



American Equity Investment Life Insurance Company®
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Certification of Entity Ownership

This form authorizes a non-individual, other than a trust, to purchase or own a non-qualified annuity contract from American Equity Investment Life Insurance Company (the "Company") and take any and all contractually permitted actions on an annuity contract. The entity listed below is referred to as the "Entity" throughout this form. Trusts should complete the Company's Certification of Trust form and not this Certification of Entity Ownership form.

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

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

SECTION 1: ENTITY INFORMATION

Please see additional instructions on Page 4 to assist you in completing this section.

Legal Name of Entity _____

If Entity does business by another name (DBA), state so here: _____

State of Organization _____

Date of Entity establishment (date of Entity organization/incorporation) _____

Is Entity currently active and in good standing according to the laws of the state of its organization? Yes No

Entity must be active and in good standing to purchase or own an annuity contract.

Type of entity (please select one):

Corporation

Partnership

Limited Liability Company (LLC):

If the Entity is an LLC, please also indicate its tax classification: Corporation Partnership

Sole proprietorship/ single member LLC/ other disregarded tax entity

Other: Please describe the type of entity: _____

Is the Annuitant a current officer of the Entity? Yes No

The annuitant must be an officer of Entity. Joint annuitants are not permitted.

SECTION 2 TAXATION

I understand that, under the Internal Revenue Code (IRC), an annuity contract owned by a non-individual is generally not eligible for tax deferral on its accrued income, unless an exception applies. Instead, the income under the contract is taxable to the owner each year, even if the income is not actually withdrawn from the contract. If the Entity is subject to federal income tax, the Entity is responsible for including the amount of income on the contract each year in its taxable income, regardless of whether the Company is required to tax report the gain in the contract each year or whether the Company actually provides any such tax reporting.

Please check this box to indicate you have read and understand the above statement.

SECTION 3: STATEMENT OF UNDERSTANDING REGARDING ANNUITY DEATH BENEFIT

I understand the Entity may not change the annuitant after the annuity is issued, even if the annuitant is no longer an officer or employee of Entity. The death benefit becomes payable upon the death of the annuitant.

Please check this box to indicate you have read and understand the above statement.

NOT COMPLETE WITHOUT ALL PAGES.

SECTION 4: CERTIFICATIONS**THIS SECTION CONTAINS A WAIVER AND RELEASE OF LIABILITY. PLEASE READ CAREFULLY BEFORE SIGNING.**

The undersigned authorized individual(s) of Entity, by signing this form, acknowledges, certifies and agrees that:

1. The information provided on this form is complete and accurate. The Entity is currently in duly organized, active and in good standing under the laws of its state of organization.
2. I/We are duly authorized to act on behalf of Entity and have the requisite power and authority to exercise all rights associated with the ownership of an annuity contract, including the rights to purchase, surrender, and withdraw funds from the annuity. Further, each named authorized individual has been duly and expressly authorized to act independently and without the consent of the other listed authorized individuals on behalf of the Entity. The Company will only release information or honor instruction from an individual identified on this form, or an updated form, as an authorized signer. In the event more than one authorized individual is named, Company may rely on the signature or instruction from any one authorized individual, unless instructed otherwise.
3. The Company has no obligation to investigate the accuracy of the information on this form or the authority of the authorized individual(s), including, specifically, whether the authorized individuals are permitted to act independently and without the consent of the other authorized individuals. The Company is relying solely on accuracy of the information provided on this form and not on any information contained in any Entity documents or resolutions, and is not accountable for knowledge about the Entity beyond the information provided on this form.
4. Each authorized individual is executing this form and all other paperwork required by the Company in his/her official capacity as an officer or authorized signer of the Entity, regardless of whether the authorized individual actually indicates such on the signature line. The Company is permitted to accept any paperwork signed by any person listed on this form as authorized individuals as being executed by an officer or other authorized signer of the Entity.
5. The annuitant of the annuity is a current officer of Entity or Entity otherwise has an insurable interest in the life of the annuitant under applicable state law. I/We further acknowledge and understand that the annuitant may not be changed after the annuity contract is issued, regardless of the annuitant's future status as an officer or employee or Entity. Upon the death of the annuitant, the Company will pay the death benefit to the designated beneficiary in accordance with the terms of the annuity contract.
6. In general, under Section 72(u) of the IRC, an annuity owned by a non-individual is not entitled to tax-deferred status, unless the non-individual owner is acting merely as an agent for a natural person. Accordingly, if the Entity is subject to federal income tax, it is required to include in its taxable income each year the "income on the contract" for the year as defined under section 72(u)(2) of the IRC. The Entity is responsible for including such amounts as income on its income tax return each year, irrespective of whether the Company is required to tax report any amount relating to the gain in the contract each year or whether the Company in fact provides any such tax reporting. I/We acknowledge and agree that the Company is not responsible for any adverse tax consequences.
7. Tax-exempt entities are generally exempt from federal income taxation; however, they are subject to taxation on their unrelated business taxable income (UBTI), as defined under Sections 511 through 514 of the IRC. I/We agree that, if Entity is a tax-exempt entity, Entity should consult its own tax advisor regarding the UBTI treatment of any income attributable to ownership of the annuity, including receipt of any "unrelated debt-financed income." I/We further understand that, if Entity is a tax-exempt entity, Entity is responsible for including any UBTI amounts as income on its income tax return each year, regardless of whether the Company is required to tax report UBTI or whether the Company actually provides any such tax reporting.
8. The purchase of the annuity is not for the purpose of funding any qualified plan or non-qualified deferred compensation plan.
9. The Company may rely upon the direction of the authorized individual(s) listed under Section 5 of this form until the Company receives written notification at its home office, of a change to the authorized individual(s). The authorized individual(s) agrees to notify the Company within a reasonable time after such a change occurs.
10. I/We have consulted with or have had the opportunity to consult with an attorney or other qualified professional regarding the legal and tax consequences of purchasing an annuity.
11. Each of the undersigned authorized individuals, jointly and severally, individually and on behalf of the Entity, indemnifies the Company (including the Company's agents, officers and employees) and agrees to hold the Company harmless against all obligations, demands, losses or liabilities (including attorney's fees) that the Company incurs, suffers, or pays as a result of the Company's reliance on the information provided in this form and/or any actions taken by or at the direction of the authorized individual(s). This indemnification shall survive the termination of the annuity contract.

SECTION 5: AUTHORIZED INDIVIDUALS AND SIGNATURES

The following authorized individuals are officers of the Entity and are each authorized to transact business or otherwise take action on this annuity contract on behalf of Entity. If the Entity has a duly executed resolution listing the names of individuals authorized to act on behalf of the Entity, you may submit that with this form. At least one authorized individual must also sign this form.

Authorized Individual #1

Full Name: _____ Signature: _____

Title: _____ Date: _____

Phone Number: _____ Email: _____

Authorized Individual #2

Full Name: _____ Signature: _____

Title: _____ Date: _____

Phone Number: _____ Email: _____

Authorized Individual #3

Full Name: _____ Signature: _____

Title: _____ Date: _____

Phone Number: _____ Email: _____

Authorized Individual #4

Full Name: _____ Signature: _____

Title: _____ Date: _____

Phone Number: _____ Email: _____

INSTRUCTIONS

Submit this form when a non-individual (other than a trust) is purchasing a new annuity contract or the ownership of an existing annuity contract is being transferred to a non-individual. Trusts should complete the Company’s Certification of Trust form and not this Certification of Entity Ownership form. The Company is relying on the accuracy of the information you are providing on this form. You should consult a qualified legal advisor prior to completing this form.

COMPLETING SECTION 1 (ENTITY INFORMATION)

Entity Name: The legal name of the Entity as shown on the Entity’s tax return or the legal document that created the Entity. If the Entity does business under a different name, list that on the line for the Entity’s DBA (“doing business as”) name. If the Entity does not have a DBA name, leave that line blank.

State of Organization: Please list the state under the laws of which the Entity was created. This may be different than the state in which the Entity is currently located or in which the Entity does business.

Entity Type: Select the box showing how the Entity is legally organized.

If the Entry is a(n)....	...then select the box for:
<ul style="list-style-type: none"> • C-Corporation • S-Corporation 	Corporation
<ul style="list-style-type: none"> • Sole proprietorship • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes • Disregarded entity for U.S. federal tax purposes 	Sole proprietorship/ single member LLC/ other disregarded tax entity
<ul style="list-style-type: none"> • Limited liability company (LLC) with more than one member • Single-member LLC where the sole member is NOT an individual 	Limited Liability Company (LLC); you must indicate whether the LLC is treated as a partnership or corporation for federal tax purposes
Partnership	Partnership
<ul style="list-style-type: none"> • Unincorporated association or organization • Non-individual that does not fall into one of the above categories <p>Examples: unincorporated cities or towns, HOAs, trade or labor unions, churches or religious organizations, cemetery associations, and foundations</p>	Other

FAQS

Who is required to sign Company forms when a non-individual is the owner?

One or more officers of the Entity may be designated on this form as authorized individuals to sign all Company paperwork on behalf of the Entity. Authorized individuals should always include the their title after their signature to indicate they are acting on behalf of the Entity. For example: *Jane Doe, president*. If the Entity is purchasing a new annuity, the annuitant will also need to sign the annuity application.

When a non-individual entity is the owner of a Company annuity, who may be the annuitant?

The annuitant must be a current officer of the Entity. Joint annuitants are not permitted.

When is the death benefit payable?

We will pay the death benefit when the annuitant passes away. The same entity that owns the annuity contract must also be named as the sole beneficiary of the annuity contract. Please contact your insurance agent or the Company if you have questions about how the death benefit will be paid.

Are there restrictions on the types of non-individual entities that may purchase a Company annuity?

We will not issue an annuity to the following types of non-individuals: estates, employer-sponsored retirement plans (including deferred compensation plans and Rabbi trusts), government-sponsored retirement plans, or structured settlements.