



P.O. Box 10343
 Des Moines, IA 50306-0343
 888-221-1234
 Fax 515-226-3129

CERTIFICATION OF TRUST AGREEMENT*

***If a Trust is listed as the Owner on Annuity Application, this Certification must be completed by the Trustee and received by American Equity together with the Trust cover page(s) and notarized signature page(s).**

CONTRACT INFORMATION

List Contract Number(s): *(Please state pending if this form is being submitted with a new application.)*

Name of Annuitant: _____

First Name MI Last Name

***If Annuitant is a person other than Grantor/Settlor, Trustee must also sign a Trust Statement of Understanding. (Form # 4268)**

Name of Joint Annuitant: _____

First Name MI Last Name

TRUST INFORMATION

Full Legal Name of Trust: _____

Trust Effective Date: _____ Trust Identification Number/Tax ID Number _____

Which state law governs this Trust? _____

Preparer of Trust _____ Preparer's Telephone Number: _____

Preparer's Address _____

Street City State Zip

GRANTOR/TRUSTEE INFORMATION

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

First Name MI Last Name

First Name MI Last Name

Name/Address of Trustee(s) _____

First Name MI Last Name

Street City State Zip

First Name MI Last Name

Street City State Zip

Name/Address of Successor Trustee(s) _____

First Name MI Last Name

Street City State Zip

First Name MI Last Name

Street City State Zip

OWNER/BENEFICIARY INFORMATION

1. The above referenced Trust Agreement (the "Trust") requires that: *(Please mark the appropriate box.)*

all Trustees a majority of Trustees any Trustee Trust only has one Trustee

must sign documents pertaining to the above referenced Contract(s) which require a signature.

2. The insurance agent or any person affiliated with the insurance agent is not a beneficiary of the above referenced trust.

Agree Disagree

If marked disagree, please attach an explanation of why your agent or person affiliated with your agent is 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 sold by that agent, unless that agent is a family member, or has a recognized insurable interest. Additionally, our company policy prohibits our agents from serving in any capacity that may be construed as creating a direct or indirect conflict of interest with regard to a contract or contracts for which they are or have been the agent(s) of record.

3. If Annuitant is a person other than Grantor/Settlor, please state the relationship of Annuitant to Grantor/Settlor:

Spouse Child Grandchild Other _____ N/A

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

5. Type of Trust: Intervivos (Living Trust): Revocable Irrevocable

Testamentary

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

CERTIFICATION OF TRUST AGREEMENT

DECLARATION BY TRUSTEE(S)

The Trustee(s) states and agrees that if the Trust is named as owner, it is authorized under the terms of the Trust to purchase and hold insurance; that if the Trust is named as beneficiary of the Contract(s), it is authorized to receive insurance proceeds. The Trustee(s) represents that they have determined the suitability of the Contract(s) for the Trust and its conformance to income distribution requirements of the Trust Agreement and to applicable federal and state law.

The Trustee(s) agrees that American Equity's sole obligation is to perform under the terms of the Contract(s). The Trustee(s) also agrees that American Equity may rely on the signature(s) of the Trustee(s) on behalf of the Trust in the same regard as if they were the actual owner or beneficiary of the Contract(s); American Equity may rely solely on the Certification as well as the statements and representations made in the application, as a basis for issuing and/or performing obligations of the Contract(s) and determining the Trust is in effect and the information provided is accurate; American Equity has no obligation to investigate the terms of the Trust or the authority of the Trustee(s) and will not be accountable for knowledge about the terms of the Trust beyond this Certification; American Equity expressly denies responsibility regarding the use and application of any payments to the Trustee(s).

The Trustee(s) declares they have had an opportunity to consult with their own independent legal, tax and trust advisors concerning the appropriateness of the Contract(s) for the Trust and they have the authority to execute this Agreement and bind the Trust to the terms therein. Furthermore, they will, as Trustee(s), and on behalf of the Trust, hold American Equity and its agents, employees, and other representatives harmless from any action American Equity takes at the direction of the Trustee(s).

The Trustee(s) declares, solely in its capacity as trustee, and not individually, and on behalf of the Trust, that each and every Trustee and successor Trustee are bound by this declaration. It is further understood that American Equity may rely upon the direction of the named Trustee(s) and any named successor Trustee(s) until American Equity receives written notification at its Home Office, of a change of Trustee. The Trustee(s) agrees to notify American Equity within a reasonable time after such a change occurs.

The Trustee(s) further acknowledges and agrees that:

- (a) Neither American Equity or its agents are authorized to recommend or sell Trusts while acting in their capacity as an agent for American Equity and that any trust recommendation should be provided by a qualified advisor;
- (b) Neither American Equity or any of its agents, employees or representatives are authorized to give tax or legal advice;
- (c) The Trustee(s) has not relied upon any representation or advice of any of American Equity's agents, employees or representatives with respect to the terms or validity of the Trust or the utilization of the Trust as the owner and/or beneficiary of the Contract(s);
- (d) The purchase of the Contract(s) is not required in conjunction with the establishment of the Trust and that any fees, costs and/or expenses associated with the establishment of the Trust are independent of any premium paid for the purchase of the Contract(s).

Note: The number of Trustees indicated in Question 1 must sign below.

_____	_____	_____
Trustee Signature/Title	Phone Number	Date
_____	_____	_____
Trustee Signature/Title	Phone Number	Date
_____	_____	_____
Trustee Signature/Title	Phone Number	Date
_____	_____	_____
Trustee Signature/Title	Phone Number	Date

For Corporate Trustee(s)

Name & Title/Capacity of Signatory: _____

Trustee Name _____
(Please Print or Type)

Signature/Title	Phone Number	Date
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RETURN COMPLETED FORM TO:

American Equity Investment Life Insurance Company
P.O. Box 10343
Des Moines, IA 50306-0343

OVERNIGHT MAIL ADDRESS:

American Equity Investment Life Insurance Company
6000 Westown Pkwy
West Des Moines, IA 50266-5921