRIBUTION INSTRUCTIONS *(Choose Only One Option from Each Section)*

a. Amount: <i>(if Partial, see Section 6)</i> <input type="checkbox"/> All <input type="checkbox"/> Partial: \$ _____	b. Effective: <input type="checkbox"/> Immediately <input type="checkbox"/> Anniversary Date: _____	c. Transaction: <input type="checkbox"/> Fund Transfer <input type="checkbox"/> 1035 Exchange
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3. EXISTING CONTRACT/POLICY/ACCOUNT INFORMATION *(Choose Only One Option from Each Section)*

a. Life Insurance Annuity Bank CD Other *(specify)* _____
 Mutual Fund *(name)* _____ *(may require signature guarantee)*

b. **Original Contract/Policy:**
 Enclosed Lost/destroyed – I hereby declare under penalty of perjury, that the above numbered contract has been lost or destroyed; that it has not been delivered to any person having any right, title or interest in it.

4. NEW ACCOUNT INFORMATION

New Annuity Contract or Existing Contract Number: _____

5. ABSOLUTE ASSIGNMENT TO EFFECT A 1035 EXCHANGE *(If a Fund Transfer, Disregard this Section)*

Upon the Company's written acceptance of this Assignment, I do hereby assign and transfer without exception, limitations, or reservations to the Company, full or partial assignable benefits, interest, property, and rights in the policy or annuity contract ("the contract") described above in exchange for a new non-qualified annuity contract as described in my application to the Company for such new contract. This Assignment shall not be effective until the Company accepts it in writing.

I expressly represent that the sole purpose of this Assignment is to affect a full or partial exchange of an insurance policy or annuity contract under Section 1035 (a) of the Internal Revenue Code. If no exchange takes place, then this Assignment shall become null and void.

If "Partial" distribution is chosen above, I hereby certify that I am not requesting this exchange to avoid the tax imposed by Section 72(e) of the Internal Revenue Code and the regulations thereunder, or any other section of the Code.

I understand that if the Company underwrites and issues a new annuity contract on the life of the same insured or annuitant named in the contract, then the Company intends to surrender or partially surrender the contract. If fully surrendered, the contract will no longer be in force as of the termination date. Upon receipt of the full or partial surrender value by the Company, the proceeds will be applied to and considered part of the purchase payment for the new annuity contract. I specifically assign the contract to the Company as collateral security for the amount of its full or partial surrender value requested.

I represent and warrant that no person, firm or corporation has an interest in the contract, except the undersigned, and that no proceedings of either a legal or equitable nature have been instituted or are pending against the undersigned. Furthermore, I understand that by executing this Assignment, I irrevocably waive all rights, claims and demands under the contract.

I represent and agree that the Company and the undersigned producer have made no representations concerning my tax treatment under Internal Revenue Code Section 1035, or otherwise. The Company assumes no responsibility for the validity or effect of this assignment or the undersigned's tax treatment under Internal Revenue Code Section 1035 or otherwise.

INCOMPLETE WITHOUT ALL PAGES - COPIES TO PRODUCER AND CLIENT

NON-QUALIFIED REQUEST FOR FUND TRANSFER OR 1035 EXCHANGE

6. IMPORTANT NOTICE REGARDING NON-QUALIFIED PARTIAL 1035 EXCHANGES

The Internal Revenue Code (IRC) generally permits a taxpayer to transfer an annuity contract's cash value fully or partially from one insurance company to another without recognizing a taxable event.

However, for partial 1035 exchanges effective after October 24, 2011, the IRS issued Internal Revenue Bulletin (I.R.B.) 2011-30, containing Revenue Procedure (Rev. Proc.) 2011-38, which modified the IRC 1035 Exchange rules for partial exchanges involving non-qualified annuity contracts.

Basically, Rev. Proc. 2011-38 states that requests for partial and/or full annuity surrenders, or annuitization for less than 10 years from either contract, partially replaced or new, that occur within the 180-day period following the exchange transaction date, may cause a taxable event to occur on the amount exchanged, to the extent of interest earnings in the original contract.

7. REQUIRED SIGNATURES

(All applicable signatures are Required)

Please liquidate and transfer the proceeds identified above and make the check payable to the Company checked below for the benefit of the above referenced Participant.

Table with 3 columns: Name/Signature, Signature, Date. Rows include Owner, Joint Owner, Owner Spouse, and Producer/Witness.

8. ANNUITY OPERATIONS OFFICE ACCEPTANCE

(To be Completed by the Annuity Operations Office Only)

This is to certify that the above individual has established a: Non-Qualified Annuity Contract. The authorized signature below certifies acceptance of the fund transfer/1035 exchange as instructed in this request. After deducting any sums as are permitted under the plan, please complete the transfer and send a check payable to:

- Western United Life Assurance Company
Manhattan Life Insurance Company

Company Authorized Signature and Title Date

9. SIGNATURE GUARANTEE

(If Required)

Affix Seal/Stamp Here



1. CURRENT CUSTODIAN/ISSUER INFORMATION *(This Form Will Be Forwarded to the Surrendering Company)*

Current Trustee, Custodian, or Insurance Company		Participant <i>(Insured/Annuitant/Depositor)</i>
Address		Owner
City, State, Zip Code		Owner Social Security Number
Phone Number	Current Account Number(s)	Owner Date of Birth <i>(MM/DD/YYYY)</i>

I have confirmed the above company will accept this form electronically. **Fax Number:** _____

2. DISTRIBUTION INSTRUCTIONS *(Choose Only One Option from Each Section)*

a. Amount: <input type="checkbox"/> All <input type="checkbox"/> Partial: \$ _____	b. Effective: <input type="checkbox"/> Immediately <input type="checkbox"/> Anniversary Date: _____	c. Transaction: <input type="checkbox"/> Transfer <input type="checkbox"/> Roth Conversion <input type="checkbox"/> Rollover <input type="checkbox"/> Qualifier Change
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3. EXISTING CONTRACT/POLICY/ACCOUNT INFORMATION *(Choose Only One Option from Each Section)*

a. Life Insurance Annuity Bank CD Other *(specify)* _____
 Mutual Fund *(name)* _____ *(may require signature guarantee)*

b. IRA SEP SIM Roth TSA 403(b) Other *(specify)* _____

c. **Original Contract/Policy:**
 Enclosed Lost/destroyed – I hereby declare under penalty of perjury, that the above numbered contract has been lost or destroyed; that it has not been delivered to any person having any right, title, or interest in it.

4. NEW ACCOUNT INFORMATION *(Choose Only One Option from Each Section)*

a. New Annuity Contract Existing Contract Number: _____

b. IRA SEP SIM Roth Other *(specify)* _____

5. RETIREMENT PLAN QUALIFYING EVENT

This is an eligible distribution from a 403(b) or other retirement plan due to:

<input type="checkbox"/> Plan Termination	<input type="checkbox"/> Disability	<input type="checkbox"/> Over age 59 ½
<input type="checkbox"/> Death	<input type="checkbox"/> Divorce	<input type="checkbox"/> Separation from Service

QUALIFIED REQUEST FOR TRANSFER/ROLLOVER/CONVERSION

6. REQUIRED MINIMUM DISTRIBUTION (RMD) FOR IRA, TSA, AND QUALIFIED PLANS (N/A for Roth IRA)

- No RMD is required or has been satisfied for the current year
Transfer the entire amount as other options have or will be made to satisfy my RMD.
NOTE: RMD must be satisfied from a TSA or other qualified plan before rolling it to an IRA.
Distribute my RMD to me before transferring my qualified funds.
(Internal transactions will require a completed and signed W-4R form.)

7. REQUIRED SIGNATURES (All applicable signatures are Required)

Please liquidate and transfer the proceeds identified above and make the check payable to the Company checked below for the benefit of the above referenced Participant.

Owner Printed Name (Assignor) Applicant/Owner Signature Date
Owner Spouse Printed Name (if Community Property State) Owner Spouse Signature Date
Employer Printed Name (if TSA 403(b)) Employer Signature
Producer/Witness Printed Name Producer/Witness Signature Date
Producer/Witness Printed Name (if applicable) Producer/Witness Signature Date

8. ANNUITY OPERATIONS OFFICE ACCEPTANCE (To be completed by the Annuity Operations Office only)

This is to certify that the above individual has established the following Annuity Contract Type:

- IRA SEP SIM Roth Other (specify)

The authorized signature below certifies acceptance of the transfer/rollover/conversion as instructed in this request. After deducting any sums as are permitted under the plan, please complete the transfer, and send a check payable to:

- The Manhattan Life Insurance Company or Western United Life Assurance Company

Company Authorized Signature and Title Date

9. SIGNATURE GUARANTEE (If Required)

Affix Seal/Stamp Here



APPENDIX 11

DEPARTMENT OF FINANCIAL SERVICES OF THE STATE OF NEW YORK

DEFINITION OF REPLACEMENT

IN ORDER TO DETERMINE WHETHER YOU ARE REPLACING OR OTHERWISE CHANGING THE STATUS OF EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS, AND IN ORDER TO RECEIVE THE VALUABLE INFORMATION NECESSARY TO MAKE A CAREFUL COMPARISON IF YOU ARE CONTEMPLATING REPLACEMENT, THE AGENT OR BROKER IS REQUIRED TO ASK YOU THE FOLLOWING QUESTIONS AND EXPLAIN ANY ITEMS THAT YOU DO NOT UNDERSTAND.

AS PART OF YOUR PURCHASE OF A NEW LIFE INSURANCE POLICY OR A NEW ANNUITY CONTRACT, HAS EXISTING COVERAGE BEEN, OR IS IT LIKELY TO BE:

(1) LAPSED, SURRENDERED, PARTIALLY SURRENDERED, FORFEITED, ASSIGNED TO THE INSURER REPLACING THE LIFE INSURANCE POLICY OR ANNUITY CONTRACT, OR OTHERWISE TERMINATED? YES ___ NO ___

(2) CHANGED OR MODIFIED INTO PAID-UP INSURANCE; CONTINUED AS EXTENDED TERM INSURANCE OR UNDER ANOTHER FORM OF NONFORFEITURE BENEFIT; OR OTHERWISE REDUCED IN VALUE BY THE USE OF NONFORFEITURE BENEFITS, DIVIDEND ACCUMULATIONS, DIVIDEND CASH VALUES OR OTHER CASH VALUES? YES ___ NO ___

(3) CHANGED OR MODIFIED SO AS TO EFFECT A REDUCTION EITHER IN THE AMOUNT OF THE EXISTING LIFE INSURANCE OR ANNUITY BENEFIT OR IN THE PERIOD OF TIME THE EXISTING LIFE INSURANCE OR ANNUITY BENEFIT WILL CONTINUE IN FORCE? YES ___ NO ___

(4) REISSUED WITH A REDUCTION IN AMOUNT SUCH THAT ANY CASH VALUES ARE RELEASED, INCLUDING ALL TRANSACTIONS WHEREIN AN AMOUNT OF DIVIDEND ACCUMULATIONS OR PAID-UP ADDITIONS IS TO BE RELEASED ON ONE OR MORE OF THE EXISTING POLICIES? YES ___ NO ___

(5) ASSIGNED AS COLLATERAL FOR A LOAN OR MADE SUBJECT TO BORROWING OR WITHDRAWAL OF ANY PORTION OF THE LOAN VALUE, INCLUDING ALL TRANSACTIONS WHEREIN ANY AMOUNT OF DIVIDEND ACCUMULATIONS OR PAID-UP ADDITIONS IS TO BE BORROWED OR WITHDRAWN ON ONE OR MORE EXISTING POLICIES? YES ___ NO ___

(6) CONTINUED WITH A STOPPAGE OF PREMIUM PAYMENTS OR REDUCTION IN THE AMOUNT OF PREMIUM PAID? YES ___ NO ___

IF YOU HAVE ANSWERED YES TO ANY OF THE ABOVE QUESTIONS, A REPLACEMENT AS DEFINED BY NEW YORK INSURANCE REGULATION 60 HAS OCCURRED OR IS LIKELY TO OCCUR AND YOUR AGENT OR BROKER IS REQUIRED TO PROVIDE YOU WITH THE IMPORTANT NOTICE REGARDING REPLACEMENT OR CHANGE OF LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS. YOU WILL ALSO RECEIVE A COMPLETED DISCLOSURE STATEMENT NO LATER THAN THE TIME YOUR NEW POLICY OR NEW CONTRACT IS DELIVERED.

Date: _____ Signature of Applicant: ✓

Date: _____ Signature of Applicant: ✓

TO THE BEST OF MY KNOWLEDGE, A REPLACEMENT IS INVOLVED IN THIS TRANSACTION: YES ___ NO ___

Date: _____ Signature of Agent or Broker: ✗

APPENDIX 10C

DEPARTMENT OF FINANCIAL SERVICES OF THE STATE OF NEW YORK **IMPORTANT** NOTICE REGARDING REPLACEMENT OR CHANGE OF LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS

THIS NOTICE IS FOR YOUR BENEFIT AND REQUIRED BY 11 NYCRR PART 51 (INSURANCE REGULATION 60)

YOU ARE CONTEMPLATING THE PURCHASE OF A LIFE INSURANCE POLICY OR ANNUITY CONTRACT IN CONNECTION WITH THE SURRENDER, LAPSE OR CHANGE OF EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS. THE AGENT OR BROKER IS REQUIRED TO GIVE YOU THIS NOTICE. A SIGNED DISCLOSURE STATEMENT WILL ALSO BE PROVIDED TO YOU CONTAINING THE SUMMARY RESULT COMPARISON FOR THE NEW LIFE INSURANCE POLICY OR ANNUITY CONTRACT AND ANY LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS TO BE CHANGED THAT SETS FORTH THE FACTS OF THE TRANSACTION AND ITS ADVANTAGES AND DISADVANTAGES TO YOU. YOUR DECISION COULD BE A GOOD ONE - OR A MISTAKE - SO MAKE SURE YOU UNDERSTAND THE FACTS. YOU SHOULD:

1. CAREFULLY STUDY THE DISCLOSURE STATEMENT, WHICH INCLUDES A SUMMARY RESULT COMPARISON, UNTIL YOU ARE SURE YOU UNDERSTAND FULLY THE EFFECT OF THE TRANSACTION. **THE DISCLOSURE STATEMENT IS REQUIRED TO BE PROVIDED TO YOU NO LATER THAN UPON DELIVERY OF THE POLICY OR CONTRACT.**
2. ASK THE COMPANY, AGENT OR BROKER FROM WHOM YOU BOUGHT YOUR EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS TO REVIEW WITH YOU THE TRANSACTION. YOU MAY BE ABLE TO EFFECT THE CHANGES YOU DESIRE MORE ADVANTAGEOUSLY WITH THEM.
3. CONSULT YOUR TAX ADVISOR. THERE MAY BE UNFAVORABLE TAX IMPLICATIONS ASSOCIATED WITH THE CONTEMPLATED CHANGES TO YOUR EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS.

As a general rule, it is often not advantageous to drop or change existing coverage in favor of new coverage, whether issued by the same or a different insurance company. Some of the reasons it may be disadvantageous are:

1. The amount of the annual premium under an existing life insurance policy may be lower than that called for by a new life insurance policy having the same or similar benefits. Any replacement of the same type of policy will normally be at a higher premium rate based upon the insured's then attained age.
2. Since the initial costs of a life insurance policy are charged against the cash value increases in the earlier life insurance policy years, the replacement of an old life insurance policy by a new one results in the policyholder sustaining the burden of these costs twice. Annuity contracts usually contain provision for surrender charges, therefore a replacement involving annuity contracts may result in the imposition of surrender charges.
3. The incontestable and suicide clauses begin anew in a new life insurance policy. This could result in a claim being denied under the new life insurance policy that would have been paid under the life insurance policy that was replaced.
4. An existing life insurance policy or annuity contract often has more favorable provisions than a new life insurance policy or annuity contract in areas such as loan interest rate, settlement options, disability benefits and tax treatment.

5. There may have been changes in your health since the purchase of the existing coverage.
6. The insurance company with which you have existing coverage can often make a desired change on terms that would be more favorable than if you replaced existing coverage with new coverage.

YOU HAVE THE RIGHT, WITHIN 60 DAYS FROM THE DATE OF DELIVERY OF A NEW LIFE INSURANCE POLICY OR ANNUITY CONTRACT, TO RETURN IT TO THE INSURER AND RECEIVE AN UNCONDITIONAL FULL REFUND OF ALL PREMIUMS OR CONSIDERATIONS PAID ON IT, OR IN THE CASE OF A VARIABLE OR MARKET VALUE ADJUSTMENT POLICY OR CONTRACT, A PAYMENT OF THE CASH SURRENDER BENEFITS PROVIDED UNDER THE POLICY OR CONTRACT, PLUS THE AMOUNT OF ALL FEES AND OTHER CHARGES DEDUCTED FROM GROSS CONSIDERATIONS OR IMPOSED UNDER THE LIFE INSURANCE POLICY OR ANNUITY CONTRACT, AND MAY HAVE THE RIGHT TO REINSTATE OR RESTORE ANY LIFE INSURANCE POLICIES AND ANNUITY CONTRACTS THAT WERE SURRENDERED, LAPSED OR CHANGED IN THE TRANSACTION TO THEIR FORMER STATUS TO THE EXTENT POSSIBLE AND IN ACCORDANCE WITH THE INSURER'S PUBLISHED REINSTATEMENT RULES TO THE EXTENT SUCH RULES ARE NOT INCONSISTENT WITH THE PROVISIONS OF 11 NYCRR PART 51 (INSURANCE REGULATION 60).

IMPORTANT: THIS RIGHT SHOULD NOT BE VIEWED AS REINSTATING OR RESTORING YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT TO THE SAME CONDITION AS IF IT HAD NEVER BEEN REPLACED. THERE MAY BE CONSEQUENCES IN REINSTATING OR RESTORING YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT, INCLUDING BUT NOT LIMITED TO:

- THE RIGHT TO REINSTATE OR RESTORE YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT APPLIES ONLY TO COMPANIES SUBJECT TO NEW YORK INSURANCE LAWS;
- YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT IS SUBJECT TO YOUR SPECIFIC COMPANY'S REINSTATEMENT RULES, WHICH MAY VARY FROM COMPANY TO COMPANY. THESE RULES MAY REQUIRE PAYMENT OF BOTH PREMIUM AND INTEREST; HOWEVER, YOU WILL NOT BE SUBJECT TO EVIDENCE OF INSURABILITY, OR A NEW CONTESTABLE OR SUICIDE PERIOD;
- YOU MAY NOT RECEIVE THE INTEREST OR INVESTMENT PERFORMANCE DURING THE PERIOD THE LIFE INSURANCE POLICY OR ANNUITY CONTRACT WAS REPLACED; AND
- THERE MAY BE UNFAVORABLE FEDERAL INCOME TAX CONSEQUENCES AS A RESULT OF THE REINSTATEMENT OF YOUR LIFE INSURANCE POLICY OR ANNUITY CONTRACT.

IMPORTANT: IN THE CASE OF A VARIABLE OR MARKET VALUE ADJUSTMENT POLICY OR CONTRACT, THE VALUE OF THE POLICY OR CONTRACT MAY INCREASE OR DECREASE DURING THE 60 DAY PERIOD DEPENDING ON THE PERFORMANCE OF THE UNDERLYING INVESTMENTS, WHICH MAY AFFECT THE VALUE OF THE REFUND YOU RECEIVE.

I HEREBY ACKNOWLEDGE THAT I READ THE ABOVE "**IMPORTANT** NOTICE" AND HAVE RECEIVED A COPY OF SAME.

Signature of Applicant: _____ Date: _____

Signature of Applicant: _____ Date: _____

MANHATTAN LIFE INSURANCE COMPANY**Annuity Operations Office**

PO Box 2290 Spokane WA 99210-2217 • 929 W Sprague Ave Spokane WA 99201
 Tel 800.247.2045 • Fax 509.835.3190 • AnnuityServices@wula.com • ManhattanLife.com

NEW YORK REPLACEMENT**REGULATION 60****CONTRACT / POLICY
INFORMATION REQUEST****1. EXISTING INSURER**

This is to inform you that an existing annuity contract or life insurance policy issued by your Company may be replaced by an annuity contract issued by The Manhattan Life Insurance Company.

Name

Address

NAIC Number (required)

Phone Number

Fax Number

2. EXISTING ANNUITY CONTRACT(S) / LIFE INSURANCE POLICY(IES) PROPOSED TO BE REPLACED

In accordance with New York Insurance Department Regulation 60, please furnish the information needed for completing the required applicable Disclosure Statement, to the replacing Producer named below; the existing Producer (if different); and The Manhattan Life Insurance Company (at the address listed on the bottom of this form).

Contract/Policy Number(s)

 Full Replacement Partial Replacement \$ _____

Contract/Policy Number(s)

 Full Replacement Partial Replacement \$ _____

Please note if a response is not received by the replacing Company within twenty days of your receipt of this request, the Company may estimate values when completing the Disclosure Statement. The Manhattan Life Insurance Company will report your failure to response to the New York State Insurance Department as required by law.

3. REPLACING PRODUCER

Name

Address

Phone Number

Fax Number

4. REPLACING CONTRACT/POLICY OWNER'S AUTHORIZATION

I hereby request and authorize the Existing Insurer to furnish the Replacing Producer and The Manhattan Life Insurance Company with the information necessary to complete New York's required Disclosure Statement on the above referenced Contract(s) / Policy(ies).

Contract/Policy Owner Printed Name

Contract/Policy Owner Signature

Date

Joint Contract/Policy Owner Printed Name
(if applicable)

Joint Contract/Policy Owner Signature

Date

COPIES TO PRODUCER AND CLIENT

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MANHATTAN LIFE INSURANCE COMPANY

Annuity Operations Office

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MARKETING MATERIALS

VERIFICATION

NY REGULATION 60

If the proposed annuity contract will change or replace an existing annuity contract or life insurance policy, indicate below all marketing materials used in the presentation for the sale of this annuity contract. If any items used are not listed, you are required to provide a copy of the materials used with the application.

We are required to submit copies of all marketing materials to the transferring company upon request.

1. MARKETING MATERIALS USED (Check all that apply)

PREFERRED CHOICE

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> 3-Year Fact Sheet
MLPRF3-FACTS 01.2025_NY | <input type="checkbox"/> 3-Year Fact Sheet (no rate)
MLPRF3-FACTS-MK 01.2025_NY | <input type="checkbox"/> 3-Year Ad
MLPRF3-AD 01.2025_NY | <input type="checkbox"/> Brochure
BRC_MLPRF 01.2025 |
| <input type="checkbox"/> 5-Year Fact Sheet
MLPRF5-FACTS 01.2025_NY | <input type="checkbox"/> 5-Year Fact Sheet (no rate)
MLPRF5-FACTS-MK 01.2025_NY | <input type="checkbox"/> 5-Year Ad
MLPRF5-AD 01.2025_NY | |
| <input type="checkbox"/> 6-Year Fact Sheet
MLPRF6-FACTS 01.2025_NY | <input type="checkbox"/> 6-Year Fact Sheet (no rate)
MLPRF6-FACTS-MK 01.2025_NY | <input type="checkbox"/> 6-Year Ad
MLPRF6-AD 01.2025_NY | |
| <input type="checkbox"/> 7-Year Fact Sheet
MLPRF7-FACTS 01.2025_NY | <input type="checkbox"/> 7-Year Fact Sheet (no rate)
MLPRF7-FACTS-MK 01.2025_NY | <input type="checkbox"/> 7-Year Ad
MLPRF7-AD 01.2025_NY | |

PREMIUM PREFERRED

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> 5-Year Fact Sheet
MLPRM5-FACTS 01.2025_NY | <input type="checkbox"/> 5-Year Fact Sheet (no rate)
MLPRM5-FACTS-MK 01.2025_NY | <input type="checkbox"/> 5-Year Ad
MLPRM5-AD 01.2025_NY | <input type="checkbox"/> Brochure
BRC_MLPRM 01.2025 |
| <input type="checkbox"/> 7-Year Fact Sheet
MLPRM7-FACTS 01.2025_NY | <input type="checkbox"/> 7-Year Fact Sheet (no rate)
MLPRM7-FACTS-MK 01.2025_NY | <input type="checkbox"/> 7-Year Ad
MLPRM7-AD 01.2025_NY | |

2. OTHER MARKETING MATERIALS (Copies are required to be submitted with the Application)

Illustration Number (begins with ILLUS...) _____ Must submit copy with Application.

3. PRODUCER VERIFICATION AND SIGNATURES

- I hereby verify that I have left copies of all marketing materials used in the presentation and certify that this sale is not in conflict with the Company's policy and guidelines with respect to the acceptability of replacement.
- No marketing materials used

Applicant Name

Producer's Printed Name

Producer ID

State License No

Producer's Signature

Date

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This form must be completed, or in the Company's file, when a trust applies for an annuity; changes trustee(s) or ownership; requests a contract change or transaction; or makes a claim for a death benefit as a beneficiary. The Company is authorized to accept the instructions of the trustee(s) identified on this form unless and until the Company receives notice of a change of trustees.

This agreement is considered applicable to all contracts the Trust is currently, or in the future associated with, unless you notify the Company otherwise in writing.

You should consult your tax advisor regarding the tax status of an annuity owned or claimed by a trust.

When submitting the form for a change of trustees, Change of Trustee(s) section must be completed and signatures of all trustees are required.

1. ANNUITY CONTRACT INFORMATION

Full Name of Annuitant(s)

Full Legal Name of the Trust

Trust Date mm/dd/yyyy	Trust Tax ID Number _____
Restated Date (if any) mm/dd/yyyy	<input type="checkbox"/> SSN / TIN – I/we certify this Trust <i>IS</i> acting as an agent for a natural person and qualifies for treatment as a deferred annuity. Please complete the following required information: <ul style="list-style-type: none">Name of Trustee/Grantor whose SSN/TIN is being used: _____
Latest Amendment Date (if any) mm/dd/yyyy	<ul style="list-style-type: none">Date of birth for Trustee/Grantor whose SSN/TIN is being used: _____ <input type="checkbox"/> TIN – I/we certify this Trust <i>IS NOT</i> acting as an agent for a natural person and understand this contract will not be treated as an annuity for income tax purposes. (See Section 3)

Names of ALL Current Trustees – (Please attach additional pages if needed)

1. _____
2. _____
3. _____

Names of ALL Successor Trustees – (If applicable; please attach additional pages if needed)

1. _____
2. _____
3. _____

If the trust has more than one trustee, select one: Trustees must act together Trustees may act independently

Is the insurance producer or any person affiliated with the insurance producer a beneficiary of the Trust?

Yes No If Yes, please attach a signed explanation of why they are named a beneficiary on the Trust.

TRUST INFORMATION, TRUSTEE CERTIFICATION, INDEMNIFICATION AGREEMENT

2. CHANGE OF TRUSTEE(S)

Please provide supporting documentation, as applicable for any trustee changes

Reason for Change of Trustee(s): *(Check one)*

- | | |
|--|---|
| <input type="checkbox"/> Amendment to trust naming new trustee(s)
Provide new trust pages | <input type="checkbox"/> Incapacitation of previous trustee(s)
Provide physician's statement |
| <input type="checkbox"/> Death of previous trustee(s)
Provide copy of certified death certificate | <input type="checkbox"/> Resignation of previous trustee(s)
Provide letter from resigning trustee(s) |
-

Trustee(s) Removed

Trustee(s) Added *(Trustee(s) listed in this section will supersede any previously declared trustee(s) for the reason specified above)*

3. TAXATION OF THE TRUST *(For Information Only)*

According to Internal Revenue Code Section 72(u), if any annuity contract is held by a "non-natural person" such as a trust, and that trust is not holding the contract as an "agent for a natural person," then:

- The contract is not treated as an annuity contract for income tax purposes, and
- Income on the contract for each tax year is treated as ordinary income received or accrued by the Owner during that tax year.
- The Company will only issue IRS form 1099-R to the Trust, reporting withdrawals that have occurred in the current tax year.
- When an Annuitant or co-annuitant named on the contract passes away or is removed from the contract, full distribution of the contract may be required under relevant provisions of the Internal Revenue Code section 72(s).

The Company does not offer legal, financial, tax, investment or estate-planning advice. We recommend you seek such advice from the proper sources before purchasing this annuity or taking a distribution.

4. TRUSTEE CERTIFICATION AND INDEMNIFICATION AGREEMENT

The undersigned trustee(s), constituting all of the currently acting trustee(s), hereby certify that the information provided in "Trust Information" section of this form is true and correct, and that the trust has not been revoked, modified or amended in any manner which would cause the representations herein to be incorrect. I/we understand that the Company will assume no responsibilities to the trust other than its contractual obligations as issuer of the annuity contract.

The Company, its affiliates, and each of its officers, directors, employees and producers, or the successors and assignees of any of them (collectively, "the Company") are authorized to rely on the information set forth in this document until the Company is notified of any change to said information in writing. Any changes are to be delivered to the Company's Annuity Operations Office and will become effective as soon as the Company receives the requested changes. No change will affect any transactions initiated by the Company before the change has become effective.

The Trust and the undersigned trustee(s) hereby agree to personally indemnify and hold harmless the Company from any and all liability, including attorneys' fees the Company may incur by acting upon instructions reasonably believed by it to be valid instructions originating from said trustee(s), and from any and all acts of said trustee(s) with respect to any contract, policy, account, fund or similar instrument.

TRUST INFORMATION, TRUSTEE CERTIFICATION, INDEMNIFICATION AGREEMENT

5. TRUSTEE INFORMATION, SIGNATURES AND NOTARIZATION

Names and addresses of ALL current trustee(s) of the Trust. Attach additional sheet if necessary

Full Name of Trustee | Phone Number(s)

Address, City, State, Zip

Note: Per Company policy, producers may not act as notary on client's financial transactions.

Signature of Trustee

On this ___ day of, _____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, to me known to be the person named in and who executed the foregoing document, and acknowledged that he/she executed the same as his/her voluntary act and deed.

(Affix Notary Stamp or Seal)

Notary Public
State of
County of
My Commission Expires Phone #

Full Name of Trustee | Phone Number(s)

Address, City, State, Zip

Note: Per Company policy, producers may not act as notary on client's financial transactions.

Signature of Trustee

On this ___ day of, _____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, to me known to be the person named in and who executed the foregoing document, and acknowledged that he/she executed the same as his/her voluntary act and deed.

(Affix Notary Stamp or Seal)

Notary Public
State of
County of
My Commission Expires Phone #

TRUST INFORMATION, TRUSTEE CERTIFICATION, INDEMNIFICATION AGREEMENT
ADDITIONAL SIGNATURE PAGE (if Applicable)

1. TRUSTEE INFORMATION, SIGNATURES AND NOTARIZATION

Names and addresses of ALL current trustee(s) of the Trust. Attach additional sheet if necessary

Full Name of Trustee	Phone Number(s)
-----------------------------	------------------------

Address, City, State, Zip

Note: Per Company policy, producers may not act as notary on client's financial transactions.

Signature of Trustee

On this ____ day of, _____, _____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, to me known to be the person named in and who executed the foregoing document, and acknowledged that he/she executed the same as his/her voluntary act and deed.

Notary Public

(Affix Notary Stamp or Seal)

State of

County of

My Commission Expires Phone #

Full Name of Trustee	Phone Number(s)
-----------------------------	------------------------

Address, City, State, Zip

Note: Per Company policy, producers may not act as notary on client's financial transactions.

Signature of Trustee

On this ____ day of, _____, _____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, to me known to be the person named in and who executed the foregoing document, and acknowledged that he/she executed the same as his/her voluntary act and deed.

Notary Public

(Affix Notary Stamp or Seal)

State of

County of

My Commission Expires Phone #