

Application for Flexible Premium
Individual Deferred Annuity



**Athene Annuity & Life Assurance
Company of New York**

Home Office Address: 1 Blue Hill Plz, Ste 1672, Pearl River, NY 10965
Mailing Address: PO Box 1555, Des Moines, IA 50306-1555
Overnight Address: 7700 Mills Civic Parkway,
West Des Moines, IA 50266-3862
Customer Contact Center - Tel: 888 266 8489 Fax: 866 709 3922

FINANCIAL PROFESSIONAL CODE & NAME:	
APP SIGNED STATE:	DISTRIBUTOR ACCOUNT ID #:

1. PRODUCT

Product Name : Athene MaxRate
<input type="checkbox"/> 3 Year <input type="checkbox"/> 5 Year <input type="checkbox"/> 7 Year

2. OWNER

Individual or Trustee First Name	M. I.	Last Name	Suffix		
Trust or Company Name					
Social Security Number/Tax ID	Date of Birth (MM/DD/YY)	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Relationship to Proposed Annuitant: <input type="checkbox"/> Spouse <input type="checkbox"/> Other:		
Street Address (Required - No PO Box)		City	State	Zip	Country
Mailing Address (Optional)		City	State	Zip	Country
US Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No	Country of Citizenship	Email		Phone	

Note: If the proposed owner(s) is not a natural person, for example a trust, a corporation or an association, then additional documentation will be required to establish the entity's legal identity and who has authority to legally act on behalf of the entity.

3. JOINT OWNER Not applicable to qualified contracts or to those not owned by natural persons

First Name	M. I.	Last Name	Suffix		
Social Security Number/Tax ID	Date of Birth (MM/DD/YY)	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Relationship to Proposed Annuitant: <input type="checkbox"/> Spouse <input type="checkbox"/> Other:		
Street Address (Required - No PO Box)		City	State	Zip	Country
Mailing Address (Optional)		City	State	Zip	Country
US Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No	Country of Citizenship	Email		Phone	

4. REPLACEMENT This section **MUST** be completed

- Yes No Do you have an existing life insurance policy or annuity contract?
- Yes No Do you intend for this annuity to change or replace any existing life insurance policy or annuity Contract?



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5. ANNUITANT (Complete if different from Owner)

First Name	M. I.	Last Name		Suffix
Social Security Number	Date of Birth (MM/DD/YY)	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Phone Number	
Street Address (Required - No PO Box)	City	State	Zip	Country

6. JOINT ANNUITANT Not applicable to non-spouse or qualified contracts

First Name	M. I.	Last Name		Suffix
Social Security Number	Date of Birth (MM/DD/YY)	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Phone Number	
Street Address (Required - No PO Box)	City	State	Zip	Country

7. BENEFICIARIES

- Death benefit distribution will be divided equally if no percentages are listed. All beneficiaries must be living/existing at the time of Application. The sum of the percentages for Primary and Contingent Beneficiaries must total 100%.
- Contingent: A beneficiary who will receive a death benefit distribution should all primary beneficiaries die prior to the payment of any death benefit distributions.
- If the beneficiary is a trust, include the name and trust creation date on the Beneficiary name line.
- Please provide Social Security/Tax Identification Numbers to expedite future Death Claim processing.
- List additional beneficiaries on a separate page. Owner must sign, date and include required information.

Individual, Trust or Company Name	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Percentage %	Phone Number	
SSN/TIN	Date of Birth(MM/DD/YY)	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Relationship to Proposed Annuitant:	
Address	City	State	Zip	Country

Individual, Trust or Company Name	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Percentage %	Phone Number	
SSN/TIN	Date of Birth(MM/DD/YY)	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Relationship to Proposed Annuitant:	
Address	City	State	Zip	Country

Individual, Trust or Company Name	<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Percentage %	Phone Number	
SSN/TIN	Date of Birth(MM/DD/YY)	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Relationship to Proposed Annuitant:	
Address	City	State	Zip	Country



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7. BENEFICIARIES (continued)

Individual, Trust or Company Name		<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Percentage %	Phone Number	
SSN/TIN	Date of Birth(MM/DD/YY)	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Relationship to Proposed Annuitant:		
Address		City	State	Zip	Country

8. ANNUITY TYPE Select **one** option to indicate how **this contract** should be issued

<input type="checkbox"/> Non-Qualified
<input type="checkbox"/> IRA (select only one): <input type="checkbox"/> Traditional <input type="checkbox"/> Roth <input type="checkbox"/> SEP
<input type="checkbox"/> Inherited IRA (select only one): <input type="checkbox"/> Traditional <input type="checkbox"/> Roth

For Qualified options, select all that apply:

Contribution Year _____ Direct Transfer/Rollover¹ Rollover within 60 Days²

If Inherited IRA selected above, complete for Decedent:

Decedent Name: _____

Relationship to Proposed Annuitant: <input type="checkbox"/> Spouse <input type="checkbox"/> Other:	Date of Birth (MM/DD/YY)	Date of Death (MM/DD/YY)
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¹Please complete and submit the applicable Request for Funds Form or ACORD 951 form, for each account to be transferred into this contract.

²I understand that, except in the case of a Roth Conversion, I can make only one rollover from an IRA (including a Traditional IRA, Roth IRA, or SEP IRA) to an IRA in any 1-year period, regardless of the number of IRAs I own.

9. PREMIUMS Make all checks payable to **Athene Annuity & Life Assurance Company of New York**; estimate total transfer amounts

New Purchase	\$
Transfer/Rollover	\$
Internal Transfer Existing Athene Contract Number(s) _____	\$
TOTAL ANTICIPATED PREMIUM	\$



10. AGREEMENTS AND SIGNATURES

The Owner agrees all statements and answers to questions in this application are true to the best of the Owner’s knowledge and belief. This application will be attached to and made part of the entire Contract.

I have received a copy of the disclosure material and understand the results shown, other than the Guaranteed Minimum Values, are not guarantees, promises, or warranties.

Payment must be made payable to Athene Annuity & Life Assurance Company of New York.

IRS CERTIFICATION

Under penalties of perjury, I certify that:

1. The Social Security Number or Taxpayer Identification Number shown on this form is correct (or I am waiting for a number to be issued to me), and
 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
 3. I am a U.S. citizen or other U.S. person (as defined in the General Instructions of IRS Form W-9), and
 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Exemption from FATCA reporting code (if any): _____. (FATCA reporting codes can be found in the General Instructions on IRS Form W-9.) If you are only submitting this form for an account you hold in the United States, you may leave this field blank.
- Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

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

All statements made by, or by the authority of the applicant for the issuance, of the applied for contract, are deemed representations and not warranties.

Signed at City	State	On Date
Owner Signature X	Joint Owner Signature (if applicable) X	
Annuitant Signature (if other than Owner) X	Joint Annuitant Signature (if applicable) X	

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11. PRODUCER USE ONLY

1. Yes No Does the applicant have an existing life insurance policy or annuity contract?
 2. Yes No Will this annuity replace or change an existing life insurance policy or annuity contract?

If (Yes) to either question, and if required by state regulation, replacement forms must accompany this application.

3. Yes No Is any participant on this contract or a dependent family member of a participant on this contract an active duty (full-time) service member (officer or enlisted) of the United States Armed Forces (Army, Navy, Air Force, Marine Corps, or Coast Guard)? If Yes, please complete Military Disclosure Form 18257.

By signing below, I certify I have truly and accurately recorded on this application the information provided by the applicant. I certify that only company approved sales materials were used and that copies of such materials were 1) left with the client and 2) retained in my files. I certify any required disclosure material has been presented to the applicant. I have not made any statements which differ from this material nor have I made any promises about the future expected values of this Contract.

Complete the following section for any additional producers and indicate the split percentages.

Producer Name	Producer Code	Producer Phone Number/Email Address	Split % - MUST Equal 100%

Producer Signature		Date Signed
Producer Name (print please)	Producer Phone Number	Producer Email

- Commission Option 1 Commission Option 2 (trail) Commission Option 3 (trail)
 Commission options vary by product.



Mail or fax completed form to:

P.O. Box 1555, Des Moines, IA 50306-1555 Fax: 866-709-3922
 Email: documents@athene.com
 Customer Contact Center - Tel: 888-266-8489

Athene Annuity & Life Assurance Company of New York

Pearl River, NY 10965

Please complete this worksheet and submit with your application. The financial and personal information requested on this form is required to verify if the product meets your needs and objectives. This form must be completed, signed, and dated to consider your application complete. **Incomplete forms will delay processing.**

- For Revocable Trust ownership, complete the worksheet on behalf of the grantor/settlor.
- For Irrevocable Trust ownership, employment status and date of birth should be completed on behalf of the annuitant. The remainder of the worksheet should be completed on behalf of the trust.
- For all other non-natural owners, employment status and date of birth should be completed on behalf of the annuitant. The remainder of the worksheet should be completed on behalf of the entity.
- For additional information on how to complete this worksheet, please review the step-by-step guide, <https://p.widencdn.net/mvsbua/23154>.

Household means the applicant and applicant's spouse or domestic partner, as applicable by state law.

OWNER

Owner/Trust/Entity Name		Date of Birth (MM/DD/YYYY)	
Employment Status <i>Check one</i>	<input type="checkbox"/> Employed (Full and Part time)	<input type="checkbox"/> Self-Employed	<input type="checkbox"/> Unemployed <input type="checkbox"/> Retired
	<input type="checkbox"/> Homemaker	<input type="checkbox"/> Disabled	<input type="checkbox"/> Student

JOINT OWNER (complete separate form if not owner's spouse/domestic partner)

Joint Owner		Date of Birth (MM/DD/YYYY)	
Employment Status <i>Check one</i>	<input type="checkbox"/> Employed (Full and Part time)	<input type="checkbox"/> Self-Employed	<input type="checkbox"/> Unemployed <input type="checkbox"/> Retired
	<input type="checkbox"/> Homemaker	<input type="checkbox"/> Disabled	<input type="checkbox"/> Student

FINANCIAL OBJECTIVES (please answer ALL Financial sections using Household Assets)

A. Source of income Check all that apply. For personal owned contracts, DO NOT include income from business accounts. For business owned contracts, DO NOT include income from personal accounts.

- | | | |
|---|--|--|
| <input type="checkbox"/> Household Wages/Salary | <input type="checkbox"/> 401(k)/Pension Plan | <input type="checkbox"/> Social Security (not including disability) |
| <input type="checkbox"/> Rental Income | <input type="checkbox"/> 403(b) | <input type="checkbox"/> Investment Income/RMDs |
| <input type="checkbox"/> *Disability | <input type="checkbox"/> *Unemployment | <input type="checkbox"/> *Severance |
| <input type="checkbox"/> *Child Support | <input type="checkbox"/> *Alimony | <input type="checkbox"/> Business Income (to be used for corporate owned contracts only) |
| <input type="checkbox"/> None | | |

*If "disability," "unemployment," "severance," "child support" and/or "alimony" are selected, please provide the monthly amount received \$_____, and how long that income is expected to continue ___ years/months (circle one).

B. Federal income tax bracket Check one. 0% 10% 12% 22% 24% 32% 35% 37%

C. Do you anticipate any significant changes to the Household Objectives below during the surrender charge period of this annuity? (Amounts entered should be limited to the amount changing.)

- | | | |
|------------------------------------|--|---|
| Increase in Annual Living Expenses | <input type="checkbox"/> Yes <input type="checkbox"/> No | If Yes, amount of annual Increase \$_____, in ___ years |
| Decrease in Annual Income | <input type="checkbox"/> Yes <input type="checkbox"/> No | If Yes, amount of annual Decrease \$_____, in ___ years |
| Decrease in Liquid Assets | <input type="checkbox"/> Yes <input type="checkbox"/> No | If Yes, amount of Decrease \$_____, in ___ years |

FINANCIAL STATUS

- All Financial Information should be completed based on household financials. If submitting multiple contracts for the household, all financial information should match. For personal owned contracts, DO NOT include assets from business accounts. For business owned contracts, DO NOT include assets from personal accounts.
- Primary residence/land, automobiles and personal property cannot be included as part of your financial information.
- Athene will calculate the net worth which is equal to "Household Liquid Assets (K) *plus* Household Non-Liquid Assets (L) *minus* Total Household Liabilities/Debt (M)"
- Please include ALL annuities currently held at Athene and outside of Athene. This should include all forms of annuities including IRA, 403(b) and 457(b) annuity plans.
- For annuities in or out of surrender term, provide the higher of the Accumulated Value or Surrender Value in sections J and K.

INCLUDE THE PROPOSED ANNUITY PREMIUM(S) BASED ON WHERE THE FUNDS ARE CURRENTLY HELD

LEAVING QUESTIONS BLANK IS NOT ALLOWED AND WILL RESULT IN CUSTOMER CORRECTIONS.

"0," "N/A" OR "--" ARE ALLOWED

K. Household Liquid Assets		L. Household Non-Liquid Assets	
Checking/Savings	\$	Cash Value of Life Insurance	\$
IRA (Non-Annuity) <i>(if age 59 1/2 or above)</i>	\$	IRA (Non-Annuity) <i>(include B shares) (if under age 59 1/2)</i>	\$
Certificates of Deposit	\$	Real Estate Equity <i>(exclude primary residence/home/land)</i>	\$
403(b)/457(b) Mutual Funds <i>(Including group and individual mutual funds)</i>	\$	403(b)/457(b) Mutual Funds <i>(Including group and individual mutual funds)</i>	\$
Stocks/Bonds/Mutual Funds <i>(excluding B shares, 403(b) mutual funds and 457(b) mutual funds)</i>	\$	Annuities in Surrender Term (for all ages) <i>(including IRA annuities, 457(b) annuities and Group/ Individual 403(b) annuities)</i>	\$
Annuities out of Surrender Term (if age 59 1/2 or above) <i>(including IRA annuities, 457(b) annuities and Group/ Individual 403(b) annuities)</i>	\$	Annuities out of Surrender Term (if under age 59 1/2) <i>(including IRA annuities, 457(b) annuities and Group/ Individual 403(b) annuities)</i>	\$
401K (if age 59 1/2 or above and separated from service)	\$	401K (if under age 59 1/2 and/or not separated from service)	\$
Thrift Savings Plan (TSP) (if age 55 or above and separated from service)	\$	Thrift Savings Plan (TSP) (if under age 55 and/or not separated from service)	\$
Money Market/Brokerage Account <i>(excluding B shares)</i>	\$		
Cash/Precious Metals <i>(excluding jewelry, coins, etc.)</i>	\$		



FINANCIAL STATUS (continued)

M. Do you have any existing liabilities and obligations? (E.g. credit card debt, student loans, permanent life insurance premiums, 2nd residence/home mortgage, etc. Exclude any liabilities and obligations from primary residence/home mortgage and automobiles).

Yes No If yes, please list below.

Type of Liability	Current Balance	Monthly Payment	Term of Liability
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
	\$	\$	
Total liabilities (this should equal all figures listed under current balance above).	\$		

N. Total Annual Household Income (E.g. Salary, social security payments, pension/retirement benefits, investment, and rental income, etc.) DO NOT include income currently earned on the funds being used to purchase this annuity. \$ annually

O. Total Annual Household Expenses (E.g. Housing, transportation, insurance, food, health care, property taxes, cell phone, etc.) \$ annually

P. Do you or your spouse/domestic partner have any of the following: Yes No

- Existing Athene annuities?
- Other pending Athene annuities?
- Other applications being submitted to Athene with this application?
- Previously declined annuities at Athene?

Q. If question P is "yes," please list contract #s as well as spouse/domestic partner name and last 4 of SSN:

Existing/Pending Athene Contract #s:

Spouse/Domestic Partner Name:

Spouse/Domestic Partner Last 4 of SSN:

ADVANTAGES AND DISADVANTAGES

R. Please select why you are purchasing the Athene annuity and how the annuity will assist you in meeting your needs and objectives. Check all that apply.

- Accumulation/Growth
- Tax Deferral
- Principal Protection
- Provides Guarantees
- Pass Assets to Beneficiaries
- Liquidity

S. Please provide the disadvantages you discussed with your producer in selecting this annuity. Check all that apply.

- Surrender Charges/Withdrawal Charge Term
- Limited Growth Potential
- Limited Penalty Free Withdrawals



OWNER(S)' CONFIRMATION

By signing below, I (and the Joint Owner, if any) acknowledge and attest that:

- I reviewed the Customer Identification Notice (form number 10200) and agree with the terms of the notice.
- The information I provided on pages 1 through 4, regarding my financial status, tax status, financial objectives, and any other information requested by my producer is complete and accurate to the best of my knowledge and was provided prior to the purchase of this annuity. I understand that my failure to provide true and complete information may affect the ability of my producer and Athene to determine the suitability of the product being applied for, and may limit the protection provided by regulations regarding suitability of the annuity being purchased.
- Neither the Company nor its representatives offered legal or tax advice and that I have been advised to consult my own personal attorney or tax advisor on any tax matters. I am aware that any withdrawals taken from the annuity may result in a taxable event.
- I received written notice from my producer regarding the compensation he/she received or will receive for recommending the purchase of this annuity.
- I believe the annuity I am applying for is suitable and in my best interest according to my insurance needs and/or financial objectives. I understand and accept that the annuity I am applying for includes non-guaranteed elements and may experience changes in the credited interest after the guarantee period. I understand access to the funds used to purchase this annuity, in excess of the penalty-free withdrawal amount during the Withdrawal Charge period, will result in a Withdrawal Charge.
- I attest my decision to purchase this annuity was based on my producer's recommendation. I further attest my producer informed me of the various features of the annuity, the advantages and disadvantages of this annuity, of discontinuing or modifying my existing life insurance or annuity contract (if applicable), and the basis of my producer's recommendation. Based upon that information and my producer's recommendation, I believe I would benefit from those features and from the annuity and transaction as a whole.

Owner's Signature

Date (MM/DD/YYYY)

Joint Owner's Signature

Date (MM/DD/YYYY)



PRODUCER'S CONFIRMATION AND ACKNOWLEDGEMENTS

T. Before recommending this annuity, did you describe the limitations, if any, on the types of financial products you can offer? (including, if applicable, that you are not licensed to sell securities products) Yes No

U. Based on the customer's objectives, risk tolerance, financial circumstances and needs and all information gathered on pages 1-4, did you determine it is in the customer's best interest to purchase a fixed annuity, rather than another type of financial product that you are licensed to sell? Yes No

V. How do the following factors impact your recommendation?
Please check an applicable box for all sections (do not leave any section blank unless otherwise noted below).

Suitability Information	Supports	Neutral	Does Not Support
Age			
Annual Income			
Financial situation and needs, including the financial resources used for funding the policy			
Financial experience			
Financial objectives			
Intended use of the policy (e.g. receive income for life, to leave assets to beneficiaries, guarantees, etc.)			
Financial time horizon, including duration of existing liabilities and obligations			
Existing assets, including investment and insurance holdings			
Liquidity needs			
Liquid net worth (liquid assets)			
Risk tolerance			
Willingness to accept non-guaranteed elements in the policy			
Tax status			
Other (optional): Describe			

Please explain any factors that do not support your recommendation: (please write n/a if none)

W. How do the following product features impact your recommendation?
Please check applicable box for all sections (do not leave any section blank).

Feature	Supports	Neutral	Does Not Support
Withdrawal Charge Period and/or Withdrawal Charge Term			
Minimum Guaranteed Contract Value			
Guaranteed Interest Rate			
Death Benefit available			
Tax deferral			
Issuer financial strength			

Please explain any factors that do not support your recommendation: (please write n/a if none)

PRODUCER'S CONFIRMATION AND ACKNOWLEDGEMENTS (continued)

X. Identify the annuity or financial products that you compared before recommending this annuity. *(None or n/a is not an acceptable answer)*

Company	Product

Y. In your professional opinion, is this annuity in the customer's best interest, as compared to other annuity options?..... Yes No

By signing below, I acknowledge and attest that:

- I attest a compliant recommendation was made to the owner and appropriate disclosure was provided to the owner at the time of recommendation.
- I made a reasonable effort to obtain information from the owner concerning the owner(s)' financial status, tax status, financial objectives and other information considered reasonable, including, but not limited to, the information provided on pages 1-4 of this form prior to the purchase of this annuity.
- It is my reasonable belief, based on the information the owner provided and on all the circumstances known to me at the time the recommendation was made, the annuity recommended and being applied for is suitable and in the best interest for the owner(s)' insurance needs and/or financial objectives as compared to other annuity or financial products that I am appropriately designated to offer and is based on my evaluation of relevant suitability information and reflects the care, skill, prudence, and diligence that a prudent person acting in a like capacity and familiar with such matters would use under similar prevailing circumstances.
- I verified the identity of the owner(s) and believe the information the owner(s) provided to me regarding his or her identity is true and accurate.
- It is my reasonable belief the owner's decision to purchase this annuity was based on my recommendation. I attest I have considered and discussed the advantages and disadvantages. I further attest that the owner has been reasonably informed of various features of the policy and potential consequences of the sales transaction, both favorable and unfavorable, including (if applicable) of discontinuing or modifying an existing life insurance policy or annuity contract with my owner, including the replacement concerns mentioned above, and the owner understands the basis for my recommendation.
- My recommendation to purchase this annuity was based on an evaluation of the relevant suitability information of the customer.
- My recommendation was made with the care, skill, prudence and diligence that a prudent person acting in a like capacity and familiar with such matters would use under the circumstances prevailing.
- I only considered the interests of the applicant when making the recommendation to purchase this annuity. I understand that I must act in the best interest of the customer. I may receive a commission from, or have another financial interest in, the recommended transaction. However, my recommendation is based solely on the customer's my financial interests or to the financial interests of Athene or any other person.
- My recommendation was not influenced by any compensation or incentives I received. Further, I provided the consumer with all required compensation disclosure.
- I have reviewed the customer's financial situation and needs, including the financial resources used for the funding of the policy and the customer's financial time horizon, including duration of existing liabilities and obligations, and have determined that the customer has the financial ability to meet the financial commitments under the policy.

 Producer's Signature

 Date



Standard of Care Guidelines for Producers - Suitability and Best Interest



To help you make appropriate recommendations under the applicable standard of care, Athene Annuity and Life Company and/or Athene Annuity & Life Assurance Company of New York (collectively and separately, as context requires, the "Company" or "Athene") are providing the following information about Athene's standard of care review process. The standard of care program was put in place to benefit both you and the consumer and the following guidelines are designed to identify and discourage inappropriate sales and replacements in order to help you meet regulatory requirements.

This document includes specific scenarios you may encounter when collecting information to make an appropriate determination under the applicable standard of care and is intended to help you understand Athene's guidelines if you are considering recommending an Athene annuity. The guidelines are not all inclusive and are subject to change. Adherence to the guidelines does not guarantee Athene will determine the purchase of an annuity or replacement of a life insurance policy or annuity suitable for the consumer.

Company Position:

Athene is committed to meeting the needs of consumers through appropriate annuity sales. All recommendations for the purchase of an annuity, or the exchange of an annuity or life insurance product, should be appropriate for the consumer under the applicable standard of care based on information known by the producer at the time the recommendation is made. Prior to making a recommendation, the producer must obtain relevant information from consumers regarding their insurance needs and financial objectives. When giving a recommendation you should also remind consumers to discuss their annuity purchase with their tax advisor or legal professional.

For additional information about Athene's standard of care policies, please see "Doing Business with Athene Producer Guide" (form [19608](#)).

Standard of Care Review Process:

The objective of Athene's Standards Review Team (SRT) is to review applications to ensure appropriate documentation exists to support the recommended sale. The Athene standard of care review process is designed for compliance with applicable regulations by documenting the producer's reasonable basis for making the recommendation. Please note that if needed, Athene may contact you during the standard of care review to request additional information and/or form corrections from either yourself and/or the consumer.

Consumer Acknowledgement:

Any changes in financial information, needs/objectives, reasons for purchasing the Athene annuity, replacement reasoning, etc. will require corrections to the Customer Identification and Suitability Confirmation Worksheet and/or the product comparison worksheet. Athene will require that the consumer correct the forms by either having corrections made to the forms with the consumers' initials and dates or by having the consumer call Athene and provide the changes over a recorded line (Florida requires all information to be corrected in writing, initialed and dated by the consumer). In addition, any changes to financial information will require a detailed explanation as to how and why the values are changing. Athene requires details as to what assets were initially included/not included and the value of each asset. This information can be provided by the producer or consumer only and can be taken either in writing or verbally to Athene over a recorded line. Additional information regarding changes to needs/objectives, reasons for purchasing the Athene annuity, replacement reasoning, etc. may require further explanation from the producer and/or the consumer.

Consumer Contact:

You and the consumer(s) should be aware that Athene may contact the consumer(s) by phone as part of our standard of care review. Athene routinely calls all consumers age 75 and above and all consumers applying for an internal replacement. Additionally, Athene reserves the right to contact any consumer directly as part of its standard of care review.

For additional information regarding consumer contact, please see [form 21841](#).



Standard of Care Guidelines for Producers - Suitability and Best Interest



Declines:

There are situations where Athene will decline to issue a contract because the recommendation does not comply with the applicable standard of care. Examples of those situations may include, but are not limited to:

- Annuities that are funded with funds from a reverse mortgage or mortgage related transaction.
- Replacements of an annuity with an Athene annuity where the net surrender loss, after any applicable Athene premium bonus, exceeds 2%. If replacing a variable annuity, Athene will consider any annual fees that the consumer may save as part of the replacement. Please remember Income Base Bonuses and Benefit Base Bonuses cannot be used to offset surrender loss.
- Replacements that would result in any net surrender loss, after any applicable Athene premium bonus, in **California and New York**.
- Athene does not accept any replacements that are still within the surrender charge schedule in **Minnesota**, including penalty free withdrawals/replacements.
- Replacements of an income rider product with an Athene income rider product where the income guaranteed by the Athene product is less than what the product being replaced would guarantee at the time the consumer(s) anticipates starting income.
- Replacement of an annuity with an income rider, or a two-tiered annuity that provides an income payout, with an Athene annuity that does not have an income rider without appropriate rationale and documentation.
- Replacements of annuities with high death benefit and/or death benefit rider values, including both lump sum and annuitized payouts.
 - » If the difference between the surrender value, after any applicable Athene premium bonus, and the death benefit value/death benefit rider value is higher than the guidelines below:
 - Consumer(s) Age 69 and under: difference of 10%;
 - Consumer(s) Age 70-74: difference of 5%; or
 - Consumer(s) Age 75 and above: difference of 3%
 - » For replacements where Athene will provide a higher guaranteed income payout, Athene will provide an income rider that is not currently available to the consumer or where a variable annuity is being replaced for principal protection, the difference between the surrender value, after any applicable Athene premium bonus, and the death benefit value/death benefit rider value is higher than the guidelines below:
 - Consumer(s) Age 69 and under: difference of 20%;
 - Consumer(s) Age 70-74: difference of 15%; or
 - Consumer(s) Age 75-79: difference of 10%; or
 - Consumer(s) Age 80 and above: difference of 3%
- Replacements of annuities with a 4% or higher guaranteed fixed rate or current fixed rate.
- The consumer needs/objectives indicated on the applicable Suitability and Best Interest Worksheet are not met by the product selected. A consumer's needs/objectives cannot be changed to fit the product being purchased. A new product would need to be solicited that would meet all the consumer's previously selected needs/objectives.
- The consumer has less than \$500 disposable monthly income **and** has less than twelve months of income covered by liquid assets.
- The consumer is currently unemployed and does not have a spouse (or domestic partner, if applicable under state law) with monthly income sufficient to cover all household monthly expenses, excluding any unemployment income.
- Insufficient Liquid Assets
 - » A consumer under the age of 59.5 that has less than three months of expenses covered by liquid assets.
 - Liquid assets cannot include any qualified assets.
 - Allowable liquid assets include checking/savings, stocks/bonds, non-qualified mutual funds, non-qualified certificates of deposit and non-qualified money markets.



Standard of Care Guidelines for Producers - Suitability and Best Interest



- » A consumer that is age 59.5 or above that has less than six months of expenses covered by liquid assets.
 - In addition to the allowed liquid assets listed above, consumers age 59.5 or above may include qualified assets, annuities out of the surrender period, free withdrawals and pension/401k funds (if the consumer is separated from service) as part of their liquid assets.
- » Athene does not allow the consumer's personal property to be included in their household liquid assets. Examples of personal property include: Guns, furniture, appliances, other household items, clothing, jewelry, etc. Other examples of items that cannot be considered as part of the consumer's liquid assets are: Health savings accounts (HSA), cash value of life insurance, home equity lines of credit (HELOC), lines of credit, funds from a reverse mortgage, equipment/tools/tractors/farm equipment, antiques, etc. If any of these items are used as part of the consumer's liquid assets, corrections will be required from the consumer and/or Athene may be unable to accept the application.
- Athene does not allow the consumer's primary residence/land, automobiles (including motorcycles, boats, ATVs, classics, vintage, etc.) or personal property to be included in their household net worth. Examples of personal property include: Guns, furniture, appliances, other household items, clothing, jewelry, etc. If any of these items are used as part of the consumer's net worth, corrections will be required from the consumer and/or Athene may be unable to accept the application.
- A lack of information to support the sales recommendation.
- Contact with the consumer(s) indicates:
 - » A general lack of awareness about the sales transaction including the benefits/features of the annuity and/or conditions, limitations, or restrictions on receiving funds from the Athene annuity.
 - » That their financial information, financial situation, future needs and/or objectives were not discussed with the writing producer prior to completing the application.
- Exceeding Athene's annuity premium to net worth guidelines:
 - » For consumers with a net worth of \$100,000 or under, Athene does not accept applications for consumers who currently have or would have higher than 50% of their net worth in annuities.
 - » For consumers with a net worth above \$100,000, Athene will potentially accept up to 70% of their net worth in annuities. Approval up to 75% is at the discretion of Athene and additional information may be required from the consumer and/or producer. Athene does not accept applications for consumers who currently have or would have higher than 75% of their net worth in annuities.
- Inconsistent information from the producer, consumer(s) and/or the documentation submitted.
- Replacement of an annuity issued within the previous 24 months, including penalty free withdrawals or if the annuity has not yet reached its first crediting anniversary, whichever is longer.
- Purchasing an Athene annuity in order to attempt to qualify for means-tested government benefits in **California**.
- An Athene annuity does not provide Long Term Care (LTC) insurance nor is it a substitute for such coverage. Therefore, an LTC benefit is not an acceptable reason to purchase an Athene annuity. Any reference to LTC will require producer and/or customer corrections to the Suitability/Best Interest Worksheet.
- FL specific guidelines
 - » Income does not cover all household living expenses including medical expenses.
 - » Household income is not sufficient to cover future changes in household living and/or out-of-pocket medical expenses during the surrender charge period.
 - » The consumer or the consumer's household does not have emergency funds for unexpected expenses.
 - » The consumer refused to provide or provided limited information at the time of solicitation.
 - » The annuity purchase is not based on the recommendation of the agent or the insurer.
- NY specific guidelines
 - » The consumer does not understand and/or does not accept that there are non-guaranteed elements in the annuity.
 - » The producer did not describe the limitations, if any, on the types of financial products they can offer before recommending the annuity.



Standard of Care Guidelines for Producers - Suitability and Best Interest



- » The producer did not determine, based on the customer's objectives, risk tolerance, financial circumstances and needs, that the purchase of a fixed annuity was in the customer's best interest.
- » In the producer's professional opinion, the annuity was not in the customer's best interest as compared to other annuity options.

Non-Resident Sales/Cross-Border Sales

The Athene standard of care review process also includes review of non-resident sales for compliance with state regulations. A "non-resident sale" (sometimes referred to as a "cross-border sale") occurs whenever a customer buys an annuity contract outside his or her state of residence. You and the consumer(s) should be aware that some states prohibit cross-border sales to residents of their states in general.

- It is Athene's interpretation that the following states do not permit sales of insurance products to their residents outside their state of residence: Arkansas, Massachusetts, Minnesota, Mississippi, New York, Utah, Washington, and Wisconsin. Athene does not allow for such sales and will decline any application for a cross-border sale to residents of these states. Note, non-resident prohibitions vary for Arkansas and Mississippi residents. Please review the Non-Resident Information Sheet ([form 16257](#)) for additional information on Athene's rules for these sales.

Even in cases in which the sale is appropriately in a state other than the applicant's residence state, the Non-resident Information Sheet is completed and an explanation for the non-resident sale is provided, Athene reserves the right to decline applications based on the information provided or other information known to the Company. State insurance departments closely examine transactions in which residents of their states are being sold insurance products outside their jurisdiction. The repercussions for producers and insurance companies can be severe, and may include the issuance of fines or penalties, remediation, or suspension of producer licenses.

Summary:

Athene's standard of care program is designed to benefit consumers and help producers meet and/or exceed regulatory requirements. It is required that every recommendation you make to purchase or exchange an Athene annuity product be appropriate for the consumer under the applicable standard of care. A decision to recommend an annuity should be based on a careful analysis of the information gathered from the consumer. By making sure consumers understand the features, benefits, risks, costs and fees associated with the annuity, you can help ensure consumer satisfaction and compliance with regulatory requirements.

Questions

The Athene Sales Desk is happy to discuss the appropriateness of a potential sale with you. While we cannot make a determination that a recommendation would satisfy the applicable standard of care over the phone, we can discuss the case and let you know of any questions or concerns we may have based on the information you share. Simply call the Sales Desk at 888-ANNUITY (266-8489) during normal business hours or visit [Athene Connect](#), our producer website.



Athene Life and Annuity Company
West Des Moines, IA 50266-3862

**Athene Annuity & Life Assurance
Company of New York**
Pearl River, NY 10965

Athene.com



New York Agents Regulation 194 Commission Disclosure



Mail or fax completed form to:

P.O. Box 1555, Des Moines, IA 50306-1555 Fax: 866 709 3922

Contact us:

Annuity Customer Contact Center - Tel: 888 266 8489

Athene Annuity and Life Company

7700 Mills Civic Parkway, West Des Moines, IA 50266-3862

Athene Annuity & Life Assurance Company of New York

Pearl River, NY 10965

This disclosure is required at the point of sale for all annuity applications. You must complete the form with your name and leave this form with the Purchaser.

The following must be disclosed to the purchaser either orally or in writing at or prior to the time of application for the annuity contract or insurance policy. If the disclosure is first given orally, it must be supplemented with a prominent written notice before or at the time the annuity contract or insurance policy is issued. It is not sufficient to give only a verbal disclosure.

Your producer is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.

If the purchaser makes a request for a detailed commission disclosure, the producer must provide a prominent written disclosure. Records of these requests must be retained by the Producer for three years.

To learn more about this New York regulation go to:
http://www.dfs.ny.gov/insurance/r_finala/2010/rf194txt.pdf

Insurance products are issued by Athene Annuity and Life Company in all states except New York and in New York by Athene Annuity & Life Assurance Company of New York. Product availability and features may vary. Products not available in all states.



Athene MaxRate[®] 7 Annuity Certificate of Disclosure and Acknowledgement



Individual Flexible Premium Deferred Annuity

Contract form: MYG NMV (09/15)

Athene Annuity & Life Assurance Company of New York

Home Office: Pearl River, NY 10965

Mailing Address: PO Box 1555, Des Moines, IA 50306-1555

Customer Contact Center Tel: 888-266-8489 Fax: 866-709-3922

Thank you for your interest in the Athene MaxRate annuity from Athene Annuity & Life Assurance Company of New York (the "Company"). It is important that you understand the benefits, features, and limitations of this annuity before making your purchasing decision. Please read the following information and sign the last page of this disclosure document to acknowledge your understanding of the annuity contract ("Contract") for which you are applying. This document is intended to provide you with a summary of the Contract, including benefits and limitations.

What is the Athene MaxRate annuity?

The Athene MaxRate is an Individual Flexible Premium Deferred Annuity which is primarily intended for customers seeking a long-term retirement savings vehicle.

What if I decide I do not want my annuity Contract after it is delivered?

After receipt of the annuity Contract, the Contract may be returned within the free look period for an unconditional refund of the amount paid for the Contract. The free look period is the amount of time you have to request a refund. The actual free look period is stated on the cover page of your Contract and is 20 days following its receipt, or 60 days in replacement situations.

How much interest will be credited to my Contract?

• Initial Premium

The Initial Premium received by the Company as of your Contract Date will be credited to the Multi-Year Fixed Strategy. The interest rate is guaranteed for the Term Period and is guaranteed to never be less than the Minimum Guaranteed Interest Rate. Interest is credited daily.

At the end of the Multi-Year Fixed Strategy Term Period, the Multi-Year Fixed Strategy Value will be transferred to the 1-Year Fixed Strategy. The 1-Year Fixed Strategy interest rate can change at each Contract Anniversary and is guaranteed to never be less than the Minimum Guaranteed Interest Rate. Interest is credited daily.

At the end of the Multi-Year Fixed Strategy Term Period, Withdrawal Charges will not apply to any Withdrawals.

• Additional Premium

Any premiums received by the Company after the Initial Premium are considered Additional Premium and must be received by the Company prior to the Annuity Date. Additional Premium will be credited to the 1-Year Fixed Strategy on the date it is received. Additional Premium cannot be allocated to the Multi-Year Fixed Strategy. The interest rate on Additional Premium can change at each Contract Anniversary and is guaranteed to never be less than the Minimum Guaranteed Interest Rate. Interest is credited daily. Additional Premium does not have its own Withdrawal Charge Schedule. Your annuity will have a Withdrawal Charge Schedule that begins on the Contract Date and does not restart, regardless of any Additional Premium added.

Do I have access to the value of my Contract before the Annuity Date?

Yes, the Athene MaxRate provides access to the value of your Contract in several different ways. However, any Contract values accessed during the Withdrawal Charge Period may also be subject to a Withdrawal Charge. Unless you request otherwise in writing, Withdrawals¹ from the Contract will be deducted first from the Strategy yielding the lowest interest rate, until exhausted, and then from the next available Strategy in which you have funds.

Withdrawal Charges will not apply to any Free Withdrawals, required minimum distributions, or any payments received under the Confinement and Terminal Illness Waivers. Taxable amounts withdrawn from your annuity prior to age 59 ½ may be subject to a 10% IRS penalty in addition to ordinary income tax. Please consult with a tax advisor prior to utilizing these provisions.

• Free Withdrawals

After the Contract date (when the annuity is issued) and during the Withdrawal Charge period, the Free Withdrawal Percentage is equal to the Multi-Year Fixed Strategy interest rate. The Free Withdrawal amount is equal to the

¹ Unless otherwise specified, Withdrawal means a withdrawal of any type taken under your Contract, including a surrender of your Contract.



Accumulated Value as of the Contract Anniversary on the first day of that Contract Year, multiplied by the Multi-Year Fixed Strategy interest rate. You may take a Withdrawal up to this amount each Contract Year without a Withdrawal Charge. If you withdraw less than the Free Withdrawal amount in any Contract Year, your Free Withdrawal amount in future Contract Years will not be increased.

- **Required minimum distribution**

If you purchase this annuity with "tax-qualified" money (like an IRA), tax law and IRS rules may require you to take "required minimum distributions" from your Contract each year. Any required minimum distributions taken from your Contract will not be subject to Withdrawal Charges. These amounts will be considered part of, and not in addition to, the Contract's Free Withdrawal amount.

- **Confinement Waiver**

After the first Contract Year, you may request a payment of up to 100% of the Contract's Accumulated Value, if the Annuitant is confined to a Qualified Care Facility for 60 consecutive days. To qualify, confinement in a Qualified Care Facility (see Definitions section for a complete description of the Qualified Care Facility) must begin at least one year after the Contract Date.

- **Terminal Illness Waiver**

After the first Contract Year, you may request a payment of up to 100% of the Contract's Accumulated Value, if the Annuitant is diagnosed with a terminal illness that is expected to result in death within one year. To qualify, the initial diagnosis of terminal illness must be made at least one year after the Contract Date.

What happens on the Contract's Annuity Date (when my annuity matures)?

On the Contract's Annuity Date, you will receive the entire value of your Contract in the form of annuity payments. There are a number of payout options from which to select. Regardless of the payout option selected, once the amount of the payments is determined, your payments are guaranteed and can never be changed. You should review the available payout options with your tax advisor to select the most appropriate one based on your financial situation. Under no circumstances will you be assessed a Withdrawal Charge on or after the Annuity Date.

If you do not select a payout option, the payout option will default to the contractually selected option, depending on whether you have a single Annuitant or Joint Annuitants.

What if I decide to surrender (cancel) my Contract?

If you decide to surrender your Contract, the Company will pay you the Contract's Cash Surrender Value. The Cash Surrender Value is equal to the Accumulated Value, less any applicable Withdrawal Charges.

What is a Withdrawal Charge?

A Withdrawal Charge is the cost you incur if the Contract is surrendered or if any amount withdrawn exceeds the Free Withdrawal amount during the Withdrawal Charge period. The Withdrawal Charge on these amounts is applied at the time of the surrender or withdrawal. Any amount withdrawn above the Free Withdrawal amount will be multiplied by the applicable percentages below, which determines the amount of the charge.

7 Year Withdrawal Charge Rate Schedule

Contract Year	1	2	3	4	5	6+	7+	8+
Percentage	10%	10%	10%	10%	10%	10%	10%	0%

In part, Withdrawal Charges allow the company to invest your money on a long-term basis and generally credit higher yields than possible with a similar annuity of shorter term

Are there any tax consequences if I take Withdrawals from my annuity?

Income tax on interest credited to an annuity is deferred until withdrawals are taken. When you surrender or take a Withdrawal from your Contract, you may be subject to federal and state income tax on a portion or the entire amount withdrawn. In addition to income tax, you may be subject to a 10% federal penalty tax if you surrender or take Withdrawals from your annuity before age 59 ½. When annuity payments are elected, a portion of each payment will be taxable and a portion will be treated as a non-taxable return of the Contract's cost basis. Distributions from a qualified annuity (e.g. IRA or 401(k)) may also be taxable. You should consult with a tax advisor or attorney regarding the applicability of this information to your own situation.



What happens if the Owner or Annuitant dies while the Contract is in force?

If the Contract has value at the time of the death of the Owner (or, if the Owner is a non-natural person, any Annuitant), the Company will pay a Death Benefit to the named Beneficiary. The Death Benefit will be equal to the Accumulated Value as of the date of death plus interest computed daily at the rate of interest then paid by Us on proceeds left on deposit from the date of death to the date of payment.

The Beneficiary is named by the Owner at the time of application and may be changed thereafter by Notifying Us in writing of any change to the designation. The Beneficiary will receive any Death Benefit payable.

The Death Benefit will not be subject to a Withdrawal Charge.

If an Owner dies (or an Annuitant dies, where the Owner is a non-natural person) on or after the Annuity Date and before the entire interest in this Contract has been distributed, any remaining interest in this Contract will be distributed under the method of distribution being used on the date of death.

How is the insurance producer compensated?

The insurance producer earns a commission from the Company for each Contract sold. The commission will be paid by the

Company and will not be deducted from the premium paid for the Contract. Insurance producers may receive additional compensation from the Company as a reward for achieving certain sales volume levels. In addition to commissions, the Company may provide for education, training or other services at no cost to the insurance producer. Commissions and other compensation items impact contract pricing (including interest rates) and may place limitations on access to your funds (such as Withdrawal Charges).

Other Important Information about Your Annuity

- This annuity is not a bank or credit union deposit, obligation, or guarantee.
- This annuity may lose value.
- This annuity is not FDIC or NCUA/NCUSIF insured.
- This annuity is not insured by any federal government agency.
- The guarantees provided by annuities are subject to the financial strength and claims paying ability of Athene Annuity & Life Assurance Company of New York.
- The guarantees provided by annuities are subject to investment risks, including interest-rate risk.
- If this annuity is being purchased to replace an existing life insurance policy or annuity contract, you should compare the two products carefully. You should consider any withdrawal charges and/or market value adjustments that may be incurred on the surrender of the existing policy or contract.
- Under current tax law, the Internal Revenue Code already provides tax deferral to qualified money, so there is no additional tax benefit obtained by funding a qualified contract, such as an IRA, with an annuity. Consider the other benefits provided by an annuity, such as lifetime income and a death benefit.
- Tax-deferral may not be available if the owner of the annuity is not a natural person such as a corporation or certain types of trusts.
- It is within the Company's sole discretion to set the interest rates for this annuity, subject to any minimum or maximum guarantees contained in the Contract.
- Withdrawals in excess of the Contract's Free Withdrawal amount may be subject to Withdrawal Charges.
- The Company's insurance producer may not make any statements that differ from what is stated in this disclosure form or the Athene MaxRate brochure. No promises or assurances have been made about the future value of any non-guaranteed elements of the annuity.



Definitions:

Accumulated Value - The Accumulated Value is equal to the sum of the Multi-Year Fixed Strategy Value and the 1-Year Strategy Value, if applicable.

Annuitant - The Annuitant is the natural person named on the application and is the person whose life determines the annuity payments made at the Annuity Date.

Annuity Date - The Annuity Date is the date on which annuity payments will begin.

Maximum Annuity Date - The Maximum Annuity Date is the date shown on the Contract Data page and is the Contract Anniversary on or first following the later of the Annuitant's age 95, or the 10th Contract Anniversary.

Multi-Year Fixed Strategy Value - The Multi-Year Fixed Strategy Value is equal to your Initial Premium, plus the amount of Interest Credits earned, less Withdrawals from the strategy.

1-Year Fixed Strategy Value - The 1-Year Fixed Strategy Value is equal to any Additional Premium, plus any amount transferred from the Multi-Year Fixed Strategy at the end of the Multi-Year Fixed Strategy Term Period, plus the amount of Interest Credits credited to this strategy, less any Withdrawals from the Strategy.

Qualified Care Facility - Qualified Care Facility means a Convalescent Care Facility, Hospice Facility or Hospital as described below:

- Convalescent Care Facility means an institution which: (i) is licensed by the State as a convalescent nursing facility, a qualified nursing facility, a convalescent hospital, a convalescent unit of a Hospital, an intermediate care facility, or a custodial care facility; and (ii) is primarily engaged in providing, in addition to room and board accommodations, continuous nursing service by or under the supervision of a Physician or a licensed registered nurse (R.N.); and (iii) maintains a daily record of each patient which is available for our review; and (iv) administers a planned program of observation and treatment by a Physician which is in accordance with existing standards of medical practice for the confinement. Convalescent Care Facility does not mean a facility or any part of a facility used primarily for: rest care, training or education, or the treatment of alcoholism or chemical dependency.
- Hospice Facility means an institution which provides a formal program of care for terminally ill patients whose life expectancy is less than 6 months, provided on an inpatient basis and directed by a Physician. It must be licensed, certified or registered in accordance with State law.
- Hospital means an institution which: (i) is licensed as a hospital and operated pursuant to law; and (ii) is primarily engaged in providing or operating (either on its premises or in facilities available to the hospital on a prearranged contractual basis and under the supervision of a staff of one or more duly licensed Physicians) diagnostic and surgery facilities for the medical care and treatment of injured and sick persons on an inpatient basis for which a charge is made; and (iii) provides 24-hour nursing service by or under the supervision of a licensed registered nurse (R.N.). Hospital does not mean a facility or any part of a facility used primarily for: rest care, training or education, or the treatment of alcoholism or chemical dependency.



TERMS OF YOUR ANNUITY CONTRACT

- **Minimum Guaranteed Interest Rate:** For the Multi-Year Fixed Strategy, the interest rate is set at issue and cannot change during the term. For the 1-Year Fixed Strategy, the interest rate can change each Contract Year and is guaranteed never to be less than the Minimum Guaranteed Interest Rate shown in your Contract. Please refer to the Certificate of Disclosure Rate Insert for the current Minimum Guaranteed Interest Rate.
- **Withdrawal Charge:** Your annuity is subject to a Withdrawal (or "surrender") Charge during the period in the Withdrawal Charge Rate Schedule. A Withdrawal Charge is the cost you incur on an amount surrendered or withdrawn that exceeds the Free Withdrawal amount available under your annuity Contract. The Withdrawal Charge is described in your annuity Contract and summarized above under the heading "What if I decide to surrender (cancel) my Contract?" The Withdrawal Charge is applied at the time of the surrender or withdrawal and is calculated by multiplying the applicable percentage shown in the table in the Withdrawal Charge section by the amount withdrawn in excess of the Free Withdrawal amount.

Applicant Acknowledgement

By signing below, I acknowledge that I have read, or have been read, this disclosure form and understand its contents. I have also received and reviewed the information contained in the Buyer's Guide. I further understand that I have applied for an Individual Flexible Premium Deferred Annuity. I have discussed my financial status, tax status, current insurance products and investments (including my financial objectives) with my agent.

Owner(s)/Applicant(s) Name (Please print)_____

Owner(s)/Applicant(s) Signature(s)_____

Phone #_____ Date_____

Joint Owner(s)/Applicant(s) Name (Please print)_____

Joint Owner(s)/Applicant(s) Signature(s)_____

Phone #_____ Date_____

Producer Confirmation

By signing below, I certify that I have reviewed this disclosure form with the applicant. I certify that a copy of this disclosure form, the Buyer's Guide, as well as any advertisements, all of which were approved by the Company, used in connection with the sale of this annuity, have been provided to the applicant. I have not made any statements that differ from what is stated in this disclosure form and no promises or assurances have been made about the future value of any non-guaranteed elements of the annuity.

Producer Name (Please print)_____ Producer Number_____

Producer Signature_____ Date_____



ATHENE ANNUITY & LIFE ASSURANCE COMPANY OF NEW YORK

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 NO. 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, OR 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.

ATHENE ANNUITY & LIFE ASSURANCE COMPANY OF NEW YORK

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.

Date (mm/dd/yyyy) / /	Signature of Applicant: X
Date (mm/dd/yyyy) / /	Signature of Applicant: X



ATHENE ANNUITY & LIFE ASSURANCE COMPANY OF NEW YORK

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 A COMPLETED DISCLOSURE STATEMENT AND 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 (mm/dd/yyyy) / /	Signature of Applicant: X
Date (mm/dd/yyyy) / /	Signature of Applicant: X

TO THE BEST OF MY KNOWLEDGE, A REPLACEMENT IS INVOLVED IN THIS TRANSACTION:

YES NO

Date (mm/dd/yyyy) / /	Signature of Agent or Broker: X
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Authorization to Obtain Disclosure Information



Mail or fax completed form to:

Mailing Address: P.O. Box 1555, Des Moines, IA 50306-1555
 Overnight Address: 7700 Mills Civic Parkway, West Des Moines, IA 50266-3862
 Fax: 866-709-3922

Athene Annuity & Life Assurance Company of New York

1 Blue Hill Plz, Ste 1672, Pearl River, NY 10965

Contact us:

Customer Contact Center - Tel: 888-266-8489

1. REPLACED COMPANY INFORMATION

Company Name:	Telephone Number:	Fax Number:	
Street Address:	City:	State:	Zip:
Name of Contact:	Telephone/Extension Number		

List Policy/Contract Number(s): _____

2. AUTHORIZATION AND REQUEST FOR DISCLOSURE

By signing this form, I authorize the undersigned agent and Athene Annuity & Life Assurance Company of New York to obtain account information from my current insurer related to my existing life insurance or annuity contract.

I am considering replacement of this contract with: Fixed Annuity

Insured/Annuitant Name:	Date of Birth:	Social Security Number (Optional):	
Print Owner Name:	Telephone Number:		
Address:	City:	State:	Zip:
Print Joint Owner Name:	Telephone Number:	Date of Birth:	Social Security Number
Address:	City:	State:	Zip:
Owner Signature:	Date:	Joint Owner Signature:	Date:
To the best of my knowledge, all policies being replaced have been disclosed. Agent Signature:			Date:

3. REPLACEMENT INFORMATION

Replacing Agent Name:	Agent Number:		
Address:	City:	State:	Zip:
Telephone Number:	Fax Number:		

4. PROPOSED ATHENE ANNUITY & LIFE ASSURANCE COMPANY OF NEW YORK PRODUCT

Product Name and Policy Number (if available):
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Product Comparison Worksheet

Please complete a form for each life insurance policy or annuity contract being replaced.

Do not leave any blanks. Any missing, incomplete or incorrect information will require the owner to initial and date corrections or verbally acknowledge prior to Athene completing its review of the proposed replacement.

COMPLETE THIS SECTION FOR ALL REPLACEMENTS

1. Owner Name		
PRODUCT SPECS AND FEATURES	REPLACED CONTRACT	PROPOSED CONTRACT Athene MaxRate SM
2. Company Name		
Athene Annuity & Life Assurance Company of New York		
3. Type of Contract <i>Check one</i> • If Life Insurance is selected, question 22 is required	<input type="checkbox"/> Fixed Indexed Annuity <input type="checkbox"/> Life Insurance <input type="checkbox"/> Fixed Annuity <input type="checkbox"/> Registered Index-Linked Annuity <input type="checkbox"/> Variable Annuity	Fixed Annuity
4. Replacement Type <i>Please check all that apply</i>	<input type="checkbox"/> Full Replacement <input type="checkbox"/> Partial Replacement <input type="checkbox"/> Penalty Free Replacement	
5. Contract Number		
6. Issue Date MM/DD/YYYY		
7. Initial Premium		
	\$	\$
8. Accumulated Value		
	\$	
9. Surrender Value <i>Including +/- Market Value Adjustment, Premium Bonus Recapture and/or any other costs or fees associated with the replacement. If the Surrender Value is greater than the Accumulated Value, please provide a copy of the most recent statement showing these values.</i>	\$	
10. Number of years remaining in Surrender Term		
		Athene MaxRate SM 3 - 3 years Athene MaxRate SM 5 - 5 years Athene MaxRate SM 7 - 7 years
11. Free Withdrawal Percentage		
		Percentage equal to the MultiYear Fixed Strategy interest rate available each Contract Year %
12. Lump Sum Death Benefit Value		
	\$	
13. Annuitized Death Benefit Value <i>Need both value and years. If not applicable, please mark N/A</i>		
	\$	Years <input type="checkbox"/> N/A



PRODUCT SPECS AND FEATURES	REPLACED CONTRACT	PROPOSED CONTRACT Athene MaxRate SM
14. Lump Sum Death Benefit Rider Value <i>If not applicable, please mark N/A</i>	\$ <input type="checkbox"/> N/A	
15. Annuitized Death Benefit Rider Value <i>Need both value and years. If not applicable, please mark N/A</i>	\$ Years <input type="checkbox"/> N/A	
16. Is the producer who solicited the new Athene contract the same producer who solicited the contract or policy being replaced?	<input type="checkbox"/> Yes <input type="checkbox"/> No	
17. Will any portion of an income rider on the annuity being replaced be forfeited as part of the replacement?	<input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, please complete questions 18 and 19</i>	
18. Income Rider Value	\$	
19. Please describe, in detail, what has changed since your current annuity with an income rider was purchased such that the income provided by it is no longer needed.		
20. Current Fixed Rate <i>If replacing a variable annuity or registered index-linked annuity that does not have a fixed rate, select N/A.</i> <i>If replacing a fixed indexed annuity that does not have a fixed rate, select N/A and provide the most recent statement or renewal letter showing no fixed option is available.</i>	<input type="checkbox"/> N/A %	
21. Total annual fees/charges <i>If the contract being replaced does not have any fees or charges, select N/A.</i>	<input type="checkbox"/> N/A %	

22. COMPLETE THIS SECTION IF REPLACING A LIFE INSURANCE POLICY

Please describe, in detail, what has changed since your life insurance policy was purchased so that you no longer need or want the death benefit provided by such policy.	
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Things to consider before replacing your contract:

- You may not be able to overcome any surrender charge incurred due to the replacement of your existing contract.
- Once the existing contract is replaced, you may not be able to reinstate that contract and may lose existing benefits, such as a death, living, or other contractual benefits.
- The annuity you are applying for will have a withdrawal charge on any withdrawals over the free withdrawal amount provided in the contract during the withdrawal charge period.

I have reviewed and compared the contract provisions of the existing life insurance or annuity contract to the annuity contract I am applying for and believe this is appropriate for me according to my current insurance needs and financial objectives.

Owner Signature	Date (mm/dd/yyyy)
Joint Owner Signature	Date (mm/dd/yyyy)

PRODUCER’S CONFIRMATION

I believe that the owner would benefit from the following policy enhancements or benefits that are not available under the existing contract: _____

To the best of your knowledge, has the owner replaced another contract within the last 36 months? Yes No

I attest to the following. In considering whether to recommend that the owner replace their existing policy with the recommended policy, I have taken the following potentially unfavorable factors into account, namely, to the extent applicable, any surrender charges, increased premium or fees, decreased death benefit or income amount, new surrender charge period, loss of existing benefits, tax implications due to surrender or borrowing from the contract, investment advisory fees, premium loads or charges for riders and product enhancements. Despite these potentially unfavorable factors, I believe that the owner would benefit from the policy enhancements or benefits listed above that are not available under the existing contract.

Producer Signature	Date (mm/dd/yyyy)
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Athene MaxRate®
Certificate of Disclosure Rate Insert



Contact us:

Customer Contact Center - Tel: 888-266-8489

Athene Annuity & Life Assurance Company of New York

PO Box 1555, Des Moines, IA 50306-1555

This insert must be presented with the Athene MaxRate® Certificate of Disclosure.

Athene MaxRate® Minimum Guaranteed Interest Rate - Effective October 1, 2023

	Athene MaxRate® Series
Minimum Guaranteed Interest Rate	3.00%

The Minimum Guaranteed Interest Rate is subject to change each quarter and the rate in your annuity contract may be different than the rate listed above. Once received, please refer to your annuity contract and correspondence with it to confirm the rate that will apply.

Athene MaxRate Series MYG NMV (09/15) or state variations are issued by Athene Annuity & Life Assurance Company of New York. Product features, limitations and availability vary; see the Certificate of Disclosure for details. Products not available in all states.

This annuity contains features, exclusions, and limitations that vary by state. For a full explanation of this annuity, please refer to the Certificate of Disclosure, including definition of terms that are capitalized in this insert, and contact your insurance professional or the company for costs and complete details.

ATHENE MaxRate IS A PRODUCT OF THE INSURANCE INDUSTRY AND NOT GUARANTEED BY ANY BANK NOR INSURED BY FDIC OR NCUA/NCUSIP. MAY LOSE VALUE. NO BANK/CREDIT UNION GUARANTEE. NOT A DEPOSIT. NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY. MAY ONLY BE OFFERED BY A LICENSED INSURANCE AGENT.

This material is provided by Athene Annuity & Life Assurance Company of New York, which issues the product described herein.



PTE 84-24 Disclosure and Acknowledgment Individual Retirement Annuity



Contact us:

Annuity Customer Contact Center - Tel: 888-266-8489

Athene Annuity and Life Company

7700 Mills Civic Parkway, West Des Moines, IA 50266-3862

Athene Annuity & Life Assurance Company of New York

Pearl River, NY 10965

You will be purchasing your annuity contract through an independent producer. This producer can recommend annuity contracts that are issued by Athene Annuity and Life Company or Athene Annuity & Life Assurance Company of New York ("Athene") or by other insurance companies not affiliated with Athene. This form provides important information you should know before making a purchase of, or payment to, an annuity contract issued by Athene. This Transaction Disclosure and Acknowledgment Form ("Form") applies to certain IRA rollover transactions.

Important Note: Pursuant to applicable federal guidelines, a fiduciary relationship may arise between you and your producer during the course of this transaction depending upon the specific facts and circumstances related to the recommendation. A fiduciary relationship is not established between you and Athene when Athene issues the policy or contract recommended to you by your independent producer. This Form's intended use is to inform you of potential commissions and fees that may arise under this transaction.

Producer Instructions: A copy of this worksheet and related disclosures shall be kept in your personal files for each client, including those that do not accept your recommendation. This Form must be maintained and producible for at least a period of six (6) years.

COMMISSIONS

The producer earns a commission from the Company for each contract sold. Your initial premium, though used to calculate the amount of commissions due, is not reduced by such commissions paid.

For some contracts, the producer chooses to receive a single commission, payable at issue, which is calculated as a percentage of the premium payment. For other contracts, the producer may choose an initial commission upon the sale calculated as a smaller percentage of the premium, followed by ongoing periodic trail commission payments calculated as a percentage of the contract value.

The chart below identifies the commission rate the Company pays to the producer(s) with respect to your contract, including any ongoing periodic trail commission commission. **The chart must be completed by the producer for your approval. The chart must be specific, and not include a range or general statement.**

_____ % of Premium Payment up front; and/or
_____ % of contract value payable (check one) <input type="checkbox"/> monthly / <input type="checkbox"/> quarterly / <input type="checkbox"/> annually each year the annuity contract is in force. (write 0, N/A or leave blank if no ongoing periodic trail commission)

SURRENDER CHARGES

A description of the charges, fees, discounts, penalties or other adjustments that could be applicable to your annuity contract is provided in the certificate of disclosure signed by you at the time of sale. If you choose to withdraw any amount from your annuity contract or terminate your annuity contract, you will generally pay a surrender charge.

ACKNOWLEDGMENT / APPROVAL:

I acknowledge receipt of the disclosure information and I approve the purchase of the annuity contract for funding contributions to the IRA, including compensation and other fees under the contract. I understand and agree that this disclosure Form is not a contract and it does not create any enforceable obligations between you and your producer, Athene, or any other party.

Signature of IRA Owner X	Date (mm/dd/yyyy) / /
Signature of Producer X	Date (mm/dd/yyyy) / /



Name of Receiving Company

Athene Annuity & Life Assurance Company of New York

Business Address Pearl River, NY 10965	Mailing Address P.O. Box 1555 Des Moines, IA 50306-1555	Overnight Address 7700 Mills Civic Parkway West Des Moines, IA 50266-3862
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This form can be used to accomplish a **FULL** or a **PARTIAL Exchange** of policies pursuant to Internal Revenue Code (IRC) Section 1035. This form can also be used for **Transfers of Funds and Direct Rollovers**. Complete the requested information concerning the existing policy and contract, check the appropriate boxes, and date and sign this form. Refer to the application, and if applicable, prospectus and any state required forms for additional important disclosures and information. Check with both the receiving and surrendering company for form requirements specific to the transaction that is being initiated.

If you are considering a replacement you have the right to receive information regarding your existing policy or contract values including, if available, an in force illustration, policy summary, premium payment amounts or the product prospectus. If the information is requested your existing company will return the requested information to you within five business days. Contact your existing carrier for additional information.

Complete one form for each surrendering company and contract. Please apply funds to:

New / Existing Contract Number: _____

Without this contract number, the funds will be applied to a new contract.

The receiving company may not accept the exchange / rollover / transfer if the funds do not meet its minimum premium requirements.

1. SURRENDERING COMPANY POLICY / ACCOUNT / CONTRACT INFORMATION

Surrendering Company Name (Complete one form for each surrendering company)	Surrendering Company Account / Policy / Contract Number
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Street Address Line 1	Address Line 2			
City	State	Zip	Phone Number ()	Ext Fax Number

<input type="checkbox"/> Life Insurance <input type="checkbox"/> Annuity Contract	Estimated Amount of Transfer \$
<input type="checkbox"/> Other:	

Owner / Entity Name

First	Middle	Last	Social Security Number / Tax ID #
-------	--------	------	-----------------------------------

Joint Owner Name - Please confirm the availability of these options with the Receiving Company

First	Middle	Last	Social Security Number
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Insured / Annuitant Name - if other than owner (applies to Life & Annuity products only)

First	Middle	Last	Social Security Number
-------	--------	------	------------------------

Joint Insured / Annuitant Name - Please confirm the availability of these options with the Receiving Company

First	Middle	Last	Social Security Number
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Contingent Annuitant Name - Please confirm the availability of these options with the Receiving Company

First	Middle	Last	Social Security Number
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2A. NON-QUALIFIED 1035 EXCHANGE SURRENDERING INSTRUCTIONS

Please confirm the availability of these options with both the surrendering and receiving company. Not all receiving companies provide life insurance products.

Full Exchange

If purchasing a Life Insurance policy, select any of the following that apply:

- Loan Carry Forward (Not available for annuities) Specify Loan Amount: \$ _____ See Page 3, Section 4 V.
- Modified Endowment Contract (MEC)

Partial Exchange (Applicable to Annuity Contracts Only)

I wish to request a partial 1035 Exchange from the aforementioned annuity contract in the amount of:

- \$ _____ or _____ %
- Penalty Free Amount

(This amount is subject to change based on the product provisions. Please check with the surrendering company to verify the amount)

2B. NON-QUALIFIED TRANSFER OF FUNDS (NON 1035 EXCHANGE)

- Mutual Fund Shares Brokerage Account Other: _____
- Certificate of Deposit (CD) Money Market Account

Investment Description: _____

I wish to liquidate and transfer:

- Entire Value or Partial Value, in the amount of: \$ _____ or _____ % of the above referenced account directly to the receiving company. Specify funds to liquidate. Fund / Account Number: _____

2C. TAX-QUALIFIED RETIREMENT ACCOUNTS / CONTRACTS REQUEST FOR DIRECT ROLLOVER / TRANSFER:

Please confirm the availability of these options with the receiving company.

I. Transferred from:

- Traditional IRA SEP- IRA SIMPLE IRA Roth IRA* *
- Beneficial IRA Specify Type: _____
- Pension Plan 401(a) 401(k) 401(k) Designated Roth Account
- 457(b) Plan TSA/403(b) * Other: _____

* * Roth IRA funds can be transferred only to another Roth IRA.

* All existing TSA loans must be reconciled with your current carrier prior to the transfer.

Please confirm that the receiving company will accept a transfer / exchange of funds into a TSA/403(b).

If the receiving company will process a transfer / exchange of funds into a TSA/403(b), the TSA/403(b) owner / participant's employer or employer's third-party administrator must authorize and sign this transfer request in Section 6.

Authorization for a TSA/403(b) transfer / exchange to a TSA/403(b):

This request is for the direct transfer / exchange of non-ERISA funds from the TSA/403(b) (annuity contract) or 403(b)(7) (custodial account) identified in Section 1 of this form to a TSA/403(b) (annuity contract) established on my behalf by the receiving company. I hereby agree to surrender my interest as indicated above and authorize the receiving company to take whatever action necessary to effect this transfer / exchange. I acknowledge that the transferred / exchanged funds shall be subject to the more stringent restrictions on distributions found in either the predecessor annuity contract or the receiving annuity contract. I intend this transaction to be a 403(b) transfer / exchange of funds pursuant to IRC section 403(b) and the final regulations. The transfer / exchange is to be executed from financial institution to financial institution in such a manner that it will not place me in actual or constructive receipt of all or any part of the transferred / exchanged funds. Because this transaction constitutes a direct rollover / transfer / exchange of funds and not a distribution, withholding does not apply. (Provide the receiving company with any records or documents they may request with respect to this transfer / exchange.)

II. Complete for all Transfers:

Note: Employer / Third Party Administrator must acknowledge by signing in Section 6.

I wish to liquidate and transfer from my present qualified account to the contract / policy I have established through the receiving company:

- Entire Value or Partial Value, in the amount of: \$ _____ or _____ % , or
- Penalty Free Amount (This amount is subject to change based on the product provisions. Please check with the surrendering company to verify the amount)

3. SPECIAL INSTRUCTIONS FOR LIQUIDATING EXISTING CONTRACT OR ACCOUNT

By executing this form, I authorize the full or partial liquidation of my existing contract or account in accordance with the sections completed above. I understand that fees and charges may apply if the transfer is processed before the maturity date. I hereby instruct the parties to process that liquidation:

- As soon as possible after receipt of all necessary forms At Maturity Date: _____
- On a specific date: _____

I / We also understand it is my / our responsibility to confirm with the surrendering company their processing guidelines to selecting a specific transfer date.



4. DISCLOSURES / ACKNOWLEDGEMENTS

- I. I fully assign and transfer all claims, options, privileges, rights, title and interest to either all of the life insurance policy, all of the annuity contract or part of the annuity contract value identified in the Contract Information section on page 1 to the receiving company. The sole purpose of this assignment is to effect a tax-free exchange under Section 1035(a) of the Internal Revenue Code. All of the powers, elections, appointments, options and rights I have as owner of the contract, including the right to surrender, are now exercisable by the receiving company. Simultaneous with a full assignment, I also revoke all existing beneficiary designations under the Assigned Policy. Other than the above mentioned owner, no person, firm, or corporation other than myself and the insurer that issued the above numbered policy, has an interest in said policy. No proceedings in insolvency or bankruptcy have been instituted by or against me. I understand that the receiving company intends to surrender the contract for the cash value; or if this is a partial exchange, the portion assigned, subject to its terms and conditions, and to use the proceeds as the purchase payment for the new contract to be issued by the receiving company. I authorize the surrendering company to send the proceeds directly to the receiving company and understand that fees and surrender charges may apply. This exchange is subject to acceptance by the receiving company. Neither the receiving company nor the surrendering company is liable or responsible for changes in market value that may occur after the surrendering company has processed the transaction and before the proceeds are received by the receiving company in good order and allocated to the new contract. Prior to the date of receipt of the proceeds by the receiving company, no value will accrue or be earned on the receiving company contract.
- II. If this is a partial exchange, I understand that it is subject to Revenue Ruling 2003-76, which dictates how much of the original contract's cost basis must be allocated to the new contract. The cost basis should be allocated ratably between the two contracts based on the percentage of the value retained in the original contract and the percentage of the value transferred to the new contract. For example, if the contract value is \$100,000 and basis is \$50,000, and I assign 30% for a partial exchange, then \$15,000 (30% of \$50,000) of the basis would be applied to the new contract. I understand that the IRS has raised concerns about annuity contract owners using partial exchanges to avoid income tax, and I certify that I am not entering into this transaction for the purpose of reducing or avoiding income tax or the 10% penalty tax for early withdrawals.
- I expressly represent that the sole purpose is to affect a partial 1035 exchange of an annuity contract. However, I acknowledge that Revenue Procedure 2011-38 states that withdrawals from annuitization, taxable owner or annuitant changes, or surrenders, other than an amount received as an annuity for a period of 10 years or more or during one or more lives, of either the original contract or the new contract during the 180 day period following the partial exchange, may affect the tax free status of the partial exchange.
- Note: Other exceptions may apply and a subsequent direct transfer of all or a portion of either contract involved in the exchange could have tax and tax reporting consequences. Please consult your tax advisor. Please confirm with the carrier if they will support partial 1035 exchanges.
- I acknowledge that the receiving company has made no representations concerning any tax treatment of this transaction. I understand that the receiving company has neither responsibility nor liability for the validity of this transaction or for my treatment under Section 1035(a) of the Internal Revenue Code or otherwise. Therefore, I agree to release and hold harmless the receiving company and its agents from any and all liability arising from, relating to, or in connection with, the taxation of a partial exchange of the above listed contract. I authorize the receiving company and the surrendering institution to share information necessary to maintain accurate records of the annuity cost basis and to ensure proper withholding and tax reporting. I have been directed to consult my tax or legal advisor before proceeding.
- III. I authorize the receiving company to rely upon the cost basis information provided by the surrendering company, but agree that the receiving company will assume no responsibility for determining or verifying cost basis. If cost basis is not provided, I acknowledge that more restrictive or less beneficial tax rules may apply to the amounts transferred. I acknowledge that the receiving company provides this form and participates in this transaction as an accommodation to me. The receiving company does not give tax or legal advice on the tax consequences for replacing one contract for another, and assumes no responsibility or liability for the validity of this assignment or for the tax treatment of this exchange under IRC Section 1035(a) or other laws or regulations.
- IV. I agree that if the receiving company, in its sole discretion, determines that it is unlikely to receive timely payment of the full contract cash surrender values, the receiving company may reassign ownership of the policy/contract back to me.
- V. **LOAN CARRY FORWARD - IF THE BOX IN SECTION 2A. IS NOT CHECKED, THE RECEIVING COMPANY WILL ASSUME THAT THE LOAN(S) IS/ARE NOT TO BE CARRIED FORWARD.** If this box is checked, I request that the policy to be issued by the receiving company be subject to indebtedness equal to the loan on the existing policy. I acknowledge that when issued, the provisions of the receiving company policy will apply to the indebtedness and that the benefits and values of that policy will be reduced accordingly for the amount loaned and interest. I understand that the receiving company may not process this request prior to issuing a policy under the following conditions: Surrender value is insufficient as determined by the receiving company policy's specifications or the existing insurer does not provide confirmation of cost basis with acknowledgement of loan carried forward.
- VI. **RETURN OF LIFE INSURANCE POLICY OR ANNUITY CONTRACT - Does not apply to partial 1035 exchanges on annuity contracts.** Unless the surrendering company's policy or contract is attached, I affirm that the policy or contract has been destroyed or lost and that reasonable effort has been made to locate it. To the best of my knowledge no one else has any right, title or interest in the contract, nor has it been assigned, pledged or encumbered, unless this is a life insurance policy with a loan to carry forward.
- VII. **MAXIMUM ISSUE AGE DISCLOSURE - An annuity contract may not be issued should the funding requirements be received after reaching maximum issue age for the annuity contract applied for.** If the funds are received after the maximum issue age, the contract may be rejected and the funds returned to their original source. The surrendering company may or may not take the funds back, which could result in a taxable event.
- VIII. **NON-QUALIFIED TRANSFER OF FUNDS (NON 1035 EXCHANGE) - The receiving company will apply all such funds received to an annuity contract issued to me.** I understand that the receiving company assumes no responsibility for tax treatment of this matter and I shall be responsible for payment of all federal, state and local taxes incurred with respect to the liquidation of such account. I acknowledge that the earnings credited under the annuity contract will begin to accrue when the receiving company receives these proceeds and all other necessary paperwork in good order. For index annuities, fixed account interest under the annuity contract will begin to accrue on the next Issue Day.
- IX. The IRS has provided limited guidance on the tax consequences of transferring a life insurance policy with values less than the investment in the contract to a new or existing annuity contract. If the owner surrenders the newly acquired annuity contract, it's not clear whether the annuity losses are fully deductible against ordinary income or deductible as a miscellaneous deduction subject to a limitation of 2% of adjusted gross income (AGI). If the IRS views the two transactions as a single integrated transaction, they could consider it a step transaction and successfully disallow the losses as a tax deduction.



5. TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

Under penalties of perjury, I certify that:

- 1. The number on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. person (including a U.S. resident alien).
 - Check this box if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.
- 4. I am exempt from Foreign Account Tax Compliance Act (FATCA) reporting.

6. SIGNATURES

This transfer request also authorizes the receiving and surrendering company to request information on the status of this transfer or exchange by phone or in writing. By signing below, I represent that the responses herein are, to the best of my knowledge, accurate and I have read the DISCLOSURES / ACKNOWLEDGMENTS section on page 3 the ACORD 1035 Exchange / Rollover / Transfer Form.

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

Signature Guarantee (if applicable)		
	Signature of Owner / Plan Administrator / Trustee / Custodian	Date (mm/dd/yyyy)
	Signature of Joint Owner / Co-Trustee	Date (mm/dd/yyyy)
	Signature of Insured / Annuitant (if applicable)	Date (mm/dd/yyyy)
	Signature of Spouse (Required in AZ, CA, ID, LA, NV, NM, TX, WA and WI only)	Date (mm/dd/yyyy)
	Signature of Irrevocable Beneficiary (if applicable)	Date (mm/dd/yyyy)

FOR TSA/403(b) TO TSA/403(b) TRANSFERS/EXCHANGES ONLY - EMPLOYER/THIRD PARTY ADMINISTRATOR SIGNATURE

By signing below, I am acknowledging that I have reviewed this direct transfer / rollover / exchange request and that it is authorized and approved under the employer's 403(b) plan under IRC section 403(b) and the final regulations.

- a) I am authorizing this transfer / rollover request.
- b) I am confirming that there is an information sharing agreement in place with the receiving company under the IRC section 403(b) regulations.
- c) All information provided on this form is accurate.

Print Name of Employer or Third Party Administrator	Title of Employer or Third Party Administrator
Signature of Employer or Third Party Administrator	Date (mm/dd/yyyy)

7. ACCEPTANCE OF 1035 EXCHANGE / TRUSTEE TRANSFER / DIRECT ROLLOVER For the receiving company's use only

- Full 1035 Exchange Partial 1035 Exchange

By signature of an authorized officer below, the receiving company accepts assignment of all (or a portion of the assets if this is a partial exchange) to the above contract for purposes of complying with the client's intention of effecting a nontaxable exchange under IRC Section 1035. Please issue a payment payable to the receiving company, the owner of the contract, for the full cash surrender value of the contract or a portion if it is a partial surrender.

For Trustee Transfers / Direct Rollovers from Tax-Qualified Accounts / Contracts:

The receiving company will deposit funds received into a:

- Traditional IRA SEP- IRA SIMPLE IRA Roth IRA Roth Conversion * Roth Conversion Date: _____
- Beneficial IRA Specify Type: _____
- Pension Plan 401(a) 401(k) 401(k) Designated Roth Account 457(b) Plan
- TSA/403(b) Other: _____ Account #: _____

* An IRA may be converted to a ROTH IRA.

Print Name of Authorized Officer	Title of Authorized Officer
Signature of Authorized Officer (if applicable - may not be required if LOA is used)	Date (mm/dd/yyyy)





**USA PATRIOT Act
Anti-Money Laundering**

Customer Identification Program Notice

***PLEASE READ BEFORE COMPLETING THE APPLICATION* IMPORTANT
INFORMATION YOU NEED TO KNOW ABOUT APPLYING FOR A CONTRACT WITH
ATHENE ANNUITY AND LIFE COMPANY**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all insurance companies to obtain, verify, and record information that identifies each person who applies for a contract.

What types of information will I need to provide?

For Individuals

We will ask your name; date of birth; physical address (no Post Office Box); identification number (U.S. Citizen: taxpayer identification number i.e., social security number or employer identification number / Non-U.S. Citizen: taxpayer identification number, passport number and country of issuance, alien identification card number, or non-expired government-issued identification showing nationality, residence, and a photograph of you).

You may also need to show your driver's license or other identifying documents. If these documents are not available, your producer will explain other verification options to you.

For Legal Entities

A trust, power of attorney or other legal entity will be asked to provide its principal place of business, local office, employer identification number, certified articles of incorporation, government-issued business license, a partnership agreement, or a trust agreement.

What happens if requested information is not provided or my identity can't be verified?

Athene Annuity and Life Company may not be able to approve the application for a contract or carry out transactions for you. If a contract is issued during the verification process, it may have to be cancelled.

We thank you for your patience and your confidence in our company. We hope you will support the insurance industry's efforts to deny terrorist and money launderers access to America's financial system.



Roth IRA Disclosure Statement

Mail completed form to:

P.O. Box 1555, Des Moines, IA 50306-1555 Fax: 866 709 3922

Contact us:

Annuity Customer Contact Center – Tel: 888 266 8489

Athene Annuity and Life Company

7700 Mills Civic Parkway, West Des Moines, IA 50266-3862

Athene Annuity & Life Assurance Company of New York

Pearl River, NY 10965

INTRODUCTION

This Roth Individual Retirement Annuity (Roth IRA) is an annuity contract issued by Athene Annuity & Life Assurance Company of New York (Athene) to fund special retirement benefits. If you are an eligible individual, you may establish the Roth IRA offered by Athene. This disclosure statement describes some of the statutory and regulatory provisions applicable to the operation of Roth IRAs. **Remember:** There is no tax deduction for contributions to Roth IRAs and eligibility to contribute to a Roth IRA is restricted to taxpayers with modified Adjusted Gross Income (mAGI) below statutory limits (see discussion below regarding mAGI). Internal Revenue Service (IRS) rules require that this disclosure statement be given to each person desiring to establish a Roth IRA. The tax rules regarding IRAs and Roth IRAs are complex and this statement only highlights some of the important issues. You should obtain tax advice regarding the tax treatment and suitability of a Roth IRA as an investment.

APPLICATION, ETC.

Athene will accept contributions eligible to be made to Roth or Roth Conversion IRAs described in IRC §408A and certain rollovers. No contribution will be accepted which is made pursuant to a Traditional IRA described in IRC §408 or a Savings Incentive Match Plan for Employees (SIMPLE) or Simplified Employee Pension (SEP) Plan sponsored by an employer. This IRA is not suitable for an Education IRA (Coverdell Education Savings Account), described in IRC §530. If you wish to learn more about Traditional IRAs, or Education IRAs, contact your Tax or Financial Advisor or your Insurance Professional. This Disclosure Statement does not address rules specific to Traditional IRAs, SIMPLE or Education IRAs.

WARNING: Your Contract provisions take precedent over commentaries set forth in this Disclosure Statement. In the event a statement in this Disclosure appears to be incomplete or in anyway appears to conflict with Contract provisions, the Contract provision will, at all times, govern.

RIGHT TO EXAMINE, RIGHT TO REVOKE

You have the right to revoke and receive a refund of the contribution made to your Roth IRA at anytime within 10 days of receiving your contract. You may make this revocation by delivering or mailing your contract to the agent through whom it was purchased or to Athene Annuity & Life Assurance Company of New York, ATTN: Customer Contact Center, P.O. Box 1555, Des Moines, IA 50306-1555. If revoked, Athene will return in full the contributions you made to your Roth IRA without adjustment for such items as sales commissions, administrative expenses or fluctuation in market value. If you send your contract by first class mail, your revocation will be deemed mailed as of the date of the postmark. The insurance laws of some states may extend the foregoing described 10 day period. Please review the Right to Examine Contract section of your contract.

IRC REQUIREMENTS

This Athene Roth IRA is nonforfeitable and for your exclusive benefit and that of your beneficiaries. The form of the annuity follows IRS guidelines, however, no representation has been made by the IRS regarding the merits of the Roth IRA as an investment. The Athene Roth IRA contract meets the following IRC Requirements of a Roth IRA:

- This contract is issued by Athene (an insurance company) and annual premium payments are not established as a fixed amount. All premium payments must be in cash or cash equivalents.
- This contract cannot be pledged or assigned and the interest in a Roth IRA is generally nonforfeitable.
- No contribution will be accepted unless it is in cash or cash equivalents. Also, no contribution, other than rollover contributions may exceed the lesser of the applicable amount or the tax year compensation. The applicable amount is determined under (i) or (ii) below:
 - (i) If you are under age 50, the applicable amount is \$5,500 for taxable year 2014 and 2015.
 - (ii) If you are 50 or older, the applicable amount is \$6,500 for taxable year 2014 and 2015.

The limits in paragraph (i) and (ii) above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code §219(b)(5)(D). Such adjustments will be in multiples of \$500.

The entire accumulated value of a Roth IRA generally must commence to be distributed no later than December 31 of the calendar year following the annuitant's date of death, in equal or substantially equal amounts, over a period not extending beyond the life expectancy of the designated beneficiary. The annual payment (commencing with the first required year and each year thereafter) must be at least equal to the quotient obtained by dividing the entire remaining interest as of December 31 of the previous year by the life expectancy of the designated beneficiary (or the life expectancy of the oldest beneficiary, if there are several). If the distribution actually paid does not equal or surpass IRS minimums, a nondeductible excise tax of 50% will be imposed upon the difference between the amount required and the amount distributed.

RESTRICTIONS ON ELIGIBILITY/CONTRIBUTIONS

Roth IRA annual contributions are also subject to a mAGI phase-out rule. This is not a question of deductibility as no Roth IRA contribution is deductible. Simply put, contributions cannot be made to a Roth IRA if the mAGI threshold test is not satisfied (i.e., too much money earned during a taxable year).

Active participants in an employer-sponsored retirement plan may, subject to applicable rules, contribute to a Roth IRA (see Contribution Limit below). Unlike traditional IRAs, they are not phased out of a tax deduction based upon AGI. Roth IRA contributions are not deductible in any case.

Compensation. Compensation, for purposes of the Roth IRA rules, generally means wages, salaries, tips, professional fees, bonuses, and other amounts received for providing personal services. If self-employed, compensation is the net earnings from a trade or business, reduced by the deduction for contribution to retirement plans (e.g. Keogh plans) and the deduction allowed for one-half of self-employment taxes. If divorced, all taxable alimony and separate maintenance payments received are treated as compensation for purposes of the Roth IRA rules. The term compensation does not include earnings from property (such as interest, rents, and dividends), pension or annuity income, deferred compensation, foreign earned income and any other amounts that are excluded from income.

Modified AGI. mAGI is the Adjusted Gross Income (AGI) as shown on a tax return, modified as follows:

1. **Subtract** any income resulting from the conversion of an IRA (other than a Roth IRA) to a Roth IRA (conversion income) and any minimum required distribution from IRAs (for conversions only). (Conversions are discussed below).
2. **Add** the following deductions and exclusions:
 - Traditional IRA deduction,
 - Student loan interest deduction,
 - Tuition and fees deduction,
 - Foreign earned income exclusion,
 - Foreign housing exclusion or deduction,
 - Exclusion of qualified bond interest shown on Form 8815
 - Exclusion of employer-paid adoption expenses shown on Form 8839, and
 - Domestic production activities deduction from Form 1040, line 35 or Form 1040NR, line 33.

If the result is more than the Roth IRA limit and there are other income or loss items, such as Social Security income or passive activity losses, that are subject to reduction and possible elimination if the AGI is too great, the AGI may be refigured solely for the purpose of figuring the mAGI for Roth IRA purposes. Refigure the AGI without taking income from conversions into account then go to 2 above to refigure the mAGI.

Warning: Conversion income must be taken into account when computing other AGI-based phase-outs (e.g., with respect to traditional IRAs) and taxable income for the year. You disregard conversion income only for the purpose of figuring your mAGI for Roth IRA purposes.

Contribution Limit. The contribution limit for Roth IRAs depends on whether a contribution is made only to Roth IRAs or to both Traditional and Roth IRAs.

Roth IRAs Only. If a contribution is made only to Roth IRAs, the maximum contribution limit is the lesser of the applicable amount or your taxable compensation. Unless provided otherwise in your Roth IRA, the applicable amount is determined under (i), (ii), or (iii) below:

- (i) If you are under age 50, the applicable amount is \$5,500 for taxable year 2014 and 2015.
- (ii) If you are 50 or older, the applicable amount is \$6,500 for taxable year 2014 and 2015.
- (iii) In addition to the amounts described in paragraphs (i) and (ii) above, an individual may make a repayment of a qualified reservist distribution described in Code § 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period.

The limits in paragraph (i) and (ii) above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code §219(b)(5)(D). Such adjustments will be in multiples of \$500.

If your mAGI is above the amounts shown on the table below, your contribution limit may be reduced, as explained below under Contribution Limit Reduced.

Roth IRAs and Traditional IRAs. If you contribute to both Roth IRAs and traditional IRA, your contribution limit for Roth IRAs is the lesser of:

1. The maximum contribution limit reduced by all contributions (other than employer contributions under a SEP or SIMPLE IRA plan) for the year to all IRAs other than Roth IRAs, or
2. Your taxable compensation minus all contributions (other than employer contributions under a SEP or SIMPLE IRA plan) for the year to all IRAs other than Roth IRAs.

Contribution Limit Reduced. If your mAGI is above a certain amount, your maximum contribution limit is gradually reduced. If your mAGI is above the range in the table's right column, your ability to contribute to a Roth IRA is completely phased-out. The following table may be used to determine if this reduction applies to you.

IF your filing status is . . .	AND your 2014 mAGI is between . . .	AND your 2014 mAGI is between . . .
Married filing joint return	\$181,000 and \$191,000	\$183,000 and \$193,000
Married filing separately - and you lived with your spouse during the year	\$0 and \$10,000	\$0 and \$10,000
Single, head of household, or married filing separately - and you did not live with your spouse at any time during the year	\$114,000 and \$129,000	\$116,000 and \$131,000

Figuring the reduction. If your mAGI is within the range shown in the table for your filing status, figure your reduced contribution limit as follows:

1. Start with your mAGI.
2. **Subtract** from your mAGI:
 - (a) \$181,000 (2014) or \$183,000 (2015) if filing a joint return or qualifying widow(er),
 - (b) \$-0- if married filing a separate return, and you lived with your spouse at any time during the year, or
 - (c) \$114,000 (2014) or \$116,000 (2015) for all other individuals.
3. **Divide** the result in (2) by \$15,000 (\$10,000 if filing a joint return, qualifying widow(er) or married filing a separate return and you lived with your spouse at any time during the year).
4. **Multiply** the maximum contribution limit (before reduction by this adjustment and before reduction for any contributions to traditional IRAs) by the result in (3).
5. **Subtract** the result in (4) from the maximum contribution limit before this reduction. The result is your reduced contribution limit.

Note: Round your reduced contribution limit up to the nearest \$10. If your reduced contribution limit is more than \$0, but less than \$200, increase the limit to \$200.

Spousal Roth IRAs. If you are married and file a joint tax return you may be eligible to set up and contribute to a Roth IRA for your spouse, whether or not he or she received compensation during any part of the taxable year. This is called a Spousal Roth IRA and is generally set up for a non-working spouse. The total combined contributions you can make each year to your Roth IRA and a Spousal Roth IRA is the lesser of 2x the maximum amount shown on pages 2 and 3 or your joint taxable compensation for the year. You can divide your Roth IRA contributions between your Roth IRA and the Spousal Roth IRA in any way you choose, as long as you do not contribute more than the maximum amount to either IRA.

Contribution Timing. You can make contributions to a Roth IRA for a specific year at any time during that year or by the due date for your income tax return for that year (not including extension). The due date is usually April 15th.

Tax Credits. Certain individuals who are at least age 18, and are not full time students and not claimed as a dependent on another taxpayer's tax return, may be in a position to claim a non-refundable tax credit equal to a percentage of the individual's qualified retirement savings. See IRC § 25B for further details and feel free to contact your Insurance Professional.

Deemed Roth IRAs. For pension plan years after 2002 (check with your employer concerning "plan years") a qualified plan or Tax Sheltered Annuity (i.e., a 403(b)) Plan may permit employees to make voluntary contributions to a separate annuity contract. The separate annuity will be "deemed" an IRA or Roth IRA and IRA reporting rules will apply. See Code § 408(q) for further details. The annuity must be set up by your employer under the employer's qualified plan.

ROLLOVER, TRANSFERS AND CONVERSIONS

Roth IRAs may be rolled over to another Roth IRA. They may also receive rollover contributions from another Roth IRA or Traditional IRA. Rollover transactions can be complex. Therefore, if you have any questions concerning the applicable technicalities associated with Roth IRAs we recommend you consult a competent tax advisor. However, the following general rules can be applied:

1. **Roth IRA Rollovers.** Part or all of a distribution received from a Roth IRA (account or annuity) may be rolled over to another Roth IRA (account or annuity) without the imposition of tax. To have a proper rollover from another Roth IRA (account or annuity) you must make the rollover within 60 days of receiving the distribution (if the distribution included both money and property, you must roll over the same property). You are not required to roll over all of the distribution you receive, however, any part not rolled over may be taxable to you and may be subject to penalties.

You can make only one tax-free rollover of part or all of a distribution from an IRA to another (or the same) IRA in any 12-month period regardless of the number of IRAs you own. This once-a-year limit applies by aggregating all of your IRAs, including SEP and SIMPLE IRAs as well as Traditional and Roth IRAs, effectively treating them as one IRA for purposes of the limit. Your rights in the Roth IRA must be nonforfeitable and nontransferable.

If the Roth IRA distribution does not satisfy the rollover rules, it may be (1) taxable in the year distributed, (2) subject to a 10% tax on early distributions, and (3) treated as a regular contribution to the recipient Roth IRA, which could result in an excess contribution subject to an additional tax. The IRS may waive the failure to satisfy the 60 day rollover requirement but not the once-a-year limit on rollovers. The once-a-year limit on rollovers between IRAs does not apply to rollovers between IRAs and eligible retirement plans.

2. **Direct Transfers (IRA to IRA).** Instead of a rollover, you may wish to directly transfer the funds to another Roth (or Roth Conversion) IRA. Direct transfers between such IRAs are not taxable, are not subject to the once-a-year rule and are not reported on a Form 1099R.
3. **Conversion to a Roth IRA from Other Than a Roth IRA.** You may convert all or any portion of an existing Traditional IRA into your Roth IRA. You may also make a rollover contribution to a Roth IRA from an eligible retirement plan. Conversion of a Traditional IRA to a Roth IRA is treated as a distribution of the amount involved and is included in your gross income. Only nondeductible contributions to your IRA are exempt from tax conversion. However, the 10% early distribution penalty will not apply if the conversion satisfies the applicable rules. Also, the once-a-year rollover rule does not apply to the conversion of a Traditional IRA to a Roth IRA.

Any distribution made as part of a Roth Conversion must be rolled over within 60 days. Amounts not rolled over within the 60 day period do not qualify for rollover treatment and cannot be paid to a Roth IRA, unless the failure to satisfy the 60 day requirement is waived by the IRS.

If you have started taking substantially equal periodic payments from an IRA or eligible retirement plan under a 72(t) distribution, you might be able to convert the amounts to a Roth IRA and then continue the periodic payments. The 10% additional tax on early distributions will not apply even if the distributions are not qualified distributions (as long as they are part of a series of a 72(t) distribution). You cannot, however, convert amounts that must be distributed for a particular year (including the calendar year in which you reach age 70-1/2) under the required distribution rules. If you inherited an IRA from someone other than your spouse, you cannot convert it to a Roth IRA.

If you inherited an eligible retirement plan other than an IRA from someone other than your spouse, you may make a rollover to a Roth IRA established in the name of the deceased employee. The Roth IRA is treated as an Inherited Roth IRA.

At the time you make a rollover to a Roth IRA, you must designate, in writing, your election to treat that contribution as a rollover. Once made, the rollover election is irrevocable.

DISTRIBUTIONS

Gross income does not include qualified distributions or distributions that are a return of your regular contributions from your Roth IRA. If the distribution is qualified, both the contributions and earnings are excluded from gross income. Distributions from your Roth IRA that you rollover tax free into another Roth IRA are not included in your income. Part of the distribution may need to be included in your income (see Ordering Rules For Withdrawals, below).

Qualified Distributions. Generally, a qualified distribution is a distribution from your Roth IRA made after the 5-taxable-year period beginning with the first taxable year for which a contribution was made to your Roth IRA provided the distribution is because: you attained age 59-1/2, you became disabled, you died, or you are a first home buyer (up to a \$10,000 lifetime limit).

Non-Qualified Distributions. A distribution is not a qualified distribution (and income tax will be due on Roth IRA earnings) if it is made within the 5-year period beginning with the first year for which either a regular or a conversion contribution was made to a Roth IRA or made after the 5-year period, but you have not reached age 59-1/2, you are not disabled, you have not died, you are not a first time home buyer or you withdrew contributions and earnings on or before the due date of your tax return (including extensions) for the year in which you made the contributions.

If, within the 5-year period starting with the year in which you converted any amount from a Traditional IRA to a Roth IRA, you withdraw from a Roth IRA an amount attributable to a portion of the conversion contribution that you had to include in income, you generally must pay the 10% additional tax on premature distributions.

Unless an exception applies, you must pay the 10% additional tax on premature distributions on the taxable part of any distributions that are not qualified distributions. The exceptions are: the distributions are part of a series of substantially equal payments, you have significant unreimbursed medical expenses, you are paying medical insurance premiums after losing your job, the distributions are not more than qualified higher education expenses, the distribution is due to an IRS levy against your pension or profit sharing plan, or the distribution is a qualified reservist distribution.

ORDERING RULES FOR WITHDRAWALS

If you make a withdrawal from a Roth IRA that is not a qualified distribution, part of the withdrawal may be taxable. For purposes of determining the correct tax treatment of withdrawals, there is a set order in which contributions (including conversion contributions) and earnings are considered to be withdrawn from your Roth IRA. (See IRS Publication 590 for the treatment of excess contribution withdrawals.) Basically, when you take a distribution, the amounts you contributed annually to any Roth IRA account will be deemed to be removed first, followed by conversion contributions made to any Roth IRA on a first-in, first-out basis. Therefore, non-qualified distributions will not be taxable to you until your withdrawals exceed the amount of your contributions. Rollover contributions from other Roth IRAs are disregarded for purposes of ordering. The ordering rules are complex. If you have any questions regarding the taxation of distributions from a Roth IRA, please see a competent tax advisor.

Note: IRS Publication 590 provides information concerning how these ordering rules operate and how the taxable portion of the non-qualified distributions is determined.

INCOME AND TRANSFER TAXES

No Income Tax Deduction. No income tax deduction is allowed for Roth IRA contributions.

Tax-Deferred Earnings. The investment earnings of your Roth IRA are not subject to Federal Income Tax as they accumulate in your Roth IRA. In addition, distributions of your Roth IRA earnings will be free from Federal Income Tax if your distribution is a qualified distribution.

Estate Tax. The value of your IRA will be included in your gross estate for purposes of determining whether your estate owes federal estate tax when you die. A beneficiary may be able to claim a deduction for estate tax resulting from certain distributions from an IRA. The beneficiary can deduct the estate tax paid on any part of a distribution that is income in respect of a decedent. He or she can take the deduction for the tax year the income is reported. A beneficiary should consult a professional tax advisor regarding his or her situation.

Gift Tax. Generally, the revocable designation by you of a beneficiary to receive a survivor benefit after your death is not considered a gift subject to gift tax. An irrevocable designation of a beneficiary may not be exempt from gift tax. You should consult your professional tax advisor regarding your situation.

MINIMUM DISTRIBUTIONS

No Required Distributions At Age 70-1/2. Distributions from your Roth IRA are not mandatory at age 70-1/2 or any other age. The minimum distribution rules applicable to Traditional IRAs do not apply to Roth IRAs while the owner is alive. You cannot use Roth IRA distributions to satisfy minimum distribution requirements for Traditional IRAs. Nor can you use distributions from Traditional IRAs for required distributions from Inherited Roth IRAs.

Distributions To Beneficiaries. If a Roth IRA owner dies, the minimum distribution rules that apply to Traditional IRAs apply to Roth IRAs as though the Roth IRA owner died before his or her required beginning date. Generally, the entire interest in the Roth IRA must be distributed by the end of the fifth calendar year after the year of the owner's death unless the interest is payable to a designated beneficiary over the life or life expectancy of the designated beneficiary. If paid as an annuity, it must be payable over a period not greater than the designated beneficiary's life expectancy and distributions must begin before the end of the calendar year following the year of death. Distributions from another Roth IRA cannot be substituted for these distributions unless the other Roth IRA was inherited from the same decedent.

If the sole beneficiary is the spouse, he or she can either delay distributions until the decedent would have reached age 70-1/2, or treat the Roth IRA as his or her own.

Aggregation With Other Roth IRAs. It is possible for the spouse of a deceased Roth IRA owner to aggregate Roth IRAs in order to satisfy minimum distribution rules. See IRS Publication 590.

Distributions That Are Not Qualified Distributions. If a distribution to a beneficiary does not satisfy the requirements for a qualified distribution, it is generally includible in the beneficiary's gross income in the same manner as it would have been included in the owner's income had it been distributed to the Roth IRA owner when he or she was alive.

EXCISE TAXES

Premature Distributions. If you are under age 59-1/2 and receive a distribution from the Roth IRA that is not a qualified distribution, or if you receive a distribution of conversion amounts within the five-year period beginning with the year in which the conversion occurred, an additional tax of 10% will generally apply to the amount includible in income in the year of the distribution or conversion. The 10% tax will not apply if the distribution is made due to death, disability, a qualifying rollover, a transfer, the timely withdrawal of an excess contribution, or if the distribution is part of a series of substantially equal periodic payments made over your life expectancy or the joint life expectancy of you and your beneficiary. Also exempt from the 10% tax are payments made to pay medical expenses which are deductible as itemized expenses and distributions to pay for individual health insurance if you have separated from employment and have received unemployment compensation for at least 12 weeks. Payments to cover certain qualified education expenses and distributions for first-home purchases (up to a lifetime maximum of \$10,000) are exempt. In addition, distributions to satisfy an IRS levy of a qualified plan and qualified reservist distributions are not subject to the 10% penalty tax.

Excess Contributions. An excess contribution is any contribution amount which exceeds your contribution limit, excluding rollover and direct transfer amounts. Your contribution limit is the lesser of the maximum contribution set forth in Section *Roth IRAs Only* on page 2 or 100% of your compensation for the taxable year. Your contribution may be further limited if your AGI exceeds the levels discussed in the section titled *Contribution Limit Reduced*. A 6% excise tax is imposed upon any excess contribution made to a Roth IRA. This tax will apply each year in which an excess contribution remains in your Roth IRA.

For purposes of determining excess contributions, any contribution that is withdrawn on or before the due date (including extensions) for filing your tax return for the year is not treated as contribution. This treatment only applies if any earnings on the contributions are also withdrawn. The earnings are considered earned and received in the year the excess contribution was made.

If contributions to your Roth IRA for a year were more than the limit, you can apply the excess contribution in one year to a later year if the contributions for that later year are less than the maximum allowed for that year.

Minimum Distribution. Unless your sole beneficiary is your surviving spouse, your designated beneficiary is required to take certain minimum distributions after your death (see, Distributions to Beneficiary discussed above). An additional tax of 50% is imposed on the amount of the required minimum distribution which is not timely distributed from the Roth IRA.

Tax Reporting. You must file Form 5329 with the IRS when any additional or excise taxes are due.

PROHIBITED TRANSACTIONS

Roth IRAs are subject to the prohibited transaction rules of IRC §4975. You will be treated as the creator of the IRA with respect to these provisions. A typical prohibited transaction might involve you borrowing the income or corpus from the contract. *If you engage in a prohibited transaction, your Roth IRA will lose its tax exempt status.* This will be effective as of the first day of the tax year in which the prohibited transaction occurs. Once your Roth IRA loses its exempt status, you are required to include its value in your taxable income for that tax year. This value is determined as of the first day of the tax year in which the prohibited transaction occurred. Prohibited transactions include: the sale, exchange or leasing of any property between the plan and a party-in-interest; lending of money or any other extension of credit to a party-in-interest; furnishing of goods, services or facilities between the Roth IRA and a party-in-interest; transfer to or use for the benefit of a party-in-interest of the income or assets of the Roth IRA; act by a party-in-interest who is a fiduciary whereby he/she deals with the income or assets of the Roth IRA in his/her own interest or for his/her own account; or receipt of any consideration for his/her own personal account by any party-in-interest who is a fiduciary dealing with the Roth IRA in connection with a transaction involving the income or assets of the Roth IRA.

Borrowing. In general, if you borrow any money from your Roth IRA or use any portion of your Roth IRA as security for a loan, it will cease to qualify as a tax exempt Roth IRA as of the first day of the taxable year such action was taken and for all taxable years thereafter. You may also be subject to the 10% penalty tax on premature distributions.

STATUS OF APPROVAL

The annuity policy **has not** been approved as to form for use as a Roth IRA by the IRS. The IRS approval is a determination only as to the form of the annuity and does not represent a determination of the merits of such annuity.

FINANCIAL DISCLOSURE

We have included, as part of this Disclosure Statement, a PROJECTION of the accumulation value of an IRA assuming the factors set forth on the PROJECTION. Hopefully, the PROJECTION is informative, but the accumulation values shown are only estimates and are not guaranteed. See PROJECTION attached.

OTHER

You may obtain further information on IRAs from your District Office of the IRS. In particular, you may wish to obtain Publication 590-A (Contributions to Individual Retirement Arrangements (IRAs)) and Publication 590-B (Distributions from Individual Retirement Arrangements (IRAs)). These publications are available from your local IRS office, on the IRS's Internet Website at www.IRS.gov, or by calling 1-800-TAX-FORMS.

We will furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as prescribed by the Commissioner

PLEASE REMEMBER, THE FOREGOING DISCUSSION IS INTENDED TO CONSTITUTE ONLY A SIMPLE GUIDE. IN ALL CASES YOU SHOULD OBTAIN COMPETENT INDEPENDENT TAX ADVICE REGARDING YOUR TAX SITUATION AND THE RULES GOVERNING IRAs.

Athene Annuity & Life Assurance Company of New York

FINANCIAL DISCLOSURE

If your IRA or Roth IRA Annuity is to be funded with a Single Contribution, please refer to Table 1. If your IRA or Roth IRA Annuity is to be funded with Multiple Contributions, please refer to Table 2.

TABLE 1

Table 1 shows Projected Minimum Cash Surrender Values at the end of select contract years assuming no withdrawals and an initial one-time contribution of \$1,000 paid at contract issuance. For purposes of this Financial Disclosure, the Projected Minimum Cash Surrender Values are calculated at 87.5% of paid premiums accumulated at 1.0% annually. To the extent your annuity provides for surrender or withdrawal charges, such charges are reflected in the values shown in Table 1 below. In some instances, optional riders for a charge, may reduce the Projected Minimum Cash Surrender Value. See the specific product brochure, Disclosure Summary or Certificate of Disclosure for more details.

End of Contract Year	Paid Premiums*	Projected Minimum Cash Surrender Value	End of Contract Year	Paid Premiums*	Projected Minimum Cash Surrender Value	End of Contract Year	Paid Premiums*	Projected Minimum Cash Surrender Value
1	1,000.00	883.75	26	0.00	1,133.35	51	0.00	1,453.44
2	0.00	892.59	27	0.00	1,144.68	52	0.00	1,467.98
3	0.00	901.51	28	0.00	1,156.13	53	0.00	1,482.66
4	0.00	910.53	29	0.00	1,167.69	54	0.00	1,497.48
5	0.00	919.63	30	0.00	1,179.37	55	0.00	1,512.46
6	0.00	928.83	31	0.00	1,191.16	56	0.00	1,527.58
7	0.00	938.12	32	0.00	1,203.07	57	0.00	1,542.86
8	0.00	947.50	33	0.00	1,215.10	58	0.00	1,558.29
9	0.00	956.97	34	0.00	1,227.25	59	0.00	1,573.87
10	0.00	966.54	35	0.00	1,239.53	60	0.00	1,589.61
11	0.00	976.21	36	0.00	1,251.92	61	0.00	1,605.51
12	0.00	985.97	37	0.00	1,264.44	62	0.00	1,621.56
13	0.00	995.83	38	0.00	1,277.09	63	0.00	1,637.78
14	0.00	1,005.79	39	0.00	1,289.86	64	0.00	1,654.15
15	0.00	1,015.85	40	0.00	1,302.76	65	0.00	1,670.70
16	0.00	1,026.01	41	0.00	1,315.78	66	0.00	1,687.40
17	0.00	1,036.27	42	0.00	1,328.94	67	0.00	1,704.28
18	0.00	1,046.63	43	0.00	1,342.23	68	0.00	1,721.32
19	0.00	1,057.10	44	0.00	1,355.65	69	0.00	1,738.53
20	0.00	1,067.67	45	0.00	1,369.21	70	0.00	1,755.92
21	0.00	1,078.34	46	0.00	1,382.90	71	0.00	1,773.48
22	0.00	1,089.13	47	0.00	1,396.73	72	0.00	1,791.21
23	0.00	1,100.02	48	0.00	1,410.70	73	0.00	1,809.12
24	0.00	1,111.02	49	0.00	1,424.80	74	0.00	1,827.22
25	0.00	1,122.13	50	0.00	1,439.05	75	0.00	1,845.49

*Paid Premiums are determined after deducting applicable premium taxes, if any.

More information regarding Guaranteed Surrender Values can be found in the annuity contract that you purchased. This information should be reviewed carefully and any questions should be directed immediately to your agent through whom the annuity contract was purchased.

TABLE 2

Table 2 shows Projected Minimum Cash Surrender Values at the end of select contract years assuming an initial \$1,000 contribution paid at contract issuance, an additional \$1,000 contribution paid on the first day of each subsequent contract year and no withdrawals. For purposes of this Financial Disclosure, the Projected Minimum Cash Surrender Values are calculated at 87.5% of first year paid premiums accumulated at 1.0% annually plus 87.5% of second year and after paid premiums accumulated at 1.0% annually. To the extent your annuity provides for surrender or withdrawal charges, such charges are reflected in the values shown in Table 2 below. In some instances, optional riders for a charge, may reduce the Projected Minimum Cash Surrender Value. See the specific product brochure, Disclosure Summary or Certificate of Disclosure for more details.

End of Contract Year	Premium Paid*	Total Premium Paid*	Projected Minimum Cash Surrender Value	End of Contract Year	Premium Paid*	Total Premium Paid*	Projected Minimum Cash Surrender Value	End of Contract Year	Premium Paid*	Total Premium Paid*	Projected Minimum Cash Surrender Value
1	1,000.00	1,000.00	883.75	26	1,000.00	26,000.00	26,093.28	51	1,000.00	51,000.00	58,422.78
2	1,000.00	2,000.00	1,776.34	27	1,000.00	27,000.00	27,237.96	52	1,000.00	52,000.00	59,890.76
3	1,000.00	3,000.00	2,677.85	28	1,000.00	28,000.00	28,394.09	53	1,000.00	53,000.00	61,373.42
4	1,000.00	4,000.00	3,588.38	29	1,000.00	29,000.00	29,561.78	54	1,000.00	54,000.00	62,870.90
5	1,000.00	5,000.00	4,508.01	30	1,000.00	30,000.00	30,741.15	55	1,000.00	55,000.00	64,383.36
6	1,000.00	6,000.00	5,436.84	31	1,000.00	31,000.00	31,932.31	56	1,000.00	56,000.00	65,910.94
7	1,000.00	7,000.00	6,374.96	32	1,000.00	32,000.00	33,135.38	57	1,000.00	57,000.00	67,453.80
8	1,000.00	8,000.00	7,322.46	33	1,000.00	33,000.00	34,350.49	58	1,000.00	58,000.00	69,012.09
9	1,000.00	9,000.00	8,279.44	34	1,000.00	34,000.00	35,577.74	59	1,000.00	59,000.00	70,585.96
10	1,000.00	10,000.00	9,245.98	35	1,000.00	35,000.00	36,817.27	60	1,000.00	60,000.00	72,175.57
11	1,000.00	11,000.00	10,222.19	36	1,000.00	36,000.00	38,069.19	61	1,000.00	61,000.00	73,781.08
12	1,000.00	12,000.00	11,208.16	37	1,000.00	37,000.00	39,333.63	62	1,000.00	62,000.00	75,402.64
13	1,000.00	13,000.00	12,203.99	38	1,000.00	38,000.00	40,610.72	63	1,000.00	63,000.00	77,040.41
14	1,000.00	14,000.00	13,209.78	39	1,000.00	39,000.00	41,900.58	64	1,000.00	64,000.00	78,694.57
15	1,000.00	15,000.00	14,225.63	40	1,000.00	40,000.00	43,203.33	65	1,000.00	65,000.00	80,365.26
16	1,000.00	16,000.00	15,251.64	41	1,000.00	41,000.00	44,519.12	66	1,000.00	66,000.00	82,052.67
17	1,000.00	17,000.00	16,287.90	42	1,000.00	42,000.00	45,848.06	67	1,000.00	67,000.00	83,756.94
18	1,000.00	18,000.00	17,334.53	43	1,000.00	43,000.00	47,190.29	68	1,000.00	68,000.00	85,478.26
19	1,000.00	19,000.00	18,391.63	44	1,000.00	44,000.00	48,545.94	69	1,000.00	69,000.00	87,216.79
20	1,000.00	20,000.00	19,459.29	45	1,000.00	45,000.00	49,915.15	70	1,000.00	70,000.00	88,972.71
21	1,000.00	21,000.00	20,537.64	46	1,000.00	46,000.00	51,298.05	71	1,000.00	71,000.00	90,746.19
22	1,000.00	22,000.00	21,626.76	47	1,000.00	47,000.00	52,694.78	72	1,000.00	72,000.00	92,537.40
23	1,000.00	23,000.00	22,726.78	48	1,000.00	48,000.00	54,105.48	73	1,000.00	73,000.00	94,346.53
24	1,000.00	24,000.00	23,837.80	49	1,000.00	49,000.00	55,530.28	74	1,000.00	74,000.00	96,173.74
25	1,000.00	25,000.00	24,959.93	50	1,000.00	50,000.00	56,969.34	75	1,000.00	75,000.00	98,019.23

*Paid Premiums are determined after deducting applicable premium taxes, if any.

More information regarding Guaranteed Surrender Values can be found in the annuity contract that you purchased. This information should be reviewed carefully and any questions should be directed immediately to your agent through whom the annuity contract was purchased.

IRA Disclosure Statement

Mail completed form to:

P.O. Box 1555, Des Moines, IA 50306-1555 Fax: 866 709 3922

Contact us:

Annuity Customer Contact Center – Tel: 888 266 8489

Athene Annuity and Life Company

7700 Mills Civic Parkway, West Des Moines, IA 50266-3862

Athene Annuity & Life Assurance Company of New York

Pearl River, NY 10965

INTRODUCTION

This Individual Retirement Annuity (IRA) is an annuity contract issued by Athene Annuity and Life Company (Athene) to fund an individual's retirement benefits. If you are an eligible individual, you may establish the IRA offered by Athene. This disclosure statement describes some of the statutory and regulatory provisions applicable to the operation of IRAs. Internal Revenue Service (IRS) regulations require that this disclosure statement be given to each person desiring to establish an IRA. The tax rules regarding IRAs are very complex and this statement only highlights some of the important rules. You should obtain tax advice regarding the tax treatment and suitability of an IRA as an investment.

APPLICATION, ETC.

No contribution will be accepted which is made pursuant to a Savings Incentive Match Plan for Employees (SIMPLE) sponsored by an employer. This IRA is not suitable for use with a Roth or Roth Conversion IRA as described in Internal Revenue Code (IRC) §408A. Further, this IRA is not suitable for an Education IRA (Coverdell Education Savings Account) as described in IRC §530. If you wish to learn more about Roth, Roth Conversion, or Education IRAs, contact your Tax or Financial Advisor or your Insurance Professional.

WARNING: Your Contract provisions control over commentaries set forth in this Disclosure Statement. In the event a statement in this Disclosure appears to be incomplete or in anyway appears to conflict with Contract provisions, the Contract provision will, at all times, govern.

RIGHT TO EXAMINE, RIGHT TO REVOKE

You have the right to revoke and return your IRA at any time within 10 days of receiving your contract. You may make this revocation by delivering or mailing your contract to the agent through whom it was purchased or to Athene Annuity and Life Company, ATTN: Customer Contact Center, P.O. Box 1555, Des Moines, IA 50306-1555. If revoked, Athene will return in full the contributions you made to your IRA without adjustment for such items as sales commissions, administrative expenses or fluctuation in market value. If you send your contract by first class mail, your revocation will be deemed mailed as of the date of the postmark. The insurance laws of some states may extend the foregoing described 10 day period. Please review the Right to Examine Contract section of your contract.

IRC REQUIREMENTS

Your Athene IRA is nonforfeitable and for your exclusive benefit and that of your beneficiaries. The form of the annuity follows IRS guidelines, however, no representation has been made by the IRS regarding the merits of the IRA as an investment. The contract meets the following requirements of an IRA.

- Your contract is issued by Athene (an insurance company) and annual premium payments are not established as a fixed amount. All premium payments must be in cash or cash equivalents.
- You cannot transfer your IRA and your interest in your IRA is generally nonforfeitable.
- You are eligible to purchase an IRA if you have compensation includible in your income for the applicable tax year and you are not age 70-1/2 by the end of the year. You may establish and contribute to your IRA for the immediately prior tax year through the due date for filing your income tax return. The deadline for IRA contributions may not be extended by extending the filing of your tax return. If you contribute to your IRA after the end of the tax year on account of the prior year (but before your income tax deadline), you must provide written notification to Athene indicating that the deposit relates to the prior tax year. Your notification is irrevocable. When we refer to a "tax year" we mean your tax year, which is usually the calendar year.
- (i) Unless otherwise provided in your IRA and except in the case of a rollover contribution (as permitted by section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)) or a contribution made in accordance with the terms of a Simplified Employee Pension Program (SEP) as described in section 408(k), no contributions will be accepted unless they are in cash or cash equivalents and the total of such contributions shall not exceed \$5,500 for taxable year 2014 and 2015.

The limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code §219(b)(5)(D). Such adjustments will be in multiples of \$500.

(ii) In the case of an individual who is 50 or older, the annual cash contribution limit is increased by \$1,000. (If you are 50 or older, the applicable amount is \$6,500 for taxable year 2014 and 2015.)

- (iii) In addition to the amounts described in paragraphs (i) and (ii) above, an individual may make a repayment of a qualified reservist distribution described in Code §72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period.
- (iv) If the individual was a participant in a Code§401(k) plan of a certain employer in bankruptcy described in Code §219(c)(5)(C), then the applicable amount under paragraph (i) above is increased by \$3,000 for taxable years before 2010 only. An individual who makes contributions under this paragraph (iv) may not also make contributions under paragraph (ii).
- No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to §408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the individual first participated in that employer's SIMPLE IRA plan.
- You must take required minimum distributions from your IRA(s) by April 1 of the year following the year you attain age 70-1/2 and the end of each year thereafter. Your designated beneficiary(ies) is required to take certain minimum distributions after your death in accordance with applicable IRC provisions and IRS regulations (see, Distributions discussion on Page 5).
- You may now direct all or a portion of your tax refund straight into your IRA.

TAX DEDUCTION AND ELIGIBILITY

The amount you can deduct for contributions you make to your IRA will depend on whether or not you are an active participant in an employer-sponsored retirement plan (see Phase Out Deduction for Active Participants discussion below). If you (and your spouse, if you are married) are not an active participant in an employer retirement plan, you can continue to contribute to your IRA each year and deduct up to the lesser of the maximum contribution set forth in Section 4. of IRC Requirements (above) or 100% of your compensation (see Compensation discussion below). The investment earnings on your IRA are not subject to Federal Income Tax until distributions are made (or in certain cases when distributions are deemed made).

Spousal IRAs. If you are married and file a joint tax return you may be eligible to set up and contribute up to the maximum contribution in Section 4 of IRC Requirements to an IRA for your spouse, whether or not he or she received compensation during any part of the taxable year. This is called a Spousal IRA and is generally set up for a nonworking spouse. The total combined contributions you can make each year to your IRA and a Spousal IRA is the lesser of 2x the maximum contribution set forth in Section 4 of IRC Requirements or your taxable compensation for the year. You can divide your IRA contributions between your IRA and the Spousal IRA in any way you choose, as long as you do not contribute more than the maximum to either IRA. You and your spouse cannot participate in the same IRA.

Compensation. Compensation, for purposes of the IRA rules, generally means your wages, salaries, tips, professional fees, bonuses, and other amounts you receive for providing personal services. If you are self-employed, compensation is your net earnings from your trade or business, reduced by your deduction for contribution on your behalf to retirement plans (e.g. Keogh plans) and the deduction allowed for one-half of your self-employment taxes. If you are divorced, all taxable alimony and separate maintenance payments you receive are treated as compensation for purposes of the IRA rules. The term compensation does not include earnings from property (such as interest, rents, and dividends) pension or annuity income, deferred compensation, income from a partnership for which you do not provide services that are a material income-producing factor, foreign earned income and any other amounts that are excluded from income.

Phase Out Of Deduction For Active Participants. If you are an active participant in an employer-sponsored retirement plan, you are still able to contribute up to the lesser of the maximum contribution as set forth in Section 4 of IRC Requirements or 100% of your compensation. However, the deductibility of your contribution will be phased out as your adjusted gross income (AGI) increases. AGI is determined from your tax return, disregarding any deductible IRA contribution. An individual is not considered to be an active participant in an employer-sponsored retirement plan merely because the individual's spouse is such a participant.

The maximum deductible IRA contribution for an individual who is not an active retirement plan participant, but whose spouse is, is phased out for taxpayers with AGI between \$181,000 and \$191,000 for 2014 and \$183,000 to \$193,000 for 2015.

Determination of the amount one can contribute to an IRA and deduct is based upon Phase-Out ranges and Applicable Dollar Amounts established by Congress. The following charts and examples provide generalized information about the operation of these rules.

Joint Returns		
Taxable years beginning in:	Applicable Dollar Amount	Phase-out range
2015	\$98,000	\$98,000 - \$118,000

Single Taxpayers		
Taxable years beginning in:	Applicable Dollar Amount	Phase-out range
2015	\$61,000	\$61,000 - \$71,000

The Applicable Dollar Amount for married individuals filing separate returns is phased-out for taxpayers with AGI between \$0 and \$10,000. Special rules apply to married individuals filing separately and living apart.

Generally, if you are covered by the following types of plans you will be considered to be an active participant in an employer retirement plan:

1. A qualified pension, profit sharing, 401(k) or stock bonus plan of an employer;
2. A qualified annuity plan of an employer;
3. A Simplified Employee Pension Plan or SEP Plan;
4. A government sponsored plan for an employee (such as the Civil Service Retirement System or military retirement plans) other than an eligible state deferred compensation plan (Section 457 plan); or
5. A Tax Sheltered Annuity plan for employees of public schools and certain tax-exempt organizations (a 403(b) plan).
6. Savings Incentive Match Plan for Employees (SIMPLE).

If you are not certain whether you are covered by your employer's retirement plan or how to apply the deduction phase-out rules, you should ask your employer or tax advisor. Also the W-2 Form you receive from your employer includes a box to indicate whether or not you are covered for the year. The form should have a mark in the "Pension Plan" box if you are covered.

Non-Deductible Contributions. If you cannot make a deductible contribution to your IRA, you may wish to consider a non-deductible contribution. Non-deductible contributions cannot, when added to any deductible contributions, exceed the overall IRA contribution limits (the lesser of the maximum contribution set forth in Section 4 of IRC Requirements or 100% of your includible compensation). Any earnings on non-deductible contributions are not subject to tax until distributed from the IRA. You may elect to treat a deductible IRA contribution as a non-deductible contribution. Such an election need not be made until the date for filing of your tax return for that year. If you make a non-deductible IRA contribution you must file Form 8606 with your tax return. A \$50.00 fine may be imposed for failure to timely file Form 8606.

When To Deduct. You can make IRA contributions at anytime during your tax year. Such amount would then be eligible for deduction on that year's tax return. A contribution is deemed to have been made on the last day of the preceding taxable year if you make your contribution on or before the due date for filing your Federal Income Tax return (excluding extensions) and you designate that contribution as a contribution for the preceding taxable year. For example, if you are a calendar year taxpayer and you make your IRA contribution on or before April 15, your contribution is considered to have been made for the previous tax year if you designate it as a contribution for that year.

Age 70-1/2. No deductions or contributions are allowed to your IRA during or after the year in which you attain age 70-1/2. However, you are allowed to deduct premium payments to an IRA for the benefit of your spouse during or after the year in which you attain age 70 1/2 provided your spouse has not attained age 70 1/2 before the close of the taxable year.

Tax Credits. Certain individuals who are at least age 18, and are not full time students and not claimed as a dependent on another taxpayer's tax return, may be in a position to claim a nonrefundable tax credit equal to a percentage of the individual's qualified retirement savings. See New Code §25B for further details and feel free to contact your Insurance Professional.

Deemed IRAs. For pension plan years after 2002 (check with your employer concerning "plan years") a qualified plan or Tax Sheltered Annuity (i.e., a 403(b)) plan may permit employees to make voluntary contributions to a separate annuity contract, the separate annuity will be "deemed" an IRA or a Roth IRA and IRA reporting rules will apply. See Code §408(q) for further details. The annuity must be set up by your employer under the employer's qualified plan and the plan must allow for the IRA using an annuity contract.

ROLLOVER CONTRIBUTIONS

In general, the cash or assets you receive from certain other retirement programs may be contributed to your IRA. These contributions are called "rollover contributions." A rollover contribution to an IRA is not subject to the annual contribution limitations, but you may not deduct it on your tax return. Once in the IRA, a rollover contribution is subject to all of the usual rules governing IRAs. There are two kinds of rollover contributions to an IRA. In one you contribute the amounts received from another IRA (either an individual retirement account or an individual retirement annuity). In the other, you contribute amounts received from a Qualified Employer Plan (described in IRC §401(a)) a deferred compensation plan of a state or local government (described in IRC §457(b)), or Tax Sheltered Annuity (described in IRC §403(b)). The rollover rules are only summarized in this Disclosure Statement. Rollover transactions are often complex. If you have any questions regarding a rollover, please see a competent tax advisor.

Rollovers From Another IRA. Part or all of a distribution received from an IRA (account or annuity) may be rolled over to another IRA (account or annuity) without the imposition of tax. To have a proper rollover from another IRA (account or annuity) you must make the rollover within 60 days of receiving the distribution (if the distribution included both money and property, you must roll over the same property). You are not required to roll over all of the distribution you receive, however, any part not rolled over will be taxable to you and may be subject to penalties. You can make only one tax-free rollover of part or all of a distribution from an IRA to another (or the same) IRA in any 12-month period regardless of the number of IRAs you own. This once-a-year limit applies by aggregating all of your IRAs, including SEP and SIMPLE IRAs as well as Traditional and Roth IRAs, effectively treating them as one IRA for purposes of the limit.

If the IRA distribution does not satisfy the rollover rules, it may be (1) taxable in the year distributed, (2) subject to a 10% tax on early distributions, and (3) treated as a regular contribution to the recipient IRA, which could result in an excess contribution subject to an additional tax. The IRS may waive the failure to satisfy the 60 day rollover requirement but not the once-a-year limit on IRA-to-IRA rollovers.

Rollovers From A Qualified Employer Plan Or Tax Sheltered Annuity. Generally, you can roll over any part of the balance to your credit in a Qualified Employer Plan (QEP), governmental deferred compensation plan (IRC §457(b)) or Tax Sheltered Annuity (TSA) to an IRA or another eligible retirement plan (QEP or TSA, as appropriate, that accepts rollovers). The following distributions cannot be rolled over:

1. A required minimum distribution;
2. A hardship distribution;
3. Any part of a series of substantially equal periodic distributions paid at least once a year over (a) your lifetime or life expectancy, (b) the lifetimes or life expectancies of you and your beneficiary, or (c) a period of 10 years or more;
4. Corrective distributions of excess contributions or excess deferrals, and any income allocable to the excess, or of excess annual additions and any allocable gains;
5. A loan treated as a distribution because it does not satisfy certain requirements either when made or later (such as upon default), unless the participant's accrued benefits are reduced (offset) to repay the loan;
6. Dividends on employer securities;
7. The cost of life insurance coverage.

Your rollover into a Traditional IRA may include both amounts that would be taxable and amounts that would not be taxable if they were distributed to you, but not rolled over. To the extent the distribution is rolled over into a Traditional IRA, it is not includible in your income. The once-a-year limit on rollovers between IRAs does not apply to rollovers between IRAs and eligible retirement plans.

Direct Rollover Option. The administrator of your QEP or TSA must give you the option to have any part of an eligible distribution that is reasonably expected to total \$200 or more for a year paid directly to an eligible retirement plan. This is called the direct rollover option. Under this option, all or part of the distribution can be paid directly to an IRA or another eligible retirement plan that accepts rollovers. In lieu of taking your direct rollover option you can have some or all of your payment made directly to you. If you choose the direct rollover option, no tax is withheld from any part of the distribution that is directly paid to the trustee or issuer of the other plan. If any part is paid to you, the payer of your QEP or TSA funds must withhold at least 20% of the taxable portion for federal purposes (state tax withholding may also apply).

Rollover Of Payments Made To You. Even if you have an eligible rollover distribution paid to you, you may, within 60 days, decide to roll over all or part of it to an IRA or another employer plan that accepts rollovers. The portion of your payment that is rolled over will not be taxed until you take it out of the IRA or the employer plan. You can roll over up to 100% of the eligible rollover distribution, including an amount equal to the 20% in federal tax that was withheld. If you choose to roll over 100%, you must find other money within the 60-day period to contribute to the IRA or the employer plan to replace the 20% that was withheld. On the other hand, if you roll over only the 80% that you received you will be taxed on the 20% that was withheld.

WARNING: You may also be subject to the 10% penalty tax for Premature Distributions (see, Excise Tax discussion on Page 6). Also, the effect of state income tax withholding rules should be considered.

Denial Of Rollover Treatment For Inherited IRAs. In the case of an IRA acquired by reason of the death of another individual other than your spouse, the tax-free rollover provisions do not apply. Distributions to you from such an IRA will be taxable to you. If you inherited your IRA by reason of the death of your spouse, the tax-free rollover rules do apply.

Rollover by a Non-Spouse Beneficiary. A direct transfer from a deceased employee's IRA or tax-qualified employer plan to an IRA set up to receive the distribution on your behalf can be treated as an eligible rollover distribution if you are the designated beneficiary of the plan and not the spouse of the deceased employee. The IRA is treated as an Inherited IRA. If you take a lump sum distribution paid direct to you, the Inherited IRA option is no longer available.

Transfer Incident To Divorce. Generally, the transfer of your IRA to your former spouse under a divorce decree or written incident to such divorce does not result in any amount being taxable to you and thereafter, such IRA will be owned by and for the benefit of your former spouse.

Transfer From One Trustee Or Issuer To Another. The transfer of funds in your IRA from one trustee or issuer directly to another, either at your request or your trustee's request, is not a rollover. Because this is not a distribution to you, the transfer is tax-free. Since it is not considered a rollover, it is not affected by the one-year waiting period that is required between rollovers.

DISTRIBUTIONS

Taxable distributions from your IRA are taxed as ordinary income regardless of their source. They are not eligible for capital gains treatment or special 5 or 10 year averaging rules that apply to lump-sum distributions from QEPs.

Required Minimum Distributions Before Death. You are required to take a minimum distribution from your IRA not later than April 1 following the calendar year in which you reach age 70-1/2 (i.e., your so-called "required beginning date"). For subsequent years distribution must be made on or before December 31. By the required beginning date you may elect to have the accumulated value of your IRA distributed in a single sum payment or in a series of periodic payments that are made at least once a year and that will last for your lifetime (or your life expectancy), or your lifetime and your beneficiary's lifetime (or life expectancies). All or a portion of your required distribution may be satisfied by utilizing the partial surrender provision of your annuity (IRA) contract. Partial surrenders exceeding the amount allowed free by the contract may be subject to a surrender penalty.

Calculation of Required Minimum Distributions. Life expectancy is determined using the tables in Q&A-1 of §1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the tables corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the tables corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for each subsequent year.

OTHER REQUIRED MINIMUM DISTRIBUTION RULES

The owner of more than one IRA may take minimum distributions from one of his or her IRAs and satisfy the RMD rules for all IRAs. Distributions from Roth IRAs, 403(b) and QEP accounts may not be used to satisfy the RMD rules for a Traditional IRA.

We must report the amount of the RMD to you or offer to help you compute the RMD. Also, we must report to the IRS each year that RMDs are due under an IRA.

For Inherited IRA's the designated beneficiary is determined on September 30 of the calendar year following the calendar year

of the IRA owner's death. In order to be a designated beneficiary, an individual must be a beneficiary as of the date of death.

Required Distributions After Death. If you die on or after your required beginning date, the entire remaining interest in your IRA must be distributed to your beneficiary(ies) at least as rapidly as distributions were being made to you. If you die before your required beginning date, the entire remaining interest in your IRA will be distributed at least as rapidly as follows:

- (1) If the designated beneficiary is someone other than the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the individual's death, or, if elected, in accordance with paragraph (3) below.
- (2) If the individual's sole designated beneficiary is the individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the individual's death (or by the end of the calendar year in which the individual would have attained age 70 1/2, if later), over such spouse's life, or, if elected, in accordance with paragraph (3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (3) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.
- (3) If there is no designated beneficiary, or if applicable by operation of paragraph (1) or (2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the individual's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (2) above).

Estate Tax. The value of your IRA will be included in your gross estate for purposes of determining whether your estate owes federal estate tax when you die. A beneficiary may be able to claim a deduction for estate tax resulting from certain distributions from an IRA. The beneficiary can deduct the estate tax paid on any part of a distribution that is income in respect of a decedent. He or she can take the deduction for the tax year the income is reported. A beneficiary should consult a professional tax advisor regarding his or her situation.

Gift Tax. Generally, the revocable designation by you of a beneficiary to receive a survivor benefit after your death is not considered a gift subject to gift tax. An irrevocable designation of a beneficiary may not be exempt from gift tax. You should consult your professional tax advisor regarding your situation.

EXCISE TAXES

This section briefly highlights the various Federal Excise Taxes that may apply to your IRA.

Premature Distributions. If you are under age 59-1/2 and receive an IRA distribution, an additional tax of 10% will apply, unless the distribution is made on account of your death; disability; a qualifying rollover; a direct transfer; the timely withdrawal of an excess contribution, if the distribution is part of a series of substantially equal periodic payments (at least annual payments) made over your life expectancy or the joint life expectancy of you and your beneficiary made on account of amounts paid during the taxable year for medical care which are deductible as itemized expenses; made to an unemployed taxpayer after separation from employment, for health insurance premiums, if certain conditions are met; due to an IRS levy of the qualified plan; or a qualified reservist distribution. Withdrawals for certain qualified education expenses and for first time home buyers may also be exempt from the tax. This additional tax will apply only to the portion of a distribution which is includible in your income.

Excess Contributions. An excise tax is imposed upon any excess contribution you make to your IRA that is not withdrawn by the due date of your return (including extensions). This tax will apply to each year an excess remains in your IRA. An excess contribution is any contribution amount which exceeds your contribution limit, excluding rollover and direct transfer amounts. Your contribution limit is the maximum contribution set forth in Section 4 of the IRC Requirements.

Minimum Distribution. A 50% excise tax will generally be imposed on an under-distribution representing the difference between the required minimum distribution (see Distributions) for the tax year in question and the amount actually paid out to you. This tax is to be paid by the individual to whom the minimum payments should have been made. For example, if the required minimum distribution payment that you should have received is \$1,000 for the taxable year and you only receive \$600, an excise tax of \$200 (50% of the \$400 under payment) must be paid by you.

Tax Reporting. You must file Form 5329 with the IRS when any additional or excise taxes are due.

PROHIBITED TRANSACTIONS

IRAs are subject to the prohibited transaction rules of IRC §4975. You will be treated as the creator of the IRA with respect to these provisions. A typical prohibited transaction might involve you borrowing the income or corpus from the contract. If you engage in a prohibited transaction, your IRA will lose its tax exempt status. This will be effective as of the first day of the tax year in which the prohibited transaction occurs. Once your IRA loses its exempt status, you are required to include its value in your taxable income for that tax year. This value is determined as of the first day of the tax year in which the prohibited transaction occurred. Prohibited transactions include: the sale, exchange or leasing of any property between the plan and a party-in-interest; lending of money or any other extension of credit to a party-in-interest; furnishing of goods, services or facilities between the IRA and a party-in-interest; transfer to or use for the benefit of a party-in-interest of the income or assets of the IRA; act by a party-in-interest who is a fiduciary whereby he/she deals with the income or assets of the IRA in his/her own interest or for his/her own account; or receipt of any consideration for his/her own personal account by any party-in-interest who is a fiduciary dealing with the IRA in connection with a transaction involving the income or assets of the IRA.

Borrowing. In general, if you borrow any money from your IRA or use any portion of your IRA as security for a loan, the annuity will cease to qualify as a tax exempt IRA as of the first day of the taxable year such action was taken and for all taxable years thereafter. You will be required to include in gross income the fair market value of the IRA.

SIMPLIFIED EMPLOYEE PENSION PLANS

If an IRA has been set up in connection with a Simplified Employee Pension Plan established by your employer for the benefit of its employees (SEP-IRA), certain additional conditions and limitations apply. Under a SEP-IRA, an employer makes contributions to an IRA for each of its eligible employees. Many of the requirements pertaining to a SEP-IRA are the same as for a regular IRA. However, certain important differences should be carefully noted. For example, under a SEP-IRA, the employer may make contributions to each eligible employee's IRA in an amount up to 25% of eligible compensation (as limited by IRS rules) or \$52,000 in 2014 and \$53,000 in 2015, whichever is less. SEP-IRA contributions are deductible by employers in accordance with applicable tax rules. Even if your employer makes a SEP-IRA contribution you may make your own IRA contribution if you are allowed to (see Tax Deduction and Eligibility). Your employer is required to provide you with information which describes the terms of your employer's SEP-IRA plan.

STATUS OF APPROVAL

The annuity policy **has not** been approved as to form for use as an IRA by the IRS. The IRS approval is a determination only as to the form of the annuity and does not represent a determination of the merits of such annuity.

FINANCIAL DISCLOSURE

We have included, as part of this Disclosure Statement, a PROJECTION of the accumulation value of an IRA assuming the factors set forth on the PROJECTION. Hopefully, the PROJECTION is informative, but the accumulation values shown are only estimates and are not guaranteed. See PROJECTION, attached.

OTHER

You may obtain further information on IRAs from your District Office of the IRS. In particular, you may wish to obtain Publication 590-A (Contributions to Individual Retirement Arrangements (IRAs)) and Publication 590-B (Distributions from Individual Retirement Arrangements (IRAs)). These publications are available from your local IRS office, on the IRS's Internet Website at www.IRS.gov, or by calling 1-800-TAX-FORMS.

The issuer of an IRA shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as prescribed by the Commissioner of Internal Revenue.

PLEASE REMEMBER, THE FOREGOING DISCUSSION IS ONLY A SIMPLE GUIDE. ATHENE RECOMMENDS THAT YOU OBTAIN COMPETENT INDEPENDENT TAX ADVICE REGARDING YOUR TAX SITUATION.

Athene Life Insurance Company of New York

FINANCIAL DISCLOSURE

If your IRA or Roth IRA Annuity is to be funded with a Single Contribution, please refer to Table 1. If your IRA or Roth IRA Annuity is to be funded with Multiple Contributions, please refer to Table 2.

TABLE 1

Table 1 shows Projected Minimum Cash Surrender Values at the end of select contract years assuming no withdrawals and an initial one-time contribution of \$1,000 paid at contract issuance. For purposes of this Financial Disclosure, the Projected Minimum Cash Surrender Values are calculated at 87.5% of paid premiums accumulated at 1.0% annually. To the extent your annuity provides for surrender or withdrawal charges, such charges are reflected in the values shown in Table 1 below. In some instances, optional riders for a charge, may reduce the Projected Minimum Cash Surrender Value. See the specific product brochure Disclosure Summary or Certificate of Disclosure for more details.

End of Contract Year	Paid Premiums*	Projected Minimum Cash Surrender Value	End of Contract Year	Paid Premiums*	Projected Minimum Cash Surrender Value	End of Contract Year	Paid Premiums*	Projected Minimum Cash Surrender Value
1	1,000.00	883.75	26	0.00	1,133.35	51	0.00	1,453.44
2	0.00	892.59	27	0.00	1,144.68	52	0.00	1,467.98
3	0.00	901.51	28	0.00	1,156.13	53	0.00	1,482.66
4	0.00	910.53	29	0.00	1,167.69	54	0.00	1,497.48
5	0.00	919.63	30	0.00	1,179.37	55	0.00	1,512.46
6	0.00	928.83	31	0.00	1,191.16	56	0.00	1,527.58
7	0.00	938.12	32	0.00	1,203.07	57	0.00	1,542.86
8	0.00	947.50	33	0.00	1,215.10	58	0.00	1,558.29
9	0.00	956.97	34	0.00	1,227.25	59	0.00	1,573.87
10	0.00	966.54	35	0.00	1,239.53	60	0.00	1,589.61
11	0.00	976.21	36	0.00	1,251.92	61	0.00	1,605.51
12	0.00	985.97	37	0.00	1,264.44	62	0.00	1,621.56
13	0.00	995.83	38	0.00	1,277.09	63	0.00	1,637.78
14	0.00	1,005.79	39	0.00	1,289.86	64	0.00	1,654.15
15	0.00	1,015.85	40	0.00	1,302.76	65	0.00	1,670.70
16	0.00	1,026.01	41	0.00	1,315.78	66	0.00	1,687.40
17	0.00	1,036.27	42	0.00	1,328.94	67	0.00	1,704.28
18	0.00	1,046.63	43	0.00	1,342.23	68	0.00	1,721.32
19	0.00	1,057.10	44	0.00	1,355.65	69	0.00	1,738.53
20	0.00	1,067.67	45	0.00	1,369.21	70	0.00	1,755.92
21	0.00	1,078.34	46	0.00	1,382.90	71	0.00	1,773.48
22	0.00	1,089.13	47	0.00	1,396.73	72	0.00	1,791.21
23	0.00	1,100.02	48	0.00	1,410.70	73	0.00	1,809.12
24	0.00	1,111.02	49	0.00	1,424.80	74	0.00	1,827.22
25	0.00	1,122.13	50	0.00	1,439.05	75	0.00	1,845.49

*Paid Premiums are determined after deducting applicable premium taxes, if any.

More information regarding Guaranteed Surrender Values can be found in the annuity contract that you purchased. This information should be reviewed carefully and any questions should be directed immediately to your agent through whom the annuity contract was purchased.

TABLE 2

Table 2 shows Projected Minimum Cash Surrender Values at the end of select contract years assuming an initial \$1,000 contribution paid at contract issuance, an additional \$1,000 contribution paid on the first day of each subsequent contract year and no withdrawals. For purposes of this Financial Disclosure, the Projected Minimum Cash Surrender Values are calculated at 87.5% of first year paid premiums accumulated at 1.0% annually plus 87.5% of second year and after paid premiums accumulated at 1.0% annually. To the extent your annuity provides for surrender or withdrawal charges, such charges are reflected in the values shown in Table 2 below. In some instances, optional riders for a charge, may reduce the Projected Minimum Cash Surrender Value. See the specific product brochure Disclosure Summary or Certificate of Disclosure for more details.

End of Contract Year	Premium Paid*	Total Premium Paid*	Projected Minimum Cash Surrender Value	End of Contract Year	Premium Paid*	Total Premium Paid*	Projected Minimum Cash Surrender Value	End of Contract Year	Premium Paid*	Total Premium Paid*	Projected Minimum Cash Surrender Value
1	1,000.00	1,000.00	883.75	26	1,000.00	26,000.00	26,093.28	51	1,000.00	51,000.00	58,422.78
2	1,000.00	2,000.00	1,776.34	27	1,000.00	27,000.00	27,237.96	52	1,000.00	52,000.00	59,890.76
3	1,000.00	3,000.00	2,677.85	28	1,000.00	28,000.00	28,394.09	53	1,000.00	53,000.00	61,373.42
4	1,000.00	4,000.00	3,588.38	29	1,000.00	29,000.00	29,561.78	54	1,000.00	54,000.00	62,870.90
5	1,000.00	5,000.00	4,508.01	30	1,000.00	30,000.00	30,741.15	55	1,000.00	55,000.00	64,383.36
6	1,000.00	6,000.00	5,436.84	31	1,000.00	31,000.00	31,932.31	56	1,000.00	56,000.00	65,910.94
7	1,000.00	7,000.00	6,374.96	32	1,000.00	32,000.00	33,135.38	57	1,000.00	57,000.00	67,453.80
8	1,000.00	8,000.00	7,322.46	33	1,000.00	33,000.00	34,350.49	58	1,000.00	58,000.00	69,012.09
9	1,000.00	9,000.00	8,279.44	34	1,000.00	34,000.00	35,577.74	59	1,000.00	59,000.00	70,585.96
10	1,000.00	10,000.00	9,245.98	35	1,000.00	35,000.00	36,817.27	60	1,000.00	60,000.00	72,175.57
11	1,000.00	11,000.00	10,222.19	36	1,000.00	36,000.00	38,069.19	61	1,000.00	61,000.00	73,781.08
12	1,000.00	12,000.00	11,208.16	37	1,000.00	37,000.00	39,333.63	62	1,000.00	62,000.00	75,402.64
13	1,000.00	13,000.00	12,203.99	38	1,000.00	38,000.00	40,610.72	63	1,000.00	63,000.00	77,040.41
14	1,000.00	14,000.00	13,209.78	39	1,000.00	39,000.00	41,900.58	64	1,000.00	64,000.00	78,694.57
15	1,000.00	15,000.00	14,225.63	40	1,000.00	40,000.00	43,203.33	65	1,000.00	65,000.00	80,365.26
16	1,000.00	16,000.00	15,251.64	41	1,000.00	41,000.00	44,519.12	66	1,000.00	66,000.00	82,052.67
17	1,000.00	17,000.00	16,287.90	42	1,000.00	42,000.00	45,848.06	67	1,000.00	67,000.00	83,756.94
18	1,000.00	18,000.00	17,334.53	43	1,000.00	43,000.00	47,190.29	68	1,000.00	68,000.00	85,478.26
19	1,000.00	19,000.00	18,391.63	44	1,000.00	44,000.00	48,545.94	69	1,000.00	69,000.00	87,216.79
20	1,000.00	20,000.00	19,459.29	45	1,000.00	45,000.00	49,915.15	70	1,000.00	70,000.00	88,972.71
21	1,000.00	21,000.00	20,537.64	46	1,000.00	46,000.00	51,298.05	71	1,000.00	71,000.00	90,746.19
22	1,000.00	22,000.00	21,626.76	47	1,000.00	47,000.00	52,694.78	72	1,000.00	72,000.00	92,537.40
23	1,000.00	23,000.00	22,726.78	48	1,000.00	48,000.00	54,105.48	73	1,000.00	73,000.00	94,346.53
24	1,000.00	24,000.00	23,837.80	49	1,000.00	49,000.00	55,530.28	74	1,000.00	74,000.00	96,173.74
25	1,000.00	25,000.00	24,959.93	50	1,000.00	50,000.00	56,969.34	75	1,000.00	75,000.00	98,019.23

*Paid Premiums are determined after deducting applicable premium taxes, if any.

More information regarding Guaranteed Surrender Values can be found in the annuity contract that you purchased. This information should be reviewed carefully and any questions should be directed immediately to your agent through whom the annuity contract was purchased.

Trust Verification



Athene.com

Mail or fax completed form to:

P.O. Box 1555, Des Moines, IA 50306-1555 Fax: 866-709-3922

Contact us:

Customer Contact Center - Tel: 888-266-8489

Athene Annuity and Life Company

7700 Mills Civic Parkway, West Des Moines, IA 50266-3862

Athene Annuity & Life Assurance Company of New York

Pearl River, NY 10965

INSTRUCTIONS - ALL SECTIONS MUST BE COMPLETED

Use this form to provide information about your Trust, including information about Trustee(s) and amended Trust dates.

A. Trust Information

Please list all existing contracts with Athene that have this Trust as owner or beneficiary.

1. Contract Number(s):

2. Full Name of Trust:

3. Contract Owner (only required if Contract Owner is not the Trust identified in #2):

4. Trust Dates:

Original Trust Date:	<input type="text"/>		
Amended Trust Dates: (if applicable)	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>	<input type="text"/>

5. State that Governs the Trust:

6. Type of Trust: (please select one)

Revocable Irrevocable

Charitable Remainder: I certify that the trust is tax-exempt as a charitable remainder annuity trust or a charitable remainder unitrust under Section 664 of the Internal Revenue Code.

7. Trust Tax Identification Number (TIN): (please select one)

The Trust Tax Identification Number (TIN) is:

The Trust does not have a separate Tax Identification Number (TIN) and the personal TIN of the First Settlor/ Grantor listed below is used.

8.	Name of Settlor/Grantor of Trust	Social Security Number	Date of Birth	Living	Deceased
	<input type="text"/>	<input type="text"/>	/ /	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="text"/>	<input type="text"/>	/ /	<input type="checkbox"/>	<input type="checkbox"/>

9. Names of ALL current Trustees (All current Trustees must sign on page 3):

Name of Trustee(s)	
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>



Trust Verification



A. Trust Information (continued)

10. Names of ALL Successor Trustees (if applicable):

11. Names of Notary and/or other Witnesses of Trust:

12. Signature required by the Trust Agreement to authenticate forms and/or request on behalf of the Trust in connection with insurance products (please check one):

ANY of the current Trustees, acting alone ALL of the Trustees, acting together

Other(explain)

--

13. Neither the insurance agent nor any person affiliated with the insurance agent is a beneficiary of the Trust.

Agree Disagree, (please attach an explanation of why the individual or individuals are named as a beneficiary of the Trust)

Note: Under the laws of most states, an agent is restricted in, or prohibited from, having a beneficial interest in a contract/policy sold by that agent, unless that agent is a family member, or has a recognized insurable interest.

B. Certification of Beneficial Owner(s)

A Beneficial Owner is an individual who will receive 25% or more of the Trust proceeds. The Beneficial Owner, if any, may or may not be the Trustee or the Grantor of the Trust.

To help the United States government fight financial crime, federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners. Athene may require a valid copy of your identification (i.e. non-expired governmental identification: driver's license, passport, etc) to purchase a contract.

A response below is required: Either check the box or enter information for at least one beneficial owner.

Check here if no individual will receive 25% or more of the Trust proceeds. If checked, go to Section C

Name	Date of Birth	Social Security Number	For Foreign Person(s): Passport Number and Country of Issuance or other similar identification number ¹

¹ In lieu of a passport number, foreign persons may also provide an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.



C. Certifications by Trustee(s)

The Trustee(s) states and agrees that:

- The Trust, if named owner, is authorized under the terms of the Trust to purchase and/or hold insurance on the life of any insured/annuitant. If named beneficiary, the Trust is authorized to receive proceeds as provided under the terms of the insurance policy and/or annuity contract. I/We have also determined the insurance product is appropriate for the Trust's purpose and the terms of the insurance product conforms to the income distribution requirements, if any, of the Trust.
- I/We certify that the Company may rely solely on this Verification and the information provided for policy/contract administration purposes and the Company has no obligation to investigate the terms of the Trust or the authority of the Trustee(s). The Company expressly denies responsibility regarding the use and applications of any payments made to the Trust by the Trustee(s) and the Trustee(s) will hold the Company harmless from any action the Company takes at the direction of the Trustee(s).
- The Trustee(s) understands that under Section 72(u) of the Internal Revenue Code, an annuity owned by a non-natural owner, including a trust, is generally not entitled to tax-deferred status. A non-natural owner of an annuity is entitled to tax-deferred status only if certain exceptions under Section 72(u) apply. Accordingly, the income on the contract accumulated each year may be treated as ordinary income to the owner each year, whether or not any distributions are made from the annuity. The Trustee(s) acknowledges that the Company's tax reporting obligation is limited to issuing IRS Form 1099-R to reflect distributions that actually occur during a particular tax year. The Trustee(s) further acknowledges that the income on the contract may be currently taxable to the owner whether or not the Company issues a 1099-R to the owner in a particular year, and that the amount shown on a 1099-R for a given year, if any, may not reflect the actual amount reportable by the owner as taxable income for that year. The Company is not required to calculate the income on the contract in any particular year. The Trustee(s) acknowledges that the Trustee(s) is responsible for determining the amount of income on the contract that accumulates each year, and for complying with all tax reporting requirements.
- The Trustee(s) acknowledges that this document is intended for information purposes only, does not constitute tax advice, and does not modify the terms and conditions of the contract. All Trustees should consult with a qualified tax advisor prior to entering into the contract.
- The Trustee(s) declares that each and every Trustee and Successor Trustee is bound by this certification. It is further understood that the Company may rely upon the direction of the named Trustee(s) until the Company receives written notification at its Home Office of a change of Trustee. Furthermore, the Trustee(s) agrees to notify the Company of any changes to the Trust itself that will alter the information provided in this Trust Verification.
- The Trustee(s) declare that the Trust Agreement containing the terms of the Trust, including the names of the Trustee(s) and the date of the Trust, was formed and domiciled in the United States or one of its Territories and is now in full force and effect.
- For annuity contracts and for existing life insurance policies in states requiring that insurable interest exist on the transfer of issued policies, I/we agree that the beneficial interests under the Trust are now, can and will be established only for individuals who are related to and/or have a substantial interest in the Annuitant/Insured/Proposed Insured by blood or law or hold a lawful, substantial economic interest in the continued life of the Annuitant/Insured/Proposed Insured.

The signature(s) on the following page certifies the information provided and agreed to in this Verification is true and accurate:

Note: Each Trustee named in section A, number 9 must sign below

Signature of Trustee X	Date	Signature of Trustee X	Date
Signature of Trustee X	Date	Signature of Trustee X	Date
Signature of Trustee X	Date	Signature of Trustee X	Date

Please be advised that the Company reserves the right to request and receive a copy of the Trust documents.