

HEARINGS UNIT
Fax: (360) 664-2782

Patricia D. Petersen
Chief Hearing Officer
(360) 725-7105

Kelly A. Cairns
Paralegal
KellyC@OIC.wa.gov.
(360) 725-7002

In the Matter of:

)
) NO. 11-0276
)

ALAN G. HAUGEN,

) **LIST OF EXHIBITS**
)

) Licensee.
)
)

LIST OF EXHIBITS

- ✓ 1. Hearings File
- ✓ 2. OIC Exh 1 - Windsor Plng Group business card
- ✓ 3. OIC Exh 2 - Group Annuity Application IL (R. Bell)
- ✓ 4. OIC Exh 3 - IL Annuity Group Certificate (R. Bell)
- ✓ 5. OIC Exh. 4 - IL Annuity Application (G. Bell)
- ✓ 6. OIC Exh. 5 - IL Annuity Group Certificate (G. Bell)
- ✓ 7. OIC Exh 6 - Application for American National Ins. Annuity (R. Bell)
- ✓ 8. OIC Exh 7 - Application for American Nat'l Ins. Annuity (G. Bell)
- ✓ 9. OIC Exh 8 - American Nat'l Replacement Form - Feb. 2003 (R. Bell)
- ✓ 10. OIC Exh 9. " " " " Oct 23, 2003 (R. Bell)

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No. 11-0276

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- ✓ 10. DIC Exh. 10 - Replacement Form - American Nat'l Ins. - Feb 5, 2003 (G. Bell)
- ✓ 11. DIC Exh. 11 - Contract for Benchmark 10 Group Annuity - (G. Bell)
- ✓ 12. DIC Exh. 12 - Remi Bell's Benchmark 10 group Annuity
- ✓ 13. DIC Exh. 13 - Annuity Application for First Trust (R. Bell)
- ✓ 14. DIC Exh. 14 - Fidelity + Guaranty ^{Life} Replacement form (R. Bell) (Colorado form)
- ✓ 15. DIC Exh. 15 - Fidelity + Guaranty ^{Life} Annuity Contract (R. Bell) (Colorado)
- ✓ 16. DIC Exh. 16 - First Trust Rollover Form (G. Bell)
- ✓ 17. DIC Exh. 17 - First Trust Annuity Application (G. Bell)
- ✓ 18. DIC Exh. 18 - Old Mutual Annuity Application (not used)
- ✓ 19. DIC Exh. 19 - Fidelity + Guaranty Life Replacement Form (G. Bell) (Colorado)
- ✓ 20. DIC Exh. 20 - blank replacement form
- ✓ 21. DIC Exh. 21 - American Nat'l Replacement Form - Nov 5, 2003 (R. Bell)
see Ex. 8+9
- ✓ 22. DIC Exh. 22 - Quick Facts prepared by Vic Overholt
- 23. _____
- 24. _____
- 25. _____
- 26. _____

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Windsor Planning Group
Estate Planning Consultants

ALAN G. HAUGEN, CEP
Certified Estate Planner

1-800-924-1585

1725 Pt. Woodworth Dr. NE, Tacoma, WA 98422 • 253-924-1585

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Application is made to **IL Annuity and Insurance Company** ("the Company" herein)

Administrative Office: Post Office Box 7873, San Francisco, CA 94120-7873
 418 East 2nd Avenue, Rome, GA 30161

To be completed by Administrative Office:
Date Received: **AUG 24 1999**
Certificate #: [REDACTED]
Group #: [REDACTED]

GROUP ANNUITY APPLICATION

PLEASE PRINT AND USE DARK INK ONLY

SECTION I - THE PROPOSED ANNUITANT(S)

<p>Annuitant Name (print as desired on certificate) <u>Remi P Bell</u> First Middle Last</p> <p>Address <u>3085 ALKI AVE SW</u> Street <u>Seattle WA 98116</u> City State Zip</p> <p>Telephone <u>(206) 935-8241</u> Sex <input checked="" type="checkbox"/> M <input type="checkbox"/> F <input type="checkbox"/></p> <p>S.S.N. [REDACTED] Age <u>21</u></p> <p>D.O.B. [REDACTED] Birth State <u>WA</u> Mo Day Yr</p> <p>Marital Status <u>M</u> State of Issue <u>WA</u></p>	<p>Joint Annuitant (not applicable to qualified certificate) Name (print as desired on certificate) _____ First Middle Last</p> <p>Address _____ Street _____ City State Zip</p> <p>Telephone () Sex <input type="checkbox"/> M <input type="checkbox"/> F <input type="checkbox"/></p> <p>S.S.N. _____ Age _____</p> <p>D.O.B. _____ Birth State _____ Mo Day Yr</p> <p>Marital Status _____</p>
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SECTION II - THE APPLICANT (OWNER)

Complete this Section if Owner(s) is(are) other than Annuitant(s)

<p>Owner Information* Name _____ First Middle Last</p> <p>Address _____ Street _____ City State Zip</p> <p>Telephone () Sex <input type="checkbox"/> M <input type="checkbox"/> F <input type="checkbox"/></p> <p>S.S.N. or Tax ID No. _____</p> <p>Date of Birth _____ Mo Day Yr</p> <p>Relationship to Proposed Annuitant _____</p> <p><small>*If owner is trust, include name, date and trustee(s).</small></p>	<p><input type="checkbox"/> Joint Owner* Name _____ First Middle Last</p> <p>Address _____ Street _____ City State Zip</p> <p>Telephone () Sex <input type="checkbox"/> M <input type="checkbox"/> F <input type="checkbox"/></p> <p>S.S.N. or Tax ID No. _____</p> <p>Date of Birth _____ Mo Day Yr</p> <p>Relationship to Proposed Annuitant _____</p> <p><small>*with right of survivorship unless stated otherwise.</small></p>
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SECTION III - THE BENEFICIARY [If beneficiary is trust, include name, date and trustee(s).]

<u>GERALDINE</u> <u>Geraldine Bell</u>	Primary Beneficiary	Relationship	(%)
		<u>Spouse</u>	<u>100</u>
<u>KAREN HOFFMAN</u> <u>Thomas Bell</u>	Contingent Beneficiary	Relationship	(%)
		<u>Daughter</u> <u>son</u>	<u>Share</u> <u>equal</u>

OVERNIGHTED

SECTION IV — THE PLAN

Group: Redwood Trust Product Name: Vision Mark

Total Initial Premium: \$ _____

Cash With Application Amount: \$ _____

Transfer Amount: \$ 222,000 (+0.00)

Non-Qualified

Tax Qualified: Type: IRA OR SEP-IRA

Contribution

Direct Transfer

Rollover

Other: _____

Maturity Date (when benefit payments begin): _____ (May not be less than 10 years from effective date.) If no date is specified, the maturity date will be the anniversary nearest annuitant's 100th birthday.

Initial Cash Value Strategy Selection		
Strategy Name:	<u>Guaranteed Convertible Bond Strategy</u>	<u>100%</u> %
Strategy Name:		%
Strategy Name:		%

SPECIAL INSTRUCTIONS

HOME OFFICE CHANGES (Not for use in West Virginia or Pennsylvania)

This annuity contract will will not replace insurance or an annuity with any company. (If replacement is indicated, a Comparison and Disclosure Statement, if required, has been provided.)

The Company will invest its general account assets at its sole discretion and no one will have the right to direct the Company concerning the investments owned by the Company. The Producer has no authority to make, modify, alter or discharge any contract. Acceptance of any contract issued on this application will ratify changes noted by the Company in the space titled "Home Office Changes" and a copy of the changed application attached to the contract will be sufficient notice of these changes. I(we) hereby authorize and direct the Company to accept and act on any and all telephone transfer, withdrawal, loan and or service instructions from any person who can furnish proper identification, including the social security number or tax ID number and personal security code of the Owner.

I(we) agree to hold harmless and indemnify the Company and its affiliates and their directors, officers, employees and agents for any losses, liabilities, costs or expenses arising from acting on such instructions when believed to be genuine. I(we) understand that my(our) telephone calls to you may be recorded for our mutual protection and consent to such recording.

All statements and answers on this application are full, complete and true. I(we) certify: (1) the taxpayer identification number(s) shown on this form is(are) correct; (2) the IRS has not notified me(us) that I(we) am(are) currently subject to backup withholding; and (3) I(we) am(are) responsible for payment of Federal Income Tax on the taxable portion of withdrawals, if any, and that I(we) may be subject to tax penalties under estimated tax payment rules if my(our) payments of estimated tax and withholding, if any, are not adequate.

Dated at Seattle, WA this 20 day of Aug, 1999

Remi P Bell
 Signature of Owner
 If Owner is not an individual, print name (i.e. Trust Name and Trust Date)

Signature of Joint Owner

[Signature]
 Signature of Witness

By: _____
 Signature Title of Authority of Owner
 (i.e. Trustee Signature, Trustee)

Alan Hagan / James Hinson
 Name of Producer (Licensed Insurance Agent)

201 - 200
 Producer Number

IL Annuity and Insurance Company
Administrative Office: P.O. Box 7873, San Francisco, CA 94120-7873

AMENDMENT TO APPLICATION

I, Remi P. Bell, hereby amend my application dated the 20th day of August 1999, as follows:

ANNUITANT ADDRESS: 3085 Alki Avenue, SW
Seattle, WA 98116

PRIMARY BENEFICIARY: Geraldine K. Bell, Spouse, 100%

CONTINGENT BENEFICIARY: Karen Hoffman, Daughter,
Aimee Bell, Daughter,
Thomas Bell, Son, Share Equally

GROUP: RGT II/First Security Financial Services, Inc.

PRODUCT NAME: VisionMark Annuity

TOTAL INITIAL PREMIUM: \$207,000.00

TRANSFER AMOUNT: \$207,000.00

TAX QUALIFIED: TYPE: IRA: Direct Transfer

I agree that these changes shall be an amendment to and form a part of the original application and of the certificate issued, if any. I also agree that these changes shall be binding on any person who shall have or claim any interest under such certificate.

Dated at Seattle WA, this 26 day of Oct, 19 99
(City and State)

Signed Remi P Bell
(Owner)

Witness [Signature]

Certificate No. [REDACTED]

RECEIVED

DEC 02 1999

LEGACY MARKETING GROUP

✓3

IL Annuity and Insurance Company

Home Office: 2960 N. Meridian Street, P. O. Box 7149, Indianapolis, IN 46207-7149
Administrative Office: Post Office Box 7873, San Francisco, California 94120-7873 • Telephone (800) 274-3179

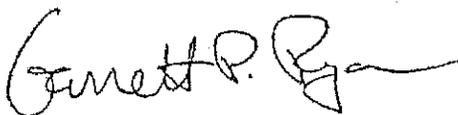
FLEXIBLE PREMIUM DEFERRED ANNUITY GROUP CERTIFICATE

READ YOUR CERTIFICATE CAREFULLY

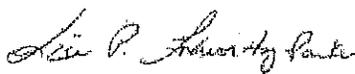
10 DAY FREE LOOK - At any time during the 10 day period following receipt of this Certificate, the Owner may cancel this Certificate by returning it to the Company or to the representative of the Company from whom this Certificate was purchased. A full refund of all premiums paid will be made by the Company within 15 days after the Company receives such returned Certificate. Upon such return, this Certificate will be void.

IL Annuity and Insurance Company (hereinafter "the Company") will make the payments and provide the benefits described in this Certificate in consideration for the payment by the Owner of premiums when due.

Upon the death of the Annuitant before the Maturity Date, or the death of both joint Annuitants in the event this Certificate provides joint Annuitants as shown on the Data Page, the Company will pay the Beneficiary the Death Benefit. No death proceeds are payable on the death of the first Annuitant, and all references to the Annuitant in the context of benefits payable upon death shall mean the last of such Annuitants to die. Payment will be made on receipt of due proof of the Annuitant's death (each of the Annuitant's death, in the case of joint Annuitants) and surrender of this Certificate.



President



Secretary

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DATA PAGE
 IL Annuity and Insurance Company
 VisionMark Annuity

Name: REMI BELL
 Age: 71

Premium Paid: \$207,000

Issue Date: 09/22/1999
 Effective Date: 09/17/1999
 Certificate #: XXXXXXXXXX
 Group #: XXXXXXXXXX

(Qualified)
 Maturity Date: 09/17/2028

Year	Illustrated Annuity Cash Value*	Illustrated Surrender Value*	Guaranteed Annuity Cash Value**	Guaranteed Surrender Value**
1 71	219,420	199,672	214,245	194,963
2 72	232,585	213,746	221,744	203,782
3 73	246,540	228,789	229,505	212,980
4 74	261,333	244,869	237,537	222,572
5 75	277,013	262,054	245,851	232,575
6 76	293,633	280,420	254,456	243,005
7 77	311,251	300,046	263,362	253,881
8 78	329,927	321,019	272,579	265,220
9 79	349,722	343,427	282,120	277,042
10 80	370,705	367,369	291,994	289,366
11 81	392,948	392,948	302,214	302,214
12 82	416,525	416,525	312,791	312,791
13 83	441,516	441,516	323,739	323,739
14 84	468,007	468,007	335,070	335,070
15 85	496,088	496,088	346,797	346,797
16 86	525,853	525,853	358,935	358,935
17 87	557,404	557,404	371,498	371,498
18 88	590,848	590,848	384,500	384,500
19 89	626,299	626,299	397,958	397,958
20 90	663,877	663,877	411,886	411,886
21 91	703,710	703,710	426,302	426,302
22 92	745,932	745,932	441,223	441,223
23 93	790,688	790,688	456,666	456,666
24 94	838,129	838,129	472,649	472,649
25 95	888,417	888,417	489,192	489,192
26 96	941,722	941,722	506,313	506,313
27 97	998,226	998,226	524,034	524,034
28 98	1,058,119	1,058,119	542,376	542,376
29 99	1,121,606	1,121,606	561,359	561,359

Current tax laws state that payouts on qualified plans must start by age 70 1/2 (unless requirement is already met).

*Illustrated values are neither guarantees nor estimates but are based on an interest rate of 6.00%.

**Guaranteed values assume the guaranteed cumulative minimum earnings rate of 3.50% is credited over the life of the Certificate.

The year end values above assume that the illustrated premiums are paid annually in advance. The guaranteed cumulative minimum earnings are net earnings over the life of the Certificate after deduction of the administrative charge.

The amount available upon surrender or withdrawal is the Surrender Value (the Annuity Cash Value of such premium payment less any applicable Surrender Charge of 10% of Annuity Cash Value in year one, declining by 1% per annum to 1% of Annuity Cash Value in year ten), subject to any applicable Market Value Adjustment, retroactive adjustment of interest previously credited, and/or other adjustments. The Guaranteed Surrender Value above assumes a Market Value Adjustment of zero, no retroactive adjustment of interest previously credited, or other adjustments. In no event will the amount payable upon surrender be less than the Guaranteed Surrender Value shown above, adjusted to reflect any prior withdrawals.

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GENERAL PROVISIONS

The Contract The Policy and the application of the Policyholder constitute the entire annuity contract between the Company and the Policyholder.

Effective Date Coverage provided by the Certificate is effective as of the Effective Date shown on the Certificate Data Page. Certificate years and anniversaries are determined from the Effective Date.

Authority To Change No one except the President or Secretary of the Company may change or waive any of the terms of the Policy. Any change must be in writing and signed by the President or the Secretary of the Company.

Incontestability The Company will not contest the Certificate after it has been in force during the lifetime of the Annuitant for a period of two years following the Effective Date. All statements made in an application are representations and not warranties. No statement will be used to challenge the validity of the coverage or to deny a claim unless made in the application, a copy of which is attached to the Certificate.

Misstatement of Age and Sex If the age or sex of the Annuitant has been misstated, benefits will be adjusted to give effect to the true age and sex. Age will be calculated as of the last birthday.

Assignment The Certificate may be assigned. No assignment will bind the Company unless a copy of the properly executed instrument of assignment is received and recorded at the Company's Administrative Office. The Company is not responsible for the form or effect of any assignment.

Owner Owner means Certificate Owner. If no Owner is named on the Certificate, the Annuitant will be the Owner. If no Owner is named and there are joint Annuitants, the joint Annuitants will be joint Owners. In the event joint Owners are named, all elections and other actions which may be taken by the Owner or Annuitant pursuant to the terms of the Certificate require joint action of both such persons. Absent such joint action, the election or other action of one Owner will be ineffective. During the Annuitant's life, the Owner has all rights under the Certificate prior to the Maturity Date, except that if a Beneficiary has been named irrevocably, the Owner may not change the Beneficiary without the Beneficiary's prior written consent. If the Owner dies and no new Owner is named, the Owner's estate will be the new Owner. All the Owner's rights under the Certificate expire on the Maturity Date.

Death of Owner In order for the Certificate to be treated as an annuity for Federal Income Tax purposes, distributions hereunder must comply with the following:

1. If the Owner dies before the Maturity Date the entire interest in the Certificate shall be distributed within five (5) years of the date of death, unless the legatee from the Owner's estate elects to take distributions commencing within one year of the date of death. Distributions must be paid over the legatee's lifetime or for a period not extending beyond the legatee's life expectancy. If the Owner's legatee is the surviving spouse of the Owner, the Owner's legatee may elect to continue the Certificate as if he or she was the Owner.
2. If the Owner dies after the Maturity Date, any remaining interest in the Certificate must be distributed at least as rapidly as the method being used as of the date of death.
3. Any election to accept annuity payments in lieu of a lump sum payment must be made within sixty (60) days of when the Company receives due proof of death.

Death Benefit Upon Death of Annuitant The Company will provide a benefit to the Beneficiary(ies) if the Annuitant(s) dies before the Maturity Date.

Issue Age 74 or below:

The death benefit will be the Annuity Cash Value as of the date of death if the Issue Age of at least one Annuitant and at least one Owner is 74 or below.

Issue Age 75 and above:

The death benefit will be the Surrender Value if the issue age of the Annuitant(s)/Owner(s) is 75 or above. The Company guarantees that the applicable Surrender Charge will be applied only to the extent that allows a 100% return of premiums paid, less partial withdrawals.

Beneficiary If no Beneficiary is named, or if no Beneficiary survives the Annuitant, the Owner will be the Beneficiary. If two or more Beneficiaries survive the Annuitant and it is not stated how they will share in the proceeds, then each Beneficiary will share equally.

Change The Owner may transfer the Certificate or change the Beneficiary (other than a Beneficiary named irrevocably) while the Annuitant is living. A change of Owner or Beneficiary does not bind the Company unless said change is made in writing and received by the Company at its Administrative Office. Changes will be effective on the date the change request was signed, but will not apply to any action taken by the Company before it received written notice of the change.

Maturity Date The Maturity Date of the Certificate is shown on both the Application and the Data Page. The Owner may change the Maturity Date to an earlier or later date.

Terms of Annuity Payment The Annuity Cash Value of the Certificate will be applied to provide the annuity under the selected Settlement Option at

the Maturity Date. The first payment will be made on the Maturity Date.

The Company may require proof of the true age and sex of an Annuitant before making the first annuity payment. In order to receive payments, the Annuitant must be living on the Maturity Date and on the date that each subsequent payment is due. The Company may require proof from time to time that this condition has been met.

Conformity With Applicable Laws If any provision of the Certificate is in conflict with the laws of the State which governs the Certificate, such provision will be deemed to be amended to conform with such laws.

Administrative Error The Certificate states the amount of annuity benefits to be provided thereunder. No action by the Company, whether by mistake or otherwise, will convey any greater or lesser benefit other than that which was applied for, and for which premiums have been paid.

PREMIUMS; ANNUITY CASH AND SURRENDER VALUES

Premiums Certificate premiums must be made payable to IL Annuity and Insurance Company and can be paid at the Company's Administrative Office, or to a producer (licensed insurance agent) of the Company in exchange for a signed official Company receipt. The initial premium payment, as reflected on the Certificate Data Page, is due on the Effective Date. After the initial premium payment, premiums may be paid at any time during the life of the Annuitant and prior to the Maturity Date. The Company may limit the amount of premium that it will accept in any Certificate year. All premium payments, less any premium-related taxes, fees or assessments imposed by any Federal, State or Municipal taxing authority, which have not otherwise been deducted or offset, are credited to the Annuity Cash Value on the day received by the Company at its Administrative Office.

change in strategy. A description of the Cash Value Strategies then offered including transferability options and restrictions, and the current earnings rate for each, will be furnished at the time of the purchase of the Annuity.

Annuity Cash Value The Certificate guarantees that cumulative net earnings on premium payments over the life of the Certificate, after giving effect to any applicable Market Value Adjustment and/or retroactive adjustment of interest previously credited will accrue not less than 3.5% per year. Based upon the Cash Value Strategy selected the opportunity for earnings in excess of the guaranteed earnings are provided on two levels. First, the Company will guarantee for successive 12 month periods the rate of the first level of additional earnings. Second, specific to the Cash Value Strategy selected, earnings in excess of the 12 month guaranteed rate may be credited to the Annuity Cash Value monthly, and will reflect the net earnings rates available under the Cash Value Strategy selected. The Annuity Cash Value at any time is calculated as follows:

1. gross premiums received;
2. less premium-related taxes, fees or assessments imposed by any Federal, State or Municipal taxing authority which have not otherwise been deducted or offset;
3. less deductions made upon any surrender or withdrawal;
4. less any administrative charges;
5. plus guaranteed earnings and any additional earnings credited to the Annuity Cash Value based on the Cash Value Strategy selected.

Cash Value Strategies All general account Company assets are invested in the sole discretion of the Company. However, the Owner may request particular Cash Value Strategies to be used in determining the crediting rate and Market Value Adjustment for the Contract. The Company may cease to accept premiums for a specific strategy at any time. In that event, any new premiums will be accepted subject to the terms and conditions in existence for any other strategy(ies) available at that time. When the Owner effects a change in strategy, the Company reserves the right to adjust the Annuity Cash Value and therefore the Surrender Value being transferred to a different strategy by any Market Value Adjustment and/or retroactive adjustment of interest previously credited determined on the date of the

All premium payments are credited to the Annuity Cash Value on the day received by the Company at its Administrative Office.

The administrative charge will not exceed 2.5% of Annuity Cash Value per year.

Surrender Value

The Surrender Value is equal to the Annuity Cash Value, less any applicable Surrender Charge, and adjusted to reflect any applicable Market Value Adjustment and/or retroactive adjustment of interest previously credited. In no event, however, will the amount received upon surrender, as described herein, be less than the Guaranteed Surrender Value.

If the Surrender Value is reduced to below \$1,000 by a withdrawal, the Company reserves the right to pay the Surrender Value to the Owner(s) in a lump sum.

Guaranteed Surrender Value

The Guaranteed Surrender Value at any time is equal to the Annuity Cash Value calculated with cumulative net earnings of 5% per year from the Effective Date less any applicable Surrender Charge.

Market Value Adjustment and Retroactive Adjustment of Interest

In the event of a transaction such as a surrender, a withdrawal exceeding 10% of the Annuity Cash Value in any Certificate year or a change in Cash Value Strategy, adjustments may be made to the Annuity Cash Value. The nature of any such adjustment will depend on the current Cash Value Strategy. On certain Cash Value Strategies, a Market Value Adjustment will be applied. The Market Value Adjustment compares the market value of the asset base in the Cash Value Strategy at the time of a transaction, with the market value at the time any premium, to which the Annuity Cash Value is attributable, was received, and may be positive or negative. A more complete explanation of the Market Value Adjustment is available upon request. Certain other Cash Value Strategies may have a guaranteed interest rate in excess of the 3.5% guarantee for a specific period. The guarantee period may involve a retroactive adjustment of interest previously credited. The adjustment applies if the transactions described above occur outside of the 30-day period following the end of the guarantee period. In such event, the cumulative earnings will be adjusted to 3.5% retroactive to the beginning of the then current guarantee period. As new Cash Value Strategies are available, other kinds of adjustments may be applicable to the transactions described above for such Cash Value Strategies. A complete description of all the Cash Value Strategies is available upon written request.

Withdrawals

The Owner may withdraw up to 10% of the Annuity Cash Value in any Certificate year. If a withdrawal in any Certificate year exceeds 10% of the Annuity Cash Value, the amount of such excess withdrawal will be subject to any applicable Surrender Charge, Market Value Adjustment and/or retroactive adjustment of interest previously credited. The minimum amount which may be withdrawn at any time is \$500. The Company will advise the Owner of the amount of such reductions at the time the withdrawal request is made. The Company may defer payment of amounts withdrawn for up to six months.

Waiver of Surrender Charge Provisions

Long Term Care Provision—In addition to those situations set forth in the certificate, the surrender charge will not apply if the Annuitant or the Annuitant's spouse is confined to a Long Term Care Facility and has been so confined for at least 90 consecutive days.

Definitions

“Confined” means confined as an inpatient. To be covered, confinement must commence while this certificate is in force and be required by sickness or injury. Such confinement must have been upon the recommendation of a physician.

“Injury” means accidental bodily injury which is sustained while this certificate is in force.

“Sickness” means sickness or disease which first manifests itself while this certificate is in force.

“Inpatient” means a person who is confined in a Long Term Care Facility as a resident patient and for whom a charge of at least one day's room and board is made by the Long Term Care Facility.

“Physician” means a duly licensed physician. It does not include the Annuitant or the Annuitant's spouse, or the child, parent, brother or sister of either the Annuitant or the Annuitant's spouse.

“Long Term Care Facility” means a state licensed Skilled Nursing Facility or Intermediate Care Facility. Long Term Care Facility does not mean: a Hospital; a place that primarily treats drug addicts or alcoholics; a home for the aged or mentally ill, a community living center; or a place that primarily provides domiciliary, residency or retirement care; or a place owned or operated by a member of the Annuitant's immediate family.

“Skilled Nursing Facility” means a facility which is operated as a Skilled Nursing Facility according to the law of the jurisdiction in which it is located; provides skilled nursing care

Under the supervision of a physician; provides continuous 24 hours a day nursing service by or under the supervision of a registered graduate professional nurse (R.N.); and maintains a daily medical record of each patient.

"Intermediate Care Facility" means a facility which: is operated as an Intermediate Care Facility according to the law of the jurisdiction in which it is located; provides continuous 24 hours a day nursing service by or under the supervision of a registered graduate professional nurse (R.N.) or a licensed practical nurse (L.P.N.); and maintains a daily medical record of each patient.

Neither "registered graduate professional nurse" nor "licensed practical nurse" includes the Annuitant or the Annuitant's spouse, or the child, parent, brother or sister of either the Annuitant or the Annuitant's spouse.

Notice and Proof of Claim—Written notice and proof of confinement for 90 consecutive days in a Long Term Care Facility must be received at our Administrative Office prior to our waiver of surrender charges because of confinement.

Termination—This will end if the certificate terminates or is surrendered for its Annuity Cash Value.

Hospitalization Provision—In addition to those situations set forth in the certificate, the surrender charge will not apply if the Annuitant or the Annuitant's spouse is confined to a Hospital and has been so confined for at least 30 consecutive days.

Definitions

"Confined" means confined as an inpatient. To be covered, confinement must commence while this certificate is in force and be required by sickness or injury. Such confinement must have been upon the recommendation of a physician.

"Injury" means accidental bodily injury which is sustained while this certificate is in force.

"Sickness" means sickness or disease which first manifests itself while this certificate is in force.

"Inpatient" means a person who is confined in a Hospital as a resident patient and for whom a charge of at least one day's room and board is made by the Hospital.

"Physician" means a duly licensed physician. It does not include the Annuitant or the Annuitant's spouse, or the child, parent, brother or sister of either the Annuitant or the Annuitant's spouse.

"Hospital" means a facility which is state licensed and operated as a hospital according to the law of the jurisdiction in which it

is located; operates primarily for the care and treatment of sick or injured persons as inpatients; provides continuous 24 hours a day nursing service by or under the supervision of a registered graduate professional nurse (R.N.); is supervised by a staff of physicians; and has medical, diagnostic and major surgical facilities or has access to such facilities on a pre-arranged basis.

Neither "registered graduate professional nurse" nor "licensed practical nurse" includes the Annuitant or the Annuitant's spouse, or the child, parent, brother or sister of either the Annuitant or the Annuitant's spouse.

Notice and Proof of Claim—Written notice and proof of confinement for 30 consecutive days in a Hospital must be received at our Administrative Office prior to our waiver of surrender charges because of confinement.

Termination—This will end if the certificate terminates or is surrendered for its Annuity Cash Value.

Terminal Illness Provision—If the annuitant develops a Terminal Illness, you may, subject to the provisions of this certificate, withdraw a portion or the entire balance of the Annuity Cash Value prior to the Maturity Date and while the Annuitant is alive. No surrender charge will apply. The maximum withdrawal amount is the Value less \$5,000.00. The minimum partial withdrawal you can make is \$500.00. Withdrawals may not be repaid.

Definitions

"Physician" is a person currently licensed to practice medicine in the state in which the Annuitant resides or has been treated. "Physician" does not include: (1) the Annuitant or Owner; (2) a person who lives with the Annuitant or Owner; (3) a person who is related to the Annuitant or Owner by blood or marriage.

"Terminal Illness" is a non-correctable medical condition that: (1) with reasonable medical certainty, will result in the death of the Annuitant in less than six (6) months from the date of completion of the application for terminal illness benefits; and (2) was first diagnosed after the effective date of this endorsement.

Proof of Terminal Illness—You must provide us written proof of terminal illness on a form provided by us. The form must be completed by you and your physician and received by us in our Administrative Office, during your lifetime, before benefits under this endorsement are payable. The Company may request additional medical information. The Company may also, at our expense, have you examined by a physician of our choice before benefits under this endorsement are payable.

Termination—This will end if the certificate terminates or is surrendered for its Annuity Cash Value.

Minimum Required Distribution

The owner may withdraw tax qualified benefits under Section 401, Section 403, or Section 408 of the Internal Revenue Code of 1954, as amended. If a withdrawal in any Certificate year exceeds 10% of the Annuity Cash Value, the amount of such excess withdrawal will be subject to any applicable Surrender Charge, Market Value Adjustment and/or retroactive adjustment of interest previously credited.

Surrender Charge for Early Surrender and Partial Withdrawals

Except in the case of the penalty free partial withdrawal, a Surrender Charge will be applied if Annuity Cash Values are withdrawn or a Certificate is surrendered. The Surrender

Charge will be applied against the Annuity Cash Value attributable to each premium payment and will be equal to a percentage of such Annuity Cash Value based on the certificate years which have elapsed since the receipt of the underlying premium payment. The percentages charged are shown on the Data Page.

Surrender The Owner may surrender the Certificate at any time for its Surrender Value. The Company may defer payment upon surrender of the Certificate for up to six months.

Statements The Company will furnish to the Owner annually, and at any time upon request, a statement reflecting the total amount of Annuity Cash and Surrender Values.

SETTLEMENT OPTIONS

The Annuity Cash Value, less any applicable premium-related taxes, fees, or assessments imposed by any Federal, State or Municipal taxing authority, may be applied at any time after the Certificate has been in force for at least one year, to one of the Settlement Options described below. Prior to the death of the annuitant and prior to the Maturity Date, the Owner has the right to select a Settlement Option and designate the recipient of the payments. Upon the death of the Annuitant and prior to the Maturity Date, the Beneficiary has the right to select a Settlement Option and designate the recipient of the payments. At the Maturity Date, the Annuitant has the right to select a Settlement Option and designate the recipient of the payments. An election must be made in writing, and is irrevocable after payments commence.

General Provisions Relating to Settlement Options

The first payment under Option 2 or 3 is paid on the date the amount is applied to the option. The first payment under Option 1 is paid at the end of the first interest period. The first payment may be postponed for up to 10 years with the Company's consent. If so, the amount applied to the option will accumulate with compound interest at the effective rate of 3% per year. To avoid making payments of less than \$100.00 each, the Company can do either or both of the following:

1. change the payments to a quarterly, semi-annual, or annual basis; or
 2. reduce the number of payments.
- When the Owner elects an option, the Owner can withhold the Beneficiary's right to assign, encumber, or commute any unpaid amount.

Except to the extent permitted by law, unpaid amounts are not subject to any claims of a beneficiary's creditors. In no case may payments under Option 3 or 4 be commuted during the

lifetime of the payee. Payments under the other options may be commuted.

If the payee under Options 1, 2 or 3 dies after payments under the option have started, the Company will:

1. under Options 2 or 3 pay the commuted value of any unpaid payments to the payee's estate; or
2. under Option 1 pay any balance held by the Company to the payee's estate.

With the Company's consent, the option elected may provide for payment in another manner.

OPTION 1 - Interest: Interest at not less than 3% per year will be paid or will accrue on such proceeds each year for any period of time equal to or exceeding 5 years under a plan of distribution approved by the Company. The amount remaining at the end of the period will be paid in a lump sum or in another manner approved by the Company.

OPTION 2 - Fixed Payments: Payments will be made for a fixed period, from 5 to 100 years, or in a stated amount to be paid out over not less than 5 years until the proceeds and interest are fully paid.

OPTION 3 - Life Income: Payments will be made to the Annuitant, Owner or Beneficiary for his or her life. Proof of age and sex are required. Payments may be guaranteed for 5, 10, 15 or 20 years or more.

OPTION 4 - Joint Life Income 2/3 To Survivor: Payments will be made each month to the Annuitant, Owner or Beneficiary while both that person and any other payee live. Upon the first death of the Annuitants, two-thirds of the amount of each payment will be paid each month to the survivor for life. Proof of age and sex of each payee is required.

Conditions

Option 3 or 4 may be chosen only if payment is to be made to a natural person (as opposed to an entity or trust, for example). A Settlement Option is available only if the proceeds are not less than \$5,000 and the monthly installment would be not less than \$100. Minimum compound interest will be paid or accrued at 3% per year. Annuity Settlement Options are based on 1983 Individual Annuity Mortality Table with Projection Scale G. Excess interest may be paid as determined by the Company.

No payee may withdraw any amount or change the method of payment unless given the right to do so by the person electing the Settlement Option. Amounts held by the Company and payments under any Settlement Option may not be assigned. To the extent provided by law, amounts held by the Company and payments under any Settlement Option are not subject to legal process or claims of any creditor.

IF YOU HAVE ANY QUESTIONS ABOUT YOUR CERTIFICATE, CONTACT THE COMPANY'S ADMINISTRATIVE OFFICE AT 1-800-274-3179.

Application is made to the Company below ("the Company" herein):

Administrative Office:
P. O. Box 7873
San Francisco, CA 94120-7873
(800) 274-3179

IL ANNUITY AND INSURANCE COMPANY

ENDORSEMENT FOR TAX QUALIFICATION PURPOSES

In the event that the annuity to which this Endorsement is attached is to be used for tax qualified benefits provided under Section 401, Section 403, or Section 408 of the Internal Revenue Code of 1954, as amended (the "Code"), such annuity will be amended by this Endorsement which will be attached to and made a part of such annuity. Such annuity is hereby amended for all tax qualified plans as follows:

1. Except as allowed by the qualified pension or profit-sharing plan of which this annuity is a part, the Contract may not be transferred, sold, assigned, discounted or pledged, either as collateral for a loan or as security for the performance of an obligation or for any other purpose, to any person other than the company.
2. The entire Owner's interest in the benefits provided by such annuity are nonforfeitable. The immediately preceding sentence shall not be so construed as to extend to an Owner rights under such annuity which are conditioned on the payment of future premiums.
3. There shall be no Contingent Owner.
4. All benefits provided by such annuity will be exempt from the claims of creditors of the Owner to the maximum extent permitted by law.
5. The Contract shall be subject to the provisions, terms and conditions of the qualified pension or profit-sharing plan of which the Contract is a part. Any payment, distribution or transfer under the Contract shall comply with the provisions, terms, and conditions of such plan as determined by the plan administrator, trustee or other designated plan fiduciary. The Company shall be under no obligation either (a) to determine whether any such payments, distribution or transfer complies with the provisions, terms and conditions of such plan or with applicable laws, or (b) to administer such plan, including without limitation, any provisions required by the Retirement Equity Act of 1984.
6. Notwithstanding any provisions to the contrary in the Contract or the qualified pension or profit-sharing plan of which the Contract is a part, the Company reserves the right to amend or modify the Contract or Endorsement to the extent necessary to comply with any law, regulation, ruling or other requirement deemed by the Company to be necessary to establish or maintain the qualified status of such pension or profit-sharing plan.

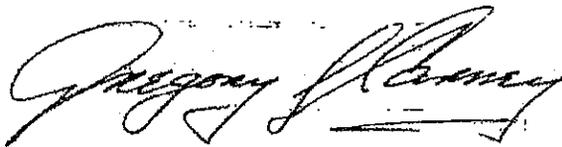
In addition to the above six paragraphs, if such annuity is issued as an Individual Retirement Annuity, the following paragraph 7 shall also apply:

7. (a) Premiums shall not be fixed.
- (b) Annual contributions on behalf of the Annuitant shall not exceed \$2,000 or such other amount authorized and approved from time to time by amendments to the Internal Revenue Code by Legislation, Regulations, or Rulings, unless the contribution is a roll over contribution, or an employer contribution to a simplified employee pension plan.
- (c) Any refund or premiums will be applied before the close of the calendar year following the year of the refund toward the payment of future premiums or the purchase of additional benefits.

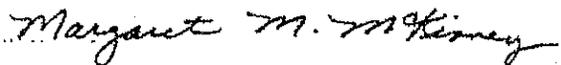
- (d) The owner's entire interest in the annuity must begin distribution no later than April 1 of the calendar year after the year in which the owner attains the age of 70 1/2 and must be distributed in compliance with minimum distribution requirements under IRC Secs. 408(a)(6), 409(b)3, and 401(a)(9).
- (e) If distributions have commenced to the Annuitant under a method of distribution which results in a balance remaining undistributed at the date of the Annuitant's death, such balance may be distributed to a Beneficiary over any period which is at least as rapid as that under the method of distribution in effect prior to the death of the Annuitant.
- (f) If distributions have not commenced to the Annuitant before his death, the entire value represented by such annuity must be distributed within five years after the date of the Annuitant's death unless:
 - (i) a portion of the Annuitant's interest represented by such annuity is payable to or for the benefit of a designated Beneficiary. The portion of such interest to which the Beneficiary is entitled will be distributed over the life of the Beneficiary (or over a period not extending beyond the life expectancy of the Beneficiary), and the distributions commence no later than one year after the Annuitant's death (or such later date as may be prescribed by regulations promulgated under the Code); or,
 - (ii) the portion of such interest to which the surviving spouse of the Annuitant is entitled will be distributed over the life of such spouse (or over a period not extending beyond the life expectancy of such spouse), and the distributions commence no later than the date on which the Annuitant would have attained age 70-1/2 if he had survived. For purposes of determining the life expectancy of the Annuitant's surviving spouse such life expectancy may (except in the case of a life annuity) be recalculated annually.

Any provision of such annuity which is inconsistent with any of the foregoing provisions of this Endorsement is hereby amended accordingly, and all other provisions of such annuity to which this Endorsement is attached shall remain in full force and effect.

IN WITNESS WHEREOF, we have by our President and Secretary, executed this Endorsement and caused the same to be effective as of the date of issue.



President



Secretary

IL ANNUITY AND INSURANCE COMPANY

Administrative Office: P.O. Box 7873, San Francisco, CA 94120-7873

STATEMENT OF ACCOUNT

VISIONMARK ANNUITY

December 17, 1999

Owner: REMI BELL
3085 ALKI AVENUE SW
SEATTLE, WA 98116

Annuitant: REMI BELL

Certificate No.: DAR0067599 Certificate Effective Date: 09/17/1999

	<u>Current Year</u>	<u>Prior Year(s)</u>
Deposit(s):	\$207,000.00	\$0.00
Withdrawal(s):	\$0.00	\$0.00
		<i>(Interest exp) / quarter</i>
		<i>X 1.02875 =</i>
Annuity Cash Value ¹ :	\$215,861.68	
Surrender Value:	\$196,434.13	
<i>Guaranteed annuity cash value</i> →	<i>208,511</i> ←	
<i>Withdrawal</i> →	<i>- 12,620</i>	
<i>Guaranteed Net Dec '99 value</i> →	<i>196,191</i>	
Cash Value Strategy	Strategy Cash Value	Annuity Cash Value
GUARANTEED CONVERTIBLE BOND	\$207,524.19	\$215,861.68

¹Sum of Strategy Cash Value with Total Return Adjustment, if applicable.

At IL Annuity we are committed to Policyholder satisfaction. These statements provide current values for your account. IL Annuity is committed to giving you the security and peace of mind that comes with owning the VisionMark annuity. As you review your account, keep in mind that your premium deposits are guaranteed to earn no less than the contractual guaranteed minimum earnings over the life of the contract.

ALAN G. HAUGEN
(253)924-1585



**IL ANNUITY
AND INSURANCE COMPANY**

A MEMBER OF THE INDIANAPOLIS LIFE GROUP OF COMPANIES

Administrative Office: P.O. Box 7873
San Francisco, CA 94120-7873
Telephone: 707-778-8638

September 22, 1999

Mr. Remi P. Bell
3085 Alki Avenue, SW
Seattle, WA 98116

Re: Remi P. Bell; Certificate No. [REDACTED]

Dear Mr. Bell:

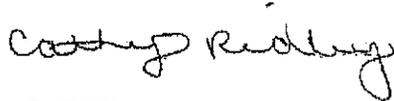
Thank you for purchasing your annuity from IL Annuity and Insurance Company. Your enclosed certificate outlines the provisions and benefits of your annuity. Please read it carefully. The transfer proceeds from a qualified account with Wedbush Morgan Securities were received on September 17, 1999 in the amount of \$207,000.00. Your annuity was credited and began earning interest the day the funds were received. Your initial Cash Value Strategy selection is:

Guaranteed Convertible Bond Strategy: This strategy is intended to credit a rate equal to that generated on investment grade convertible bonds while maintaining principal values. It is designed for those whose retirement planning horizon is long-term (5 years or more). The crediting rate for this strategy comprises two components, current earnings and a total return adjustment. Each month the strategy's cash value is credited with earnings equal to the greater of the annual excess interest rate declared for this strategy or the current earnings. The current earnings reflect the interest being earned by the general account assets, of the insurer, linked to the strategy, after deduction of the administrative charge. The total return adjustment reflects the realized and unrealized gains and losses of the general account assets to which the strategy is linked and can vary significantly from month-to-month. This total return adjustment is incurred when you access Annuity Cash Values through a withdrawal, strategy transfer or surrender.

Annuity Cash Values directed into this strategy must remain in this strategy for at least 3 years before a transfer into another strategy can be requested. After the 3 year period, you have the option of transferring a maximum of 20% of the strategy's cash values to another Cash Value Strategy each contract year. Once transfers are available, two strategy transfers may be requested each contract year or a Systematic Transfer Option may be elected. The Systematic Transfer Option will automatically transfer the strategy's cash value into another Cash Value Strategy over a five year period. If you would like current information on your Cash Value Strategy choices please contact your agent or our Policyholder Service department.

For convenient withdrawals, a 'checkbook' to access your annuity will be sent to you in approximately six weeks. You will receive quarterly statements to keep you informed of the current status of your annuity. Should you have any questions, please contact your sales representative or our Policyholder Service Department at (800) 274-3179. We appreciate the opportunity to be of service.

Sincerely,



Cathy D. Ridley
Operations Department

Certificate of Receipt and Disclosure IL Annuity and Insurance Company

CASH VALUE STRATEGY SELECTION

I have selected the following Initial Cash Value Strategy selection:

Guaranteed Convertible Bond Strategy: This strategy is intended to credit a rate equal to that generated on investment grade convertible bonds while maintaining principal values. It is designed for those whose retirement planning horizon is long-term (5 years or more). The crediting rate for this strategy comprises two components, current earnings and a total return adjustment. Each month the strategy's cash value is credited with earnings equal to the greater of the annual excess interest rate declared for this strategy or the current earnings. The current earnings reflect the interest being earned by the general account assets, of the insurer, linked to the strategy, after deduction of the administrative charge. The total return adjustment reflects the realized and unrealized gains and losses of the general account assets to which the strategy is linked and can vary significantly from month-to-month. This total return adjustment is incurred when you access Annuity Cash Values through a withdrawal, strategy transfer or surrender.

Annuity Cash Values directed into this strategy must remain in this strategy for at least 3 years before a transfer into another strategy can be requested. After the 3 year period, you have the option of transferring a maximum of 20% of the strategy's cash values to another Cash Value Strategy each contract year. Once transfers are available, two strategy transfers may be requested each contract year or a Systematic Transfer Option may be elected. The Systematic Transfer Option will automatically transfer the strategy's cash value into another Cash Value Strategy over a five year period. If you would like current information on your Cash Value Strategy choices please contact your agent or our Policyholder Service department.

FREE LOOK PERIOD

At any time during the 10-day period following receipt of this Certificate, the Owner may cancel this Certificate by returning it to the Company or to the Representative of the Company from whom this Certificate was purchased. A full refund of all premiums paid will be made by the Company within 15 days after the Company receives such returned Certificate. Upon such return this Certificate will be void.

I acknowledge that I have read this disclosure statement and I understand the description of these provisions as they apply to my application. My signature below signifies that I have received my annuity certificate. I further acknowledge that I have received the Directing Your Financial Future brochure and the Disclosure Statement for Individual Retirement Annuities.

Certificate Number: DAR0067599

Date of Delivery: 10/26/99

Signature of Certificate Owner

Remi P Bell

Alan G. Haugen, 0800000201

Producer Name and Number

Signature of Producer

Alan G. Haugen

IL Annuity and Insurance Company

P.O. Box 7873

San Francisco, CA 94120-7873

Please return immediately to the address listed above, copy to the Certificate Owner.

✓4

Application is made to **IL Annuity and Insurance Company** ("the Company" herein)

Administrative Office: Post Office Box 7873, San Francisco, CA 94120-7873
 418 East 2nd Avenue, Rome, GA 30161

To be completed by Administrative Office:
Date Received: AUG 24 1989
Certificate #: [REDACTED]
Group #: [REDACTED]

GROUP ANNUITY APPLICATION

PLEASE PRINT AND USE DARK INK ONLY

SECTION I - THE PROPOSED ANNUITANT(S)

Annuitant Name (print as desired on certificate) <u>Geraldine K. Bell</u> First Middle Last Address <u>3085 ALKI AVE SW</u> Street <u>Seattle WA 98116</u> City State Zip Telephone <u>(206) 935-8211</u> Sex M <input type="checkbox"/> F <input checked="" type="checkbox"/> S.S.N. <u>[REDACTED]</u> Age _____ D.O.B. <u>[REDACTED]</u> Birth State <u>WA</u> Mo Day Yr Marital Status <u>M</u> State of Issue <u>WA</u>	Joint Annuitant (not applicable to qualified certificate) Name (print as desired on certificate) _____ First Middle Last Address _____ Street _____ City State Zip Telephone (_____) _____ Sex M <input type="checkbox"/> F <input type="checkbox"/> S.S.N. _____ Age _____ D.O.B. _____ Birth State _____ Mo Day Yr Marital Status _____
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SECTION II - THE APPLICANT (OWNER)

Complete this Section if Owner(s) is(are) other than Annuitant(s)

Owner Information* Name _____ First Middle Last Address _____ Street _____ City State Zip Telephone (_____) _____ Sex M <input type="checkbox"/> F <input type="checkbox"/> S.S.N. or Tax ID No. _____ Date of Birth _____ Mo Day Yr Relationship to Proposed Annuitant _____ *If owner is trust, include name, date and trustee(s).	<input type="checkbox"/> Joint Owner* Name _____ First Middle Last Address _____ Street _____ City State Zip Telephone (_____) _____ Sex M <input type="checkbox"/> F <input type="checkbox"/> S.S.N. or Tax ID No. _____ Date of Birth _____ Mo Day Yr Relationship to Proposed Annuitant _____ *with right of survivorship unless stated otherwise.
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SECTION III - THE BENEFICIARY [If beneficiary is trust, include name, date and trustee(s).]

Primary Beneficiary		Relationship	(%)
<u>Remi P. Bell</u>		<u>Spouse</u>	<u>100%</u>
Contingent Beneficiary		Relationship	(%)
<u>Karen Hoffman</u>	<u>Aimee Bell</u>	<u>Daughters</u>	<u>Share</u>
<u>Thomas Bell</u>		<u>Son</u>	<u>Equal</u>

SECTION IV — THE PLAN

Group: Redwood Trust Product Name: Universal

Total Initial Premium: \$ _____

Cash With Application Amount: \$ _____

Transfer Amount: \$ 29,000 (for)

Non-Qualified

Tax Qualified: Type: IRA OR SEP-IRA

Contribution

Direct Transfer

Rollover

Other: _____

Maturity Date (when benefit payments begin): _____ (May not be less than 10 years from effective date.) If no date is specified, the maturity date will be the anniversary nearest annuitant's 100th birthday.

Initial Cash Value Strategy Selection		
Strategy Name:	<u>Guaranteed Convertible Bond Strategy</u>	<u>100</u> %
Strategy Name:		%
Strategy Name:		%

SPECIAL INSTRUCTIONS

HOME OFFICE CHANGES (Not for use in West Virginia or Pennsylvania)

This annuity contract will will not replace insurance or an annuity with any company. (If replacement is indicated, a Comparison and Disclosure Statement, if required, has been provided.)

The Company will invest its general account assets at its sole discretion and no one will have the right to direct the Company concerning the investments owned by the Company. The Producer has no authority to make, modify, alter or discharge any contract. Acceptance of any contract issued on this application will ratify changes noted by the Company in the space titled "Home Office Changes" and a copy of the changed application attached to the contract will be sufficient notice of these changes. I(we) hereby authorize and direct the Company to accept and act on any and all telephone transfer, withdrawal, loan and or service instructions from any person who can furnish proper identification, including the social security number or tax ID number and personal security code of the Owner.

I(we) agree to hold harmless and indemnify the Company and its affiliates and their directors, officers, employees and agents for any losses, liabilities, costs or expenses arising from acting on such instructions when believed to be genuine. I(we) understand that my(our) telephone calls to you may be recorded for our mutual protection and consent to such recording.

All statements and answers on this application are full, complete and true. I(we) certify: (1) the taxpayer identification number(s) shown on this form is(are) correct; (2) the IRS has not notified me(us) that I(we) am(are) currently subject to backup withholding; and (3) I(we) am(are) responsible for payment of Federal Income Tax on the taxable portion of withdrawals, if any, and that I(we) may be subject to tax penalties under estimated tax payment rules if my(our) payments of estimated tax and withholding, if any, are not adequate.

Dated at Seattle, WA this 20 day of Aug, 1999

[Signature]
Signature of Owner

[Signature]
Signature of Joint Owner

[Signature]
Signature of Witness

If Owner is not an individual, print name (i.e. Trust Name and Trust Date)

By: _____
Signature Title of Authority of Owner
(i.e. Trustee Signature, Trustee)

[Signature] / [Signature]
Name of Producer (Licensed Insurance Agent)

200 / 201
Producer Number

IL Annuity and Insurance Company
Administrative Office: P.O. Box 7873, San Francisco, CA 94120-7873

APPLICATION CLARIFICATION

CERTIFICATE NO.: [REDACTED]

NAME OF OWNER: GERALDINE K. BELL

ANNUITANT ADDRESS: 3085 ALKI AVENUE, SW
SEATTLE, WA 98116

ANNUITANT AGE: 73

STATE OF ISSUE: WA

CONTINGENT BENEFICIARY: KAREN HOFFMAN, DAUGHTER,
AIMEE BELL, DAUGHTER,
THOMAS BELL, SON, SHARE EQUALLY

GROUP: RGT II/FIRST SECURITY FINANCIAL SERVICES, INC.

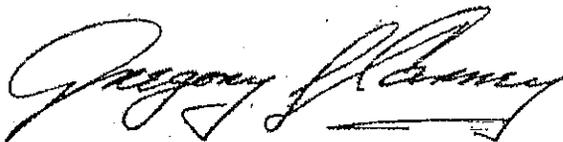
PRODUCT NAME: VISIONMARK ANNUITY

TOTAL INITIAL PREMIUM: \$27,555.59

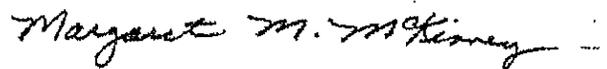
TRANSFER AMOUNT: \$27,555.59

TAX QUALIFIED: TYPE: IRA: DIRECT TRANSFER

PRODUCER NUMBER: 200 / 201



President



Secretary

15

IL Annuity and Insurance Company

Home Office: 2960 N. Meridian Street, P. O. Box 7149, Indianapolis, IN 46207-7149
Administrative Office: Post Office Box 7873, San Francisco, California 94120-7873 • Telephone (800) 274-3179

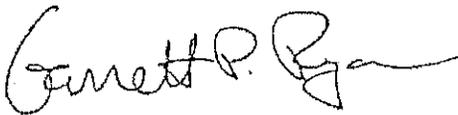
FLEXIBLE PREMIUM DEFERRED ANNUITY GROUP CERTIFICATE

READ YOUR CERTIFICATE CAREFULLY

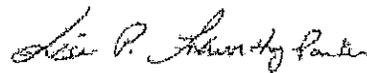
10 DAY FREE LOOK - At any time during the 10 day period following receipt of this Certificate, the Owner may cancel this Certificate by returning it to the Company or to the representative of the Company from whom this Certificate was purchased. A full refund of all premiums paid will be made by the Company within 15 days after the Company receives such returned Certificate. Upon such return, this Certificate will be void.

IL Annuity and Insurance Company (hereinafter "the Company") will make the payments and provide the benefits described in this Certificate in consideration for the payment by the Owner of premiums when due.

Upon the death of the Annuitant before the Maturity Date, or the death of both joint Annuitants in the event this Certificate provides joint Annuitants as shown on the Data Page, the Company will pay the Beneficiary the Death Benefit. No death proceeds are payable on the death of the first Annuitant, and all references to the Annuitant in the context of benefits payable upon death shall mean the last of such Annuitants to die. Payment will be made on receipt of due proof of the Annuitant's death (each of the Annuitant's death, in the case of joint Annuitants) and surrender of this Certificate.



President



Secretary

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DATA PAGE
 IL Annuity and Insurance Company
 VisionMark Annuity

Name: GERALDINE BELL
 Age: 73

Premium Paid: \$27,555.59

Issue Date: 09/22/1999
 Effective Date: 09/17/1999
 Certificate #: XXXXXXXXXX
 Group #: XXXXXXXXXX

(Qualified)
 Maturity Date: 09/17/2026

Year	Illustrated Annuity Cash Value*	Illustrated Surrender Value*	Guaranteed Annuity Cash Value**	Guaranteed Surrender Value**
1 73	29,209	26,580		
2 74	30,961	28,454	28,520	25,953
3 75	32,819	30,456	29,518	27,127
4 76	34,788	32,597	30,551	28,352
5 77	36,876	34,884	31,621	29,629
6 78	39,088	37,329	32,727	30,960
7 79	41,433	39,942	33,873	32,349
8 80	43,919	42,734	35,058	33,796
9 81	46,555	45,717	36,285	35,306
10 82	49,348	48,904	37,555	36,879
11 83	52,309	52,309	38,870	38,520
12 84	55,447	55,447	40,230	40,230
13 85	58,774	58,774	41,638	41,638
14 86	62,301	62,301	43,096	43,096
15 87	66,039	66,039	44,604	44,604
16 88	70,001	70,001	46,165	46,165
17 89	74,201	74,201	47,781	47,781
18 90	78,653	78,653	49,453	49,453
19 91	83,372	83,372	51,184	51,184
20 92	88,375	88,375	52,976	52,976
21 93	93,677	93,677	54,830	54,830
22 94	99,298	99,298	56,749	56,749
23 95	105,255	105,255	58,735	58,735
24 96	111,571	111,571	60,791	60,791
25 97	118,265	118,265	62,918	62,918
26 98	125,361	125,361	65,121	65,121
27 99	132,883	132,883	67,400	67,400
			69,759	69,759

Current tax laws state that payouts on qualified plans must start by age 70 1/2 (unless requirement is already met).

*Illustrated values are neither guarantees nor estimates but are based on an interest rate of 6.00%.

**Guaranteed values assume the guaranteed cumulative minimum earnings rate of 3.50% is credited over the life of the Certificate.

The year end values above assume that the illustrated premiums are paid annually in advance. The guaranteed cumulative minimum earnings are net earnings over the life of the Certificate after deduction of the administrative charge.

The amount available upon surrender or withdrawal is the Surrender Value (the Annuity Cash Value of such premium payment less any applicable Surrender Charge of 10% of Annuity Cash Value in year one, declining by 1% per annum to 1% of Annuity Cash Value in year ten), subject to any applicable Market Value Adjustment, retroactive adjustment of interest previously credited, and/or other adjustments. The Guaranteed Surrender Value above assumes a Market Value Adjustment of zero; no retroactive adjustment of interest previously credited, or other adjustments. In no event will the amount payable upon surrender be less than the Guaranteed Surrender Value shown above, adjusted to reflect any prior withdrawals.

PLAN: ARGHTO

STATE: WA/(IL Annuity and Insurance Company)

IAN1-CT0396-10-0

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GENERAL PROVISIONS

The Contract The Policy and the application of the Policyholder constitute the entire annuity contract between the Company and the Policyholder.

Effective Date Coverage provided by the Certificate is effective as of the Effective Date shown on the Certificate Data Page. Certificate years and anniversaries are determined from the Effective Date.

Authority To Change No one except the President or Secretary of the Company may change or waive any of the terms of the Policy. Any change must be in writing and signed by the President or the Secretary of the Company.

Incontestability The Company will not contest the Certificate after it has been in force during the lifetime of the Annuitant for a period of two years following the Effective Date. All statements made in an application are representations and not warranties. No statement will be used to challenge the validity of the coverage or to deny a claim unless made in the application, a copy of which is attached to the Certificate.

Misstatement of Age and Sex If the age or sex of the Annuitant has been misstated, benefits will be adjusted to give effect to the true age and sex. Age will be calculated as of the last birthday.

Assignment The Certificate may be assigned. No assignment will bind the Company unless a copy of the properly executed instrument of assignment is received and recorded at the Company's Administrative Office. The Company is not responsible for the form or effect of any assignment.

Owner Owner means Certificate Owner. If no Owner is named on the Certificate, the Annuitant will be the Owner. If no Owner is named and there are joint Annuitants, the joint Annuitants will be joint Owners. In the event joint Owners are named, all elections and other actions which may be taken by the Owner or Annuitant pursuant to the terms of the Certificate require joint action of both such persons. Absent such joint action, the election or other action of one Owner will be ineffective. During the Annuitant's life, the Owner has all rights under the Certificate prior to the Maturity Date, except that if a Beneficiary has been named irrevocably, the Owner may not change the Beneficiary without the Beneficiary's prior written consent. If the Owner dies and no new Owner is named, the Owner's estate will be the new Owner. All the Owner's rights under the Certificate expire on the Maturity Date.

Death of Owner In order for the Certificate to be treated as an annuity for Federal Income Tax purposes, distributions hereunder must comply with the following:

1. If the Owner dies before the Maturity Date the entire interest in the Certificate shall be distributed within five (5) years of the date of death, unless the legatee from the Owner's estate elects to take distributions commencing within one year of the date of death. Distributions must be paid over the legatee's lifetime or for a period not extending beyond the legatee's life expectancy. If the Owner's legatee is the surviving spouse of the Owner, the Owner's legatee may elect to continue the Certificate as if he or she was the Owner.
2. If the Owner dies after the Maturity Date, any remaining interest in the Certificate must be distributed at least as rapidly as the method being used as of the date of death.
3. Any election to accept annuity payments in lieu of a lump sum payment must be made within sixty (60) days of when the Company receives due proof of death.

Death Benefit Upon Death of Annuitant The Company will provide a benefit to the Beneficiary(ies) if the Annuitant(s) dies before the Maturity Date.

Issue Age 74 or below:

The death benefit will be the Annuity Cash Value as of the date of death if the Issue Age of at least one Annuitant and at least one Owner is 74 or below.

Issue Age 75 and above:

The death benefit will be the Surrender Value if the issue age of the Annuitant(s)/Owner(s) is 75 or above. The Company guarantees that the applicable Surrender Charge will be applied only to the extent that allows a 100% return of premiums paid, less partial withdrawals.

Beneficiary If no Beneficiary is named, or if no Beneficiary survives the Annuitant, the Owner will be the Beneficiary. If two or more Beneficiaries survive the Annuitant and it is not stated how they will share in the proceeds, then each Beneficiary will share equally.

Change The Owner may transfer the Certificate or change the Beneficiary (other than a Beneficiary named irrevocably) while the Annuitant is living. A change of Owner or Beneficiary does not bind the Company unless said change is made in writing and received by the Company at its Administrative Office. Changes will be effective on the date the change request was signed, but will not apply to any action taken by the Company before it received written notice of the change.

Maturity Date The Maturity Date of the Certificate is shown on both the Application and the Data Page. The Owner may change the Maturity Date to an earlier or later date.

Terms of Annuity Payment The Annuity Cash Value of the Certificate will be applied to provide the annuity under the selected Settlement Option at

the Maturity Date. The first payment will be made on the Maturity Date.

The Company may require proof of the true age and sex of an Annuitant before making the first annuity payment. In order to receive payments, the Annuitant must be living on the Maturity Date and on the date that each subsequent payment is due. The Company may require proof from time to time that this condition has been met.

Conformity With Applicable Laws If any provision of the Certificate is in conflict with the laws of the State which governs the Certificate, such provision will be deemed to be amended to conform with such laws.

Administrative Error The Certificate states the amount of annuity benefits to be provided thereunder. No action by the Company, whether by mistake or otherwise, will convey any greater or lesser benefit other than that which was applied for, and for which premiums have been paid.

PREMIUMS; ANNUITY CASH AND SURRENDER VALUES

Premiums Certificate premiums must be made payable to IL Annuity and Insurance Company and can be paid at the Company's Administrative Office, or to a producer (licensed insurance agent) of the Company in exchange for a signed official Company receipt. The initial premium payment, as reflected on the Certificate Data Page, is due on the Effective Date. After the initial premium payment, premiums may be paid at any time during the life of the Annuitant and prior to the Maturity Date. The Company may limit the amount of premium that it will accept in any Certificate year. All premium payments, less any premium-related taxes, fees or assessments imposed by any Federal, State or Municipal taxing authority, which have not otherwise been deducted or offset, are credited to the Annuity Cash Value on the day received by the Company at its Administrative Office.

Cash Value Strategies All general account Company assets are invested in the sole discretion of the Company. However, the Owner may request particular Cash Value Strategies to be used in determining the crediting rate and Market Value Adjustment for the Contract. The Company may cease to accept premiums for a specific strategy at any time. In that event, any new premiums will be accepted subject to the terms and conditions in existence for any other strategy(ies) available at that time. When the Owner effects a change in strategy, the Company reserves the right to adjust the Annuity Cash Value and therefore the Surrender Value being transferred to a different strategy by any Market Value Adjustment and/or retroactive adjustment of interest previously credited determined on the date of the

change in strategy. A description of the Cash Value Strategies then offered including transferability options and restrictions, and the current earnings rate for each, will be furnished at the time of the purchase of the Annuity.

Annuity Cash Value The Certificate guarantees that cumulative net earnings on premium payments over the life of the Certificate, after giving effect to any applicable Market Value Adjustment and/or retroactive adjustment of interest previously credited will accrue not less than 3.5% per year. Based upon the Cash Value Strategy selected the opportunity for earnings in excess of the guaranteed earnings are provided on two levels. First, the Company will guarantee for successive 12 month periods the rate of the first level of additional earnings. Second, specific to the Cash Value Strategy selected, earnings in excess of the 12 month guaranteed rate may be credited to the Annuity Cash Value monthly, and will reflect the net earnings rates available under the Cash Value Strategy selected. The Annuity Cash Value at any time is calculated as follows:

1. gross premiums received;
2. less premium-related taxes, fees or assessments imposed by any Federal, State or Municipal taxing authority which have not otherwise been deducted or offset;
3. less deductions made upon any surrender or withdrawal;
4. less any administrative charges;
5. plus guaranteed earnings and any additional earnings credited to the Annuity Cash Value based on the Cash Value Strategy selected.

All premium payments are credited to the Annuity Cash Value on the day received by the Company at its Administrative Office.

The administrative charge will not exceed 2.5% of Annuity Cash Value per year.

Surrender Value

The Surrender Value is equal to the Annuity Cash Value, less any applicable Surrender Charge, and adjusted to reflect any applicable Market Value Adjustment and/or retroactive adjustment of interest previously credited. In no event, however, will the amount received upon surrender, as described herein, be less than the Guaranteed Surrender Value.

If the Surrender Value is reduced to below \$1,000 by a withdrawal, the Company reserves the right to pay the Surrender Value to the Owner(s) in a lump sum.

Guaranteed Surrender Value

The Guaranteed Surrender Value at any time is equal to the Annuity Cash Value calculated with cumulative net earnings of 5% per year from the Effective Date less any applicable Surrender Charge.

Market Value Adjustment and Retroactive Adjustment of Interest

In the event of a transaction such as a surrender, a withdrawal exceeding 10% of the Annuity Cash Value in any Certificate year or a change in Cash Value Strategy, adjustments may be made to the Annuity Cash Value. The nature of any such adjustment will depend on the current Cash Value Strategy. On certain Cash Value Strategies, a Market Value Adjustment will be applied. The Market Value Adjustment compares the market value of the asset base in the Cash Value Strategy at the time of a transaction, with the market value at the time any premium, to which the Annuity Cash Value is attributable, was received, and may be positive or negative. A more complete explanation of the Market Value Adjustment is available upon request. Certain other Cash Value Strategies may have a guaranteed interest rate in excess of the 3.5% guarantee for a specific period. The guarantee period may involve a retroactive adjustment of interest previously credited. The adjustment applies if the transactions described above occur outside of the 30-day period following the end of the guarantee period. In such event, the cumulative earnings will be adjusted to 3.5% retroactive to the beginning of the then current guarantee period. As new Cash Value Strategies are available, other kinds of adjustments may be applicable to the transactions described above for such Cash Value Strategies. A complete description of all the Cash Value Strategies is available upon written request.

Withdrawals

The Owner may withdraw up to 10% of the Annuity Cash Value in any Certificate year. If a withdrawal in any Certificate year exceeds 10% of the Annuity Cash Value, the amount of such excess withdrawal will be subject to any applicable Surrender Charge, Market Value Adjustment and/or retroactive adjustment of interest previously credited. The minimum amount which may be withdrawn at any time is \$500. The Company will advise the Owner of the amount of such reductions at the time the withdrawal request is made. The Company may defer payment of amounts withdrawn for up to six months.

Waiver of Surrender Charge Provisions

Long Term Care Provision—In addition to those situations set forth in the certificate, the surrender charge will not apply if the Annuitant or the Annuitant's spouse is confined to a Long Term Care Facility and has been so confined for at least 90 consecutive days.

Definitions

“Confined” means confined as an inpatient. To be covered, confinement must commence while this certificate is in force and be required by sickness or injury. Such confinement must have been upon the recommendation of a physician.

“Injury” means accidental bodily injury which is sustained while this certificate is in force.

“Sickness” means sickness or disease which first manifests itself while this certificate is in force.

“Inpatient” means a person who is confined in a Long Term Care Facility as a resident patient and for whom a charge of at least one day's room and board is made by the Long Term Care Facility.

“Physician” means a duly licensed physician. It does not include the Annuitant or the Annuitant's spouse, or the child, parent, brother or sister of either the Annuitant or the Annuitant's spouse.

“Long Term Care Facility” means a state licensed Skilled Nursing Facility or Intermediate Care Facility. Long Term Care Facility does not mean: a Hospital; a place that primarily treats drug addicts or alcoholics; a home for the aged or mentally ill, a community living center; or a place that primarily provides domiciliary, residency or retirement care; or a place owned or operated by a member of the Annuitant's immediate family.

“Skilled Nursing Facility” means a facility which is operated as a Skilled Nursing Facility according to the law of the jurisdiction in which it is located; provides skilled nursing care

under the supervision of a physician; provides continuous 24 hours a day nursing service by or under the supervision of a registered graduate professional nurse (R.N.); and maintains a daily medical record of each patient.

"Intermediate Care Facility" means a facility which: is operated as an Intermediate Care Facility according to the law of the jurisdiction in which it is located; provides continuous 24 hours a day nursing service by or under the supervision of a registered graduate professional nurse (R.N.) or a licensed practical nurse (L.P.N.); and maintains a daily medical record of each patient.

Neither "registered graduate professional nurse" nor "licensed practical nurse" includes the Annuitant or the Annuitant's spouse, or the child, parent, brother or sister of either the Annuitant or the Annuitant's spouse.

Notice and Proof of Claim-Written notice and proof of confinement for 90 consecutive days in a Long Term Care Facility must be received at our Administrative Office prior to our waiver of surrender charges because of confinement.

Termination-This will end if the certificate terminates or is surrendered for its Annuity Cash Value.

Hospitalization Provision—In addition to those situations set forth in the certificate, the surrender charge will not apply if the Annuitant or the Annuitant's spouse is confined to a Hospital and has been so confined for at least 30 consecutive days.

Definitions

"Confined" means confined as an inpatient. To be covered, confinement must commence while this certificate is in force and be required by sickness or injury. Such confinement must have been upon the recommendation of a physician.

"Injury" means accidental bodily injury which is sustained while this certificate is in force.

"Sickness" means sickness or disease which first manifests itself while this certificate is in force.

"Inpatient" means a person who is confined in a Hospital as a resident patient and for whom a charge of at least one day's room and board is made by the Hospital.

"Physician" means a duly licensed physician. It does not include the Annuitant or the Annuitant's spouse, or the child, parent, brother or sister of either the Annuitant or the Annuitant's spouse.

"Hospital" means a facility which is state licensed and operated as a hospital according to the law of the jurisdiction in which it

is located; operates primarily for the care and treatment of sick or injured persons as inpatients; provides continuous 24 hours a day nursing service by or under the supervision of a registered graduate professional nurse (R.N.); is supervised by a staff of physicians; and has medical, diagnostic and major surgical facilities or has access to such facilities on a pre-arranged basis.

Neither "registered graduate professional nurse" nor "licensed practical nurse" includes the Annuitant or the Annuitant's spouse, or the child, parent, brother or sister of either the Annuitant or the Annuitant's spouse.

Notice and Proof of Claim-Written notice and proof of confinement for 30 consecutive days in a Hospital must be received at our Administrative Office prior to our waiver of surrender charges because of confinement.

Termination-This will end if the certificate terminates or is surrendered for its Annuity Cash Value.

Terminal Illness Provision—If the annuitant develops a Terminal Illness, you may, subject to the provisions of this certificate, withdraw a portion or the entire balance of the Annuity Cash Value prior to the Maturity Date and while the Annuitant is alive. No surrender charge will apply. The maximum withdrawal amount is the Value less \$5,000.00. The minimum partial withdrawal you can make is \$500.00. Withdrawals may not be repaid.

Definitions

"Physician" is a person currently licensed to practice medicine in the state in which the Annuitant resides or has been treated. "Physician" does not include: (1) the Annuitant or Owner; (2) a person who lives with the Annuitant or Owner; (3) a person who is related to the Annuitant or Owner by blood or marriage.

"Terminal Illness" is a non-correctable medical condition that: (1) with reasonable medical certainty, will result in the death of the Annuitant in less than six (6) months from the date of completion of the application for terminal illness benefits; and (2) was first diagnosed after the effective date of this endorsement.

Proof of Terminal Illness-You must provide us written proof of terminal illness on a form provided by us. The form must be completed by you and your physician and received by us in our Administrative Office, during your lifetime, before benefits under this endorsement are payable. The Company may request additional medical information. The Company may also, at our expense, have you examined by a physician of our choice before benefits under this endorsement are payable.

Termination-This will end if the certificate terminates or is surrendered for its Annuity Cash Value.

Minimum Required Distribution

The owner may withdraw tax qualified benefits under Section 401, Section 403, or Section 408 of the Internal Revenue Code of 1954, as amended. If a withdrawal in any Certificate year exceeds 10% of the Annuity Cash Value, the amount of such excess withdrawal will be subject to any applicable Surrender Charge, Market Value Adjustment and/or retroactive adjustment of interest previously credited.

Surrender Charge for Early Surrender and Partial Withdrawals

Except in the case of the penalty free partial withdrawal, a Surrender Charge will be applied if Annuity Cash Values are withdrawn or a Certificate is surrendered. The Surrender

Charge will be applied against the Annuity Cash Value attributable to each premium payment and will be equal to a percentage of such Annuity Cash Value based on the certificate years which have elapsed since the receipt of the underlying premium payment. The percentages charged are shown on the Data Page.

Surrender The Owner may surrender the Certificate at any time for its Surrender Value. The Company may defer payment upon surrender of the Certificate for up to six months.

Statements The Company will furnish to the Owner annually, and at any time upon request, a statement reflecting the total amount of Annuity Cash and Surrender Values.

SETTLEMENT OPTIONS

The Annuity Cash Value, less any applicable premium-related taxes, fees, or assessments imposed by any Federal, State or Municipal taxing authority, may be applied at any time after the Certificate has been in force for at least one year, to one of the settlement Options described below. Prior to the death of the Annuitant and prior to the Maturity Date, the Owner has the right to select a Settlement Option and designate the recipient of the payments. Upon the death of the Annuitant and prior to the Maturity Date, the Beneficiary has the right to select a Settlement Option and designate the recipient of the payments. At the Maturity Date, the Annuitant has the right to select a Settlement Option and designate the recipient of the payments. An election must be made in writing, and is irrevocable after payments commence.

General Provisions Relating to Settlement Options

The first payment under Option 2 or 3 is paid on the date the amount is applied to the option. The first payment under Option 1 is paid at the end of the first interest period. The first payment may be postponed for up to 10 years with the Company's consent. If so, the amount applied to the option will accumulate with compound interest at the effective rate of 3% per year. To avoid making payments of less than \$100.00 each, the Company can do either or both of the following:

1. change the payments to a quarterly, semi-annual, or annual basis; or
 2. reduce the number of payments.
- When the Owner elects an option, the Owner can withhold the Beneficiary's right to assign, encumber, or commute any unpaid amount.

Except to the extent permitted by law, unpaid amounts are not subject to any claims of a beneficiary's creditors. In no case may payments under Option 3 or 4 be commuted during the

lifetime of the payee. Payments under the other options may be commuted.

If the payee under Options 1, 2 or 3 dies after payments under the option have started, the Company will:

1. under Options 2 or 3 pay the commuted value of any unpaid payments to the payee's estate; or
2. under Option 1 pay any balance held by the Company to the payee's estate.

With the Company's consent, the option elected may provide for payment in another manner.

OPTION 1 - Interest: Interest at not less than 3% per year will be paid or will accrue on such proceeds each year for any period of time equal to or exceeding 5 years under a plan of distribution approved by the Company. The amount remaining at the end of the period will be paid in a lump sum or in another manner approved by the Company.

OPTION 2 - Fixed Payments: Payments will be made for a fixed period, from 5 to 100 years, or in a stated amount to be paid out over not less than 5 years until the proceeds and interest are fully paid.

OPTION 3 - Life Income: Payments will be made to the Annuitant, Owner or Beneficiary for his or her life. Proof of age and sex are required. Payments may be guaranteed for 5, 10, 15 or 20 years or more.

OPTION 4 - Joint Life Income 2/3 To Survivor: Payments will be made each month to the Annuitant, Owner or Beneficiary while both that person and any other payee live. Upon the first death of the Annuitants, two-thirds of the amount of each payment will be paid each month to the survivor for life. Proof of age and sex of each payee is required.

Conditions Option 3 or 4 may be chosen only if payment is to be made to a natural person (as opposed to an entity or trust, for example). A Settlement Option is available only if the proceeds are not less than \$5,000 and the monthly installment would be not less than \$100. Minimum compound interest will be paid or accrued at 3% per year. Annuity Settlement Options are based on 1983 Individual Annuity Mortality Table with Projection Scale G. Excess interest may be paid as determined by the Company.

No payee may withdraw any amount or change the method of payment unless given the right to do so by the person electing the Settlement Option. Amounts held by the Company and payments under any Settlement Option may not be assigned. To the extent provided by law, amounts held by the Company and payments under any Settlement Option are not subject to legal process or claims of any creditor.

IF YOU HAVE ANY QUESTIONS ABOUT YOUR CERTIFICATE, CONTACT THE COMPANY'S ADMINISTRATIVE OFFICE AT 1-800-274-3179.

Application is made to the Company below ("the Company" herein):

Administrative Office;
P. O. Box 7873
San Francisco, CA 94120-7873
(800) 274-3179

IL ANNUITY AND INSURANCE COMPANY

ENDORSEMENT FOR TAX QUALIFICATION PURPOSES

In the event that the annuity to which this Endorsement is attached is to be used for tax qualified benefits provided under Section 401, Section 403, or Section 408 of the Internal Revenue Code of 1954, as amended (the "Code"), such annuity will be amended by this Endorsement which will be attached to and made a part of such annuity. Such annuity is hereby amended for all tax qualified plans as follows:

1. Except as allowed by the qualified pension or profit-sharing plan of which this annuity is a part, the Contract may not be transferred, sold, assigned, discounted or pledged, either as collateral for a loan or as security for the performance of an obligation or for any other purpose, to any person other than the company.
2. The entire Owner's interest in the benefits provided by such annuity are nonforfeitable. The immediately preceding sentence shall not be so construed as to extend to an Owner rights under such annuity which are conditioned on the payment of future premiums.
3. There shall be no Contingent Owner.
4. All benefits provided by such annuity will be exempt from the claims of creditors of the Owner to the maximum extent permitted by law.
5. The Contract shall be subject to the provisions, terms and conditions of the qualified pension or profit-sharing plan of which the Contract is a part. Any payment, distribution or transfer under the Contract shall comply with the provisions, terms, and conditions of such plan as determined by the plan administrator, trustee or other designated plan fiduciary. The Company shall be under no obligation either (a) to determine whether any such payments, distribution or transfer complies with the provisions, terms and conditions of such plan or with applicable laws, or (b) to administer such plan, including without limitation, any provisions required by the Retirement Equity Act of 1984.
6. Notwithstanding any provisions to the contrary in the Contract or the qualified pension or profit-sharing plan of which the Contract is a part, the Company reserves the right to amend or modify the Contract or Endorsement to the extent necessary to comply with any law, regulation, ruling or other requirement deemed by the Company to be necessary to establish or maintain the qualified status of such pension or profit-sharing plan.

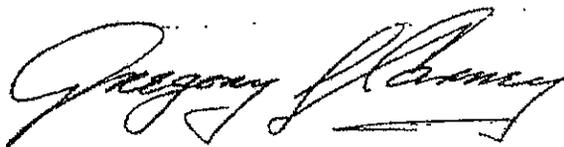
In addition to the above six paragraphs, if such annuity is issued as an Individual Retirement Annuity, the following paragraph 7 shall also apply:

7. (a) Premiums shall not be fixed.
- (b) Annual contributions on behalf of the Annuitant shall not exceed \$2,000 or such other amount authorized and approved from time to time by amendments to the Internal Revenue Code by Legislation, Regulations, or Rulings, unless the contribution is a roll over contribution, or an employer contribution to a simplified employee pension plan.
- (c) Any refund or premiums will be applied before the close of the calendar year following the year of the refund toward the payment of future premiums or the purchase of additional benefits.

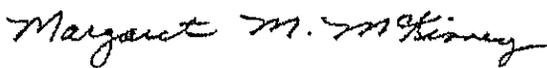
- (d) The owner's entire interest in the annuity must begin distribution no later than April 1 of the calendar year after the year in which the owner attains the age of 70 1/2 and must be distributed in compliance with minimum distribution requirements under IRC Secs. 408(a)(6), 409(b)3, and 401(a)(9).
- (e) If distributions have commenced to the Annuitant under a method of distribution which results in a balance remaining undistributed at the date of the Annuitant's death, such balance may be distributed to a Beneficiary over any period which is at least as rapid as that under the method of distribution in effect prior to the death of the Annuitant.
- (f) If distributions have not commenced to the Annuitant before his death, the entire value represented by such annuity must be distributed within five years after the date of the Annuitant's death unless:
- (i) a portion of the Annuitant's interest represented by such annuity is payable to or for the benefit of a designated Beneficiary. The portion of such interest to which the Beneficiary is entitled will be distributed over the life of the Beneficiary (or over a period not extending beyond the life expectancy of the Beneficiary), and the distributions commence no later than one year after the Annuitant's death (or such later date as may be prescribed by regulations promulgated under the Code); or,
 - (ii) the portion of such interest to which the surviving spouse of the Annuitant is entitled will be distributed over the life of such spouse (or over a period not extending beyond the life expectancy of such spouse), and the distributions commence no later than the date on which the Annuitant would have attained age 70-1/2 if he had survived. For purposes of determining the life expectancy of the Annuitant's surviving spouse such life expectancy may (except in the case of a life annuity) be recalculated annually.

Any provision of such annuity which is inconsistent with any of the foregoing provisions of this Endorsement is hereby amended accordingly, and all other provisions of such annuity to which this Endorsement is attached shall remain in full force and effect.

IN WITNESS WHEREOF, we have by our President and Secretary, executed this Endorsement and caused the same to be effective as of the date of issue.



President



Secretary

Annuity Cash Values directed into this strategy must remain in this strategy for at least 3 years before a transfer into another strategy can be requested. After the 3 year period, you have the option of transferring a maximum of 20% of the strategy's cash values to another Cash Value Strategy each contract year. Once transfers are available, two strategy transfers may be requested each contract year or a Systematic Transfer Option may be elected. The Systematic Transfer Option will automatically transfer the strategy's cash value into another Cash Value Strategy over a five year period. If you would like current information on your Cash Value Strategy choices please contact your agent or our Policyholder Service department.

For convenient withdrawals, a 'checkbook' to access your annuity will be sent to you in approximately six weeks. You will receive quarterly statements to keep you informed of the current status of your annuity. Should you have any questions, please contact your sales representative or our Policyholder Service Department at (800) 274-3179. We appreciate the opportunity to be of service.

Sincerely,



Cathy D. Ridley
Operations Department

IL ANNUITY AND INSURANCE COMPANY

Administrative Office: P.O. Box 7873, San Francisco, CA 94120-7873

STATEMENT OF ACCOUNT

VISIONMARK ANNUITY

December 17, 1999

Owner: GERALDINE BELL
3085 ALKI AVENUE SW
SEATTLE, WA 98116

Annuitant: GERALDINE BELL

Certificate No.: XXXXXXXXXX Certificate Effective Date: 09/17/1999

	<u>Current Year</u>	<u>Prior Year(s)</u>
Deposit(s):	\$27,555.59 → $\times 1.00975 =$	\$0.00
Withdrawal(s):	\$0.00	\$0.00
Annuity Cash Value ¹ :	\$28,735.25	
Surrender Value:	\$26,149.08	
<i>Guaranteed annuity cash value</i> →	<i>27,797.00</i>	
<i>Withdrawal</i> →	<i>- 1,453</i>	
<i>Guaranteed net Dec '99 value</i> →	<i>26,344</i>	
Cash Value Strategy	Strategy Cash Value	Annuity Cash Value
GUARANTEED CONVERTIBLE BOND	\$27,625.37	\$28,735.25

¹Sum of Strategy Cash Value with Total Return Adjustment, if applicable

At IL Annuity we are committed to Policyholder satisfaction. These statements provide current values for your account. IL Annuity is committed to giving you the security and peace of mind that comes with owning the VisionMark annuity. As you review your account, keep in mind that your premium deposits are guaranteed to earn no less than the contractual guaranteed minimum earnings over the life of the contract.

ALAN G. HAUGEN
(253)924-1585



IL ANNUITY
AND INSURANCE COMPANY

A MEMBER OF THE INDIANAPOLIS LIFE GROUP OF COMPANIES

Administrative Office: P.O. Box 7873
San Francisco, CA 94120-7873
Telephone: 707-778-8638

September 22, 1999

Mrs. Geraldine K. Bell
3085 Alki Avenue, SW
Seattle, WA 98116

Re: Geraldine K. Bell; Certificate No. [REDACTED]

Dear Mrs. Bell:

Thank you for purchasing your annuity from IL Annuity and Insurance Company. Your enclosed certificate outlines the provisions and benefits of your annuity. Please read it carefully. The transfer proceeds from a qualified account with Wedbush Morgan Securities were received on September 17, 1999 in the amount of \$27,555.59. Your annuity was credited and began earning interest the day the funds were received. Your initial Cash Value Strategy selection is:

Guaranteed Convertible Bond Strategy: This strategy is intended to credit a rate equal to that generated on investment grade convertible bonds while maintaining principal values. It is designed for those whose retirement planning horizon is long-term (5 years or more). The crediting rate for this strategy comprises two components, current earnings and a total return adjustment. Each month the strategy's cash value is credited with earnings equal to the greater of the annual excess interest rate declared for this strategy or the current earnings. The current earnings reflect the interest being earned by the general account assets, of the insurer, linked to the strategy, after deduction of the administrative charge. The total return adjustment reflects the realized and unrealized gains and losses of the general account assets to which the strategy is linked and can vary significantly from month-to-month. This total return adjustment is incurred when you access Annuity Cash Values through a withdrawal, strategy transfer or surrender.

IL Annuity and Insurance Company

DELIVERY STATEMENT

PRODUCER: ALAN G. HAUGEN
FIRST SECURITY FINANCIAL SERVICES

ISSUE DATE: 09/22/1999

PRODUCER NO: 0000000201
0000000200

ANNUITANT: GERALDINE K. BELL

EFF DATE: 09/17/1999

CERT NO: [REDACTED]

GROUP NO: [REDACTED]

PARTICIPATING GROUP: RGT II/FIRST SECURITY FINANCIAL SERVICES, INC.

OWNER: GERALDINE K. BELL

ADDRESS: 3085 ALKI AVENUE, SW
SEATTLE, WA 98116

AMOUNT PAID WITH APPLICATION:	\$0.00
PLANNED PERIODIC PREMIUM DUE:	\$0.00
FUND TRANSFER RECEIVED:	\$27,555.59
BALANCE DUE:	\$0.00

TO PUT THIS VALUABLE COVERAGE IN FORCE, PLEASE RETURN THE FOLLOWING OUTSTANDING REQUIREMENTS. UPON RECEIPT OF ALL REQUIREMENTS, THE CERTIFICATE OWNER CHECKBOOK WILL BE ORDERED.

AS REQUESTED BY IL ANNUITY AND INSURANCE COMPANY, A DIRECTING YOUR FINANCIAL FUTURE BROCHURE HAS BEEN ENCLOSED. PLEASE DELIVER THIS BROCHURE WITH THE CERTIFICATE.

SIGNED CERTIFICATE OF RECEIPT AND DISCLOSURE Recd 12/2/99
IRA DISCLOSURE - Please leave with client.

FIRST FOLLOW UP: 10/07/1999
FINAL NOTICE: 10/17/1999

THANK YOU,
Cathy Ridley
Cathy D. Ridley
OPERATIONS DEPARTMENT

IN FORCE *12/2/99*

P.O. BOX 7873, SAN FRANCISCO, CA 94120
2090 MARINA AVENUE, PETALUMA, CA 94954
Telephone: (800) 395-1053 Fax: (800) 211-5642

Certificate of Receipt and Disclosure IL Annuity and Insurance Company

CASH VALUE STRATEGY SELECTION

I have selected the following Initial Cash Value Strategy selection:

Guaranteed Convertible Bond Strategy: This strategy is intended to credit a rate equal to that generated on investment grade convertible bonds while maintaining principal values. It is designed for those whose retirement planning horizon is long-term (5 years or more). The crediting rate for this strategy comprises two components, current earnings and a total return adjustment. Each month the strategy's cash value is credited with earnings equal to the greater of the annual excess interest rate declared for this strategy or the current earnings. The current earnings reflect the interest being earned by the general account assets, of the insurer, linked to the strategy, after deduction of the administrative charge. The total return adjustment reflects the realized and unrealized gains and losses of the general account assets to which the strategy is linked and can vary significantly from month-to-month. This total return adjustment is incurred when you access Annuity Cash Values through a withdrawal, strategy transfer or surrender.

Annuity Cash Values directed into this strategy must remain in this strategy for at least 3 years before a transfer into another strategy can be requested. After the 3 year period, you have the option of transferring a maximum of 20% of the strategy's cash values to another Cash Value Strategy each contract year. Once transfers are available, two strategy transfers may be requested each contract year or a Systematic Transfer Option may be elected. The Systematic Transfer Option will automatically transfer the strategy's cash value into another Cash Value Strategy over a five year period. If you would like current information on your Cash Value Strategy choices please contact your agent or our Policyholder Service department.

FREE LOOK PERIOD

At any time during the 10-day period following receipt of this Certificate, the Owner may cancel this Certificate by returning it to the Company or to the Representative of the Company from whom this Certificate was purchased. A full refund of all premiums paid will be made by the Company within 15 days after the Company receives such returned Certificate. Upon such return this Certificate will be void.

I acknowledge that I have read this disclosure statement and I understand the description of these provisions as they apply to my application. My signature below signifies that I have received my annuity certificate. I further acknowledge that I have received the Directing Your Financial Future brochure and the Disclosure Statement for Individual Retirement Annuities.

Certificate Number: DAR0067600

Date of Delivery: 10-26-99

Alan G. Haugen
Signature of Certificate Owner

Alan G. Haugen, 0000000201
Producer Name and Number

Alan G. Haugen
Signature of Producer

RECEIVED

MAR 28 2003

LEGACY MARKETING GROUP

IL Annuity and Insurance Company
P.O. Box 7873
San Francisco, CA 94120-7873

RECEIVED

LEGACY MARKETING GROUP

Please return immediately to the address listed above, copy to the Certificate Owner.

Application is made to American National Insurance Company ("the Company" herein)

Administrative Office: Post Office Box 7873, San Francisco, CA 94120-7873
 418 East Second Avenue, Rome, GA 30161-3224

To be completed by Administrative Office:
Date Received: _____
Certificate #: _____
Group #: _____

ANNUITY APPLICATION

PLEASE PRINT AND USE DARK INK ONLY

SECTION I - THE PROPOSED ANNUITANT(S)

Annuitant Name (print as desired on certificate) <u>Remi P. Bell</u> First Middle Last Address <u>3085 ALKI AVE SW</u> Street <u>SEATTLE WA 98116</u> City State Zip Telephone <u>(206) 935-8211</u> Sex M <input checked="" type="checkbox"/> F <input type="checkbox"/> S.S.N. _____ Age <u>24</u> D.O.B. _____ Birthplace <u>WA</u> Mo Day Yr Marital Status <u>M</u> State of Issue <u>WA</u>	Joint Annuitant (not applicable to qualified certificate) Name (print as desired on certificate) _____ First Middle Last Address _____ Street _____ City State Zip Telephone (_____) _____ Sex M <input type="checkbox"/> F <input type="checkbox"/> S.S.N. _____ Age _____ D.O.B. _____ Birthplace _____ Mo Day Yr Marital Status _____
--	---

SECTION II - THE APPLICANT (OWNER)

Complete this Section if Owner(s) is(are) other than Annuitant(s)

Owner Information Name _____ First Middle Last Address _____ Street _____ City State Zip Telephone (_____) _____ Sex M <input type="checkbox"/> F <input type="checkbox"/> S.S.N. or Tax ID No. _____ Date of Birth _____ Mo Day Yr Relationship to Proposed Annuitant _____	<input type="checkbox"/> Joint Owner * Name _____ First Middle Last Address _____ Street _____ City State Zip Telephone (_____) _____ Sex M <input type="checkbox"/> F <input type="checkbox"/> S.S.N. or Tax ID No. _____ Date of Birth _____ Mo Day Yr Relationship to Proposed Annuitant _____ *With right of survivorship unless stated otherwise.
---	--

SECTION III - THE BENEFICIARY

<u>Geraldine Bell</u>	Primary Beneficiary	Spouse	100%
<u>Karen Hoffman & James Bell</u>	Contingent Beneficiary	Daughter Son	33% 67%

SECTION IV — THE PLAN

Group: INCA Other: _____ Product Name: Benchmark 10 extra

Total Initial Premium: \$ _____

Cash With Application Amount: \$ _____

Transfer Amount: \$ 26,200 ~~to~~

Tax Qualified Type: IRA OR SEP-IRA
 Contribution
 Direct Transfer
 Rollover
 Other: _____

Non-Qualified

Maturity Date (when benefit payments begin): _____ (May not be less than 10 years from Effective Date.) If no date is specified, the maturity date will be the anniversary nearest annuitant's 100th birthday.

Initial Cash Value Strategy Selection

Strategy Name:	<u>Guaranteed One Year</u>	<u>40</u>	%
Strategy Name:	<u>Investor Corporate Bond Select</u>	<u>60</u>	%
Strategy Name:			%

SPECIAL INSTRUCTIONS

HOME OFFICE CHANGES (Not for use in West Virginia or Pennsylvania)

The Company will invest its general account assets at its sole discretion and no one will have the right to direct the Company concerning the investments owned by the Company. The Company may discontinue any cash value strategy, at which time the policy reserves and/or future net premiums will be held under the then available strategies selected. This will not affect the minimum interest rate guarantees under the contract. If no strategy is selected, policy reserves will be automatically held in the Guaranteed One Year strategy. The Producer has no authority to make, modify, alter or discharge any contract. The Proposed Annuitant will be the Owner of the contract applied for, unless another Owner is indicated. Acceptance of any contract issued on this application will ratify changes noted by the Company in the space titled "Home Office Changes" and a copy of the changed application attached to the contract will be sufficient notice of these changes. I(we) hereby authorize and direct the Company to accept and act on any and all telephone transfer, withdrawal, loan and or service instructions from any person who can furnish proper identification, including the social security number or tax ID number and personal security code of the Owner.

I(we) agree to hold harmless and indemnify the Company and its affiliates and their directors, officers, employees and agents for any losses, liabilities, costs or expenses arising from acting on such instructions when believed to be genuine. I(we) understand that my(our) telephone calls to you may be recorded for our mutual protection and consent to such recording.

All statements and answers on this application are full, complete and true. I(we) certify: (1) The taxpayer identification number(s) shown on this form is(are) correct; (2) The IRS has not notified me(us) that I(we) am(are) currently subject to backup withholding; and (3) I(we) am(are) responsible for payment of Federal Income Tax on the taxable portion of withdrawals, if any, and that I(we) may be subject to tax penalties under estimated tax payment rules if my(our) payments of estimated tax and withholding, if any, are not adequate.

This annuity contract will will not replace insurance or an annuity with any company. (If replacement is indicated, a Comparison and Disclosure Statement, if required, has been provided.)

Dated at Seattle WA this 22 of JAN 2003
 (City & State) (Day) (Month) (Year)

Remi P Bell
 Signature of Owner
 If Owner is not an individual, print name (i.e. Trust Name and Trust Date)

[Signature]
 Signature of Joint Owner

By: _____
 Signature Title of Authority of Owner
 (i.e. Trustee Signature, Trustee)

[Signature]
 Signature of Witness

Alan Hagen
 Name of Producer (Licensed Insurance Agent)

201
 Producer Number

AUTHORIZATION TO TRANSFER FUNDS TO

American National Insurance Company

Administrative Office: Post Office Box 7873, San Francisco, CA 94120-7873

418 East Second Avenue, Rome, GA 30161-3224



1. FUNDS COMING FROM:

IL Annuity + Insurance Company

7050 MARINA AVE

Bellevue, WA 98007

Phone number 800-855-1053

Insured/Annuitant Rene Bell

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Social Security Number

Owner(s) Rene Bell

--

Social Security Number

Address 3085 ALKI AVE SW

City Seattle State WA Zip 98146

Contract Number/Acct. # Acct./Plan Type IRA

The undersigned hereby requests and directs that the following action be taken in order to transfer the account/policy funds identified above:

<p>2. CERTIFICATE OF DEPOSIT</p> <p><input type="checkbox"/> LIQUIDATE CERTIFICATES OF DEPOSIT: I am aware of any penalty that may be imposed from an early withdrawal. Upon receipt of this request.</p> <p><input type="checkbox"/> LIQUIDATE CERTIFICATES OF DEPOSIT on the maturity date.</p>
<p>3. MUTUAL FUNDS (SIGNATURE GUARANTEE REQUIRED)</p> <p><input type="checkbox"/> LIQUIDATE ENTIRE ACCOUNT (Attach copy of recent statement)</p> <p><input type="checkbox"/> PARTIAL LIQUIDATION IN THE AMOUNT OF \$</p>
<p>4. MONEY MARKET ACCOUNT</p> <p><input type="checkbox"/> LIQUIDATE ENTIRE ACCOUNT (Attach copy of recent statement)</p> <p><input type="checkbox"/> PARTIAL LIQUIDATION IN THE AMOUNT OF \$</p>
<p>5. LIFE OR ANNUITY CONTRACT (NON-QUALIFIED)</p> <p><input checked="" type="checkbox"/> 1035 tax-free exchange. Surrender of a life or annuity contract for the purchase of another life or annuity contract under Sec. 1035 of the Internal Revenue Code.</p> <p>ABSOLUTE ASSIGNMENT: The owner of the above insurance contract(s) hereby assigns all ownership and beneficial rights under the contract(s) absolutely to the following assignee.</p> <p>ASSIGNEE: American National Insurance Company ID NUMBER: 74-0484030</p> <p>All previous designations of beneficiary and payee, and all previous elections of payment options under the contract(s) are irrevocably transferred. The sole beneficiary and payee of all amounts payable on the contract(s) shall be the above-named assignee. The assignment is subject to any prior collateral assignments affecting the contract(s).</p> <p>COST BASIS REQUESTED</p> <p>In accordance with the Tax Equity and Fiscal Responsibility Act of 1982, please complete the attached request for cost basis to the assignee.</p> <p>(Note: Section 9 of this form confirms acceptance by American National Insurance Company)</p>

(ALWAYS COMPLETE SECTION 8)

6. LIFE OR ANNUITY CONTRACT (TAX QUALIFIED)

- The undersigned owner of this contract has established a TAX QUALIFIED CONTRACT WITH AMERICAN NATIONAL INSURANCE COMPANY and elects to surrender this referenced contract for its net cash value and directs the transferring company to transfer the proceeds.

(Note: Section 9 of this form confirms acceptance by American National Insurance Company)

7. LOST CONTRACT STATEMENT

- CERTIFICATE OF LOST CONTRACT. I/we certify that the numbered contract indicated on this form has been lost or destroyed and, to the best of my/our knowledge and belief, is not in anyone's possession.

Owner's Signature Remi P Bell

- 8. I am aware that I am responsible for payment of Federal Income Tax on the taxable portion of this surrender and that I may be subject to tax penalties under Estimated Tax Payment rules if my payments of estimated tax and withholding, if any, are not adequate. I am also aware of any surrender/withdrawal penalties which may apply, and I authorize the transaction described above. Please make check payable to:

American National Insurance Company FBO: _____

Dated at Seattle, WA this 27 of Jan 2008
(City, State) (Day) (Month) (Year)

Witness [Signature] Signature Remi P Bell
(Owner)

Witness _____ Signature _____
(Owner)

Signature Guarantee (if required)

Signature _____
(Irrevocable Beneficiary)

TO BE COMPLETED BY AMERICAN NATIONAL INSURANCE COMPANY

- 9. ACCEPTANCE: This is to certify that the above individual has established a:

- Tax-qualified annuity
- Non-qualified annuity
- Life contract

The authorized signature below certifies acceptance of the assignment and surrender or transfer of funds as instructed in this request. After deducting any sums as are permitted under the plan, please complete this transaction and send a check with a copy of this form to:

Issuer/Assignee: American National Insurance Company

By _____ (Signature/Title) _____ (Date)

_____ (Signature/Title) _____ (Date)



Application is made to American National Insurance Company ("the Company" herein)

Administrative Office: Post Office Box 7873, San Francisco, CA 94120-7873
 418 East Second Avenue, Rome, GA 30161-3224

To be completed by Administrative Office:
Date Received: _____
Certificate #: _____
Group #: _____

ANNUITY APPLICATION

PLEASE PRINT AND USE DARK INK ONLY

SECTION I — THE PROPOSED ANNUITANT(S)

Annuitant Name (print as desired on certificate) <u>Gerardine K. Bell</u> First Middle Last Address <u>3065 ALKI AVE SW</u> Street <u>Seattle WA 98116</u> City State Zip Telephone <u>(206) 975-8211</u> Sex M <input type="checkbox"/> F <input checked="" type="checkbox"/> S.S.N. _____ Age <u>76</u> D.O.B. <u>3-25-26</u> Birthplace <u>WY</u> Mo Day Yr Marital Status <u>M</u> State of Issue <u>W</u>	Joint Annuitant (not applicable to qualified certificate) Name (print as desired on certificate) First Middle Last Address Street City State Zip Telephone () Sex M <input type="checkbox"/> F <input type="checkbox"/> S.S.N. _____ Age _____ D.O.B. _____ Birthplace _____ Mo Day Yr Marital Status _____
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SECTION II — THE APPLICANT (OWNER)

Complete this Section if Owner(s) is(are) other than Annuitant(s)

Owner Information Name First Middle Last Address Street City State Zip Telephone () Sex M <input type="checkbox"/> F <input type="checkbox"/> S.S.N. or Tax ID No. _____ Date of Birth _____ Mo Day Yr Relationship to Proposed Annuitant _____	<input type="checkbox"/> Joint Owner * Name First Middle Last Address Street City State Zip Telephone () Sex M <input type="checkbox"/> F <input type="checkbox"/> S.S.N. or Tax ID No. _____ Date of Birth _____ Mo Day Yr Relationship to Proposed Annuitant _____ *With right of survivorship unless stated otherwise.
--	---

SECTION III — THE BENEFICIARY

Primary Beneficiary	Relationship	(%)
<u>Reni Bell</u>	<u>Spouse</u>	<u>100</u>
Contingent Beneficiary	Relationship	(%)
<u>Karen Hoffman</u> <u>Alma Bell</u>	<u>Daughter</u> <u>son</u>	<u>Equal</u>
<u>Thomas Bell</u>		

Group: INCA Other: _____ Product Name: Research 10 Extra 2

Total Initial Premium: \$ _____

Cash With Application Amount: \$ _____

Transfer Amount: \$ 25,023 for -

Tax Qualified Type: IRA OR SEP-IRA
 Contribution
 Direct Transfer
 Rollover
 Other: _____
 Non-Qualified

Maturity Date (when benefit payments begin): _____ (May not be less than 10 years from Effective Date.) If no date is specified, the maturity date will be the anniversary nearest annuitant's 100th birthday.

Initial Cash Value Strategy Selection			
Strategy Name:	<u>Guaranteed One Year</u>	<u>40</u>	%
Strategy Name:	<u>Index Corporate Bond Select</u>	<u>60</u>	%
Strategy Name:			%

SPECIAL INSTRUCTIONS

HOME OFFICE CHANGES (Not for use in West Virginia or Pennsylvania)

The Company will invest its general account assets at its sole discretion and no one will have the right to direct the Company concerning the investments owned by the Company. The Company may discontinue any cash value strategy, at which time the policy reserves and/or future net premiums will be held under the then available strategies selected. This will not affect the minimum interest rate guarantees under the contract. If no strategy is selected, policy reserves will be automatically held in the Guaranteed One Year strategy. The Producer has no authority to make, modify, alter or discharge any contract. The Proposed Annuitant will be the Owner of the contract applied for, unless another Owner is indicated. Acceptance of any contract issued on this application will ratify changes noted by the Company in the space titled "Home Office Changes" and a copy of the changed application attached to the contract will be sufficient notice of these changes. I(we) hereby authorize and direct the Company to accept and act on any and all telephone transfer, withdrawal, loan and or service instructions from any person who can furnish proper identification, including the social security number or tax ID number and personal security code of the Owner.

I(we) agree to hold harmless and indemnify the Company and its affiliates and their directors, officers, employees and agents for any losses, liabilities, costs or expenses arising from acting on such instructions when believed to be genuine. I(we) understand that my(our) telephone calls to you may be recorded for our mutual protection and consent to such recording.

All statements and answers on this application are full, complete and true. I(we) certify: (1) The taxpayer identification number(s) shown on this form is(are) correct; (2) The IRS has not notified me(us) that I(we) am(are) currently subject to backup withholding; and (3) I(we) am(are) responsible for payment of Federal Income Tax on the taxable portion of withdrawals, if any, and that I(we) may be subject to tax penalties under estimated tax payment rules if my(our) payments of estimated tax and withholding, if any, are not adequate.

This annuity contract will will not replace insurance or an annuity with any company. (If replacement is indicated, a Comparison and Disclosure Statement, if required, has been provided.)

Dated at Seattle WA this 27 of Jan 2013
 (City & State) (Day) (Month) (Year)

R. Geraldine K. Bell
 Signature of Owner
 If Owner is not an individual, print name (i.e. Trust Name and Trust Date)

 Signature of Joint Owner

By: _____
 Signature Title of Authority of Owner
 (i.e. Trustee Signature, Trustee)

[Signature]
 Signature of Witness

Alan Hansen
 Name of Producer (Licensed Insurance Agent)

201
 Producer Number



AUTHORIZATION TO TRANSFER FUNDS TO

American National Insurance Company

Administrative Office: Post Office Box 7873, San Francisco, CA 94120-7873

418 East Second Avenue, Rome, GA 30161-3224

1. FUNDS COMING FROM:

EC Annuity & Insurance Co.
7090 Marina Ave
Petaluma, Ca. 94954

Phone number 800-825-1057

Insured/Annuitant Geraldine Bell

Owner(s) Geraldine Bell

Address 3085 Alki Ave #200

City Seattle State WA Zip 98116

Contract Number/Acct. # [REDACTED] Acct./Plan Type IRA

--	--	--

Social Security Number

--	--	--

Social Security Number

The undersigned hereby requests and directs that the following action be taken in order to transfer the account/policy funds identified above:

<p>2. CERTIFICATE OF DEPOSIT</p> <p><input type="checkbox"/> LIQUIDATE CERTIFICATES OF DEPOSIT: I am aware of any penalty that may be imposed from an early withdrawal. Upon receipt of this request.</p> <p><input type="checkbox"/> LIQUIDATE CERTIFICATES OF DEPOSIT on the maturity date.</p>
<p>3. MUTUAL FUNDS (SIGNATURE GUARANTEE REQUIRED)</p> <p><input type="checkbox"/> LIQUIDATE ENTIRE ACCOUNT (Attach copy of recent statement)</p> <p><input type="checkbox"/> PARTIAL LIQUIDATION IN THE AMOUNT OF \$</p>
<p>4. MONEY MARKET ACCOUNT</p> <p><input type="checkbox"/> LIQUIDATE ENTIRE ACCOUNT (Attach copy of recent statement)</p> <p><input type="checkbox"/> PARTIAL LIQUIDATION IN THE AMOUNT OF \$</p>
<p>5. LIFE OR ANNUITY CONTRACT (NON-QUALIFIED)</p> <p><input checked="" type="checkbox"/> 1035 tax-free exchange. Surrender of a life or annuity contract for the purchase of another life or annuity contract under Sec. 1035 of the Internal Revenue Code.</p> <p>ABSOLUTE ASSIGNMENT: The owner of the above insurance contract(s) hereby assigns all ownership and beneficial rights under the contract(s) absolutely to the following assignee.</p> <p>ASSIGNEE: American National Insurance Company ID NUMBER: 74-0484030</p> <p>All previous designations of beneficiary and payee, and all previous elections of payment options under the contract(s) are irrevocably transferred. The sole beneficiary and payee of all amounts payable on the contract(s) shall be the above-named assignee. The assignment is subject to any prior collateral assignments affecting the contract(s).</p> <p>COST BASIS REQUESTED</p> <p>In accordance with the Tax Equity and Fiscal Responsibility Act of 1982, please complete the attached request for cost basis to the assignee.</p> <p>(Note: Section 9 of this form confirms acceptance by American National Insurance Company)</p>

(ALWAYS COMPLETE SECTION 8)

6. LIFE OR ANNUITY CONTRACT (TAX QUALIFIED)

The undersigned owner of this contract has established a TAX QUALIFIED CONTRACT WITH AMERICAN NATIONAL INSURANCE COMPANY and elects to surrender the referenced contract for its net cash value and directs the transferring company to transfer the proceeds.

(Note: Section 9 of this form confirms acceptance by American National Insurance Company)

7. LOST CONTRACT STATEMENT

~~CERTIFICATE OF LOST CONTRACT.~~ I/we certify that the numbered contract indicated on this form has been lost or destroyed and, to the best of my/our knowledge and belief, is not in anyone's possession.

Owner's Signature *Guadalupe K. Bell* *Last check book*

8. I am aware that I am responsible for payment of Federal Income Tax on the taxable portion of this surrender and that I may be subject to tax penalties under Estimated Tax Payment rules if my payments of estimated tax and withholding, if any, are not adequate. I am also aware of any surrender/withdrawal penalties which may apply, and I authorize the transaction described above. Please make check payable to:

American National Insurance Company FBO: _____

Dated at *Seattle WA* this *27* of *Jan* *2003*
(City, State) (Day) (Month) (Year)

Witness *[Signature]* Signature *Guadalupe K. Bell*
(Owner)

Witness _____ Signature _____
(Owner)

Signature Guarantee (if required)

Signature _____
(Irrevocable Beneficiary)

TO BE COMPLETED BY AMERICAN NATIONAL INSURANCE COMPANY

9. ACCEPTANCE: This is to certify that the above individual has established a:

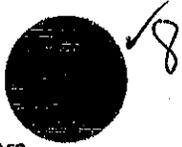
- Tax-qualified annuity Non-qualified annuity Life contract

The authorized signature below certifies acceptance of the assignment and surrender or transfer of funds as instructed in this request. After deducting any sums as are permitted under the plan, please complete this transaction and send a check with a copy of this form to:

Issuer/Assignee: American National Insurance Company

By _____ (Signature/Title) _____ (Date)

(Signature/Title) (Date)



AMERICAN NATIONAL INSURANCE COMPANY

Home Office: One Moody Plaza, Galveston, Texas 77550-7999

Administrative Office: P. O. Box 7873, San Francisco, California 94120-7873 • Telephone (800) 395-1053
 418 East Second Avenue, Rome, GA 30161 • Telephone (800) 300-0519

IMPORTANT NOTICE REGARDING REPLACEMENT OF INSURANCE
(Save this notice! It may be important to you in the future.)

The decision to buy a new life insurance or annuity and discontinue or change an existing one is very important. Your decision could be a good one—or a mistake. It should be carefully considered. The Washington State Insurance Commissioner requires us to give you this notice to help you make a wise decision.

STATEMENT TO APPLICANT BY AGENT OR BROKER: (Use additional sheets, as necessary.)

I believe the replacement of insurance involved in this transaction materially improves your position. My conclusion has taken into account the following factors, which I call to your attention.

1. Can there be reduced benefits or increased premiums in later years?
 No Yes, explain:
2. Are there penalties, setup or surrender charges for the new policy?
 No Yes, explain, emphasizing any extra cost for early withdrawal:
percent 10 10 99 8 6 4 3 2 1 0
year 1 2 3 4 5 6 7 8 9 10
3. Will there be penalties of surrender charges under the existing insurance as a result of the proposed transaction?
 No Yes, explain: *APPROX 2410 tax -*
4. Are there adverse tax consequences from the replacement under current tax law?
 No Yes, explain:
5. a) Are interest earnings a consideration in this replacement?
 No Yes
b) If "Yes," explain what portions of premiums or contributions will produce limited or no earnings. As pertinent, include in your explanation the need for minimum deposits to enhance earnings, and the reduction of earnings that may result from setup charges, policy fees and other factors.
6. Are minimum amounts required to be on deposit before excess interest will be paid?
 No Yes, explain:
7. If the new program is based on a variable or universal life insurance policy or a single-premium policy or annuity:
 - a) Are the interest rates quoted before or after fees and mortality charges have been deducted?
 - b) Interest rates are guaranteed for how long? *1 year*
 - c) The minimum interest rate to be paid is how much? *3.25 2.25 First year only.*
 - d) If applicable, the rate you pay to borrow is *✓* %, and the limit on that amount that can be borrowed is \$ _____.
 - e) The surrender charges are *Percent 10 10 99 8 6 4 3 2 1*
year 1 2 3 4 5 6 7 8 9 10
 - f) The death benefit is \$ *Full accumulation value.*
8. Are there other short or long-term effects from the replacement that might be materially adverse?
 No Yes, explain:

[Signature]
Signature of Agent or Broker

2-10-03
Date

Alvin Hagen
Name of Agent or Broker (Print or Type)

1725 Pt. Woodworth Dr. N.E. Tacoma, WA 98422
Address

LIST OF POLICIES OR CONTRACTS TO BE REPLACED:

Company	Insured	Contract No.
<u>Life & Annuity</u>	<u>Remi P Bell</u>	<u>[Redacted]</u>

CAUTION: The Insurance Commissioner suggests you consider these points:

Usually, contestable and suicide periods start again under a new policy. Benefits might be excluded under a new policy that would be paid under existing insurance.

Terminating or altering existing coverage before new insurance has been issued might leave you unable to purchase other life insurance or let you buy it only at substantially higher rates.

You are entitled to advice from the existing agent or company. Such advice might be helpful.

Study the comments made above by the agent or broker. They apply to you and this proposal. They are important to you and your future.

Completed Copy Received: Remi P Bell 2-10-03
(Applicant's Signature) (Date)

THIS COMPLETED FORM SHOULD BE FILED PERMANENTLY WITH YOUR NEW INSURANCE POLICY.

✓9

AMERICAN NATIONAL INSURANCE COMPANY

Home Office: One Moody Plaza, Galveston, Texas 77550-7999

Administrative Offices:
- P. O. Box 7875, San Francisco, California 94120-7873 - Telephone (800) 395-1033
- 418 East Second Avenue, Rome, GA 30161-3224 - Telephone (800) 300-0519

IMPORTANT NOTICE REGARDING REPLACEMENT OF INSURANCE

(Save this notice! It may be important to you in the future.)

The decision to buy a new life insurance or annuity and discontinue or change an existing one is very important. Your decision could be a good one—or a mistake. It should be carefully considered. The Washington State Insurance Commissioner requires us to give you this notice to help you make a wise decision.

STATEMENT TO APPLICANT BY AGENT OR BROKER: (Use additional sheets, as necessary.)

I believe the replacement of insurance involved in this transaction materially improves your position. My conclusion has taken into account the following factors, which I call to your attention.

- 1. Can there be reduced benefits or increased premiums in later years?
2. Are there penalties, setup or surrender charges for the new policy?
3. Will there be penalties or surrender charges under the existing insurance as a result of the proposed transaction?
4. Are there adverse tax consequences from the replacement under current tax law?
5. a) Are interest earnings a consideration in this replacement?
b) If "Yes," explain what portions of premiums or contributions will produce limited or no earnings.
6. Are minimum amounts required to be on deposit before excess interest will be paid?
7. If the new program is based on a variable or universal life insurance policy or a single-premium policy or annuity:
a) Are the interest rates quoted before or after fees and mortality charges have been deducted?
b) Interest rates are guaranteed for how long?
c) The minimum interest rate to be paid is how much?
d) If applicable, the rate you pay to borrow is % and the limit on that amount that can be borrowed is \$
e) The surrender charges are
f) The death benefit is \$

10/10/2003 15:34 FAX 706 368 5985

8. Are there other short or long-term effects from the replacement that might be materially adverse?
 No Yes, explain:

[Signature] _____ Date 10/13/03
Signature of Agent or Broker

Alana Wagner
Name of Agent or Broker (Print or Type)

1725 PK Woodwade Dr. NE Tucker, GA 30084
Address

LIST OF POLICIES OR CONTRACTS TO BE REPLACED:

Company	Insured	Contract No.
<u>JL Annuity</u>	<u>Roni P. Bell</u>	<u>[Redacted]</u>

CAUTION: The Insurance Commissioner suggests you consider these points:

Usually, contestable and suicide periods start again under a new policy. Benefits might be excluded under a new policy that would be paid under existing insurance.

Terminating or altering existing coverage before new insurance has been issued might leave you unable to purchase other life insurance or let you buy it only at substantially higher rates.

You are entitled to advice from the existing agent or company. Such advice might be helpful.

Study the comments made above by the agent or broker. They apply to you and this proposal. They are important to you and your future.

Completed Copy Received: *Roni P. Bell* 10/23/03
(Applicant's Signature) (Date)

THIS COMPLETED FORM SHOULD BE FILED PERMANENTLY WITH YOUR NEW INSURANCE POLICY.

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AMERICAN NATIONAL INSURANCE COMPANY

Home Office: One Moody Plaza, Galveston, Texas 77550-7999

Administrative Office: P. O. Box 7873, San Francisco, California 94120-7873 • Telephone (800) 395-1053

418 East Second Avenue, Rome, GA 30161 • Telephone (800) 300-0519

IMPORTANT NOTICE REGARDING REPLACEMENT OF INSURANCE

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The decision to buy a new life insurance or annuity and discontinue or change an existing one is very important. Your decision could be a good one—or a mistake. It should be carefully considered. The Washington State Insurance Commissioner requires us to give you this notice to help you make a wise decision.

STATEMENT TO APPLICANT BY AGENT OR BROKER: (Use additional sheets, as necessary.)

I believe the replacement of insurance involved in this transaction materially improves your position. My conclusion has taken into account the following factors, which I call to your attention.

- 1. Can there be reduced benefits or increased premiums in later years?
 No Yes, explain:
- 2. Are there penalties, setup or surrender charges for the new policy?
 No Yes, explain, emphasizing any extra cost for early withdrawal:
PERCENT 10 10 9 7 5 6 4 3 2 1 0
- 3. Will there be penalties or surrender charges under the existing insurance as a result of the proposed transaction?
 No Yes, explain: *969.00 (to-)*
- 4. Are there adverse tax consequences from the replacement under current tax law?
 No Yes, explain:
- 5. a) Are interest earnings a consideration in this replacement?
 No Yes
b) If "Yes," explain what portions of premiums or contributions will produce limited or no earnings. As pertinent, include in your explanation the need for minimum deposits to enhance earnings, and the reduction of earnings that may result from setup charges, policy fees and other factors.
- 6. Are minimum amounts required to be on deposit before excess interest will be paid?
 No Yes, explain:
- 7. If the new program is based on a variable or universal life insurance policy or a single-premium policy or annuity:
 - a) Are the interest rates quoted before or after fees and mortality charges have been deducted?
 - b) Interest rates are guaranteed for how long? *life of certificate - minimum guarantee*
 - c) The minimum interest rate to be paid is how much? *7.25*
 - d) If applicable, the rate you pay to borrow is *1* %, and the limit on that amount that can be borrowed is \$ _____
 - e) The surrender charges are *Percent 10 10 9 9 8 6 4 3 2 1 0*
 - f) The death benefit is \$ *GEN 1 2 3 4 5 6 7 8 9 10 11*
FOR SURRENDER VALUE
- 8. Are there other short or long-term effects from the replacement that might be materially adverse?
 No Yes, explain:

[Handwritten Signature]
Signature of Agent or Broker

1-23-08
Date



Alan Klugger
Name of Agent or Broker (Print or Type)

1725 Pt Woodman Dr. NE Tacoma, WA 98422
Address

LIST OF POLICIES OR CONTRACTS TO BE REPLACED:

Company	Insured	Contract No.
The Annuity & Insurance Brokers, Inc.	[Redacted]	[Redacted]

CAUTION: The Insurance Commissioner suggests you consider these points:

Usually, contestable and suicide periods start again under a new policy. Benefits might be excluded under a new policy that would be paid under existing insurance.

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You are entitled to advice from the existing agent or company. Such advice might be helpful.

Study the comments made above by the agent or broker. They apply to you and this proposal. They are important to you and your future.

Completed Copy Received *[Handwritten Signature]*
(Applicant's Signature)

1-05-03
(Date)

THIS COMPLETED FORM SHOULD BE FILED PERMANENTLY WITH YOUR NEW INSURANCE POLICY.

Product
BenchMark10 Group Annuity

Annuitant:

GERALDINE K BELL
3085 ALKI AVENUE SW
SEATTLE, WA 98116

First Owner:

GERALDINE K BELL
3085 ALKI AVENUE SW
SEATTLE, WA 98116

Beneficiary: REMI BELL, SPOUSE, 100%

Contingent: KAREN HOPEMAN, DAUGHTER, 1/3
 AIMEE BELL, DAUGHTER, 1/3
 THOMAS BELL, SON, 1/3

Group Number: WDB1041295

Certificate Number:

[REDACTED]

Date of Issue: 04/24/2003

Annuitant Issue Age/Sex:

77 / Female

Effective Date: 04/21/2003

Initial Premium:

\$0

Fund Transfer: \$23,571

Expected Premium:

\$0

Initial Cash Value Strategy Selection

Strategy	Name	Allocation
241	GUARANTEED ONE YEAR STRATEGY	40.00%
246	INDEX CORPORATE BOND SELECT STRATEGY	60.00%

DATA PAGE
 American National Insurance Company
 BenchMark10 Extra 4 Annuity

Name: GERALDINE BELL
 Age: 77/F

Premium Paid: \$23,571.65

Issue Date: 04/24/2003
 Effective Date: 04/21/2003
 Certificate #: XXXXXXXXXX
 Group #: XXXXXXXXXX

(Qualified)
 Maturity Date: 04/21/2026

Year	Guaranteed Account Value**	Guaranteed Surrender Value**
1 77	25,281	23,005
2 78	26,102	23,753
3 79	26,951	24,768
4 80	27,826	25,572
5 81	28,731	26,662
6 82	29,655	28,063
7 83	30,629	29,526
8 84	31,624	30,770
9 85	32,652	32,064
10 86	33,713	33,410
11 87	34,809	34,809
12 88	35,940	35,940
13 89	37,108	37,108
14 90	38,314	38,314
15 91	39,559	39,559
16 92	40,845	40,845
17 93	42,172	42,172
18 94	43,543	43,543
19 95	44,958	44,958
20 96	46,419	46,419
21 97	47,928	47,928
22 98	49,486	49,486
23 99	51,094	51,094

Page one. Please see additional page(s) for important explanatory material and disclosure information.

PLAN:ARG004

STATE: WA/(American National Insurance Company)

A-FW-CT1295-B10-4

DATA PAGE CONTINUED

Current tax laws state that payouts on qualified plans must start by age 70 1/2 (unless requirement is already met).

**Guaranteed values assume the guaranteed cumulative minimum earnings rate of 7.25% for the first year and 3.25% per year thereafter will be credited over the life of the Certificate.

The year and values above assume that the illustrated premiums are paid annually in advance. The guaranteed cumulative minimum earnings are net earnings over the life of the Certificate.

The amount available upon surrender or withdrawal is the Surrender Value (the Account Value of such premium payment less any applicable Surrender Charge of 10% of Account Value in years 1 and 2, 9% of Account Value in years 3 and 4, 8% of Account Value in year 5, 6% of Account Value in year 6, 4% of Account Value in year 7, then declining 1% per annum to 1% of Account Value in year 10), subject to any applicable Market Value Adjustment, and subject to any applicable retroactive interest adjustment. The Guaranteed Surrender Value above assumes a Market Value Adjustment of zero and no retroactive interest adjustments. In no event will the amount payable upon surrender be less than the Guaranteed Surrender Value shown above, adjusted to reflect any prior withdrawals.

PLAN:ARG004

STATE: WA/(American National Insurance Company)

A-FW-CT1295-B10-4

GENERAL PROVISIONS

The Contract

This Policy and the Certificates issued hereunder, including the Data Page and the attached application, constitute the entire annuity contract. All statements made in an application are representations and not warranties. No statement will be used to challenge the validity of the Certificate or to deny a claim unless made in the application, a copy of which is attached to the Certificate.

Effective Date

Coverage provided by the Certificate is effective as of the Effective Date shown on the Certificate Data Page. Certificate years and anniversaries are determined from the Effective Date.

Authority To Change

No one except the President or Secretary of the Company may change or waive any of the terms of this Contract. Any change must be in writing and signed by the President or the Secretary of the Company.

Incontestability

The Company will not contest the Certificate after it has been in force during the lifetime of the Annuitant for a period of two years following the Effective Date.

Age and Sex

If the age or sex of the Annuitant has been misstated, benefits will be adjusted to give effect to the true age and sex. Age will be calculated as of the nearest birthday.

Assignment

The Certificate may be assigned. No assignment will bind the Company unless and until a copy of the properly executed instrument of assignment is received at the Company's Administrative Office. The Company is not responsible for the form or effect of any assignment.

Owner

Owner means Certificate Owner. If no Owner is named on the Certificate, the Annuitant will be the Owner. If no Owner is named and there are joint Annuitants, the joint Annuitants will be joint Owners. In the event joint Owners are named, all elections and other actions which may be taken by the Owner or Annuitant pursuant to the terms of the Certificate require joint action of both such persons. Absent such joint action, the election or other action of one Owner will be ineffective. During the Annuitant's life, the Owner has all rights under the Certificate prior to the Annuity Date, except that if a Beneficiary has been named irrevocably the Owner may not

change the Beneficiary without the Beneficiary's prior written consent. If the Owner dies and no new Owner is named, the Owner's estate will be the new Owner. All the Owner's rights under the Certificate expire on the Annuity Date.

Beneficiary

If no Beneficiary is named, or if no Beneficiary survives the Annuitant, the Owner will be the Beneficiary. If two or more Beneficiaries survive the Annuitant and it is not stated how they will share in the proceeds, then each Beneficiary will share equally.

Change

The Owner may transfer the Certificate or change the Beneficiary (other than a Beneficiary named irrevocably) while the Annuitant is living. A change of Owner or Beneficiary does not bind the Company unless said change is made in writing and received by the Company at its Administrative Office. Changes will be effective on the date the change request was signed, but will not apply to any action taken by the Company before it received written notice of the change.

Annuity Date

The Annuity Date of the Certificate is shown on both the Application and the Data Page. The Owner may change the Annuity Date to an earlier or later date.

Terms of Annuity Payment

The Account Value of the Certificate will be applied to provide the annuity under the selected Settlement Option at the Annuity Date. The first payment will be made on the Annuity Date.

The Company may require proof of the true age and sex of an Annuitant before making the first annuity payment. In order to receive payments, the Annuitant must be living on the Annuity Date and on the date that each subsequent payment is due. The Company may require proof from time to time that this condition has been met.

Conformity With Applicable Laws

If any provision of the Certificate is in conflict with the laws of the State which governs the Certificate, such provision will be deemed to be amended to conform with such laws.

Administrative Error

The Certificate states the amount of annuity benefits to be provided thereunder. No action by the Company, whether by mistake or otherwise, will convey any greater or lesser benefit other than that which was applied for, and for which premiums have been paid.

PREMIUMS; ACCOUNT AND SURRENDER VALUES

Premiums

Certificate premiums may be paid at the Company's Administrative Office, or to a producer (licensed insurance agent) of the Company in exchange for a signed official Company receipt. The initial premium payment, as reflected on the Certificate Data Page, is due on the Effective Date. After the initial premium payment, premiums may be paid at any time during the life of the Annuitant and prior to the Annuity Date. The Company may limit the amount of premium that it will accept in any Certificate year. All premium payments, less any premium-related taxes, fees or assessments imposed by any Federal, State or Municipal taxing authority, which have not otherwise been deducted or offset, are credited to the Account Value on the day received by the Company at its Administrative Office.

Cash Value Strategies

All general account Company assets are invested in the sole discretion of the Company. However, the Owner may request particular Cash Value Strategies to be used in determining the crediting rate and Market Value Adjustment for the Contract. The Owner may change these strategy selections twice in any 12 month period without charge. The Company may cease to accept premiums for a specific strategy upon the giving of written notice to Owners to that effect. In that event, any new premiums will be accepted subject to the terms and conditions in existence for any other strategy(ies) available at that time. When the Owner effects a change in strategy, the Company reserves the right to adjust the amount of the Account and Surrender Values being transferred to a different strategy by the Market Value Adjustment and retroactive adjustment of interest previously credited as of the date of the change in strategy. The three Strategies available are as follows:

1. Guaranteed One Year Current Market Strategy:

The Guaranteed One Year Current Market Strategy determines the first year crediting rate using a current market "new money" philosophy. This rate is based on the performance of investments currently available in the market.

The current interest rate is guaranteed for a one-year period.

This strategy is available only to new policyholders. Account values may not be transferred from any other strategy into the Guaranteed One Year Current Market Strategy.

Within the 30 days following the end of the strategy guarantee year, you may renew at the guaranteed one year portfolio rate currently offered or choose another available cash value strategy. Available transfer options are the Guaranteed Index Yield Strategy or the

Guaranteed Total Return Strategy. If no action is taken, you will automatically be renewed at the portfolio rate.

If you access (including by transfer) more than 10% of your accumulated account value prior to year end, a "retroactive interest adjustment" will occur. Rather than the quoted rate, you will earn the guaranteed minimum rate on the entire account balance from the beginning of the period. This adjustment will in no way impact crediting for previous years and, if account value remains in the account after such an access, that remaining account value earns the quoted rate for the remainder of the guarantee period. In addition, the retroactive interest adjustment will not apply if account values are accessed during the 30 day "free" period occurring at the end of each contract year.

2. Guaranteed Index Yield Strategy:

The Guaranteed Index Yield Strategy's crediting rate is determined by the performance of the investment grade bond market as measured by the Lehman Brothers Aggregate Bond Index (LBABI).

The crediting rate is set on the first day of each month, and is guaranteed to the end of the month.

A market value adjustment is triggered when you access or transfer to another strategy more than 10% of your account value in a given year.

The market value adjustment is based on the underlying value of the bonds making up the Lehman Brothers Aggregate Bond Index. If bond prices go up, your account values will increase; if they go down, your account values could also go down. However, if you annuitize your accumulated values within your annuity you avoid realizing the market value adjustment.

3. Guaranteed Total Return Strategy:

The Guaranteed Total Return Strategy's interest crediting is based on the performance of the investment grade bond market as measured by the Lehman Brothers Aggregate Bond Index (LBABI). Your crediting rate is the total return, (coupon interest added to the price changes) on the bonds making up the LBABI.

Other than the minimum guarantee provided over the life of the product purchased, this strategy provides no crediting rate guarantee. Instead, either a gain or a loss is realized each month, based on the total return performance of the LBABI for the previous month. The total return is credited each month on the first day of the month.

There are no penalties associated with this strategy.

Account Value The Certificate guarantees that cumulative net earnings on premium payments over the life of the Certificate, after giving effect to any applicable Market Value Adjustment and retroactive adjustment of interest previously credited will aggregate not less than 7.25% for the first year and 3.25% per year thereafter. The opportunity for earnings in excess of the guaranteed earnings are provided on two levels, based upon the Cash Value Strategy selected. First, the Company will guarantee for successive 12 month periods the rate of the first level of additional earnings. Earnings in excess of the 12 month guaranteed rate may be credited to the Account Value monthly, and will reflect the net earnings rates available under the Cash Value Strategy selected. The Account Value at any time is calculated as follows:

1. gross premiums received;
2. less premium-related taxes, fees or assessments imposed by any Federal, State or Municipal taxing authority which have not otherwise been deducted or offset;
3. less deductions made upon any surrender or withdrawal;
4. plus guaranteed earnings and any additional earnings credited to the Account Value based on the Cash Value Strategy selected.

All premium payments are credited to the Account Value on the day received by the Company at its Administrative Office.

Surrender Value The Surrender Value is equal to the Account Value, less any applicable Surrender Charge, and adjusted to reflect any applicable Market Value Adjustment and retroactive adjustment of interest previously credited. In no event, however, will the amount received upon surrender, as described herein, be less than the Guaranteed Surrender Value.

Guaranteed Surrender Value The Guaranteed Surrender Value at any time is equal to the Account Value calculated with cumulative net earnings of 7.25% for the first year and 3.25% per year thereafter from the Effective Date less any applicable Surrender Charge.

Market Value Adjustment and Retroactive Adjustment of Interest In the event of a transaction such as a surrender, a withdrawal exceeding 10% of the Account Value in any Certificate year or a change in Cash Value Strategy, adjustments may be made to the Account Value. The nature of any such adjustment will depend on the current Cash Value Strategy. On certain Cash Value

Strategies, a Market Value Adjustment will be applied. The Market Value Adjustment compares the market value of the asset base in the Cash Value Strategy at the time of a transaction, with the market value at the time any premium, to which the Account Value is attributable, was received, and may be positive or negative. A more complete explanation of the Market Value Adjustment is available upon request. Certain other Cash Value Strategies may have a guaranteed

interest rate in excess of the 7.25% first year guarantee and 3.25% per year guarantee thereafter for a specific period. The guarantee period may involve a retroactive adjustment of interest previously credited. The adjustment applies if the transactions described above occur outside of the 30-day period following the end of the guarantee period. In such event, the cumulative earnings will be adjusted to 7.25% for the first year or 3.25% thereafter retroactive to the beginning of the then current guarantee period.

Withdrawals The Owner may withdraw up to 10% of the Account Value in any Certificate year. If a withdrawal in any Certificate year exceeds 10% of the Account Value, the amount of such excess withdrawal will be subject to any applicable Surrender Charge, Market Value Adjustment and retroactive adjustment of interest previously credited. The minimum amount which may be withdrawn at any time is \$500. The Company will advise the Owner of the amount of such reductions at the time the withdrawal request is made. The Company may defer payment of amounts withdrawn for up to six months.

Confinement Waiver The Owner may withdraw all or part of the Account Value in any Certificate year in the event of Hospital, Hospice Facility, or Convalescent Care Facility confinement of both Owners in the case of joint owners or the Owner.

Convalescent Care Facility means an institution which: (i) is licensed by the state as a convalescent nursing facility, a skilled 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 graduate registered nurse (R.N.); and (iii) maintains a daily record of each patient which is available for review by the Company; and (iv) administers a planned program of observation and treatment by a Physician (other than the proprietor or an employee of such facility) which is in accordance with existing standards of medical practice for the Injury or Sickness causing the confinement.

Convalescent Care Facility does not mean a facility or any part of a facility used primarily for: rest care; training or education; 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 major 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 graduate registered nurse (R.N.).

Hospital shall not include any institution which: is principally a rest home, nursing home, convalescent home, home for the aged; or is principally an institution for the care and treatment of alcohol or chemical dependency.

Physician means a practitioner of the healing arts, who is duly licensed by the state to treat the Injury or Sickness causing the loss, who is not a member of the Owner's family or an employee of the Convalescent Care Facility or Hospice Facility where you are confined.

Injury means an accidental bodily injury sustained while the Certificate is in force which directly and independently of Sickness and other causes results in loss covered by the Certificate.

Sickness means a Sickness, disease or physical impairment which first manifests itself while the Certificate is in force.

The Company will waive the applicable charge for early surrender and partial withdrawals if the following conditions are satisfied:

1. The Owner(s) must be confined to a Hospital, Hospice Facility or Convalescent Care Facility for at least 60 consecutive days.
2. Issue Age 70 or below 100% of Account Value is available
Issue Age 71-80 50% of Account Value is available
Issue Age 81 and above 25% of Account Value is available
3. The Owner(s) must have entered the Hospital, Hospice Facility, or Convalescent Care Facility after ninety (90) days from the effective date of the annuity.

4. The Owner(s) must request the withdrawal no later than ninety (90) days following the date that confinement has ceased.
5. Confinement in a Convalescent Care Facility or Hospice Facility must be recommended by a Physician.
6. The withdrawal request must be accompanied by written proof of confinement.

Minimum Required Distribution

The owner may withdraw tax qualified benefits under Section 401, Section 403, or Section 408 of the Internal Revenue Code of 1954, as amended. If a withdrawal in any Certificate year exceeds 10% of the Account Value, the amount of such excess withdrawal will be subject to any applicable Surrender Charge, Market Value Adjustment and retroactive adjustment of interest previously credited.

Charge for Early Surrender and Partial Withdrawals

Except in the case of the penalty free partial withdrawal, a Surrender Charge will be levied if account values are withdrawn or a Certificate is surrendered. The Surrender Charge will be levied against the account value attributable to each premium payment and will be equal to a percentage of such account value based on the certificate years which have elapsed since the receipt of the underlying premium payment. The percentages charged are shown on the Data Page.

Surrender

The Owner may surrender the Certificate at any time for its Surrender Value. The Company may defer payment upon surrender of the Certificate for up to six months.

Statements

The Company will furnish to the Owner quarterly, and at any time upon request, a statement reflecting the total amount of Account and Surrender Values.

SETTLEMENT OPTIONS

The Account Value, adjusted for any Market Value Adjustment, retroactive adjustment of interest previously credited and less any applicable premium-related taxes, fees, or assessments imposed by any Federal, State or Municipal taxing authority, may be applied at any time after the Certificate has been in force for at least one year, to one of the Settlement Options described below. Prior to the death of the Annuitant and prior to the Annuity Date, the Owner has the right to select a Settlement Option and designate the recipient of the payments. Upon the death of the Annuitant and prior to the Annuity Date, the Beneficiary has the right to select a Settlement Option and designate the recipient of the payments. At the Annuity Date, the Annuitant has the right to select a Settlement Option and designate the recipient of the payments.

An election must be made in writing, and is irrevocable after payments commence.

General Provisions Relating to Settlement Options

The first payment under Option 2 or 3 is paid on the date the amount is applied to the option. The first payment under Option 1 is paid at the end of the first interest period. The first payment may be postponed for up to 10 years with the Company's consent. If so, the amount applied to the option will accumulate with compound interest at the effective rate of 3% per year. To avoid making payments of less than \$20.00 each, the Company can do either or both of the following:

1. change the payments to a quarterly, semi-annual, or annual basis; or
2. reduce the number of payments.

If the Owner elects an option, the Owner can withhold the beneficiary's right to assign, encumber, or commute any unpaid amount.

Except to the extent permitted by law, unpaid amounts are not subject to any claims of a beneficiary's creditors. In no case may payments under Option 3 or 4 be commuted during the lifetime of the payee. Payments under the other options may be commuted. When commutation is allowed, future income will be discounted at a rate of 8%.

If the payee under Options 1, 2, 3 or 5 dies after payments under the option have started, the Company will:

1. under Options 2, 3 and 5 pay the commuted value of any unpaid payments to the payee's estate; or
2. under Option 1 pay any balance held by the Company to the payee's estate.

With the Company's consent, the option elected may provide for payment in another manner.

OPTION 1 - Interest: Interest at not less than 3% per year will be paid or will accrue on such proceeds each year for any period of time equal to or exceeding 5 years under a plan of distribution approved by the Company. The amount remaining at the end of the period will be paid in a lump sum or in another manner approved by the Company.

OPTION 2 - Fixed Payments: Payments will be made for a fixed period, from 5 to 100 years, or in a stated amount to be paid out over not less than 5 years until the proceeds and interest are fully paid.

OPTION 3 - Life Income: Payments will be made to the Annuitant, Owner or Beneficiary for his or her life. Proof of age and sex are required. Payments may be guaranteed for 5, 10, 15 or 20 years or more.

OPTION 4 - Joint Life Income 2/3 To Survivor: Payments will be made each month to the Annuitant, Owner or Beneficiary while both that person and any other payee live. Upon the first death of the Annuitants, two-thirds of the amount of each payment will be paid each month to the survivor for life. Proof of age and sex of each payee is required.

OPTION 5 - Substantially Equal Periodic Payments: The proceeds will be paid in a series of substantially equal periodic payments (not less frequently than annually) for the life (or life expectancy) of the Owner or Beneficiary, as the case may be, or the joint lives (or joint life expectancies) of such persons, consistent with the requirements of Section 71(q) (2) (D) and 72(t) (2) (Aiv) of the Internal Revenue Code of 1986, as amended.

Conditions

Option 3, 4 or 5 may be chosen only if payment is to be made to a natural person (as opposed to an entity or trust, for example). A Settlement Option is available only if the proceeds are not less than \$10,000 and the monthly installment would be not less than \$100. Minimum compound interest will be paid or accrued at 3% per year. Annuity Settlement Options are based on 1983 Individual Annuity Mortality Table with Projection Scale G. Excess interest may be paid as determined by the Company.

No payee may withdraw any amount or change the method of payment unless given the right to do so by the person electing the Settlement Option. Amounts held by the Company and payments under any Settlement Option may not be assigned. To the extent provided by law, amounts held by the Company and payments under any Settlement Option are not subject to legal process or claims of any creditor.

In order for the Certificate to be treated as an annuity for Federal Income Tax purposes, distributions hereunder must comply with the following:

1. If the Owner dies before the Annuity Date the entire interest in the Certificate shall be distributed within five (5) years of the date of death, unless the legatee from the Owner's estate elects to take distributions commencing within one year of the date of death or elects to take distributions over the legatee's lifetime or for a period not extending beyond the legatee's life expectancy. If the Owner's legatee is the surviving spouse of the Owner, the Owner's legatee may elect to continue the Certificate as if he or she was the Owner.
2. If the Owner dies after the Annuity Date, any remaining interest in the Certificate must be distributed at least as rapidly as the method being used as of the date of death.
3. Any election to accept annuity payments in lieu of a lump sum payment must be made within sixty (60) days of when the Company receives due proof of death.

IF YOU HAVE ANY QUESTIONS ABOUT YOUR CERTIFICATE, CONTACT THE COMPANY'S ADMINISTRATIVE OFFICE AT 1-877 549-7663 (Toll Free).

AMERICAN NATIONAL INSURANCE COMPANY

A Texas Domiciled Insurer

Home Office: One Moody Plaza, Galveston, Texas 77550-7999

Administrative Office: Post Office Box 7873, San Francisco, California 94120-7873 • Telephone (800) 274-3179

This Amendment is issued as a part of the Policy and any Certificate to which it is attached.

Cash Value Strategies Amendment

Notwithstanding anything to the contrary in the Policy, the Cash Value Strategies provision in the Certificate to which the Amendment is attached is hereby changed to the following:

Cash Value Strategies

All general account company assets are invested in the sole discretion of the Company. However, the Owner may request particular Cash Value Strategies to be used in determining the crediting rate and Market Value Adjustment for the Contract. The Company may cease to accept premiums for a specific strategy upon the giving of written notice to the Owners to that effect. In that event, any new premiums will be accepted subject to the terms and conditions in existence for any other strategy(ies) available at that time. When the Owner effects a change in strategy, the Company reserves the right to adjust the amount of the Account and Surrender Values being transferred to a different strategy by the Market Value Adjustment and retroactive adjustment of interest previously credited as of the date of the change in strategy. The three Strategies available are as follows:

1. Guaranteed One Year Current Market Strategy:

The Guaranteed One Year Current Market Strategy determines the first year crediting rate using a current market "new money" philosophy. This rate is based on the performance of investments currently available in the market.

The current interest rate is guaranteed for a one-year period.

This strategy is available only to new policyholders. Account values may not be transferred from any other strategy into the Guaranteed One Year Current Market Strategy. You will automatically renew at the guaranteed one year portfolio rate currently offered.

If you access (including by transfer) more than 10% of your account value prior to year end, a retroactive interest adjustment will occur. Rather than the quoted rate, you will earn the guaranteed minimum rate on the entire account balance from the beginning of the period. This adjustment will in no way impact crediting for previous years and, if account value remains in the account after such an access, that remaining account value earns the quoted rate for the remainder of the guarantee period. In addition, the retroactive interest adjustment will not apply

if account values are accessed during the 30 day "free" period occurring at the end of each contract year.

2. Index Corporate Bond SELECT Strategy:

The Index Corporate Bond Strategy's crediting yield is determined by the performance of the investment grade bond market as measured by the Lehman Brothers Intermediate Corporate Bond Index (LBICBI). An average of the interest or yields paid on these bonds, less no more than the guaranteed maximum administrative charge, is your crediting yield.

The crediting yield is set on the first day of each month, and is guaranteed to the end of the month.

This strategy is available to new or renewing policyholders. Cash values may not be transferred into this strategy from any of the guaranteed one year strategies.

The crediting yield for this strategy varies monthly based on changes in an average of intermediate corporate bond yields in the market. As long as you remain in this strategy, you will receive the crediting yield available for each month. If you elect to waive your right to transfer among strategies by selecting the Index Corporate Bond Strategy, American National will decrease the administrative charge by 0.20%.

The market value adjustment is based on a formula that recognizes changes in average intermediate corporate bond values over time. A decrease in intermediate corporate bond yields will cause the market value adjustment to increase; an increase in intermediate corporate bond yields will cause the market value adjustment to decrease.

Under certain circumstances, you may be subject to a market value adjustment. This market value adjustment could result in an increase or decrease in your account value.

3. Index 10 Year Treasury SELECT Strategy

The Index 10 Year Treasury Strategy ties its crediting yield to the yields paid on 10 year U.S. Treasury Notes. An average of the interest or yields paid on these notes, less no more than the guaranteed maximum administrative charge, determines your crediting yield.

The crediting yield is set on the first day of each month, and is guaranteed to the end of the month.

This strategy is available to new or renewing policyholders. Cash values may not be transferred into this strategy from any of the guaranteed one year strategies.

The crediting yield for this strategy varies monthly based on changes in an average of 10 year U.S. Treasury yields in the market. As long as you remain in this strategy, you will receive the crediting yield available for each month.

If you elect to waive your right to transfer among strategies by selecting the Index 10 Year Treasury Strategy, American National will decrease the administrative charge by 0.20%.

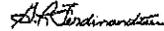
The market value adjustment is based on a formula that recognizes changes in average 10 year Treasury yields over time. A decrease in 10 year Treasury yields will cause the market value adjustment to increase; and increase in 10 year Treasury yields will cause the market value adjustment to decrease.

Under certain circumstances, you may be subject to a market value adjustment. This market value adjustment could result in an increase or decrease in your account value.

This Amendment takes effect and ends with the Policy and any Certificate to which it is attached. Nothing contained in this amendment will be held to change, waiver or extend any provisions of the Policy except as stated.



Secretary



President

Certificate of Receipt and Disclosure American National Insurance Company

CASH VALUE STRATEGY SELECTION

I have selected the following Initial Cash Value Strategy selections:

Guaranteed One Year Strategy: This strategy currently guarantees a first year annualized rate of 7.4% for 12 months from the date proceeds are received. The first year annualized rate for this strategy is declared by the Company. The annualized rate is guaranteed for 12 months. At the end of the 12 month guarantee year you will automatically be renewed at the Guaranteed One Year Strategy annualized rate offered at the time of renewal.

During the 12 month guarantee period if you access in excess of 10% of the strategy's cash value there will be a retroactive interest adjustment equal to the interest credited in excess of the minimum guaranteed rate. This adjustment will in no way impact crediting for previous years and, if cash value remains in the contract after such access, that remaining cash value will continue to receive the original declared rate for the remainder of the 12 month period.

Index Corporate Bond Select Strategy: This strategy's crediting yield is determined by the Lehman Brothers Intermediate Corporate Bond Index (LBICBI). An average of the interest yields paid on these bonds, less no more than the guaranteed maximum administrative charge, is your crediting yield. The crediting yield is set on the first day of each month, and is guaranteed to the end of that month. When you access, withdraw or transfer more than 10% of your cash value during a policy year, a market value adjustment is assessed. The market value adjustment is based on a formula that recognizes the change in the average value of the Lehman Brothers Intermediate Corporate Bond Index over time.

You may transfer to another strategy once per policy year on your policy anniversary. Transfers are subject to strategy availability at the time of transfer.

ANNUITY PRODUCT SELECTION

The annuity is designed to credit a 4% higher interest rate in the first year only. It is anticipated the rate will decrease at the end of the first year and is subject to change each year or month thereafter, depending on the current strategy selection. Funds are credited at the rate in effect on the date funds are received in the Administrative Office. The interest rate will never be less than the guaranteed minimum first year rate of 7.25%, and 3.25% per year thereafter.

FREE LOOK PERIOD

At any time during the 20-day period following receipt of this Certificate, the Owner may cancel this Certificate by returning it to the Company or to the Representative of the Company from whom this Certificate was purchased. A full refund of all premiums paid will be made by the Company within 15 days after the Company receives such returned Certificate. Upon such return this Certificate will be void.

I acknowledge that I have read, or have been read, this disclosure statement and I understand the description of these provisions as they apply to my application. I have also received a Disclosure Statement for Individual Retirement Annuities. I have also received a Contract Summary.

Certificate Number:

LAR0053749

Date of Delivery:

6-30-08

Signature of Certificate Owner

Geroldene N. Reed

Alan G. Hawton, 5006000281

Producer Name and Number

Signature of Producer

American National Insurance Company
P.O. Box 7873
San Francisco, CA 94120-7873

Please return immediately to the address listed above, copy to the Certificate Owner.

American National Insurance Company

DELIVERY STATEMENT

PRODUCER:	ALAN G. HAUGEN	ISSUE DATE:	04/24/2003
ANNUITANT:	GERALDINE K. BELL	PRODUCER NO:	0000000201
CERT NO:	██████████	EFF DATE:	04/21/2003
PARTICIPATING GROUP:	CGT; FIRST SECURITY FINANCIAL SERVICES INC.	GROUP NO:	██████████
OWNER:	GERALDINE K. BELL		
ADDRESS:	3085 ALKI AVENUE SW SEATTLE, WA 98116		

AMOUNT PAID WITH APPLICATION:	\$0.00
SCHEDULED PREMIUM DUE:	\$0.00
FUND TRANSFER RECEIVED:	\$23,571.65
BALANCE DUE:	\$0.00

TO PUT THIS VALUABLE COVERAGE IN FORCE, PLEASE RETURN THE FOLLOWING OUTSTANDING REQUIREMENTS. UPON RECEIPT OF ALL REQUIREMENTS, THE CERTIFICATE OWNER CHECKBOOK WILL BE ORDERED.

SIGNED CERTIFICATE OF RECEIPT AND DISCLOSURE
NOTICE OF PRIVACY POLICY - Please leave with client
DISCLOSURE STATEMENT FOR INDIVIDUAL RETIREMENT ANNUITIES-Please leave with client
CONTRACT SUMMARY-Please leave with client
MINIMUM REQUIRED DISTRIBUTION FORM: Please leave with Client to complete and return to Policyholder Services team.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR NEW BUSINESS DEPARTMENT AT (800) 395-1053, EXT 4016.

FIRST FOLLOW UP: 05/09/2003
 FINAL NOTICE: 05/19/2003

THANK YOU,

Denise H. Dreier
 OPERATIONS DEPARTMENT

P.O. BOX 7873, SAN FRANCISCO, CA 94120
 2090 MARINA AVENUE, PETALUMA, CA 94954
 Telephone: (800) 395-1053, Ext. 4016 Fax: (800) 211-5642

May 14, 2003

Ms. Geraldine K. Bell
3085 Alki Avenue SW
Seattle, WA 98116

Re: Geraldine K. Bell; Certificate No. [REDACTED]

Dear Ms. Bell:

Thank you for purchasing your annuity from American National Insurance Company. Your enclosed certificate outlines the provisions and benefits of your annuity. Please read it carefully. The transfer proceeds from a qualified account with ILannuity and Insurance Company were received on April 21, 2003 in the amount of \$23,571.65. Your account was credited and began earning interest the day the funds were received. This annuity also credits a guaranteed 4% higher interest rate in the first year only. Your initial cash value strategy selection was:

Guaranteed One Year Strategy: This strategy currently guarantees a first year annualized rate of 7.4% for 12 months from the date proceeds are received. The first year annualized rate for this strategy is declared by the Company. The annualized rate is guaranteed for 12 months. At the end of the 12 month guarantee year you will automatically be renewed at the Guaranteed One Year Strategy annualized rate offered at the time of renewal.

During the 12 month guarantee period if you access in excess of 10% of the strategy's cash value there will be a retroactive interest adjustment equal to the interest credited in excess of the minimum guaranteed rate. This adjustment will in no way impact crediting for previous years and, if cash value remains in the contract after such access, that remaining cash value will continue to receive the original declared rate for the remainder of the 12 month period.

Index Corporate Bond Select Strategy: This strategy's crediting yield is determined by the Lehman Brothers Intermediate Corporate Bond Index (LBICBI). An average of the interest yields paid on these bonds, less no more than the guaranteed maximum administrative charge, is your crediting yield. The crediting yield is set on the first day of each month, and is guaranteed to the end of that month. When you access, withdraw or transfer more than 10% of your cash value during a policy year, a market value adjustment is assessed. The market value adjustment is based on a formula that recognizes the change

in the average value of the Lehman Brothers Intermediate Corporate Bond Index over time.

You may transfer to another strategy once per policy year on your policy anniversary. Transfers are subject to strategy availability at the time of transfer.

For convenient withdrawals, a checkbook to access your account will be sent to you in approximately one month. You will receive semiannual statements to keep you informed of the current status of your account. Should you have any questions, please contact your sales representative or our customer service department at (800) 274-3179. We appreciate the opportunity to be of service.

Sincerely,

Denise H. Dreier
Operations Department

DATA PAGE
American National Insurance Company
BenchMark10 Extra 4 Annuity

Name: GERALDINE BELL
Age: 77/F

Issue Date: 04/24/2003
Effective Date: 04/21/2003
Certificate #: XXXXXXXXXX
Group #: XXXXXXXXXX

(Qualified)
Maturity Date: 04/21/2026

Premium Paid: \$23,571.65

Y e a r	A g e	Guaranteed Account Value**	Guaranteed Surrender Value**
1	77	25,281	23,005
2	78	26,102	23,753
3	79	26,951	24,768
4	80	27,826	25,572
5	81	28,731	26,662
6	82	29,665	28,063
7	83	30,629	29,526
8	84	31,624	30,770
9	85	32,652	32,064
10	86	33,713	33,410
11	87	34,809	34,809
12	88	35,940	37,108
13	89	37,108	38,314
14	90	38,314	39,559
15	91	39,559	40,845
16	92	40,845	42,172
17	93	42,172	43,543
18	94	43,543	44,958
19	95	44,958	46,419
20	96	46,419	47,928
21	97	47,928	49,486
22	98	49,486	51,094
23	99	51,094	

Page one. Please see additional page(s) for important explanatory material and disclosure information.

PLAN: ARG004

STATE: WA/ (American National Insurance Company)

A-FW-CT1295-B10-4

DATA PAGE CONTINUED

Current tax laws state that payouts on qualified plans must start by age 70 1/2 (unless requirement is already met).

**Guaranteed values assume the guaranteed cumulative minimum earnings rate of 7.25% for the first year and 3.25% per year thereafter will be credited over the life of the Certificate.

The year end values above assume that the illustrated premiums are paid annually in advance. The guaranteed cumulative minimum earnings are net earnings over the life of the Certificate.

The amount available upon surrender or withdrawal is the Surrender Value (the Account Value of such premium payment less any applicable Surrender Charge of 10% of Account Value in years 1 and 2, 9% of Account Value in years 3 and 4, 8% of Account Value in year 5, 6% of Account Value in year 6, 4% of Account Value in year 7, then declining 1% per annum to 1% of Account Value in year 10), subject to any applicable Market Value Adjustment, and subject to any applicable retroactive interest adjustment. The Guaranteed Surrender Value above assumes a Market Value Adjustment of zero and no retroactive interest adjustments. In no event will the amount payable upon surrender be less than the Guaranteed Surrender Value shown above, adjusted to reflect any prior withdrawals.

PLAN:ARG004

STATE: WA/(American National Insurance Company)

A-FW-CIT295-B10-4

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Product
BenchMark10 Group Annuity

Annuitant:

GERALDINE K BELL
3085 ALKI AVENUE SW
SEATTLE, WA 98116

First Owner:

GERALDINE K BELL
3085 ALKI AVENUE SW
SEATTLE, WA 98116

Beneficiary: REMI BELL, SPOUSE, 100%

Contingent: ~~KAREN HOFFMAN~~, DAUGHTER, 1/3
AIMEE BELL, DAUGHTER, 1/3
THOMAS BELL, SON, 1/3

*Please change to:
"Karen Hoffman"*

Group Number: WDB1041295

Certificate Number:	██████████	Date of Issue:	04/24/2003
Annuitant Issue Age/Sex:	77 / Female	Effective Date:	04/21/2003
Initial Premium:	\$0	Fund Transfer:	\$23,571
Expected Premium:	\$0		

Initial Cash Value Strategy Selection

Strategy	Name	Allocation
241	GUARANTEED ONE YEAR STRATEGY	40.00%
246	INDEX CORPORATE BOND SELECT STRATEGY	60.00%

Please correct Contingent name as indicated above.

*Remi P Bell
8-29-03*

Administrative Office:
 P. O. Box 7873, San Francisco, California 94120-7873
 Telephone (800) 274-3179
 418 East Second Avenue, Rome, GA 30161-3224
 Telephone (877) 549-7663

**American National
 Insurance Company**

MINIMUM REQUIRED DISTRIBUTION (MRD) FORM

NEITHER AMERICAN NATIONAL INSURANCE COMPANY, NOR ITS REPRESENTATIVES PROVIDE TAX ADVICE. WE RECOMMEND YOU CONTACT A TAX ADVISOR FOR ASSISTANCE IN COMPLETING THIS FORM.

- Please DO NOT SEND me my MRD. I will satisfy this requirement elsewhere.
 Please send me my MRD automatically based on the following information.

Part 1—PRIOR YEAR END VALUES

If account values were transferred to your American National Insurance Company contract during the current tax year, please provide the following information:

- Account values as of December 31, of last year for all deposits into this annuity: \$ 20,332.79 ← Value 12-31-02
- Withdrawal(s) taken this year from previous account(s) to satisfy 2003 MRD. \$

If you reach age 70-1/2 in this tax year (and are retired for TSA owners), you may postpone the first distribution until March 31st of next year. This option is only available for the tax year in which you turn 70-1/2.

Part 2—LIFE EXPECTANCY & CALCULATION METHOD

All MRD calculations use the Uniform Lifetime Table unless the Owner's spouse is designated as the sole beneficiary and the spouse is more than ten years younger than the Owner. In that case, the Joint and Survivor Expectancy Table may be used. If the Joint and Last Survivor Expectancy Table is to be used, the information below is required.

- 2002 Uniform Lifetime Distribution Method Joint and Last Survivor Expectancy Distribution Method*
- *If Joint and Last Survivor Expectancy is chosen, please answer the following questions:
- Relationship of Designated Beneficiary: Spouse Non-Spouse
 - Date of Birth of Beneficiary: Month : Day Year

MRD made from your annuity contract are generally taxable (in whole or in part) and subject to federal and state income tax withholding, unless you elect not to have withholding apply. You may incur tax penalties if you elect not to have withholding apply and your estimated tax payments are not sufficient. Depending on your state of residence, state income tax may also apply. Please make your election below:

- Do not withhold federal income tax.
 Withhold federal tax of ____% (at least 10%).
 Withhold state tax of ____% (if applicable).

Please note, direct deposit is not available if withholding is elected.

- If the Joint and Last Survivor Expectancy information is not completed or the information does not meet IRS requirements for distributions under the Joint and Last Survivor Expectancy Table, the Uniform Lifetime Distribution Table will be used.
 If the 10% penalty-free amount is exceeded, charges and penalties will be assessed as outlined in your contract.
 Other comments or instructions:

I understand the elections made on this form apply only to MRD and will continue for the lifetime of the contract unless written notification to change is submitted and approved by the Company.

Geraldine K Bell	
Owner's Name	[REDACTED]
[REDACTED]	[REDACTED]
Social Security Number	Certificate/Policy Number
<i>Geraldine K. Bell</i>	8-29-03
Owner's Signature	Date

September 5, 2003

Geraldine K. Bell
3085 Alki Avenue SW
Seattle, WA 98116

Re: Geraldine K. Bell; Certificate No. [REDACTED]

Dear Ms. Bell:

Our office is in receipt of your request for the Minimum Required Distribution (MRD) for the above referenced annuity. Your MRD for the current tax year was calculated and will be distributed as follows:

Method of calculation: **Uniform Lifetime Table**
Annualized MRD: **\$959.09**
Frequency of Payments: **Annual**

Please be advised that the MRD amount is recalculated each year, however payments will continue under the method of calculation and frequency of payments as specified above unless written notification to discontinue this option is received in our administrative office.

Please note that any other distributions you take from the above referenced annuity will not reduce the amount we distribute. If you do not want to receive any additional distribution, or would like your distribution recalculated to include other withdrawals, please advise us in writing.

We appreciate the opportunity to be of service. Should you have any questions, please do not hesitate to contact our Policyholder Service Department at (877) 549-7663 (toll free).

Sincerely,

Policyholder Service Department

cc: Alan G. Haugen 0000000201

01200CSCL

September 16, 2003

Geraldine K. Bell
3085 Alki Avenue Sw
Seattle, WA 98116

Re: Geraldine K. Bell; Certificate No. [REDACTED]

Dear Mrs. Bell:

This letter is to serve as confirmation that the Beneficiary Designation for the referenced certificate reads as follows:

<u>Primary Beneficiary</u>	<u>Relationship</u>	<u>Allocation</u>
Remi Bell	Spouse	100%
<u>Contingent Beneficiary</u>	<u>Relationship</u>	<u>Allocation</u>
Karen Hoffman	Daughter	1/3%
Aimee Bell	Daughter	1/3%
Thomas Bell	Son	1/3%

If this information is incorrect please contact our Policyholder Service Department at (877) 549-7663. We appreciate the opportunity to be of service.

Sincerely,

Policyholder Service Department

cc: Alan G. Haugen 0000000201

DATA PAGE
American National Insurance Company
BenchMark10 Extra 4 Annuity

Name: REMI BELL
Age: 75/M

Premium Paid: \$76,889.77

Issue Date: 05/15/2003
Effective Date: 05/14/2003
Certificate #: LAR0052872
Group #: WDB1041295

(Qualified)
Maturity Date: 05/14/2028

Y e a r	A g e	Guaranteed Account Value**	Guaranteed Surrender Value**
1	75	82,464	75,042
2	76	85,144	77,481
3	77	87,912	80,791
4	78	90,769	83,416
5	79	93,719	86,971
6	80	96,765	91,539
7	81	99,909	96,113
8	82	103,156	100,371
9	83	106,509	104,592
10	84	109,971	108,981
11	85	113,545	113,545
12	86	117,235	117,235
13	87	121,045	121,045
14	88	124,979	124,979
15	89	129,041	129,041
16	90	133,235	133,235
17	91	137,565	137,565
18	92	142,035	142,035
19	93	146,652	146,652
20	94	151,418	151,418
21	95	156,339	156,339
22	96	161,420	161,420
23	97	166,666	166,666
24	98	172,083	172,083
25	99	177,675	177,675

Page one. Please see additional page(s) for important explanatory material and disclosure information.

PLAN:ARG004

STATE: WA/ (American National Insurance Company)

A-FW-CT1295-E10-4

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DATA PAGE CONTINUED

Current tax laws state that payouts on qualified plans must start by age 70 1/2 (unless requirement is already met).

**Guaranteed values assume the guaranteed cumulative minimum earnings rate of 7.25% for the first year and 3.25% per year thereafter will be credited over the life of the Certificate.

The year end values above assume that the illustrated premiums are paid annually in advance. The guaranteed cumulative minimum earnings are net earnings over the life of the Certificate.

The amount available upon surrender or withdrawal is the Surrender Value (the Account Value of such premium payment less any applicable Surrender Charge of 10% of Account Value in years 1 and 2, 9% of Account Value in years 3 and 4, 8% of Account Value in year 5, 6% of Account Value in year 6, 4% of Account Value in year 7, then declining 1% per annum to 1% of Account Value in year 10), subject to any applicable Market Value Adjustment, and subject to any applicable retroactive interest adjustment. The Guaranteed Surrender Value above assumes a Market Value Adjustment of zero and no retroactive interest adjustments. In no event will the amount payable upon surrender be less than the Guaranteed Surrender Value shown above, adjusted to reflect any prior withdrawals.

GENERAL PROVISIONS

The Contract This Policy and the Certificates issued hereunder, including the Data Page and the attached application, constitute the entire annuity contract. All statements made in an application are representations and not warranties. No statement will be used to challenge the validity of the Certificate or to deny a claim unless made in the application, a copy of which is attached to the Certificate.

Effective Date Coverage provided by the Certificate is effective as of the Effective Date shown on the Certificate Data Page. Certificate years and anniversaries are determined from the Effective Date.

Authority To Change No one except the President or Secretary of the Company may change or waive any of the terms of this Contract. Any change must be in writing and signed by the President or the Secretary of the Company.

Incontestability The Company will not contest the Certificate after it has been in force during the lifetime of the Annuitant for a period of two years following the Effective Date.

Age and Sex If the age or sex of the Annuitant has been misstated, benefits will be adjusted to give effect to the true age and sex. Age will be calculated as of the nearest birthday.

Assignment The Certificate may be assigned. No assignment will bind the Company unless and until a copy of the properly executed instrument of assignment is received at the Company's Administrative Office. The Company is not responsible for the form or effect of any assignment.

Owner Owner means Certificate Owner. If no Owner is named on the Certificate, the Annuitant will be the Owner. If no Owner is named and there are joint Annuitants, the joint Annuitants will be joint Owners. In the event joint Owners are named, all elections and other actions which may be taken by the Owner or Annuitant pursuant to the terms of the Certificate require joint action of both such persons. Absent such joint action, the election or other action of one Owner will be ineffective. During the Annuitant's life, the Owner has all rights under the Certificate prior to the Annuity Date, except that if a Beneficiary has been named irrevocably the Owner may not

change the Beneficiary without the Beneficiary's prior written consent. If the Owner dies and no new Owner is named, the Owner's estate will be the new Owner. All the Owner's rights under the Certificate expire on the Annuity Date.

Beneficiary If no Beneficiary is named, or if no Beneficiary survives the Annuitant, the Owner will be the Beneficiary. If two or more Beneficiaries survive the Annuitant and it is not stated how they will share in the proceeds, then each Beneficiary will share equally.

Change The Owner may transfer the Certificate or change the Beneficiary (other than a Beneficiary named irrevocably) while the Annuitant is living. A change of Owner or Beneficiary does not bind the Company unless said change is made in writing and received by the Company at its Administrative Office. Changes will be effective on the date the change request was signed, but will not apply to any action taken by the Company before it received written notice of the change.

Annuity Date The Annuity Date of the Certificate is shown on both the Application and the Data Page. The Owner may change the Annuity Date to an earlier or later date.

Terms of Annuity Payment The Account Value of the Certificate will be applied to provide the annuity under the selected Settlement Option at the Annuity Date. The first payment will be made on the Annuity Date.

The Company may require proof of the true age and sex of an Annuitant before making the first annuity payment. In order to receive payments, the Annuitant must be living on the Annuity Date and on the date that each subsequent payment is due. The Company may require proof from time to time that this condition has been met.

Conformity With Applicable Laws If any provision of the Certificate is in conflict with the laws of the State which governs the Certificate, such provision will be deemed to be amended to conform with such laws.

Administrative Error The Certificate states the amount of annuity benefits to be provided thereunder. No action by the Company, whether by mistake or otherwise, will convey any greater or lesser benefit other than that which was applied for, and for which premiums have been paid.

PREMIUMS; ACCOUNT AND SURRENDER VALUES

Premiums

Certificate premiums may be paid at the Company's Administrative Office, or to a producer (licensed insurance agent) of the Company in exchange for a signed official Company receipt. The initial premium payment, as reflected on the Certificate Data Page, is due on the Effective Date. After the initial premium payment, premiums may be paid at any time during the life of the Annuitant and prior to the Annuity Date. The Company may limit the amount of premium that it will accept in any Certificate year. All premium payments, less any premium-related taxes, fees or assessments imposed by any Federal, State or Municipal taxing authority, which have not otherwise been deducted or offset, are credited to the Account Value on the day received by the Company at its Administrative Office.

Cash Value Strategies

All general account Company assets are invested in the sole discretion of the Company. However, the Owner may request particular Cash Value Strategies to be used in determining the crediting rate and Market Value Adjustment for the Contract. The Owner may change these strategy selections twice in any 12 month period without charge. The Company may cease to accept premiums for a specific strategy upon the giving of written notice to Owners to that effect. In that event, any new premiums will be accepted subject to the terms and conditions in existence for any other strategy(ies) available at that time. When the Owner effects a change in strategy, the Company reserves the right to adjust the amount of the Account and Surrender Values being transferred to a different strategy by the Market Value Adjustment and retroactive adjustment of interest previously credited as of the date of the change in strategy. The three Strategies available are as follows:

1. Guaranteed One Year Current Market Strategy:

The Guaranteed One Year Current Market Strategy determines the first year crediting rate using a current market "new money" philosophy. This rate is based on the performance of investments currently available in the market.

The current interest rate is guaranteed for a one-year period.

This strategy is available only to new policyholders. Account values may not be transferred from any other strategy into the Guaranteed One Year Current Market Strategy.

Within the 30 days following the end of the strategy guarantee year, you may renew at the guaranteed one year portfolio rate currently offered or choose another available cash value strategy. Available transfer options are the Guaranteed Index Yield Strategy or the

Guaranteed Total Return Strategy. If no action is taken, you will automatically be renewed at the portfolio rate.

If you access (including by transfer) more than 10% of your accumulated account value prior to year end, a "retroactive interest adjustment" will occur. Rather than the quoted rate, you will earn the guaranteed minimum rate on the entire account balance from the beginning of the period. This adjustment will in no way impact crediting for previous years and, if account value remains in the account after such an access, that remaining account value earns the quoted rate for the remainder of the guarantee period. In addition, the retroactive interest adjustment will not apply if account values are accessed during the 30 day "free" period occurring at the end of each contract year.

2. Guaranteed Index Yield Strategy:

The Guaranteed Index Yield Strategy's crediting rate is determined by the performance of the investment grade bond market as measured by the Lehman Brothers Aggregate Bond Index (LBABI).

The crediting rate is set on the first day of each month, and is guaranteed to the end of the month.

A market value adjustment is triggered when you access or transfer to another strategy more than 10% of your account value in a given year.

The market value adjustment is based on the underlying value of the bonds making up the Lehman Brothers Aggregate Bond Index. If bond prices go up, your account values will increase; if they go down, your account values could also go down. However, if you annuitize your accumulated values within your annuity you avoid realizing the market value adjustment.

3. Guaranteed Total Return Strategy:

The Guaranteed Total Return Strategy's interest crediting is based on the performance of the investment grade bond market as measured by the Lehman Brothers Aggregate Bond Index (LBABI). Your crediting rate is the total return, (coupon interest added to the price changes) on the bonds making up the LBABI.

Other than the minimum guarantee provided over the life of the product purchased, this strategy provides no crediting rate guarantee. Instead, either a gain or a loss is realized each month, based on the total return performance of the LBABI for the previous month. The total return is credited each month on the first day of the month.

There are no penalties associated with this strategy.

Account Value The Certificate guarantees that cumulative net earnings on premium payments over the life of the Certificate, after giving effect to any applicable Market Value Adjustment and retroactive adjustment of interest previously credited will aggregate not less than 7.25% for the first year and 3.25% per year thereafter. The opportunity for earnings in excess of the guaranteed earnings are provided on two levels, based upon the Cash Value Strategy selected. First, the Company will guarantee for successive 12 month periods the rate of the first level of additional earnings. Earnings in excess of the 12 month guaranteed rate may be credited to the Account Value monthly, and will reflect the net earnings rates available under the Cash Value Strategy selected. The Account Value at any time is calculated as follows:

1. gross premiums received;
2. less premium-related taxes, fees or assessments imposed by any Federal, State or Municipal taxing authority which have not otherwise been deducted or offset;
3. less deductions made upon any surrender or withdrawal;
4. plus guaranteed earnings and any additional earnings credited to the Account Value based on the Cash Value Strategy selected.

All premium payments are credited to the Account Value on the day received by the Company at its Administrative Office.

Surrender Value The Surrender Value is equal to the Account Value, less any applicable Surrender Charge, and adjusted to reflect any applicable Market Value Adjustment and retroactive adjustment of interest previously credited. In no event, however, will the amount received upon surrender, as described herein, be less than the Guaranteed Surrender Value.

Guaranteed Surrender Value The Guaranteed Surrender Value at any time is equal to the Account Value calculated with cumulative net earnings of 7.25% for the first year and 3.25% per year thereafter from the Effective Date less any applicable Surrender Charge.

Market Value Adjustment and Retroactive Adjustment of Interest In the event of a transaction such as a surrender, a withdrawal exceeding 10% of the Account Value in any Certificate year or a change in Cash Value Strategy, adjustments may be made to the Account Value. The nature of any such adjustment will depend on the current Cash Value Strategy. On certain Cash Value

Strategies, a Market Value Adjustment will be applied. The Market Value Adjustment compares the market value of the asset base in the Cash Value Strategy at the time of a transaction, with the market value at the time any premium, to which the Account Value is attributable, was received, and may be positive or negative. A more complete explanation of the Market Value Adjustment is available upon request. Certain other Cash Value Strategies may have a guaranteed

interest rate in excess of the 7.25% first year guarantee and 3.25% per year guarantee thereafter for a specific period. The guarantee period may involve a retroactive adjustment of interest previously credited. The adjustment applies if the transactions described above occur outside of the 30-day period following the end of the guarantee period. In such event, the cumulative earnings will be adjusted to 7.25% for the first year or 3.25% thereafter retroactive to the beginning of the then current guarantee period.

Withdrawals The Owner may withdraw up to 10% of the Account Value in any Certificate year. If a withdrawal in any Certificate year exceeds 10% of the Account Value, the amount of such excess withdrawal will be subject to any applicable Surrender Charge, Market Value Adjustment and retroactive adjustment of interest previously credited. The minimum amount which may be withdrawn at any time is \$500. The Company will advise the Owner of the amount of such reductions at the time the withdrawal request is made. The Company may defer payment of amounts withdrawn for up to six months.

Confinement Waiver The Owner may withdraw all or part of the Account Value in any Certificate year in the event of Hospital, Hospice Facility, or Convalescent Care Facility confinement of both Owners in the case of joint owners or the Owner.

Convalescent Care Facility means an institution which: (i) is licensed by the state as a convalescent nursing facility, a skilled 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 graduate registered nurse (R.N.); and (iii) maintains a daily record of each patient which is available for review by the Company; and (iv) administers a planned program of observation and treatment by a Physician (other than the proprietor or an employee of such facility) which is in accordance with existing standards of medical practice for the injury or sickness causing the confinement.

Convalescent Care Facility does not mean a facility or any part of a facility used primarily for: rest care; training or education; 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 major 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 graduate registered nurse (R.N.).

Hospital shall not include any institution which: is principally a rest home, nursing home, convalescent home, home for the aged; or is principally an institution for the care and treatment of alcohol or chemical dependency.

Physician means a practitioner of the healing arts, who is duly licensed by the state to treat the Injury or Sickness causing the loss, who is not a member of the Owner's family or an employee of the Convalescent Care Facility or Hospice Facility where you are confined.

Injury means an accidental bodily injury sustained while the Certificate is in force which directly and independently of Sickness and other causes results in loss covered by the Certificate.

Sickness means a Sickness, disease or physical impairment which first manifests itself while the Certificate is in force.

The Company will waive the applicable charge for early surrender and partial withdrawals if the following conditions are satisfied:

1. The Owner(s) must be confined to a Hospital, Hospice Facility or Convalescent Care Facility for at least 60 consecutive days.
2. Issue Age 70 or below 100% of Account Value is available
Issue Age 71-80 50% of Account Value is available
Issue Age 81 and above 25% of Account Value is available
3. The Owner(s) must have entered the Hospital, Hospice Facility, or Convalescent Care Facility after ninety (90) days from the effective date of the annuity.

4. The Owner(s) must request the withdrawal no later than ninety (90) days following the date that confinement has ceased.
5. Confinement in a Convalescent Care Facility or Hospice Facility must be recommended by a Physician.
6. The withdrawal request must be accompanied by written proof of confinement.

Minimum Required Distribution

The owner may withdraw tax qualified benefits under Section 401, Section 403, or Section 408 of the Internal Revenue Code of 1954, as amended. If a withdrawal in any Certificate year exceeds 10% of the Account Value, the amount of such excess withdrawal will be subject to any applicable Surrender Charge, Market Value Adjustment and retroactive adjustment of interest previously credited.

Charge for Early Surrender and Partial Withdrawals

Except in the case of the penalty free partial withdrawal, a Surrender Charge will be levied if account values are withdrawn or a Certificate is surrendered. The Surrender Charge will be levied against the account value attributable to each premium payment and will be equal to a percentage of such account value based on the certificate years which have elapsed since the receipt of the underlying premium payment. The percentages charged are shown on the Data Page.

Surrender

The Owner may surrender the Certificate at any time for its Surrender Value. The Company may defer payment upon surrender of the Certificate for up to six months.

Statements

The Company will furnish to the Owner quarterly, and at any time upon request, a statement reflecting the total amount of Account and Surrender Values.

SETTLEMENT OPTIONS

The Account Value, adjusted for any Market Value Adjustment, retroactive adjustment of interest previously credited and less any applicable premium-related taxes, fees, or assessments imposed by any Federal, State or Municipal taxing authority, may be applied at any time after the Certificate has been in force for at least one year, to one of the Settlement Options described below. Prior to the death of the Annuitant and prior to the Annuity Date, the Owner has the right to select a Settlement Option and designate the recipient of the payments. Upon the death of the Annuitant and prior to the Annuity Date, the Beneficiary has the right to select a Settlement Option and designate the recipient of the payments. At the Annuity Date, the Annuitant has the right to select a Settlement Option and designate the recipient of the payments.

An election must be made in writing, and is irrevocable after payments commence.

General Provisions Relating to Settlement Options

The first payment under Option 2 or 3 is paid on the date the amount is applied to the option. The first payment under Option 1 is paid at the end of the first interest period. The first payment may be postponed for up to 10 years with the Company's consent. If so, the amount applied to the option will accumulate with compound interest at the effective rate of 3% per year. To avoid making payments of less than \$20.00 each, the Company can do either or both of the following:

AMERICAN NATIONAL INSURANCE COMPANY

A Texas Domiciled Insurer

Home Office: One Moody Plaza, Galveston, Texas 77550-7999

Administrative Office: Post Office Box 7873, San Francisco, California 94120-7873 • Telephone (800) 274-3179

This Amendment is issued as a part of the Policy and any Certificate to which it is attached.

Cash Value Strategies Amendment

Notwithstanding anything to the contrary in the Policy, the Cash Value Strategies provision in the Certificate to which the Amendment is attached is hereby changed to the following:

Cash Value Strategies

All general account company assets are invested in the sole discretion of the Company. However, the Owner may request particular Cash Value Strategies to be used in determining the crediting rate and Market Value Adjustment for the Contract. The Company may cease to accept premiums for a specific strategy upon the giving of written notice to the Owners to that effect. In that event, any new premiums will be accepted subject to the terms and conditions in existence for any other strategy(ies) available at that time. When the Owner effects a change in strategy, the Company reserves the right to adjust the amount of the Account and Surrender Values being transferred to a different strategy by the Market Value Adjustment and retroactive adjustment of interest previously credited as of the date of the change in strategy. The three Strategies available are as follows:

1. Guaranteed One Year Current Market Strategy:

The Guaranteed One Year Current Market Strategy determines the first year crediting rate using a current market "new money" philosophy. This rate is based on the performance of investments currently available in the market.

The current interest rate is guaranteed for a one-year period.

This strategy is available only to new policyholders. Account values may not be transferred from any other strategy into the Guaranteed One Year Current Market Strategy. You will automatically renew at the guaranteed one year portfolio rate currently offered.

If you access (including by transfer) more than 10% of your account value prior to year end, a retroactive interest adjustment will occur. Rather than the quoted rate, you will earn the guaranteed minimum rate on the entire account balance from the beginning of the period. This adjustment will in no way impact crediting for previous years and, if account value remains in the account after such an access, that remaining account value earns the quoted rate for the remainder of the guarantee period. In addition, the retroactive interest adjustment will not apply

if account values are accessed during the 30 day "free" period occurring at the end of each contract year.

2. Index Corporate Bond SELECT Strategy:

The Index Corporate Bond Strategy's crediting yield is determined by the performance of the investment grade bond market as measured by the Lehman Brothers Intermediate Corporate Bond Index (LBICBI). An average of the interest or yields paid on these bonds, less no more than the guaranteed maximum administrative charge, is your crediting yield.

The crediting yield is set on the first day of each month, and is guaranteed to the end of the month.

This strategy is available to new or renewing policyholders. Cash values may not be transferred into this strategy from any of the guaranteed one year strategies.

The crediting yield for this strategy varies monthly based on changes in an average of intermediate corporate bond yields in the market. As long as you remain in this strategy, you will receive the crediting yield available for each month. If you elect to waive your right to transfer among strategies by selecting the Index Corporate Bond Strategy, American National will decrease the administrative charge by 0.20%.

The market value adjustment is based on a formula that recognizes changes in average intermediate corporate bond values over time. A decrease in intermediate corporate bond yields will cause the market value adjustment to increase; an increase in intermediate corporate bond yields will cause the market value adjustment to decrease.

Under certain circumstances, you may be subject to a market value adjustment. This market value adjustment could result in an increase or decrease in your account value.

3. Index 10 Year Treasury SELECT Strategy

The Index 10 Year Treasury Strategy ties its crediting yield to the yields paid on 10 year U.S. Treasury Notes. An average of the interest or yields paid on these notes, less no more than the guaranteed maximum administrative charge, determines your crediting yield.

The crediting yield is set on the first day of each month, and is guaranteed to the end of the month.

This strategy is available to new or renewing policyholders. Cash values may not be transferred into this strategy from any of the guaranteed one year strategies.

The crediting yield for this strategy varies monthly based on changes in an average of 10 year U.S. Treasury yields in the market. As long as you remain in this strategy, you will receive the crediting yield available for each month.

If you elect to waive your right to transfer among strategies by selecting the Index 10 Year Treasury Strategy, American National will decrease the administrative charge by 0.20%.

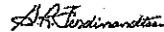
The market value adjustment is based on a formula that recognizes changes in average 10 year Treasury yields over time. A decrease in 10 year Treasury yields will cause the market value adjustment to increase; and increase in 10 year Treasury yields will cause the market value adjustment to decrease.

Under certain circumstances, you may be subject to a market value adjustment. This market value adjustment could result in an increase or decrease in your account value.

This Amendment takes effect and ends with the Policy and any Certificate to which it is attached. Nothing contained in this amendment will be held to change, waiver or extend any provisions of the Policy except as stated.



Secretary



President

Certificate of Receipt and Disclosure American National Insurance Company

CASH VALUE STRATEGY SELECTION

I have selected the following Initial Cash Value Strategy selections:

Guaranteed One Year Strategy: This strategy currently guarantees a first year annualized rate of 7.40% for 12 months from the date proceeds are received. The first year annualized rate for this strategy is declared by the Company. The annualized rate is guaranteed for 12 months. At the end of the 12 month guarantee year you will automatically be renewed at the Guaranteed One Year Strategy annualized rate offered at the time of renewal.

During the 12 month guarantee period if you access in excess of 10% of the strategy's cash value there will be a retroactive interest adjustment equal to the interest credited in excess of the minimum guaranteed rate. This adjustment will in no way impact crediting for previous years and, if cash value remains in the contract after such access, that remaining cash value will continue to receive the original declared rate for the remainder of the 12 month period.

Index Corporate Bond Select Strategy: This strategy's crediting yield is determined by the Lehman Brothers Intermediate Corporate Bond Index (LBICBI). An average of the interest yields paid on these bonds, less no more than the guaranteed maximum administrative charge, is your crediting yield. The crediting yield is set on the first day of each month, and is guaranteed to the end of that month. When you access, withdraw or transfer more than 10% of your cash value during a policy year, a market value adjustment is assessed. The market value adjustment is based on a formula that recognizes the change in the average value of the Lehman Brothers Intermediate Corporate Bond Index over time.

ANNUITY PRODUCT SELECTION

The annuity is designed to credit a 4% higher interest rate in the first year only. It is anticipated the rate will decrease at the end of the first year and is subject to change each year or month thereafter, depending on the current strategy selection. Funds are credited at the rate in effect on the date funds are received in the Administrative Office. The interest rate will never be less than the guaranteed minimum first year rate of 7.25%, and 3.25% per year thereafter.

FREE LOOK PERIOD

At any time during the 20-day period following receipt of this Certificate, the Owner may cancel this Certificate by returning it to the Company or to the Representative of the Company from whom this Certificate was purchased. A full refund of all premiums paid will be made by the Company within 15 days after the Company receives such returned Certificate. Upon such return this Certificate will be void.

I acknowledge that I have read, or have been read, this disclosure statement and I understand the description of these provisions as they apply to my application. I have also received a Disclosure Statement for Individual Retirement Annuities. I have also received a Contract Summary.

Certificate Number: LAR0052872

Date of Delivery: 6-30-03

Remi P Bell
Signature of Certificate Owner

Alan G. Hansen, 000000201
Producer Name and Number

[Signature]
Signature of Producer

American National Insurance Company
P.O. Box 7873
San Francisco, CA 94120-7873

Please return immediately to the address listed above, copy to the Certificate Owner.

Administrative Office:
 P. O. Box 7873, San Francisco, California 94120-7873
 Telephone (800) 274-3179
 418 East Second Avenue, Rome, GA 30161-3224
 Telephone (877) 549-7663

**American National
 Insurance Company**

MINIMUM REQUIRED DISTRIBUTION (MRD) FORM

NEITHER AMERICAN NATIONAL INSURANCE COMPANY, NOR ITS REPRESENTATIVES PROVIDE TAX ADVICE. WE RECOMMEND YOU CONTACT A TAX ADVISOR FOR ASSISTANCE IN COMPLETING THIS FORM.

- Please DO NOT SEND me my MRD. I will satisfy this requirement elsewhere.
 Please send me my MRD automatically based on the following information.

Part 1—PRIOR YEAR END VALUES

If account values were transferred to your American National Insurance Company contract during the current tax year, please provide the following information:

1. Account values as of December 31, of last year for all deposits into this annuity: \$
2. Withdrawal(s) taken this year from previous account(s) to satisfy 2003 MRD. \$

If you reach age 70-1/2 in this tax year (and are retired for TSA owners), you may postpone the first distribution until March 31st of next year. This option is only available for the tax year in which you turn 70-1/2.

Part 2—LIFE EXPECTANCY & CALCULATION METHOD

All MRD calculations use the Uniform Lifetime Table unless the Owner's spouse is designated as the sole beneficiary and the spouse is more than ten years younger than the Owner. In that case, the Joint and Survivor Expectancy Table may be used. If the Joint and Last Survivor Expectancy Table is to be used, the information below is required.

- 2002 Uniform Lifetime Distribution Method
 Joint and Last Survivor Expectancy Distribution Method*
 *If Joint and Last Survivor Expectancy is chosen, please answer the following questions:

1. Relationship of Designated Beneficiary: Spouse Non-Spouse
 2. Date of Birth of Beneficiary:
 Month Day Year

MRD made from your annuity contract are generally taxable (in whole or in part) and subject to federal and state income tax withholding, unless you elect not to have withholding apply. You may incur tax penalties if you elect not to have withholding apply and your estimated tax payments are not sufficient. Depending on your state of residence, state income tax may also apply. Please make your election below:

- Do not withhold federal income tax.
 Withhold federal tax of ____% (at least 10%).
 Withhold state tax of ____% (if applicable).

Please note, direct deposit is not available if withholding is elected.

- If the Joint and Last Survivor Expectancy information is not completed or the information does not meet IRS requirements for distributions under the Joint and Last Survivor Expectancy Table, the Uniform Lifetime Distribution Table will be used.
 If the 10% penalty-free amount is exceeded, charges and penalties will be assessed as outlined in your contract.
 Other comments or instructions: _____

I understand the elections made on this form apply only to MRD and will continue for the lifetime of the contract unless written notification to change is submitted and approved by the Company.

<u>Remi P Bell</u> Owner's Name	
<input type="text"/>	<input type="text"/>
<u>Remi P Bell</u> Owner's Signature	<u>8-29-03</u> Date

**AMERICAN
NATIONAL**

AMERICAN NATIONAL INSURANCE COMPANY

Administrative Office: P.O. Box 100218
Rome, GA 30162-7218
Telephone: 800-300-0519
Fax: 706-368-5990

September 25, 2003

Remi P. Bell
3085 Alki Avenue Sw
Seattle, WA 98116

Re: Remi P. Bell; Certificate No. [REDACTED]
FIRST REQUEST

Dear Mr. Remi P. Bell:

Thank you for becoming a client of American National Insurance Company. We appreciate your business and look forward to serving your financial needs.

In order to provide you with the highest level of service, we require certain documents in order to keep your file complete. We find it is often much faster to ask you, our valued policyholder, to send us these documents rather than contact your agent. That's why we have sent you the enclosed Notice Regarding Replacement. Please take a moment now and sign the enclosures where indicated in order to complete your annuity certificate with American National Insurance Company.

Keep one copy with your certificate, and mail one copy to our office within 15 business days of receiving this letter using the convenient postage paid envelope. We want you to achieve your financial goals, so won't you take a moment now to help us?

We thank you again for your business and look forward to serving you in the future. Please call the Phone Team at 800-300-0519 extension 4091 if you have any questions.

Sincerely,

Tabitha Kelley
Operations Department

Enclosures

cc: Alan G. Haugen 0000000201
Jeffrey F. Smith 0000010001

01300DERQFU

May 15, 2003

Mr. Remi P. Bell
3085 Alki Avenue SouthWest
Seattle, WA 98116

Re: Remi P. Bell; Certificate No. [REDACTED]

Dear Mr. Bell:

Thank you for purchasing your annuity from American National Insurance Company. Your enclosed certificate outlines the provisions and benefits of your annuity. Please read it carefully. The transfer proceeds from a qualified account with IL Annuity and Insurance Company were received on May 14th, 2003 in the amount of \$76,889.77. Your account was credited and began earning interest the day the funds were received. This annuity also credits a guaranteed 4% higher interest rate in the first year only. Your initial cash value strategy selection was:

Guaranteed One Year Strategy: This strategy currently guarantees a first year annualized rate of 7.40% for 12 months from the date proceeds are received. The first year annualized rate for this strategy is declared by the Company. The annualized rate is guaranteed for 12 months. At the end of the 12 month guarantee year you will automatically be renewed at the Guaranteed One Year Strategy annualized rate offered at the time of renewal.

During the 12 month guarantee period if you access in excess of 10% of the strategy's cash value there will be a retroactive interest adjustment equal to the interest credited in excess of the minimum guaranteed rate. This adjustment will in no way impact crediting for previous years and, if cash value remains in the contract after such access, that remaining cash value will continue to receive the original declared rate for the remainder of the 12 month period.

Index Corporate Bond Select Strategy: This strategy's crediting yield is determined by the Lehman Brothers Intermediate Corporate Bond Index (LBICBI). An average of the interest yields paid on these bonds, less no more than the guaranteed maximum administrative charge, is your crediting yield. The crediting yield is set on the first day of each month, and is guaranteed to the end of that month. When you access, withdraw or transfer more than 10% of your cash value during a policy year, a market value adjustment is assessed. The market value adjustment is based on a formula that recognizes the change in the average value of the Lehman Brothers Intermediate Corporate Bond Index over time.

For convenient withdrawals, a checkbook to access your account will be sent to you in approximately one month. You will receive semiannual statements to keep you informed of the current status of your account. Should you have any questions, please contact your sales representative or our customer service department at (800) 274-3179. We appreciate the opportunity to be of service.

Sincerely,

Stephanie G. Parsons
Operations Department

American National Insurance Company

DELIVERY STATEMENT

	ISSUE DATE: 05/15/2003
PRODUCER: ALAN G. HAUGEN	PRODUCER NO: 0000000201
ANNUITANT: REMI P. BELL	EFF DATE: 05/14/2003
CERT NO: [REDACTED]	GROUP NO: [REDACTED]
PARTICIPATING GROUP: CGT / FIRST SECURITY FINANCIAL SERVICES, INC.	
OWNER: REMI P. BELL	
ADDRESS: 3085 ALKI AVENUE SOUTHWEST SEATTLE, WA 98116	

AMOUNT PAID WITH APPLICATION:	\$0.00
SCHEDULED PREMIUM DUE:	\$0.00
FUND TRANSFER RECEIVED:	\$76,889.77

BALANCE DUE:	\$0.00

TO PUT THIS VALUABLE COVERAGE IN FORCE, PLEASE RETURN THE FOLLOWING OUTSTANDING REQUIREMENTS. UPON RECEIPT OF ALL REQUIREMENTS, THE CERTIFICATE OWNER CHECKBOOK WILL BE ORDERED.

- **SIGNED CERTIFICATE OF RECEIPT AND DISCLOSURE**
- **NOTICE OF PRIVACY POLICY** – Please leave with client
- **DISCLOSURE STATEMENT FOR INDIVIDUAL RETIREMENT ANNUITIES**-Please leave with client
- **CONTRACT SUMMARY**-Please leave with client.
- **SIGNED NOTICE REGARDING REPLACEMENT** – Required by the state of Washington when replacement is involved. Original Notice incomplete.
- **MINIMUM REQUIRED DISTRIBUTION FORM** – Please leave with Client to complete and return to Policyholder Services team.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR NEW BUSINESS DEPARTMENT AT (800) 395-1053, EXT 4016.

FIRST FOLLOW UP: 05/30/2003
FINAL NOTICE: 06/09/2003

THANK YOU,

Stephanie G. Parsons
OPERATIONS DEPARTMENT

P.O. BOX 7873, SAN FRANCISCO, CA 94120
2090 MARINA AVENUE, PETALUMA, CA 94954
Telephone: (800) 395-1053, Ext. 4016 Fax: (800) 211-5642

13

Annuity Application

Product: Spectrum Choice Bonus SPDA FPDA

FIDELITY AND GUARANTY LIFE INSURANCE COMPANY • Home Office: Baltimore, Maryland

Owner(s)

Name: FIRST TRUST
 Social Security No.: [REDACTED]
 Male Female Birth Date: _____
 Address: 717 17th St #2600
DENVER CO 80202
 Phone No.: 303-793-2223

Joint Owner (if any): _____
 Social Security No.: _____
 Male Female Birth Date: _____
 Address: _____
 Phone No.: _____
 Relationship to Owner: _____

Annuitant(s)
 (if other than Owner)

Name: Remi Bell
 Social Security or Tax ID No.: [REDACTED]
 Male Female Birth Date: _____
 Address: 9103 Fortena Dr #9401
MERCER Island WA 98040

Joint/Contingent (if any): _____
 Social Security or Tax ID No.: _____
 Male Female Birth Date: _____
 Address: _____

Beneficiary

Primary: FIRST TRUST FBO REMI BELL Contingent: _____

Plan

Nonqualified Qualified IRA Rollover IRA Transfer Roth IRA
 Tax-Sheltered Annuity (owner must be annuitant) Other (specify plan type): _____

Replacement

Do you have an existing life insurance or annuity policy? Yes No
 Will the annuity applied for replace or change an existing life insurance or annuity policy? Yes No
 if a 1035 Exchange or 90-24 Transfer, attach applicable forms. Transfer/Exchange Amount: \$ _____
 Policy/Certificate No.: _____ Company: _____

Premium Make check payable to Fidelity and Guaranty Life Insurance Company.	1 Year S&P 500 Index - Monthly Point-to-Point _____ % of premium	Initial/Single Premium Paid: (premium paid with application) \$ _____ Minimum of \$2,000 per option. Whole numbers only. Must equal 100%. <small>*Option only available for Spectrum Rewards Choice 9 **Option only available for Spectrum Rewards Choice 7 ***Other options avail. for Spectrum Rewards Choice 7&8</small>
	2 Year S&P 500 Index - Monthly Point-to-Point* _____ % of premium	
	3 Year S&P 500 Index - Monthly Point-to-Point** _____ % of premium	
	1 Year S&P 500 Index - Monthly Averaging** _____ % of premium	
	1 Year S&P 500 Index - Annual Point-to-Point** _____ % of premium	
	1 Year Fixed Interest <u>100</u> % of premium	

Special Instructions

I (We) have read the statements made in this application. To the best of my (our) knowledge and belief, the statements made are complete, true, and correctly recorded. I (We) understand that: a copy of this application page will form a part of any annuity issued; the annuity will not take effect until delivered to the Owner; and no agent can modify any annuity issued.

Fraud Warning Notice: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and may subject such person to criminal and civil penalties.

Signed at DENVER Colorado Date: 5-25-08
 Signature(s) of Owner(s): [REDACTED]
 Signature(s) of Annuitant(s): Remi P Bell

Agent Use Only: The applicant does does not have an existing life or annuity policy. To the best of my knowledge, this application does replace or change does not replace or change existing life insurance or annuities. I attest that I have witnessed all signatures.

Agent's Signature: [Signature] Date: _____
 Print Agent's Name: ALAN HARRIS Agent's Social Security No.: NOT REQUIRED
 Agent's Phone No.: 253-924-1585 Agent's Fax No.: 253-369-7645 Agent's Email Address: WINKANTS@S&SALICIA.COM
 Fidelity and Guaranty Life Agent #: 124641 License No. (required in FL only): _____

POLICY VALUES:

- New policies usually take longer to build cash values and to pay dividends.
- Acquisition costs for the old policy may have been paid; you will incur costs for the new one.
- What surrender charges do the policies have?
- What expense and sales charges will you pay on the new policy?
- Does the new policy provide more insurance coverage?

INSURABILITY:

- If your health has changed since you bought your old policy, the new one could cost you more, or you could be turned down.
- You may need a medical exam for the new policy.
- Claims on most new policies for up to the first two years can be denied based on inaccurate statements.
- Suicide limitations may begin anew on the new coverage.

IF YOU ARE KEEPING THE OLD POLICY AS WELL AS THE NEW POLICY:

- How are premiums for both policies being paid?
- How will the premiums on your existing policy be affected?
- Will a loan be deducted from death benefits?
- What values from the old policy are being used to pay premiums?

IF YOU ARE SURRENDERING AN ANNUITY OR INTEREST SENSITIVE LIFE PRODUCT:

- Will you pay surrender charges on your old contract?
- What are the interest rate guarantees for the new contract?
- Have you compared the contract charges or other policy expenses?

OTHER ISSUES TO CONSIDER FOR ALL TRANSACTIONS:

- What are the tax consequences of buying the new policy?
- Is this a tax free exchange? (See your tax advisor.)
- Is there a benefit from favorable "grandfathered" treatment of the old policy under the federal tax code?
- Will the existing insurer be willing to modify the old policy?
- How does the quality and financial stability of the new company compare with your existing company?

Additional Interest Rider

This rider is a part of the certificate to which it is attached. It is subject to the terms, conditions, and provisions contained in the certificate. The following new provisions are added to the certificate. This rider will supercede any conflicting provisions of the certificate.

The purpose of this rider is to provide additional features to your certificate.

Benefit

When any premium is received during the first certificate year, additional interest will be credited to the account value. The additional interest rate is shown on the certificate information page and is a percentage of the premium paid.

Effective Date

This rider's effective date is the certificate's date of issue.

Termination of Rider

This rider will terminate on the first certificate anniversary, or when the certificate terminates, if earlier.

Signed for the Company.

Fidelity and Guaranty Life Insurance Company.



President

✓ 15

FIDELITY AND GUARANTY LIFE INSURANCE COMPANY

A STOCK COMPANY

Home Office: Baltimore, Maryland

GROUP FLEXIBLE PREMIUM DEFERRED ANNUITY CERTIFICATE

This certificate is issued to the Owner named on the certificate information page and is evidence of the Owner's interest under the Group Contract. The Group Contract is issued to the Contractholder by the Company.

This certificate is issued in consideration of the application and payment of the initial premium. The premium(s) and any interest credited thereon accumulate until the annuity date. If the annuity date is after the fifth certificate anniversary, we will apply the greater of the account value or the minimum guaranteed surrender value to the annuity option then in effect. If the annuity date is before the fifth certificate anniversary, we will apply the greater of the surrender value or the minimum guaranteed surrender value to the annuity option then in effect.

READ YOUR CERTIFICATE CAREFULLY. This certificate is part of a legal Contract between the Contractholder and the Company. It is evidence of your benefits under that Group Contract. This annuity contains terms and provisions that are applicable to all Owners under the Group Contract. A copy of the Group Contract is held by the Contractholder. The terms of this certificate are contained on this page and those which follow.

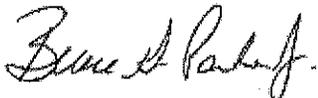
RIGHT TO CANCEL. If you decide not to keep this certificate, return it within 10 days after you receive it. It may be returned to any of our agents or it may be mailed to us. The return of this certificate will void it from the beginning. Any premium paid will be refunded within 10 days of our receipt of this certificate.

The credited interest rate for the fixed interest option is guaranteed for the time period shown on the certificate information page.

YOU HAVE PURCHASED AN ANNUITY CERTIFICATE. CAREFULLY REVIEW THIS CERTIFICATE FOR LIMITATIONS. CANCELLATION MAY RESULT IN A SUBSTANTIAL PENALTY KNOWN AS A SURRENDER CHARGE.

Nonparticipating: dividends are not payable.

Signed for the Company.



President

AGENT NAME AND ADDRESS:
ALAN G HAUGEN
1725 PT WOODWORTH DR. N.E.
TACOMA, WA 98422

(If applicable)

Countersigned at:

City: _____ State: _____ Date: _____

By Agent: _____

NOTICE TO OWNER: If you have questions, need information about this certificate, or need assistance in resolving a complaint, please call us at 1-888-513-8797.

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CERTIFICATE INFORMATION

Certificate Number: [REDACTED]	Contract Number: 100136	Contract Holder: Trustee for Fidelity and Guaranty Life Group Insurance Trust
Owner(s) Name(s): RETIREMENT ACCOUNTS INC	Birth Date(s):	Social Security Number(s): [REDACTED]
Annuitant(s) Name(s): REMI BELL	Birth Date(s): [REDACTED]	Date of Issue: June 22, 2005
		Certificate Anniversary: June 22nd
Beneficiary: Beneficiary is as named in the application or in the most recent beneficiary change sent to our home office. (Second named annuitant, if any, is the joint or contingent annuitant, as applicable.)		

Annuity Option: Option 2. Life Income With A Guaranteed Period Of 10 Years (This annuity option is described in the annuity benefits section.)
 Annuity Date: June 22, 2028

Interest Crediting Option(s)	Initial Premium Allocated	Index Crediting Period	Cap*	MGSV Accumulation Interest Rate
One-Year S&P 500 Monthly Point-to-Point	\$0	1	3.30% monthly cap	1.45%
Two-Year S&P 500 Monthly Point-to-Point	\$0	2	4.00% monthly cap	1.45%
Three-Year S&P 500 Monthly Point-to-Point	\$0	3	4.60% monthly cap	1.45%
Fixed Interest Option **	\$77,240	NA	NA	1.45%
Total Account Value/Initial Premium Paid:	\$77,240 ***			

* The cap rate is declared in advance and guaranteed for the index crediting period.

** Any premium allocation to the fixed interest option, will be credited with an effective annual interest rate of 2.40% from June 22, 2005 through June 21, 2006. The guaranteed minimum effective annual interest rate is 1.45% for each certificate year until the annuity date. We may, at our discretion, declare current credited interest rates in excess of the guaranteed minimum rate. Any additional premiums paid into the fixed interest option will be credited with the then current credited interest rate.

***Additional Interest: Any premium paid during the first twelve months will be credited with an additional interest rate of 6% credited on the day that the premium was applied.

Surrender Charges														
Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
17.50%	16.50%	15.50%	14.50%	13.50%	12.50%	11.50%	10.50%	9.50%	8.50%	7.50%	6.50%	5.50%	4.50%	0.00%

Riders and Endorsements Attached:

One -Year Monthly Point-To-Point Equity Index Option Rider, FGL 1YMPTP-F-C (2003)
 Two - Year Monthly Point-To-Point Equity Index Option Rider, FGL 2YMPTP-F-C (2003)
 Three - Year Monthly Point-To-Point Equity Index Option Rider, FGL 3YMPTP-F-C (2003)
 Partial Withdrawals Without Surrender Charges Rider, FGL FS-PW 1-C (2003)
 Additional Interest Rider, FGL PBIR-C (2003)
 Death of Owner Rider, FGL DOO 1-C (2003)
 Nursing Home Rider, FGL NH1-C (2003)
 Terminal Illness Rider, FGL TI 1-C (2003)
 Unemployment Rider, FGL UE 1-C (2003)
 Individual Retirement Annuity Rider, FGL IRA-TRAD2002 (8-2002)

The information regarding the owner, beneficiary, annuitant, annuity option, and annuity date is subject to any change submitted and on record.

DEFINITIONS

Age

Any provisions referring to age mean the age at the last birthday.

Annuitant

The natural person on whose life the amount and duration of annuity payments depend. A joint annuitant or a contingent annuitant is a second person on whose life the amount and duration of annuity payments may depend. The annuitant may not be changed on or after the annuity date.

Annuity Date

This date is when the annuity payments begin and is shown on the certificate information page. The annuity payments are calculated on this date. The annuity option and the amount and frequency of annuity payments become fixed on this date.

Annuity Option

One of the annuity options described in the **Annuity Benefits** section.

Beneficiary

The person last named by the Owner or his or her designee to receive the proceeds upon the death of the Owner. The beneficiary or contingent beneficiary may also become the Owner of this certificate as described under the **Death of Owner** provision in the **Death** section.

Certificate Anniversary

The certificate anniversary is the day and month that coincide with the date of issue in subsequent years after issue. References to the "prior certificate anniversary" during the first year following the date of issue shall be deemed to refer to the date of issue.

Code

The Internal Revenue Code, as amended. All references in this certificate or in any attached rider, to any section of the Code or regulations include any amended or successor sections or regulations, as appropriate or required.

Date of Issue

The date of issue is shown on the certificate information page. Certificate months, years, and anniversaries are measured from this date.

Group Contract

The Group Flexible Premium Deferred Annuity Contract under which this certificate is issued.

Interest-Bearing Checking Account

When this certificate describes any amounts which are payable by us, whether it is for surrenders, withdrawals, annuity payments, or a lump-sum death benefit, at our option, those payments may be made into an interest-bearing checking account established in the name of the Owner, payee or recipient, as appropriate. The Owner, payee or recipient, as appropriate, will be able to withdraw all or part of the proceeds in this account at any time. This does not apply to payments which are requested to be made to companies other than us. You may contact us for any information regarding this account. You may also request that we do not place the payments into this account.

Nonnatural Person

A corporation, trust, estate, partnership, or other non-individual.

Owner

The person named in the application or in the most recent change on record entitled to Ownership rights stated in this certificate. "Owner" includes any person who succeeds to the Ownership rights of this certificate under the **Death of Owner** provision in the **Death** section.

Premiums

The initial premium is paid on the date of issue. At any time before the annuity date, additional premiums may be made in an amount equal or greater than \$2,000. The additional premiums are paid into the fixed interest option's account value initially.

We, Our, Us, Company

Fidelity and Guaranty Life Insurance Company.

Written Request

A request written to us and received by us on a form satisfactory to us.

You, Your

The Owner.

GENERAL PROVISIONS

Any reference to annuitant, joint annuitant, beneficiary, contingent beneficiary, irrevocable beneficiary, Owner, contingent owner, and/or payee, may include multiple persons.

Assignment

We will not be responsible for the validity or sufficiency of any assignment. To be binding on us, an executed assignment must be by written request and consented to by any irrevocable beneficiary. Your rights and any beneficiary's interest will be subject to the assignment. Assignment of this certificate may subject you to income and gift tax.

Changes to Certificate

After we receive and record a written request for a change in Owner, annuitant, or beneficiary, the change will take effect on the date the request was originally signed, even if the Owner who signed the request has since died. The change will be subject to any payments made or actions taken by us before the written request for change was received and recorded.

We may require the return of this certificate for endorsement or otherwise in the event of a change in Owner, annuitant, beneficiary, annuity option, or other change. We reserve the right to issue a revised certificate information page in the event of any change to this certificate.

GENERAL PROVISIONS (Cont'd)

Compliance With Internal Revenue Code

This certificate will be interpreted in a manner consistent with the requirements of the Code section 72(s).

We reserve the right to amend this certificate from time to time to comply with any changes in the Code, regulations issued thereunder, and administrative rulings. Any such amendment will be promptly mailed to you at your last known address. We do not accept responsibility for the tax treatment of this certificate. You should consult your tax advisor.

Conformity With Statutes

If any provision in this certificate is in conflict with the laws of the state which govern this certificate, the provision will be deemed to be amended to conform with such laws.

Entire Contract

The entire Contract between the Contract holder and us consists of:

- The Group Contract;
- The Contract holder's application, a copy of which is attached and made a part of the Contract;
- All amendments, endorsements and riders which are attached; and
- The entire Contract as to each Owner.

The entire Contract for each Owner consists of:

- The Group Contract issued and held by the Contract holder;
- This certificate;
- The application, a copy of which is attached and made a part of this certificate; and
- All amendments, endorsements, riders or revised certificate information page(s) which are attached to or mailed to your last known address.

Only the President, the Secretary, or a Vice President in our Home Office can agree to change or waive any provisions which are part of the entire Contract. The change or waiver must be in writing.

Incontestability

We will not contest this certificate after the date of issue, except as provided in the **Misstatement of Birth Date** provision.

Notification of Death

The death of any Owner or annuitant must be reported to us immediately. We are entitled to recover immediately any overpayments made because of a failure to notify us of any such death. We are not responsible for any incorrect payments which result from a failure to immediately notify us of the death of any Owner or annuitant. From time to time we may require proof that the Owner or annuitant is still alive and may withhold any payments until such proof is received by us.

Payments

All payments may be made into an interest-bearing checking account. However, you may by written request, receive all payments by check or draft. They will be sent to the recipient's last known address.

Protection of Benefits

Only you can assign, encumber, or pledge any benefit paid under this certificate. To the extent permitted by law, no benefit paid, or to become payable, will be subject to any claim or process of law by any creditor.

Qualified Plans

The trustee of a plan qualified under section 401(a) of the Code may own this certificate as a plan investment. However, the trustee may not transfer Ownership of this certificate to any participant under such a plan to provide plan benefits.

Termination

The group Contract will not terminate unless there is no longer a certificate Owner remaining under that Contract.

OWNERSHIP

Ownership Rights

During your lifetime, you may:

- Exercise any of the rights under this certificate.
- Assign this certificate.
- Subject to our agreement, change or amend this certificate.

The **Death of Owner** provision in the **Death** section describes to whom Ownership of this certificate will pass at the death of an Owner.

Joint Owners

Two natural persons may be named as Joint Owners. They will own this certificate as joint tenants with rights of survivorship. While both are alive, each must sign any written request made under this certificate.

Change of Owner

You may change ownership of this certificate by written request. The new Owner's age may not exceed our then current underwriting requirements for new certificate issues. A change in Ownership of this certificate may have tax consequences. Please consult a tax advisor.

BENEFICIARY

Change of Beneficiary

Before the annuity date, you may change the beneficiary or any contingent beneficiary by written request. On or after the annuity date, you may change the beneficiary or contingent beneficiary by written request if the annuity option in effect is annuity option 1, 2, 5, or 7.

A beneficiary named irrevocably may not be changed without the written consent of that beneficiary.

Payment to Beneficiary

Before making any payment, we may require evidence as to the identity, age, and other facts about any person or class designated as the beneficiary. We are entitled to make payments based on that evidence. Unless otherwise instructed, if there is more than one beneficiary, then any proceeds payable will be distributed equally among the beneficiaries.

CERTIFICATE VALUES

Account Value

The certificate's account value before the annuity date consists of the fixed interest option's account value plus any other account value(s) which may be issued and attached by rider. The total account value is the sum of all of the account values.

Surrender Value

For a full surrender, the surrender value is the greater of:

- Total account value, less surrender charges; or
- Total minimum guaranteed surrender value.

Minimum Guaranteed Surrender Value

A minimum guaranteed surrender value is the minimum amount you will receive if you surrender in full.

At any time before the annuity date, the minimum guaranteed surrender value is the sum of the following:

- 87.5% of the premiums applied to the account value; plus
- interest credited daily at the MGSV Accumulation Interest Rate shown on the certificate information page; plus
- Any minimum guaranteed surrender value reallocated from other options; less
- Any amounts previously surrendered from the minimum guaranteed surrender value accumulated at the MGSV Accumulation Interest Rate shown on the certificate information page; less
- Any minimum guaranteed surrender value reallocated to other options.

The minimum guaranteed surrender value from all of the account value option(s) is summed up to get the total minimum guaranteed surrender value.

Basis of Certificate Values

All benefits and values equal or exceed those required by the state in which the certificate is delivered.

Notice of Certificate Values

At least once each year, we will send you a report of your current annuity values.

Fixed Interest Option

All premiums paid must be allocated to the fixed interest option or to any other available account value option which may be issued and attached by rider. Premiums may be reallocated from the fixed interest account value option on certificate anniversaries only, in increments of no less than \$2,000. The amount remaining in the option's account value after that reallocation must be either zero, or at least \$2,000. Notification of reallocation must be received 2 days prior to the certificate anniversary.

Fixed Interest Option Account Value

The fixed interest option's account value before the annuity date equals all premium(s) allocated to this option; plus interest credited; less any amounts previously surrendered, including surrender charges thereon; plus any adjustments for reallocations.

Fixed Interest Crediting

Interest is credited daily and applied to the fixed interest option's account value from the date of issue at a rate which is never less than the guaranteed minimum effective annual interest rate as shown on the certificate information page. The certificate information page shows the effective annual interest rate which is credited and the period for which the rate is guaranteed. We will determine and fix in advance a current effective annual interest rate applicable to the option's account value. The rate credited to the option's account value will not be changed more often than once in any 12 month period. Any additional premiums received in a given certificate year will be credited with the same interest rate being credited to the option's account value. Current effective annual interest rates may vary based on factors such as the date the premium is received or the date a new rate applies to the option's account value.

SURRENDERS

Partial Surrender

Before the annuity date, you may surrender a part of the account value. Any surrender charges will be deducted from that value.

A partial surrender, including any charge thereon, may not reduce the account value to less than \$2,000. Such surrenders may be made:

- On a scheduled monthly, quarterly, semi-annual, or annual systematic basis, in an amount of at least \$100 per surrender.
- On an unscheduled basis no more than four times in a certificate year, in an amount of at least \$500 per surrender.

You may withdraw from any of the account value option(s) or a combination of any of the account value option(s). If no election is made, we will withdraw an equal percentage from all of the account value options.

Full Surrender

Before the annuity date, this certificate may be surrendered in full for its surrender value. The amount paid will equal the surrender value as of the date we receive your written request.

Surrender Charge

A surrender charge may be imposed on withdrawals, at death, and in calculating annuity payments. The surrender charge equals the surrender factor for the appropriate certificate year, as shown on the certificate information page, multiplied by the amount of the account value withdrawn. The account value withdrawn consists of the amount paid upon a surrender request, or applied to an annuity option, and the surrender charge thereon.

Waiver of Surrender Charge

If payments under an annuity option begin after the fifth certificate anniversary, the surrender charge will not apply to the account value.

Surrender Requirements

We will require:

- Your written request.
- Return of the certificate to us for a full surrender.

Deferral of Payment

We may defer payment for a period of not more than 6 months after we receive the request, as long as such deferral does not cause the certificate to violate section 72(s) of the Code.

DEATH

Death of Owner

Ownership Succession. At your death, ownership of this certificate will pass to the person(s) living on the date of your death in the order which follows:

- Surviving joint Owner, if any.
- Beneficiary.
- Contingent beneficiary.
- Estate of the last Owner to die.

If more than one natural person succeeds to the ownership rights of this certificate, then such persons will own this certificate as joint Owners. Any instructions or designations of the prior Owner(s) will continue unless changed in accordance with this certificate by the succeeding Owner(s).

Death Before Annuity Date. If you die before the annuity date, the successor Owner(s) must fully surrender and receive a distribution of the entire proceeds of this certificate within 5 years of your death except that:

- If a natural person continues or succeeds to ownership of this certificate, such person may begin receiving annuity payments with respect to that person's proportionate interest within 1 year from the date of your death (or within any longer period of time permitted under the Code), provided annuity payments are distributed over such person's life or over a period not extending beyond the life expectancy of such person; and
- If the spouse (as defined under the Code) of the first Owner to die continues or succeeds to Ownership of this certificate, he or she is not required to surrender his or her proportionate interest in the certificate or receive any payments until the Annuity Date or, if earlier, until such spouse's death, in which case the **Death of Owner** provision will apply.

Death on or After Annuity Date. No distribution, other than annuity payments as scheduled, will be made if you die on or after the annuity date unless you were also the last surviving annuitant, in which case this section's **Death of Annuitant** provision will apply.

Death of Annuitant

Death Before Annuity Date. Except as provided in this section's **Special Annuitant Rules for Nonnatural Owners** provision, no distribution is required nor will any death benefit be paid if an annuitant dies before the annuity date unless the deceased annuitant is also an Owner, in which case this section's **Death of Owner--Death Before Annuity Date** provision will apply.

If the last remaining annuitant dies before the annuity date, then the current Owner or Owner's designee will become the annuitant.

Death on or After Annuity Date. At the death of the Annuitant(s) on or after the annuity date, the death benefit, if any, will be as described for the annuity option in effect. No death benefit will become payable until you notify us of the death of the annuitant(s), provide us with the required proof of death and other information, and, if required, return this certificate to us. A death benefit will not be paid under annuity options 3, 4, or 6, or after the guaranteed benefits have been paid. Any death benefit due will be paid to the person(s) living on the date of such death in the order which follows:

- Owner(s) or surviving joint Owner, if any.
- Beneficiary.
- Contingent beneficiary.
- Estate of the last Owner to die.

The recipient of any death benefit may name one or more persons to receive any remaining death benefit after such recipient's death. If no such beneficiary is named, any unpaid portion of the death benefit will be paid to the deceased recipient's estate. The death benefit may be paid in the form of a lump sum or the remaining guaranteed annuity payments, as scheduled instead of in a lump sum. Except for a death benefit under annuity option 7, any lump sum payment will be equal to the commuted value. The commuted value is determined by discounting the remaining guaranteed annuity payments at an annually compounded interest rate(s) which is (are) 1% more than the rate(s) used by us to determine those payments. The 1% increase in the discount rate(s) results in a decrease in the value received. The commuted value will always be less than the sum of the remaining guaranteed annuity payments. The commuted value will be calculated as of the date such payment will be made.

Any election to receive a form of payment other than that provided under the annuity option in effect must be made within 60 days of the date the death benefit first becomes payable; such amounts must also be paid within the time period required under section 72(s) of the Code.

Special Rules for Nonnatural Owners

If a Nonnatural Person is named as Owner, then this certificate must be fully surrendered and the entire amount distributed within 5 years of:

- The death, if before the annuity date, of the annuitant or a joint annuitant; or
- A change in the annuitant or joint annuitant.

ANNUITY BENEFITS

Annuity Payments

The annuity payments will:

- Start at the end of the first payment period following the annuity date.
- Be paid to the order of the Owner(s) or his or her (their) designee.
- Be paid on a monthly, quarterly, semi-annual, or annual basis, as chosen by you before the annuity date.
- Cease at the death of all annuitants, in which case the **Death of Annuitant--Death on or After Annuity Date** provision in the **Death** section may apply.

Annuity Payment Amount

The amount of annuity payments, less any applicable state or federal premium taxes, will depend on the:

- Date your annuity payments begin. If the annuity date is after the fifth certificate anniversary, it is the greater of the account value and the minimum guaranteed surrender value. If the annuity date is before the fifth certificate anniversary, it is the greater of the surrender value and the minimum guaranteed surrender value;
- Annuity option chosen;
- Payment frequency chosen; and
- Age of the annuitant(s).

The annuity payments will not be less than those reflected in the **Table of Guaranteed Monthly Payments**.

Misstatement of Birth Date

Before making any annuity payment, we may require proof of each annuitant's birth date. If the birth date of any annuitant is misstated, we will adjust the amount to be paid by us. It will be that which would have been paid if the correct birth date had been stated.

For misstatements which result in underpayments, we will include the full amount of the underpayment in our next payment; and add interest of 6% per year to that payment.

For misstatements which result in overpayments, we will spread the full amount of the overpayment over the remaining guaranteed payment period, if any, or 10 years, whichever is less; deduct a level portion of that amount from each of those future payments; and charge interest of 6% per year against the balance of the amount overpaid.

Annuity Date

The annuity date is shown on the certificate information page and may not be later than the certificate anniversary following the annuitant's (or the oldest annuitant's if a second annuitant is named) 100th birthday. If you requested a specific annuity date on the application, that date is shown. You may change the annuity date by written request before it actually begins, provided it does not extend beyond the certificate anniversary following the oldest annuitant's 100th birthday.

This annuity date shown above is determined by the age of the annuitant(s) named in the application and may not be extended by a change in annuitant(s); except that this date may be based on a successor annuitant's birth date if such annuitant is the Owner and was married to the first Owner at such Owner's death. The Owner should consult a tax advisor regarding any tax impact of such a change.

Annuity Options

There are seven annuity options. You may elect to receive payments under any annuity option described in the certificate or under any other annuity option which we may then offer. Unless another annuity option and payment frequency are requested before the annuity date, monthly payments will be made under:

- Annuity option 2 with a guaranteed period of 10 years, if there is only one annuitant.
- Annuity option 5 with 50% joint annuitant payments and a guaranteed period of 10 years, if there is a second annuitant.

We reserve the right to pay your account value in a lump sum if the amount to be applied to the annuity option is less than \$2,000; or any payment would be less than \$20.

Descriptions of Annuity Options

Descriptions of the annuity options follow. The tables of guaranteed payments follow. Any fixed or guaranteed periods under annuity options 1, 2, and 5 may not be less than 5 years nor more than 25. Any reduced rates under annuity options 4, 5, and 6 following the death of an annuitant must be based on whole percentages and in no case may be less than 25% of the joint life income amount.

Annuity Option 1 - Income for a Fixed Period

Payments are guaranteed for the number of years and months chosen. If the annuitant dies before the end of the fixed period, a death benefit, consisting of a lump sum amount equal to the commuted value, will be paid. The recipient of the death benefit may elect to receive the remaining guaranteed annuity payments, as scheduled, instead of the commuted value.

Annuity Option 2 - Life Income With a Guaranteed Period

Payments are guaranteed for the number of years chosen. If the annuitant is alive at the end of the guaranteed period, payments will continue for as long as the annuitant is alive. If the annuitant dies before the end of the guaranteed period, a death benefit, consisting of the remaining guaranteed annuity payments, as scheduled, will be paid.

Annuity Option 3 - Life Income

Payments will be made for as long as the annuitant is alive. No payments will be made after the annuitant's death.

Annuity Option 4 - Joint and Contingent Life Income

Payments will be made for as long as either the annuitant or contingent annuitant is alive. The payments will:

- Be paid in the joint life income amount while both the annuitant and contingent annuitant are alive.
- Continue to be paid in that amount during the annuitant's lifetime at the contingent annuitant's death.
- Continue to be paid after the death of the annuitant at the reduced rate requested and for as long as the contingent annuitant survives.
- Cease at the death of both the annuitant and contingent annuitant.

ANNUITY BENEFITS (Cont'd)

Annuity Option 5 - Joint and Survivor Income With Guaranteed Period

Payments are guaranteed for the number of years chosen. If either the annuitant or joint annuitant is alive at the end of the guaranteed period, payments will continue for as long as either is alive. The payments will:

- Be paid in the joint life income amount while both the annuitant and joint annuitant are alive.
- Continue to be paid after the death of either annuitant at the rate requested and for so long as the remaining annuitant survives.

If the annuitant and joint annuitant die before the end of the guaranteed period, a death benefit, consisting of the remaining guaranteed annuity payments, as scheduled, at the rate which applies after the death of either annuitant, will be paid.

Annuity Option 6 - Joint and Survivor Life Income

Payments will be made for as long as either the annuitant or joint annuitant is alive. The payments will:

- Be paid in the joint life income amount while both the annuitant and joint annuitant are alive.
- Continue to be paid after the death of either annuitant at the rate requested and for so long as the remaining annuitant survives.
- Cease at the death of both the annuitant and joint annuitant.

Annuity Option 7 - Life Income With Lump Sum Refund at Death

Payments will be made for as long as the annuitant is alive. If the annuitant dies before the total amount of the payments made equals the value applied to this annuity option (less any applicable state or federal premium tax deductions), a death benefit, consisting of a lump sum equal to such value (less any applicable state or federal premium tax deductions) less any annuity payments previously made, will be paid.

TABLES OF GUARANTEED MONTHLY PAYMENTS*

Amount for Each \$1,000 Applied

Annuity Option 1. Income for a Fixed Period

Period (Years)	Payment	Period (Years)	Payment	Period (Years)	Payment
5	\$17.31	8	\$11.06	15	\$6.20
6	14.53	9	9.90	20	4.82
7	12.54	10	8.97	25	3.99

Annuity Option 2. Life Income With a Guaranteed Period

Age	Number of Payments for a Guaranteed Period											
	120	180	240	Age	120	180	240	Age	120	180	240	
50	\$3.12	\$3.10	\$3.06	60	\$3.92	\$3.84	\$3.70	66	\$4.64	\$4.44	\$4.14	
55	3.47	3.43	3.36	61	4.03	3.93	3.77	67	4.79	4.55	4.21	
56	3.55	3.50	3.42	62	4.14	4.03	3.85	68	4.93	4.66	4.27	
57	3.64	3.58	3.49	63	4.26	4.12	3.92	69	5.09	4.77	4.34	
58	3.73	3.66	3.56	64	4.38	4.23	3.99	70	5.25	4.88	4.40	
59	3.82	3.75	3.63	65	4.51	4.33	4.07	75	6.15	5.42	4.64	

Annuity Option 3. Life Income

Age	Payment	Age	Payment
50	\$3.13	63	\$4.34
55	3.50	64	4.48
56	3.58	65	4.63
57	3.67	66	4.79
58	3.77	67	4.96
59	3.87	68	5.14
60	3.98	69	5.33
61	4.09	70	5.53
62	4.22	75	6.81

TABLES OF GUARANTEED MONTHLY PAYMENTS (Cont'd)*

Annuity Option 4. Joint Life Income With 50% Contingent Annuitant Payments

Annuitant Age	Contingent Annuitant					
	50	55	60	65	70	75
50	\$2.92	\$2.98	\$3.03	\$3.07	\$3.09	\$3.11
55	3.14	3.23	3.31	3.37	3.42	3.45
60	3.38	3.51	3.63	3.74	3.83	3.89
65	3.64	3.82	4.01	4.18	4.32	4.44
70	3.93	4.17	4.42	4.68	4.92	5.13
75	4.25	4.54	4.88	5.24	5.61	5.96

Annuity Option 5. Joint and 50% Survivor Life Income With a 10 Year Guaranteed Period

Annuitant Age	Contingent Annuitant					
	50	55	60	65	70	75
50	\$3.13	\$3.31	\$3.51	\$3.74	\$4.00	\$4.29
55	3.31	3.50	3.72	3.98	4.28	4.62
60	3.51	3.72	3.98	4.28	4.62	5.02
65	3.74	3.98	4.28	4.63	5.03	5.50
70	4.00	4.28	4.62	5.03	5.52	6.07
75	4.29	4.62	5.02	5.50	6.07	6.74

Annuity Option 6. Joint and 50% Survivor Life Income Payments

Annuitant Age	Joint Annuitant					
	50	55	60	65	70	75
50	\$3.13	\$3.31	\$3.51	\$3.74	\$4.00	\$4.29
55	3.31	3.50	3.72	3.99	4.29	4.62
60	3.51	3.72	3.98	4.28	4.63	5.02
65	3.74	3.99	4.28	4.63	5.04	5.51
70	4.00	4.29	4.63	5.04	5.53	6.11
75	4.29	4.62	5.02	5.51	6.11	6.81

Annuity Option 7. Life Income With Lump Sum Refund at Death

Age	Payment	Age	Payment	Age	Payment
50	\$2.93	60	\$3.53	66	\$4.04
55	3.20	61	3.61	67	4.14
56	3.26	62	3.69	68	4.24
57	3.32	63	3.77	69	4.35
58	3.39	64	3.86	70	4.47
59	3.46	65	3.95	75	5.12

*For ages, periods, and rates not shown, we will furnish the amount of payment on request. The guaranteed monthly payments are based on a 1.5% effective annual interest rate and the US Annuity 2000 Table with a mortality blend of 50% male and 50% female for each certificate year until annuity date.

GROUP FLEXIBLE PREMIUM DEFERRED ANNUITY CERTIFICATE

Partial Withdrawals Without Surrender Charges

This rider is part of the certificate to which it is attached. It is subject to the terms, conditions, and provisions contained in the certificate. This rider will supercede any conflicting provisions of the certificate.

The **SURRENDER** section is amended to add the following provision:

Benefit After the first certificate anniversary, a portion of the account value withdrawn will not be subject to a surrender charge. The amount, which can be surrendered without a surrender charge, is up to 10% of the premiums paid, less any amounts previously surrendered in the current certificate year which were not subject to surrender charges.

Maximum Benefit: the total maximum amount, which can be surrendered without a charge, is 25% of the premiums paid. Once the maximum amount has been surrendered without charges, any additional surrenders will incur a charge, unless additional premium is paid.

Effective Date This rider is effective on the same day as the certificate is effective.

Termination of Rider This rider will terminate when the certificate terminates.

Nonparticipating Dividends are not payable.

Signed for the company.

Fidelity and Guaranty Life Insurance Company



President

Additional Interest Rider

This rider is a part of the certificate to which it is attached. It is subject to the terms, conditions, and provisions contained in the certificate. The following new provisions are added to the certificate. This rider will supercede any conflicting provisions of the certificate.

The purpose of this rider is to provide additional features to your certificate.

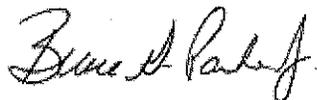
Benefit When any premium is received during the first certificate year, additional interest will be credited to the account value. The additional interest rate is shown on the certificate information page and is a percentage of the premium paid.

Effective Date This rider's effective date is the certificate's date of issue.

Termination of Rider This rider will terminate on the first certificate anniversary, or when the certificate terminates, if earlier.

Signed for the Company.

Fidelity and Guaranty Life Insurance Company



President

Death of Owner Rider

This rider is part of the certificate to which it is attached. It is subject to the terms, conditions, and provisions contained in the certificate. The following new provisions are added to the certificate. This rider will supercede any conflicting provisions of the certificate.

Benefit

If the Owner dies before the annuity date and a partial or a full surrender of the certificate is made, no surrender charge will be deducted from the account value(s). The surrender value will equal the sum of the account value(s) of any options surrendered. If the minimum guaranteed surrender value is greater than the account value which was surrendered, the minimum guaranteed surrender value will be paid.

Surrender charges will be assessed if the spouse of the first Owner to die elects to continue or succeed to ownership of the certificate and then surrenders the certificate.

Effective Date

This rider is effective on the same day as the certificate is effective.

Nonparticipating

Dividends are not payable.

Termination of Rider

The rider will terminate when the certificate ends.

Signed for the Company.

Fidelity and Guaranty Life Insurance Company



President

Nursing Home Rider

This rider is a part of the certificate to which it is attached. It is subject to the terms, conditions, and provisions contained in the certificate. The following new provisions are added to the certificate. This rider will supercede any conflicting provisions of the certificate.

Benefit If you become confined in a nursing home and a partial or a full surrender of the certificate is made, no surrender charge will be deducted from the account value(s). The surrender value will equal the sum of the account value(s) of any options surrendered. If the minimum guaranteed surrender value is greater than the account value which was surrendered, the minimum guaranteed surrender value will be paid.

Definitions Annuitant. The annuitant's name as shown on the certificate information page.

You, Your. The Owner of the certificate.

Nursing Home. A state-licensed, nursing long-term care facility that provides skilled, continuous nursing care or services under the supervision of a licensed nurse or physician.

Effective Date This rider's effective date is the certificate's date of issue.

Written Request We will require a written request for the Benefit.

Nursing Home Conditions You qualify for this benefit if:

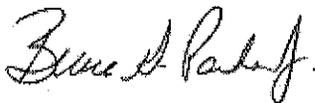
- Confinement to such nursing home first begins at least 1 year after the certificate's date of issue;
- Confinement has continued for at least 60 consecutive days;
- The surrender is made while you are confined; and
- Written proof of confinement is received at our home office.

Nonparticipating Dividends are not payable.

Termination of Rider The rider will terminate when the certificate ends.

Signed for the Company.

Fidelity and Guaranty Life Insurance Company



President

Terminal Illness Rider

This rider is a part of the certificate to which it is attached. It is subject to the terms, conditions, and provisions contained in the certificate. The following new provisions are added to the certificate. This rider will supercede any conflicting provisions of the certificate.

Benefit If you are terminally ill and a partial or a full surrender of the certificate is made, no surrender charge will be deducted from the account value(s). The surrender value will equal the sum of the account value(s) of any options surrendered. If the minimum guaranteed surrender value is greater than the account value which was surrendered, the minimum guaranteed surrender value will be paid.

Definitions Annuitant. The annuitant's name as shown on the certificate information page.

You, Your. The Owner(s) of the certificate.

Physician. A doctor of medicine who is:

- Duly qualified;
- Licensed in the United States of America; and
- Performing within the scope of his or her license.

A physician must not be: you; the annuitant; or the brother, sister, parent, spouse or child of either you or the annuitant or any spouse of any of the above.

Terminal Illness. Illness or physical condition that results in your having a life expectancy of 12 months or less.

Effective Date This rider's effective date is the certificate's date of issue.

Written Request We will require a written request for the Benefit.

Terminal Illness Conditions You qualify for this benefit if:

- The terminal illness is diagnosed at least 1 year after the certificate's date of issue; and
- Written proof of the terminal illness is received at our home office. This proof will include, but is not limited to, certification by a physician who provides medical care to you in connection with your terminal illness. We reserve the right to obtain a second medical certification, at our expense, from a physician selected by us.

Nonparticipating Dividends are not payable.

Termination of Rider The rider will terminate when the certificate ends.

Signed for the Company.

Fidelity and Guaranty Life Insurance Company



President

Unemployment Rider

This rider is a part of the certificate to which it is attached. It is subject to the terms, conditions, and provisions contained in the certificate. The following new provisions are added to the certificate. This rider will supercede any conflicting provisions of the certificate.

- Benefit** If you are unemployed and a partial or a full surrender of the certificate is made, no surrender charge will be deducted from the account value(s). The surrender value will equal the sum of the account value(s) of any options surrendered. If the minimum guaranteed surrender value is greater than the account value which was surrendered, the minimum guaranteed surrender value will be paid.
- Effective Date** This rider's effective date is the certificate's date of issue.
- Written Request** We will require a written request for the Benefit.
- Unemployment** You are considered to be unemployed if you:
- Are registered with your state unemployment office or other recognized employment agency; and
 - Have not resigned, retired (whether voluntary or mandatory), or voluntarily forfeited your salary, wages, or employment income.
- Unemployment Conditions** You qualify for this benefit if:
- You are under age 65 at the time of your written request;
 - Unemployment begins after the certificate's date of issue;
 - Unemployment has continued for at least 30 consecutive days;
 - The surrender request is made while you are unemployed; and
 - Written proof of unemployment satisfactory to us is received at our home office.
- Nonparticipating** Dividends are not payable.
- Termination of Rider** This rider will terminate on the earlier of:
- When you reach age 65; or
 - When the certificate terminates.

Signed for the Company.

Fidelity and Guaranty Life Insurance Company



President

INDIVIDUAL RETIREMENT ANNUITY RIDER

for Flexible or Single Premium Deferred Annuities

This rider is part of the contract to which it is attached, and makes the contract an individual retirement annuity. For purposes of this rider, the term "IRA" includes individual retirement annuities and individual retirement accounts. This IRA is effective as of the Date of Issue.

We may change this rider without your consent if required to maintain the Internal Revenue Service's approval of the use of the contract and this rider as an IRA. We will, however, give you notice of any such change.

The terms of this rider will apply instead of any contract, endorsement or other rider provisions to the contrary. The contract and this rider are intended to comply with the requirements of Internal Revenue Code ("Code") sections 408(b) and 401(a)(9), including the incidental death benefits rules under section 401(a)(9)(G), all of which provisions and related regulations will control.

Owner

You must be an Annuitant under the contract. You must be entitled to a distribution of the proceeds (i.e., you must be the payee), except in the case in which the distributions are made from this IRA upon your death. A joint or contingent owner may not be named.

You cannot transfer ownership to someone else. You may make transfers or rollovers to another IRA established by you or to a retirement plan eligible to receive IRA transfers or rollovers in accordance with Code section 408(d)(3).

Your interest is not subject to forfeiture. Surrender charges payable to us, premium tax deductions, income taxes, or penalty withholdings are not considered forfeitures. This IRA is solely for your benefit. It cannot be assigned, discounted or pledged as collateral.

Two Annuitants

An Annuitant may be named in addition to you, the Owner and Annuitant, (as either a joint or contingent annuitant) if otherwise provided for in the contract. If you name a second annuitant, that person also must be named the Beneficiary.

Owner's Spouse

For the purpose of this rider, your spouse or surviving spouse is the person to whom you are married as of the date annuity payments start, the Required Beginning Date (defined in the **Required Beginning Date** provision), or the date of your death, whichever is earliest.

Contribution Limits

With respect to a regular IRA, contributions may not be made after annuity payments start or with respect to the calendar year in which you attain age 70-1/2 and any year thereafter. Contributions must be made in cash, and the total of such contributions may not exceed:

- \$3,000 for any taxable year beginning in 2002 through 2004;
- \$4,000 for any taxable year beginning in 2005 through 2007; and
- \$5,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the above contribution limit will be adjusted by the Secretary of the Treasury for cost-of-living increases in multiples of \$500.

If you are age 50 or older, the annual contribution limit is increased by:

- \$500 for any taxable year beginning in 2002 through 2005; and
- \$1,000 for any taxable year beginning in 2006 and years thereafter.

These restrictions do not apply if this IRA is used for employer contributions to a Simplified Employee Pension Plan (SEP) as described in Code section 408(k) or where amounts are transferred or rolled over as described in the **Transfers and Rollovers** provision.

You must designate the year with respect to which any contribution, other than a rollover or transfer, is paid.

You are responsible for determining that any and all IRA or SEP contributions meet the dollar and compensation limitations in the Code.

INDIVIDUAL RETIREMENT ANNUITY RIDER

for Flexible or Single Premium Deferred Annuities (Cont'd)

Withdrawals

Withdrawals may be made in accordance with the terms of the contract, but you must pay any applicable withdrawal or surrender charges. Contract provisions that limit or prohibit withdrawals until a minimum period of time has elapsed since the contract's Date of Issue will be waived if this IRA is used for employer contributions to a SEP.

Complying with Minimum Distribution Rules

Distributions from IRAs must comply with Code sections 408(b)(3) and 401(a)(9), known as the Minimum Distribution Rules. If you own two or more traditional IRAs, you may satisfy the Minimum Distribution Rules by taking from one traditional IRA the amount required to satisfy the Minimum Distribution Rules for another in accordance with regulations under Code section 408(a)(6). The distribution provisions described in this rider assume that this IRA is the only IRA that you own.

To satisfy the Minimum Distribution Rules, you must either (1) make withdrawals from this IRA until such withdrawals, combined with any other withdrawals from your other IRAs, satisfy the Minimum Distribution Rules or (2) annuitize this IRA and start to receive annuity payments. The **Required Beginning Date** provision describes when you must begin to comply with the Minimum Distribution Rules; the **Minimum Distributions – Withdrawals** provision describes how you can comply by making withdrawals; and the **Minimum Distributions – Annuity Payments** provision describes how you can comply by annuitizing. The option you select when you annuitize should assume that the Minimum Distribution Rules applicable to this IRA will be satisfied only by distributions from this IRA.

- We will not determine the Minimum Distribution required nor will we be responsible for the accuracy of your determination unless we have executed a written agreement stating that we will calculate Minimum Distributions. Absent such an agreement, the amount of any required withdrawal must be determined by you.

Required Beginning Date

Generally, you must begin complying with the Minimum Distribution Rules with respect to the year that you attain age 70-1/2 and then with respect to each calendar year thereafter. With respect to the year that you attain age 70-1/2, you must take out a Minimum Distribution either sometime during that calendar year or by April 1st of the following calendar year. This April 1st date is referred to as the "Required Beginning Date". You must also then take out a Minimum Distribution during each calendar year after the year in which you attain age 70-1/2. If you wait until the calendar year which includes your Required Beginning Date to take out your first Minimum Distribution, you will have to take out two Minimum Distributions in that calendar year: one with respect to the year in which you attained age 70-1/2 and another with respect to the first calendar year after you attained age 70-1/2.

Minimum Distributions- Withdrawals

If you elect to comply with the Minimum Distribution Rules through withdrawals, the required Minimum Distribution amount is determined each year by dividing the Account Value on December 31 of the immediately preceding year by the appropriate distribution period. Generally, the distribution period is determined under the Uniform Lifetime Table in section 1.401(a)(9)-9 of the Income Tax Regulations, using your age as of your birthday in the year of distribution. However, if your sole designated beneficiary is your surviving spouse and your spouse is more than 10 years younger than you, the distribution period is determined under the Joint and Last Survivor Table in section 1.401(a)(9)-9 of the Income Tax Regulations, using the ages of you and your spouse's birthdays in the year.

Instead of making withdrawals and calculating the Minimum Distribution as described in this provision, you may comply with the Minimum Distribution Rules by starting to receive annuity payments as described under the **Minimum Distributions – Annuity Payments** provision.

INDIVIDUAL RETIREMENT ANNUITY RIDER for Flexible or Single Premium Deferred Annuities (Cont'd)

Minimum Distributions- Annuity Payments

If you elect to comply with the Minimum Distribution Rules by receiving annuity payments, distributions shall be made in accordance with the requirements of Code section 401(a)(9) and the regulations thereunder. In order to comply with the Minimum Distribution Rules, payments under any Annuity Type or Option you select must be made over a period no longer than:

- Your life or the lives of you and any designated beneficiary;
- A fixed or guaranteed period not longer than your life expectancy or the life expectancies of you and any designated beneficiary; or
- Your life or the life of you and any designated beneficiary, with a fixed or guaranteed period no longer than that permitted in the immediately preceding clause.

Any fixed or guaranteed period may not exceed the applicable distribution period (determined in accordance with the Uniform Lifetime Table in section 1.401(a)(9)-9 of Income Tax Regulations) that applies to you for the calendar year that contains the annuity starting date. However, if the Annuity Type or Option provides for a fixed or guaranteed period with no life contingency, and if your sole designated beneficiary is your spouse, the maximum fixed or guaranteed period may be determined using the joint life expectancies of you and your spouse (determined in accordance with the Joint and Last Survivor Table in section 1.401(a)(9) of Income Tax Regulations).

For purposes of this rider, "designated beneficiary" refers to the person who will have ownership rights in the contract (i.e., the right to receive payments) after your death. The designated beneficiary will be the person named as Beneficiary under the contract.

The following additional restrictions apply to annuity payments:

- Annuity payments must satisfy the incidental benefit requirements specified in applicable regulations.
- Payments must be made at least annually, and must be nonincreasing except as permitted in regulations.
- You will be subject to any other restrictions in the policy or contained in our then applicable underwriting standards.

Annuity payments must begin on or before the Required Beginning Date, unless you have elected to satisfy the Minimum Distribution Rules by taking withdrawals from another traditional IRA.

INDIVIDUAL RETIREMENT ANNUITY RIDER for Flexible or Single Premium Deferred Annuities (Cont'd)

Death Benefit Before Annuity Payments Start and Before Required Beginning Date

If you die before annuity payments start and before the Required Beginning Date, a distribution will be made in accordance with the terms of the contract and this rider. Unless the designated beneficiary elects to receive annuity payments as described below, complete distribution must be made on or before December 31 of the calendar year in which the fifth anniversary of your death occurs.

Instead of receiving a full distribution within five years, the designated beneficiary may elect to receive annuity payments starting on or before December 31 of the calendar year immediately following the calendar year of your death. The annuity payments must be made under one Annuity Type or Option, with the designated beneficiary designated as the payee, over the life or life expectancy of the designated beneficiary with the shortest life expectancy. Any fixed or guaranteed period must not exceed such shortest life expectancy.

A surviving spouse who is the sole designated beneficiary may elect to delay starting annuity payments until December 31 of the calendar year following the calendar year of your death or December 31 of the calendar year in which you would have attained age 70-1/2, whichever is later. Any fixed or guaranteed period elected by your spouse cannot exceed the spouse's life expectancy. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed in accordance with the five year rule, unless the spouse's designated beneficiary elects to receive annuity payments starting on or before December 31 of the calendar year immediately following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy. 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.

Alternatively, a surviving spouse who is the sole designated beneficiary may elect to treat this IRA as his or her own IRA. This election will be deemed to have been made if the surviving spouse makes a regular IRA contribution to this IRA (if the contract permits flexible premiums), makes a rollover contribution to or from this IRA (if the contract permits flexible premiums), or fails to elect any other distribution option described in this provision.

For purposes of this provision, life expectancy is determined using the Single Life Table in section 1.401(a)(9)-9 of 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 Single Life Table corresponding to such spouse's age in the year annuity payments start. In all other cases, remaining life expectancy is the number in the Single Life Table corresponding to the beneficiary's age as of his or her birthday in the year following the year of your (or your spouse's) death.

INDIVIDUAL RETIREMENT ANNUITY RIDER for Flexible or Single Premium Deferred Annuities (Cont'd)

**Death Benefit Before
Annuity Payments
Start and After
Required Beginning
Date**

If you die before annuity payments start but after the Required Beginning Date, the remaining portion of your interest will be distributed at least as rapidly as follows, beginning with the calendar year following the calendar year of your death:

- If the designated beneficiary is someone other than your surviving spouse, the amount to be distributed each year will be at least equal to the quotient obtained by dividing the Account Value on December 31 of the immediately preceding year by the designated beneficiary's remaining life expectancy, using the designated beneficiary's age as of his or her birthday in the year following the year of your death and reduced by 1 in each subsequent year.
- If your sole designated beneficiary is your surviving spouse, the amount to be distributed each year will be at least equal to the quotient obtained by dividing the Account Value on December 31 of the immediately preceding year by the surviving spouse's remaining life expectancy, as determined each year until such spouse's death. Any interest remaining after such spouse's death will be distributed over such spouse's remaining life expectancy, determined using the spouse's age as of his or her birthday in the year of his or her death and reduced by 1 for each subsequent year.
- If there is no designated beneficiary, or if the designated beneficiary or spouse so elects, the remaining interest will be distributed over your remaining life expectancy as determined in the year of your death and reduced by 1 for each subsequent year.

Life expectancy is determined using the Single Life Table in section 1.401(a)(9)-9 of the Income Tax Regulations.

Responsibility

It is your sole responsibility to comply with the provisions of this rider and any applicable Code requirements.

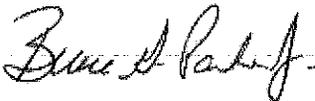
We are not responsible for enforcing the Minimum Distribution Rules or any other provisions of this rider or the Code.

Reports

We will give you a report each year on the value of the annuity and the premium credited, if any, and such information concerning required minimum distributions as prescribed by the Commissioner of Internal Revenue.

Signed for the Company.

Fidelity and Guaranty Life Insurance Company



President

Annuity Application

Product: Spectrum Choice Bonus SPDA FPDA

RETIREMENT ACCOUNTS & CO.

YPO: Roni Bell A/C# [REDACTED]
P.O. BOX 173785
DENVER, CO 80217-3787

any): _____
No: _____
Female Birth Date: _____

Owner(s)

TAX ID #: 84-1314088

Phone No. 303-293-2221

Relationship to Owner: _____

Annuitant(s)
(if other than Owner)

Name: Roni Bell

Joint/Contingent (if any): _____

Social Security or Tax ID No. _____

Social Security or Tax ID No.: _____

Male Female Birth Date: _____

Male Female Birth Date: _____

Address: 9102 Parkview Dr #400

Address: _____

Blanca Island Lakes

Beneficiary

Primary: FIRST TRUST FBO Ron Bell Contingent: _____

Plan

Nonqualified Qualified IRA Rollover IRA Transfer Roth IRA
 Tax-Saver Annuity (must be annuitant) Other (specify plan type): _____

Replacement

Do you have an existing life insurance or annuity policy? Yes No
Will the annuity applied for replace or change an existing life insurance or annuity policy? Yes No
If a 1035 Exchange or 90-24 Transfer, attach applicable forms. Transfer/Exchange Amount: \$ _____
Policy/Contract No.: 1000000000 Company: _____

Premium

Make check payable to Fidelity card Guaranty Life Insurance Company.

1 Year S&P 500 Index - Monthly Point-to-Point	% of premium	Initial Single Premium Paid (premium paid with application)
2 Year S&P 500 Index - Monthly Point-to-Point*	% of premium	\$ _____
3 Year S&P 500 Index - Monthly Point-to-Point*	% of premium	Minimum of \$2,000 per option.
1 Year S&P 500 Index - Monthly Averaging**	% of premium	Whole numbers only. Must equal 100%.
1 Year S&P 500 Index - Annual Point-to-Point**	% of premium	
1 Year Fixed Interest	<u>100</u> % of premium	

*Option only available for Spectrum Premiums Choice 6
**Option only available for Spectrum Premiums Choice 7
Other options avail. for Spectrum Premiums Choice 7&8

Special Instructions

I (We) have read the statements made in this application. To the best of my (our) knowledge and belief, the statements made are complete, true, and correctly recorded. I (We) understand that a copy of this application page will form a part of any annuity issued; the annuity will not take effect until delivered to the Owner, and no agent can modify any annuity issued.

Fraud Warning Notice: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of loss containing any material false information or otherwise for the purpose of obtaining information concerning any fact material to such a transaction commits a fraudulent insurance act, which is a crime and may subject such person to criminal and civil penalties.

Signed at: Denver, Colorado Date: 5-25-05

Signature(s) of Owner(s): [Signature]

Signature(s) of Annuitant(s): [Signature]

Agent Use Only: The applicant does not have an existing life or annuity policy. To the best of my knowledge, the application does replace or change does not replace or change existing life insurance or annuities. I attest that I have witnessed all signatures.

Agent's Signature: [Signature] Date: _____

Print Agent's Name: [Name] Agent's Social Security No.: NOT REQUIRED

Agent's Phone No.: 303-294-1175 Agent's Fax No.: 303-294-7847 Agent's Email Address: [Email]

Fidelity and Guaranty Life Agent #: 129641 License No. (required in FL only): _____

1/1e

FIRST TRUST

Another Resource From Fiserv
First Trust Corporation
717 17th Street, Suite 2600
Denver, Colorado 80202-8323
803-293-2223 (Denver)
1-800-525-8188

Please direct mail to:
P.O. Box 179301
Denver, Colorado 80217-3301
ira.services@ftc.fiserv.com
www.firsttrust.com

Traditional/Roth IRA Transfer/Rollover/Conversion Recharacterization Form

General Instructions: This form is to be completed by an IRA Account Owner who wishes to make a transfer, rollover, direct rollover, conversion or recharacterization of all or a portion of his/her assets from an existing IRA plan to a First Trust IRA. Please refer to the "Instructions for Traditional/Roth IRA Transfer/Rollover/Conversion/Recharacterization Requests" to complete this form.

SECTION 1: IRA ACCOUNT OWNER INFORMATION

Account Owner Name Geraldine K. Bell
Mailing Address 7103 Fortune Dr. 69401 City / State / ZIP Mercer Island WA 98040
First Trust IRA Account # [redacted] Social Security # [redacted] Date of Birth [redacted]
Daytime Telephone # (206) 236-1672 Evening Telephone # ()

SECTION 2: RESIGNING TRUSTEE/CUSTODIAN INFORMATION *Please provide a copy of the most recent Account Statement from your resigning Trustee/Custodian.*

Resigning Trustee/Custodian American National Resigning Trustee/Custodian Account # [redacted]
Mailing Address 412 East Second Ave City / State / ZIP Rome GA 30162
Telephone # (977) 549-7663 Contact Name [redacted]

SECTION 3: TRANSFER TYPE

Total Account Transfer or Partial Account Transfer [redacted]

SECTION 4: TRANSFER/ROLLOVER/CONVERSION/RECHARACTERIZATION OPTION *(Choose one below.)*

Transfer *Transfer Options (choose one):* IRA to IRA Roth IRA to Roth IRA

If applicable, choose one. (For either option below, you must include a certified copy of the deceased Account Owner's death certificate.)

- Inherited IRA *(Check this box if this is a transfer of an inherited or beneficiary IRA. Subject to additional documentation and review.)*
- Spousal Assumption *Transfer Option: (Only for spouses who are the sole beneficiary of a plan owner.)*

(Choose one below. For your selection, please provide specific asset instructions in Section 6.)

- Rollover *Rollover Option: Rollover of Eligible Distribution Received Outright by Account Owner*
- Direct Rollover *Rollover Option: Rollover of Eligible Business Retirement Plan Assets to IRA Rollover*
- Conversion *Conversion Option: Traditional IRA to Roth IRA*

Recharacterization \$ _____
Original Roth/Contribution/Conversion Amount _____ Date of original contribution/conversion _____ Tax Filing Deadline date (plus extensions) _____

- (Select only one.) Options:*
- Recharacterize prior conversion
 - Recharacterize contribution - Roth to Traditional
 - Recharacterize contribution - Traditional to Roth

SECTION 5: WITHHOLDING ELECTION *(Applicable to Roth Conversions only. Choose one.)*

Tax Withholding *(If no option is checked we will withhold 10%.)*

DO NOT withhold federal income taxes. Withhold federal income tax. Please withhold _____ % or \$ _____

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Traditional/Roth IRA Transfer/Rollover/Conversion Recharacterization Form (continued)

SECTION 6: LIST ALL ASSETS TO BE TRANSFERRED. Use additional paper if needed. (Please provide a copy of the most recent Account Statement from your resigning Trustee/Custodian.)

A. Cash/Money Market		Specify # of Shares to be Liquidated or All Shares		Account #		
B. Mutual Funds		Specify # of Shares or All Shares	Sell	or	Transfer In Kind	Account #
			<input type="checkbox"/>	or	<input type="checkbox"/>	
			<input type="checkbox"/>	or	<input type="checkbox"/>	
			<input type="checkbox"/>	or	<input type="checkbox"/>	
			<input type="checkbox"/>	or	<input type="checkbox"/>	
C. Annuities		Value	Surrender	or	Change of Ownership	Contract (Policy) #
American National		22,000 (tax)	<input checked="" type="checkbox"/>	or	<input type="checkbox"/>	
D. Other Securities		# of Shares	Sell	Transfer In Kind		
			<input type="checkbox"/>			<input type="checkbox"/>
			<input type="checkbox"/>			<input type="checkbox"/>
			<input type="checkbox"/>			<input type="checkbox"/>

SECTION 7: AGE 70½ NOTICE

Policy is lost.
If you are subject to required minimum distributions (generally if you have attained age 70½ or older during the transfer year) and have not taken a minimum distribution from your prior Trustee/Custodian, please contact us for assistance regarding the calculation of your required amount. Please have the previous year-end value available.

SECTION 8: DELIVERY OPTIONS

- Please send this transfer request to my resigning Trustee/Custodian via the United States Postal Service.
- This transfer may be faxed to my resigning Trustee/Custodian. (Please provide the following.)

Contact Name/Department _____ FAX # _____

Please overnight this transfer form to my resigning Trustee/Custodian. (Choose one.)

- Bill my First Trust account for the expense.
- Bill my express account for the expense. (Complete Information.)

Alvin H. Hagen
Name on Account _____ Account # _____

UPS
Carrier (Federal Express, UPS, etc.) _____

SECTION 9: ACCOUNT OWNER'S SIGNATURE REQUIRED

I certify that I have read the applicable section for the transaction I have chosen and understand and agree to all the terms thereunder. In the case of a transfer or direct rollover, the current Trustee/Custodian is authorized to send cash and/or assets to First Trust Corporation as specified. In the case of a rollover, I understand it is solely my responsibility to determine the validity of any rollover contribution and to initiate and make such rollover deposit and irrevocably elect to roll over the assets in this transaction. I hereby agree to indemnify and hold harmless First Trust Corporation and its officers, directors, shareholders, agents and employees, for any and all costs, obligations, losses, claims, damages, and expenses (including reasonable attorney's fees) related to or associated with its agreement to accept the above-referenced assets.

Account Owner's Signature *Jeraldine K. Bell*
Date *4/26/2005*

[Medallion Signature Guarantee Stamp Here if the Resigning Trustee or Custodian requires.]

Traditional/Roth IRA Transfer/Rollover/Conversion Recharacterization Form (continued)

SECTION 10: ACCEPTANCE BY FIRST TRUST CORPORATION

(To be completed by First Trust.) First Trust hereby accepts the appointment as Trustee of the assets listed. This acceptance is not to be construed as validation of any rollover or direct rollover contribution, if any. First Trust Corporation (tax ID #84-0519832) is exempt from backup withholding described in Section 3406(a)(1)(c) of the Internal Revenue Code.

First Trust Acceptance Signature X *Sally Stein*
Title *CEO* Date *5/3/05*

SIGNATURE GUARANTEED
MEDALLION GUARANTEED
FIRST TRUST COMPANY
[Signature]
AUTHORIZED SIGNATURE
A9010285
(1017)
SECURITIES TRANSFER ASSISTANT (See Dealer's Book Stamp, Here.)

Delivery Instructions

First Trust Tax Identification # 84-0519832

Send Checks and Register Physical Securities and Limited Partnerships to

First Trust Corp TTEE
FBO (client's name), IRA#
P.O. Box 173301
Denver, CO 80217-3301

Overnight Delivery Address

First Trust Corp
FBO (client's name), IRA#
717 17th Street, Suite 2600
Denver, CO 80202-3323

Wiring Instructions for Cash

Bank of New York
ABA # 021000018
For Credit to: First Trust Corporation
A/C # 8900382740
For Further Credit to: Client's Full Name
A/C # (Client's First Trust Account No.)

Mutual Fund Reregistration Instructions

First Trust Corp TTEE
FBO (client's name), IRA#
P.O. Box 173301
Denver, CO 80217-3301

Broker/Dealer

Account Executive

Address

DTC Eligible Securities

DTC #00902
First Trust's Institutional #93287
Agent Account #G54337

Client Name

FTC Account #

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Annuity Application

Product: Spectrum Choice Bonus SPDA FPDA

FIDELITY AND GUARANTY LIFE INSURANCE COMPANY • Home Office: Baltimore, Maryland

Owner(s)

Name: FIRST TRUST
 Social Security No.: _____
 Male Female Birth Date: _____
 Address: 717 17th St. #2600
DENVER, CO 80202
 Phone No.: 303-293-2223

Joint Owner (if any): _____
 Social Security No.: _____
 Male Female Birth Date: _____
 Address: _____
 Phone No.: _____
 Relationship to Owner: _____

Annuitant(s) (if other than Owner)

Name: GERALDINE K. BELL
 Social Security or Tax ID No.: _____
 Male Female Birth Date: 3-25-26
 Address: 9103 FORTUNA DR. #9401
MERCER ISLAND, WA 98040

Joint/Contingent (if any): _____
 Social Security or Tax ID No.: _____
 Male Female Birth Date: _____
 Address: _____

Beneficiary

Primary: FIRST TRUST

Contingent: _____

Plan

Nonqualified Qualified IRA Rollover IRA Transfer Roth IRA
 Tax-Sheltered Annuity (owner must be annuitant) Other (specify plan type): _____

Replacement

Do you have an existing life insurance or annuity policy? Yes No
 Will the annuity applied for replace or change an existing life insurance or annuity policy? Yes No
 If a 1035 Exchange or 90-24 Transfer, attach applicable forms. Transfer/Exchange Amount: \$ _____
 Policy/Certificate No.: _____ Company: _____

Premium

Make check payable to Fidelity and Guaranty Life Insurance Company.

1 Year S&P 500 Index - Monthly Point-to-Point	_____ % of premium
2 Year S&P 500 Index - Monthly Point-to-Point*	_____ % of premium
3 Year S&P 500 Index - Monthly Point-to-Point*	_____ % of premium
1 Year S&P 500 Index - Monthly Averaging**	_____ % of premium
1 Year S&P 500 Index - Annual Point-to-Point**	_____ % of premium
1 Year Fixed Interest	<u>100</u> % of premium

Initial/Single Premium Paid:
(premium paid with application)
\$ _____

Minimum of \$2,000 per option.
Whole numbers only.
Must equal 100%.

*Option only available for Spectrum Rewards Choice 9
 **Option only available for Spectrum Rewards Choice 7
 ***Other options avail. for Spectrum Rewards Choice 7&9

Special Instructions

I (We) have read the statements made in this application. To the best of my (our) knowledge and belief, the statements made are complete, true, and correctly recorded. I (We) understand that a copy of this application page will form a part of any annuity issued; the annuity will not take effect until delivered to the Owner, and no agent can modify any annuity issued.

Fraud Warning Notice: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and may subject such person to criminal and civil penalties.

Signed at DENVER Colorado Date: _____

Signature(s) of Owner(s): _____

Signature(s) of Annuitant(s): Geraldine K. Bell

Agent Use Only: This applicant does does not have an existing life or annuity policy. To the best of my knowledge, this application does replace or change does not replace or change existing life insurance or annuities. I attest that I have witnessed all signatures.

Agent's Signature: [Signature] Date: _____
 Joint Agent's Name: ALAN MAUER Agent's Social Security No.: NOT REQUIRED

Agent's Phone No.: 257-924-1505 Agent's Fax No.: _____ Agent's Email Address: _____
 Fidelity and Guaranty Life Agent #: 129641 License No. (required in FL only): NP100193115

Colorado

A: *Processed* 48

ANNUITY APPLICATION

Fidelity and Guaranty Life Insurance Company Home Office: Baltimore, Maryland



Product: Spectrum Rewards Bonus Flexible Premium Deferred Annuity

Owner(s)

Owner: Name: [Redacted] Social Security Number: [Redacted] Birth Date: 7/
 Male Female Address: _____

Joint Owner (if any): Name: _____ Social Security Number: _____ Birth Date: _____
 Male Female Address: _____ Relationship to Owner: _____

Annuitant(s) (if other than Owner)

Name: Carolanne K Bell Social Security or Tax ID No: [Redacted] Birth Date: [Redacted]
 Male Female Address: 9103 Fortuna Dr. # 941 Mercer Island WA 98040

Joint/Contingent (if any): _____ Social Security or Tax ID No: _____ Birth Date: _____
 Male Female Address: _____

Beneficiary

Primary: FIRST TRUST Relationship to Owner: Trustee SSN: _____ Birth Date: _____
Address: _____

Contingent: _____ Relationship to Owner: _____ SSN: _____ Birth Date: _____
Address: _____

Special Instructions

Plan

Nonqualified Qualified IRA Rollover IRA Transfer Tax-Sheltered Annuity (owner must be annuitant)
 Roth IRA Other: _____ (specify plan type)

Replacement

Will the annuity applied for replace or change any existing life or annuity policy? Yes No If a 1035 Exchange or a 90-24 transfer, attach applicable forms. Transfer/Exchange Amount: \$ _____ Company: _____ Policy: _____

Premium and Interest Crediting Information

Initial Premium Paid (premium paid with application): \$ _____ (Make check payable to F&G Life.)

One Year - S&P 500 SM Monthly Point to Point	<input checked="" type="checkbox"/> % of premium	Cap Rate: _____ % (guaranteed for 1 year)*
Two Year - S&P 500 SM Monthly Point to Point	<input checked="" type="checkbox"/> % of premium	Cap Rate: _____ % (guaranteed for 2 years)*
Three Year - S&P 500 SM Monthly Point to Point	<input checked="" type="checkbox"/> % of premium	Cap Rate: _____ % (guaranteed for 3 years)*
Fixed Interest Option	<u>100</u> % of premium	Initial interest rate: <u>5.00</u> % - interest rate period: <u>1</u> year(s)

*This is the cap which is guaranteed for the index crediting period. See the policyholder summary statement.
I (We) have read the statements made in this application. To the best of my (our) knowledge and belief, the statements made are complete, true, and correctly recorded. I (We) understand that a copy of this application will form a part of any annuity issued; the annuity will not take effect until delivered to the Owner; and no agent or person other than the officers of the Company has the authority to change or modify any annuity issued or waive its provisions.

FRAUD WARNING NOTICE: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Signed at: Denver, Colorado Date: 6/1/08

Signature(s) of Owner(s): [Signature]

Phone Number(s) of Owner(s): _____

Signature(s) of Annuitant(s): [Signature] (206) 236-1672

AGENT USE ONLY

To the best of my knowledge, this application does replace or change existing life insurance or annuities. I attest that I have witnessed all signatures. Agent's Social Security #: _____

Signature of Agent: <u>[Signature]</u>	Print Agent's Name: <u>Alan Halgren</u>	Date: <u>6/1/08</u>	F&G Life Agent Number: <u>124641</u>
License Number (Where applicable; required in FL): <u>WP100193115</u>	Phone No.: <u>253 924 1571</u>	Fax No.: <u>253 569 3643</u>	Agent's E-mail Address: <u>WINCON1575@AMUL.COM</u>

ADMIN 5160 (09-2003)

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APPENDIX A



Important Notice: Replacement of Life Insurance or Annuities

This document must be signed by the applicant and the producer, if there is one, and a copy left with the applicant.

You are contemplating the purchase of a life insurance policy or annuity contract. In some cases this purchase may involve discontinuing or changing an existing policy or contract. If so, a replacement is occurring. Financed purchases are also considered replacements.

A replacement occurs when a new policy or contract is purchased and, in connection with the sale, you discontinue making premium payments on the existing policy or contract, or an existing policy or contract is surrendered, forfeited, assigned to the replacing insurer, or otherwise terminated or used in a financed purchase.

A financed purchase occurs when the purchase of a new life insurance policy involves the use of funds obtained by the withdrawal or surrender of or by borrowing some or all of the policy values, including accumulated dividends, of an existing policy to pay all or part of any premium or payment due on the new policy. A financed purchase is a replacement.

You should carefully consider whether a replacement is in your best interests. You will pay acquisition costs and there may be surrender costs deducted from your policy or contract. You may be able to make changes to your existing policy or contract to meet your insurance needs at less cost. A financed purchase will reduce the value of your existing policy and may reduce the amount paid upon the death of the insured.

We want you to understand the effects of replacements before you make your purchase decision and ask that you answer the following questions and consider the questions on the back of this form.

- 1. Are you considering discontinuing making premium payments, surrendering, forfeiting, assigning to the insurer, or otherwise terminating your existing policy or contract? [X] Yes [] No
2. Are you considering using funds from your existing policies or contracts to pay premiums due on the new policy or contract? [X] Yes [] No

If you answered "yes" to either of the above questions, list each existing policy or contract you are contemplating replacing (include the name of the insurer, the insured or annuitant, and the policy or contract number if available) and whether each policy or contract will be replaced or used as a source of financing:

Table with 4 columns: INSURER NAME, CONTRACT OR POLICY #, INSURED OR ANNUITANT, REPLACED (R) OR FINANCING (F). Row 1: AMERICA... [REDACTED], Geraldine Bell, (R)

Make sure you know the facts. Contact your existing company or its agent for information about the old policy or contract. If you request one, an in force illustration, policy summary or available disclosure documents must be sent to you by the existing insurer. Ask for and retain all sales material used by the agent in the sales presentation. Be sure that you are making an informed decision.

The existing policy or contract is being replaced because

I certify that the responses herein are, to the best of my knowledge, accurate:

Applicant's Signature and Printed Name: Geraldine K. Bell, Date: 6/1/05
Producer's Signature and Printed Name: [Signature], Date: 6/1/05

I do not want this notice read aloud to me [Signature] (Applicants must initial only if they do not want the notice read aloud.)

A replacement may not be in your best interest, or your decision could be a good one. You should make a careful comparison of the costs and benefits of your existing policy or contract and the proposed policy or contract. One way to do this is to ask the company or agent that sold you your existing policy or contract to provide you with information concerning your existing policy or contract. This may include an illustration of how your existing policy or contract is working now and how it would perform in the future based on certain assumptions. Illustration should not, however, be used as a sole basis to compare policies or contracts. You should discuss the following with your agent to determine whether replacement or financing your purchase makes sense.

PREMIUMS:

- Are they affordable?
- Could they change?
- You're older—are premiums higher for the proposed new policy?
- How long will you have to pay premiums on the new policy? On the old policy?

POLICY VALUES:

- New policies usually take longer to build cash values and to pay dividends.
- Acquisition costs for the old policy may have been paid; you will incur costs for the new one.
- What surrender charges do the policies have?
- What expense and sales charges will you pay on the new policy?
- Does the new policy provide more insurance coverage?

INSURABILITY:

- If your health has changed since you bought your old policy, the new one could cost you more, or you could be turned down.
- You may need a medical exam for the new policy.
- Claims on most new policies for up to the first two years can be denied based on inaccurate statements.
- Suicide limitations may begin anew on the new coverage.

IF YOU ARE KEEPING THE OLD POLICY AS WELL AS THE NEW POLICY:

- How are premiums for both policies being paid?
- How will the premiums on your existing policy be affected?
- Will a loan be deducted from death benefits?
- What values from the old policy are being used to pay premiums?

IF YOU ARE SURRENDERING AN ANNUITY OR INTEREST SENSITIVE LIFE PRODUCT:

- Will you pay surrender charges on your old contract?
- What are the interest rate guarantees for the new contract?
- Have you compared the contract charges or other policy expenses?

OTHER ISSUES TO CONSIDER FOR ALL TRANSACTIONS:

- What are the tax consequences of buying the new policy?
- Is this a tax free exchange? (See your tax advisor.)
- Is there a benefit from favorable "grandfathered" treatment of the old policy under the federal tax code?
- Will the existing insurer be willing to modify the old policy?
- How does the quality and financial stability of the new company compare with your existing company?

AMERICAN NATIONAL INSURANCE COMPANY

Home Office: One Moody Plaza, Galveston, Texas 77550-7999

Administrative Office: P. O. Box 7873, San Francisco, California 94120-7873 • Telephone (800) 395-1053
 418 East Second Avenue, Rome, GA 30161-3224 • Telephone (800) 300-0519

IMPORTANT NOTICE REGARDING REPLACEMENT OF INSURANCE

(Save this notice! It may be important to you in the future.)

The decision to buy a new life insurance or annuity and discontinue or change an existing one is very important. Your decision could be a good one—or a mistake. It should be carefully considered. The Washington State Insurance Commissioner requires us to give you this notice to help you make a wise decision.

STATEMENT TO APPLICANT BY AGENT OR BROKER: (Use additional sheets, as necessary.)

I believe the replacement of insurance involved in this transaction materially improves your position. My conclusion has taken into account the following factors, which I call to your attention.

- 1. Can there be reduced benefits or increased premiums in later years?
2. Are there penalties, setup or surrender charges for the new policy?
3. Will there be penalties or surrender charges under the existing insurance as a result of the proposed transaction?
4. Are there adverse tax consequences from the replacement under current tax law?
5. a) Are interest earnings a consideration in this replacement?
b) If "Yes," explain what portions of premiums or contributions will produce limited or no earnings.
6. Are minimum amounts required to be on deposit before excess interest will be paid?
7. If the new program is based on a variable or universal life insurance policy or a single-premium policy or annuity:
a) Are the interest rates quoted before or after fees and mortality charges have been deducted?
b) Interest rates are guaranteed for how long?
c) The minimum interest rate to be paid is how much?
d) If applicable, the rate you pay to borrow is % and the limit on that amount that can be borrowed is \$
e) The surrender charges are
f) The death benefit is \$

8. Are there other short or long-term effects from the replacement that might be materially adverse?

No Yes, explain:

Signature of Agent or Broker

Date

Name of Agent or Broker (Print or Type)

Address

LIST OF POLICIES OR CONTRACTS TO BE REPLACED:

Company	Insured	Contract No.

CAUTION: The Insurance Commissioner suggests you consider these points:

Usually, contestable and suicide periods start again under a new policy. Benefits might be excluded under a new policy that would be paid under existing insurance.

Terminating or altering existing coverage before new insurance has been issued might leave you unable to purchase other life insurance or let you buy it only at substantially higher rates.

You are entitled to advice from the existing agent or company. Such advice might be helpful.

Study the comments made above by the agent or broker. They apply to you and this proposal. They are important to you and your future.

Completed Copy Received: _____
(Applicant's Signature) (Date)

THIS COMPLETED FORM SHOULD BE FILED PERMANENTLY WITH YOUR NEW INSURANCE POLICY.

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AMERICAN NATIONAL INSURANCE COMPANY

Home Office: One Moody Plaza, Galveston, Texas 77550-7999

Administrative Office: P. O. Box 7873, San Francisco, California 94120-7873 • Telephone (800) 395-1053
 418 East Second Avenue, Rome, GA 30161-3224 • Telephone (800) 300-0519

IMPORTANT NOTICE REGARDING REPLACEMENT OF INSURANCE

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The decision to buy a new life insurance or annuity and discontinue or change an existing one is very important. Your decision could be a good one—or a mistake. It should be carefully considered. The Washington State Insurance Commissioner requires us to give you this notice to help you make a wise decision.

STATEMENT TO APPLICANT BY AGENT OR BROKER: (Use additional sheets, as necessary.)

I believe the replacement of insurance involved in this transaction materially improves your position. My conclusion has taken into account the following factors, which I call to your attention.

1. Can there be reduced benefits or increased premiums in later years?
 No Yes, explain:
2. Are there penalties, setup or surrender charges for the new policy?
 No Yes, explain, emphasizing any extra cost for early withdrawal:
3. Will there be penalties or surrender charges under the existing insurance as a result of the proposed transaction?
 No Yes, explain:
4. Are there adverse tax consequences from the replacement under current tax law?
 No Yes, explain:
5. a) Are interest earnings a consideration in this replacement?
 No Yes
 b) If "Yes," explain what portions of premiums or contributions will produce limited or no earnings. As pertinent, include in your explanation the need for minimum deposits to enhance earnings, and the reduction of earnings that may result from setup charges, policy fees and other factors.
6. Are minimum amounts required to be on deposit before excess interest will be paid?
 No Yes, explain:
7. If the new program is based on a variable or universal life insurance policy or a single-premium policy or annuity:
 - a) Are the interest rates quoted before or after fees and mortality charges have been deducted?
 - b) Interest rates are guaranteed for how long?
 - c) The minimum interest rate to be paid is how much?
 - d) If applicable, the rate you pay to borrow is _____%, and the limit on that amount that can be borrowed is \$ _____.
 - e) The surrender charges are _____.
 - f) The death benefit is \$ _____.

8. Are there other short or long-term effects from the replacement that might be materially adverse?
 No Yes, explain:

Signature of Agent or Broker

Date

Name of Agent or Broker (Print or Type)

Address

LIST OF POLICIES OR CONTRACTS TO BE REPLACED:

Company	Insured	Contract No.

CAUTION: The Insurance Commissioner suggests you consider these points:

Usually, contestable and suicide periods start again under a new policy. Benefits might be excluded under a new policy that would be paid under existing insurance.

Terminating or altering existing coverage before new insurance has been issued might leave you unable to purchase other life insurance or let you buy it only at substantially higher rates.

You are entitled to advice from the existing agent or company. Such advice might be helpful.

Study the comments made above by the agent or broker. They apply to you and this proposal. They are important to you and your future.

Completed Copy Received: Remi P Bell 11-5-03
(Applicant's Signature) (Date)

THIS COMPLETED FORM SHOULD BE FILED PERMANENTLY WITH YOUR NEW INSURANCE POLICY.

Quick Facts

<u>(1999) Indianapolis Life, Annuities</u>	<u>(2003) Partnership Investment</u>	<u>(2003) American National, Annuities</u>	<u>(2005) Fidelity Life, Annuities</u>
\$207,000	\$100,000	\$76,889	\$77,240
\$27,500	\$50,000	\$23,571	\$22,281
<u>Surrender Charge Period</u>			
10 Years	None	New 10 year	New 14 years
<u>Guaranteed Interest Rate</u>			
3.50%	None	3.25%	1.45%
<u>Surrender Charge Penalty</u>			
None	\$14,070 IL Annuity	\$7,193 IL Annuity	\$8,973 American Nat. Annuity
<u>Bonus Pd</u>			
None	None	\$4,018	\$6,103

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Quick Facts

<u>(1999) Indianapolis Life, Annuities</u>	<u>(2003) Partnership Investment</u>	<u>(2003) American National, Annuities</u>	<u>(2005) Fidelity Life, Annuities</u>
\$207,000 \$27,500	\$100,000 \$50,000	\$76,889 \$23,571	\$77,240 \$22,281
<u>Surrender Charge Period</u>			
10 Years	None	New 10 year	New 14 years
<u>Guaranteed Interest Rate</u>			
3.50%	None	3.25%	1.45%
<u>Surrender Charge Penalty</u>			
None	\$14,070 IL Annuity	\$7,193 IL Annuity <i>\$1,683</i> <i>\$1,509</i>	\$8,973 American Nat. Annuity <i>\$1,965</i> <i>\$1,008</i>
<u>Bonus Pd</u>			
None	None	\$4,018	\$6,103