



Oceanview Life and Annuity Company  
Oceanview Life and Annuity Insurance Company  
PO Box 830 Grimes, IA 50111-0830  
Tel 888.295.3815 • Fax 888.417.3702 • [www.oceanviewlife.com](http://www.oceanviewlife.com)

## Sky Harbourview MYGA Series Coversheet

Application for New Business – Sky Harbourview MYGA	
Policy Should be delivered to:      Client      Agent	
Name of Agent:	
Financial Institution:	
Name of Owner:	
Premium Amount:	
Suitability Acknowledgment	
<b>Owner's Statement:</b> <p>I understand that my agent/producer relies on the information I have provided about my current and expected financial status to recommend the sale of this Oceanview Life and Annuity Contract. I certify that this information is true and accurate to the best of my knowledge.</p> <p>I further acknowledge that I believe the recommended annuity contract meets my needs, that my agent/producer has explained to me the surrender charges and surrender charge period and reviewed the applicable disclosure statement regarding my new fixed annuity product.</p>	
Signature of Owner	Date
Signature of Joint Owner <i>(if applicable)</i>	Date
<b>Producer's Statement:</b> <ul style="list-style-type: none"><li>• I have made the recommendation to purchase this annuity based on the information gathered and that the product meets the customer's financial needs and objectives.</li><li>• I have provided the owner(s) a copy of the product disclosure for the product applied for and applicable Buyer's Guide.</li><li>• I have not made any representations or promises about the future value of this proposed contract that differ from approved company provided materials.</li><li>• This application will be submitted through my firm's suitability process and will be approved by the appropriate supervisor prior to be submitted to Oceanview for processing.</li></ul>	
Signature of Producer	Date

**THIS PAGE MUST BE SUBMITTED WITH THE APPLICATION**



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## INDIVIDUAL SINGLE PREMIUM ANNUITY APPLICATION

<b>1. OWNER</b>	
<input type="checkbox"/> Trust <input type="checkbox"/> Other Non-Natural <input type="checkbox"/> Inherited <input type="checkbox"/> UTMA/UMGA	<input type="checkbox"/> Male <input type="checkbox"/> Female
Name (First, MI, Last)	SSN/Taxpayer ID
Address Street	Birthdate (MM/DD/YYYY)
City, State Zip	Telephone
Email Address	US Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No If "no," complete Non-US Citizen Form
<b>2. JOINT OWNER (if applicable)</b>	
Name	<input type="checkbox"/> Male <input type="checkbox"/> Female
	SSN/Taxpayer ID
Address Street	Birthdate (MM/DD/YYYY)
City, State Zip	Telephone
Email Address	US Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No If "no," complete Non-US Citizen Form
<b>3. ANNUITANT (complete only if different from Owner)</b>	
Name	<input type="checkbox"/> Male <input type="checkbox"/> Female
	SSN/Taxpayer ID
Address Street	Birthdate (MM/DD/YYYY)
City, State Zip	Telephone
Email Address	US Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No If "no," complete Non-US Citizen Form
<b>4. JOINT ANNUITANT (if applicable)</b>	
Name	<input type="checkbox"/> Male <input type="checkbox"/> Female
	SSN/Taxpayer ID
Address Street	Birthdate (MM/DD/YYYY)
City, State Zip	Telephone
Email Address	US Citizen <input type="checkbox"/> Yes <input type="checkbox"/> No If "no," complete Non-US Citizen Form

**5. BENEFICIARY DESIGNATION (Percentages must be in whole numbers and total 100% for primary and contingent beneficiaries. Please use the Beneficiary Designations Form if needed.)**

***IN THE EVENT OF JOINT OWNERSHIP, THE SURVIVING OWNER IS THE SOLE PRIMARY BENEFICIARY UNLESS OTHERWISE INDICATED.***

<input type="checkbox"/> <b>Primary</b> (First, MI, Last)	<b>%</b>	<b>SSN</b>	<b>Address</b>	<b>Relationship</b>
<input type="checkbox"/> <b>Primary</b> <input type="checkbox"/> <b>Contingent</b>	<b>%</b>	<b>SSN</b>	<b>Address</b>	<b>Relationship</b>
<input type="checkbox"/> <b>Primary</b> <input type="checkbox"/> <b>Contingent</b>	<b>%</b>	<b>SSN</b>	<b>Address</b>	<b>Relationship</b>
<input type="checkbox"/> <b>Primary</b> <input type="checkbox"/> <b>Contingent</b>	<b>%</b>	<b>SSN</b>	<b>Address</b>	<b>Relationship</b>

**6. POLICY & PREMIUM DETAILS**

**Product:**

Product Name: \_\_\_\_\_

Surrender Charge Period: \_\_\_\_\_

**Funds Are:**    **Non-Qualified**        **Qualified IRA**        **Qualified Roth IRA**

**Non-Qualified Source of Funds:**

New Money        Amount \$ \_\_\_\_\_

1035 Exchange    Amount \$ \_\_\_\_\_    Company \_\_\_\_\_

NQ Transfer        Amount \$ \_\_\_\_\_    Company \_\_\_\_\_

**Qualified Source of Funds:**

Rollover/Transfer    Amount \$ \_\_\_\_\_    Company \_\_\_\_\_

Rollover/Transfer    Amount \$ \_\_\_\_\_    Company \_\_\_\_\_

Rollover/Transfer    Amount \$ \_\_\_\_\_    Company \_\_\_\_\_

Contribution        Amount \$ \_\_\_\_\_    Year \_\_\_\_\_

**7. REPLACEMENT OF OTHER CONTRACTS**

Does the Proposed Owner have any existing life insurance or annuity contracts? ☐ Yes ☐ No

Will the contract being purchased replace or change an existing life insurance or annuity contract? ☐ Yes ☐ No

**8. STATEMENTS AND AUTHORIZATIONS****PROPOSED OWNER'S STATEMENT**

I have read and understand this Application. I am not currently taking and I am not under the influence of any medications or drugs that would affect my ability to fully understand and to fully and accurately complete this Application. The representations in this Application are true to the best of my knowledge and belief. I agree the annuity contract shall not be in effect until it has been issued by Oceanview Life and Annuity Company ("the Company") and the single premium is paid. I understand that the Producer has no authority to approve this Application, change the annuity contract, or waive any contract provisions. I understand that the annuity contract will not be effective until the date signed in the contract and all eligibility requirements are met.

**FRAUD NOTICE/WARNING**

Any person who knowingly submits a false statement in an Application for insurance may be guilty of a criminal offense and subject to penalties under state law. I have read, understand, and acknowledge the Fraud Notice.

**Owner's Signature****Date****Signed at City and State****Joint Owner's Signature****Date****Signed at City and State****PRODUCER'S STATEMENT**

I further certify that any information recorded by me on this Application is true and accurate to the best of my knowledge and belief, and that the Owner seemed to me to be lucid and to fully understand all of the questions on this Application.

**Agent Signature****Agent Printed Name****Agent NPN/Last 4 of SSN****Date****Agent E-Mail****Agent Phone****Complete the following section for additional agent and indicate split percentages:**

<b>Agent Name</b>	<b>Agent NPN/Last 4 of SSN</b>	<b>Agent E-Mail/Phone</b>	<b>% Split</b>



### Additional Transfer Company Information

[illegible]



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## Certificate of Disclosure and Acknowledgement

### **Sky Harbourview Multi-Year Guaranteed Annuity Single Premium Deferred Annuity**

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Thank you for your interest in the Sky Harbourview Multi-Year Guaranteed Annuity, which is a Single Premium Deferred Annuity offered by Oceanview Life and Annuity Company. It is important that you understand the benefits, features, and limitations of this annuity before making your purchasing decision. Please read the following information and sign the last page of this disclosure document to acknowledge your understanding of the annuity contract ("contract") for which you are applying. This document is intended to provide you with a summary of the contract, including its benefits and limitations.

#### **What is the Sky Harbourview Multi-Year Guaranteed Annuity?**

The Sky Harbourview Multi-Year Guaranteed Annuity is a Single Premium Deferred Annuity primarily intended for customers seeking a long-term retirement savings vehicle.

Your fixed deferred annuity is not a security or any type of investment contract. It is not a stock market investment and does not directly participate in any stock or equity investments. It is suitable for use as an IRA or other qualified account as well as an attractive alternative CDs or other taxable vehicles. You can start your Sky Harbourview MYGA **with a minimum premium of \$20,000.**

#### **What if I decide I do not want my annuity contract after it is delivered?**

After receipt of the annuity contract, the contract may be returned within the free look period for an unconditional refund of the amount paid for the contract. The free look period is the amount of time you have to request a refund. The actual free look period is stated on the cover page of your contract and is at least 20 days.

#### **How will interest be credited to my Contract?**

Interest is credited to the initial interest rate guaranteed for the first Guaranteed Period. At the end of the Guaranteed Period, and each subsequent Guaranteed Period thereafter, a new rate will be declared. Your annuity will earn a declared interest rate, which may go up or down, but can never be less than the contract's minimum guaranteed rate at the time of your purchase. Your interest is credited and compounded daily to yield our declared annual rate. There are no front-end sales charges or annual administrative fees. 100% of your money works for you!

#### **What is a Market Value Adjustment (MVA)?**

The MVA may be applied during the surrender charge period of your annuity Contract. The surrender charge period will vary by product. Please see your annuity Contract or product brochure for details. The MVA only applies during the surrender charge period should you elect to surrender your annuity or if you elect to take a withdrawal that exceeds your penalty-free withdrawal amount. The Market Value Adjustment does not apply upon death of the annuitant, upon annuitization or after the surrender charge period.

The MVA affects the surrender value of your annuity which is defined in your annuity Contract. The Market Value Adjustment formula will be applied at the time your annuity Contract is surrendered or if more than your penalty-free available is withdrawn during the surrender charge period as stated in your Contract. The impact of the MVA is similar to how bond values are impacted by interest rates. The surrender value of your annuity will generally decrease if interest rates for your annuity product increase which creates a negative adjustment to your surrender value. Alternatively, when interest rates for your annuity product have decreased since your Contract was issued, the surrender value generally increases due to the Market Value Adjustment.

#### **Do I have access to the value of my contract before the Annuity Date?**

Yes, the Sky Harbourview Multi-Year Guaranteed Annuity provides access to the value of your contract in several different ways. However, any contract values accessed during the first ten contract years may also be subject to a Surrender Charge, depending on the surrender charge schedule elected at the time of application. Please note that withdrawals taken from an index strategy during an index term period will not be credited with any potential interest credits for that term.

Withdrawal charges will not apply to any free withdrawals, required minimum distributions, or death benefit proceeds. Taxable amounts withdrawn from your annuity prior to age 59 ½ may be subject to a 10% IRS penalty in addition to ordinary income tax. Please consult with a tax advisor prior to utilizing these provisions.

### Free Withdrawals

After the first contract year, you may make multiple withdrawals totaling 10% of the contract value on the prior contract anniversary without incurring a Surrender Charge. The amount available for free withdrawal is not cumulative. Any amount eligible for free withdrawal in a contract year that is not taken may not be carried over to the next contract year nor will it be available to be taken free of the Surrender Charge in a later contract year.

### Required Minimum Distribution ("RMD's")

If you purchase this annuity with 'tax-qualified' money (like an IRA), tax law and IRS rules may require you to take Required Minimum Distributions (RMD's) from your contract each year. Any RMD's taken from your contract, after the first contract year, will not be subject to surrender charges.

### Nursing Home Confinement

In the event that the contract Owner (or spousal beneficiary in the case of a continuation) is confined to a nursing home for at least 90 consecutive days or for a total of 90 days if there is no more than a 6-month break in the confinement surrender charges will be waived on any withdrawal. Confinement must be prescribed by a qualified physician and medically necessary, and proof must be furnished to the Company during confinement or within 90 days after such confinement.

### Terminal Illness

In the event that the contract Owner (or spousal beneficiary in the case of a continuation) is terminally ill and not expected to live more than 12 months surrender charges will be waived on any withdrawal. Terminal illness must be diagnosed by a qualified physician after the contract's issue date, and proof of terminal illness must be provided to the Company.

### What happens on the contract's Annuity (Maturity) date?

On the contract's Annuity (Maturity) date, you will receive the entire value of your contract in the form of annuity payments. There are a number of payout options from which to select. Regardless of the payout option selected, once the amount of payments is determined, your payments are guaranteed and can never be changed. You should review the available payout options with your tax advisor to select the most appropriate one based on your specific financial situation. Under no circumstances will you be assessed a withdrawal charge on, or after the Annuity Date. If you do not select a payout option, the payout option will default to the contractually selected option, depending whether you have a single Annuitant or Joint Annuitants.

### What if I decide to surrender (cancel) my contract?

If you decide to surrender your contract, the Company will pay you the contract's Cash Surrender Value. On the surrender date, the Cash Surrender Value is equal to the greater of:

1. The Contract Value less any Surrender Charges, if applicable; or
2. The Minimum Surrender Value.

### What is a Surrender Charge?

A Surrender Charge is the cost you incur if the contract is surrendered or if any amount withdrawn exceeds the free withdrawal amount during the Surrender Charge period. The Surrender Charge on these amounts is applied at the time of the surrender or withdrawal. Any amount withdrawn above the free withdrawal amount will be multiplied by the applicable percentages below, which determine the amount of the charge. This charge will vary depending upon the guarantee period you select at the time of application. Below is the current Surrender Charge Schedule for this contract.

Guarantee Period	Surrender Charge Period*									
	1	2	3	4	5	6	7	8	9	10
3	9	8	7							
5	9	8	7	6	5					
7	9	8	7	6	5	4	3			
10	9	9	8	7	6	5	4	3	2	1

### **Are there any tax consequences if I take withdrawals from my annuity?**

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

### **What happens if the Owner dies before the annuity date and while the contract is in force?**

If the Owner, (or primary annuitant if the Owner is not a natural person) dies before the date on which annuity payments begin, the Company will pay a Death Benefit to the named Beneficiary or Beneficiaries. That Death Benefit will be the greater of: The contract value (without any Surrender Charge); or the Minimum Surrender Value.

The Death Benefit will not be subject to a surrender charge. After the annuity date, payments will be consistent with the settlement option selected. Taxes may apply.

### **What happens if the Annuitant dies on or after annuity payments begin?**

If the Annuitant dies on or after the date annuity payments begin, we will continue to make payments of any remaining and payable portion of the annuity payment(s) to the Beneficiary upon our receipt of due proof of death.

### **Other Important Information about Your Annuity**

- This annuity is not a bank or credit union deposit, obligation or guarantee, and is not FDIC or NCUA/NCUSIF insured.
- The guarantees provided by annuities are subject to the financial strength and claims paying ability of the issuing company.
- Under current tax law, the Internal Revenue Code already provides tax deferral to qualified money, so there is no additional tax benefit obtained by funding a qualified contract, such as an IRA, with an annuity.
- This is a brief description of your annuity. Your contract contains more specific information. Please review it carefully when it is delivered to you and ask your financial professional for any additional clarification you may need.
- We deduct premium taxes, if applicable, imposed on us by a federal, state, local, or other government agency. Some states collect these taxes on premium payments; others collect at the time of Annuitization. Since we pay premium taxes when they are required by applicable law, we may deduct them from your contract when we pay the taxes, when you withdraw your contract value, when you start to receive income payments or when it pays a death benefit to your beneficiary. The premium tax rate varies by state or municipality, and currently ranges from 0 - 3.5%.
- We do not provide tax, financial or investment advice, or act as a fiduciary in the sale or service of these products. Consult a tax advisor or financial representative about your specific financial needs or circumstances.



**Oceanview Life and Annuity Company  
Certificate of Disclosure and Acknowledgement  
Sky Harbourview Multi-Year Guaranteed Annuity**

Minimum Guaranteed Rates	
_____ %	1%
_____ Years	Policies currently issued
Initial Guarantee Period	Subsequent Guarantee Period

*Until the policy is issued, rates are subject to change without notice*

**Applicant Acknowledgment**

By signing below, I acknowledge that I have read, or have been read, this Disclosure Form and understand its contents. I understand that I have applied for a Single Premium Deferred Annuity. In doing so, I have discussed my financial status, tax status, current insurance products and investments (including my financial objectives) with my insurance producer or other financial professional and believe this annuity will assist me in meeting my current financial needs and objectives.

**Owner/Applicant Name:** \_\_\_\_\_

**Owner/Applicant Signature:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Joint Owner/Applicant Name:** \_\_\_\_\_

**Joint Owner/Applicant Signature:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Producer Confirmation**

By signing below, I acknowledge that I have reviewed this Disclosure Form and other required materials with the applicant. I certify that a copy of this Disclosure Form; as well as, any advertisements, all of which were approved by the Company, used in connection with the sale of this annuity, have been provided to the applicant. I have not made any statements that differ from what is stated in this Disclosure Form or the brochure and no promises or assurances have been made about the future value of any non-guaranteed elements of the annuity. I further acknowledge that I have satisfied all annuity suitability and best interest responsibilities for this application.

**Producer Name (Please print):** \_\_\_\_\_ **Producer Number:** \_\_\_\_\_

**Producer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



# Notice of Replacement of Life Insurance or Annuities, Notification of Existing Insurer and Broker Certification

Oceanview Life and Annuity Company

Individual Annuities 1.888.295.3815

P.O.Box 830 Grimes, IA 50111-0830 [www.oceanviewlife.com](http://www.oceanviewlife.com)

## 1 Statement by Applicant(s) Regarding Notification of Replacement to the Replaced Insurer

I(We) have read the "Important Notice to Applicants Regarding Replacement of Life Insurance or an Annuity," which was furnished to me(us) by the agent taking the application for this policy or contract. Choose and sign one of the following:

☐ Please notify my(our) present insurer(s) regarding this transaction.

\_\_\_\_\_  
OWNER SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
OWNER SIGNATURE

\_\_\_\_\_  
DATE

☐ Please do not notify my(our) present insurer(s) regarding this transaction.

\_\_\_\_\_  
OWNER SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
OWNER SIGNATURE

\_\_\_\_\_  
DATE

The signature(s) of the applicant(s) shall be that of the insured(s) unless someone other than the insured(s) is the owner of the policy. If someone other than the insured(s) is the owner of the policy, the owner(s) must sign. If the insured(s) is under eighteen (18) years of age, the parent is deemed to be the owner of the policy.

**The life insurance or annuity I(we) intend to purchase from Oceanview Life and Annuity Company may replace or alter existing life insurance or annuity policy(ies).**

## 2 The Following Policy(ies) May Be Replaced As A Result of This Transaction

INSURER NAME ON POLICY	INSURED/ANNUITANT NAME ON POLICY	POLICY NUMBER*	FACE/ANNUITY AMOUNT
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

\* If a number has not been assigned by the existing insurer, indicate alternative identification such as an application or receipt number.

The proposed policy is: \_\_\_\_\_ \$ \_\_\_\_\_  
TYPE OF POLICY — GENERIC NAME FACE/ANNUITY AMOUNT

## 3 Broker

BROKER NAME	PHONE	LICENSE NUMBER	
ADDRESS	CITY	STATE	ZIP CODE

I hereby certify that nothing was said or done during the sales presentation to influence the decision of the applicant(s) regarding this statement. I further certify that I have not issued recommendations or made statements that are misleading or fraudulent. I have not presented unfair or incomplete comparisons regarding the terms or conditions of any annuity contract for the purpose of inducing or attempting to induce the owner(s) of such contract to forfeit or surrender such contract or allow it to lapse for the purpose of replacing such contract in any way whatsoever.

\_\_\_\_\_  
BROKER SIGNATURE

\_\_\_\_\_  
DATE

**1 Important Notice to Applicants Regarding Replacement of Life Insurance or an Annuity**

(This notice must be signed by the applicant(s) with the original sent to Oceanview Life and Annuity Company and a copy left with the applicant(s).)

**This notice is for your benefit and is required by law.**

1. If you are urged to purchase life insurance or an annuity and to surrender, lapse or in any other way change the status of existing life insurance or an existing annuity, the agent is required to give you this notice.
2. It may not be advantageous to drop or change existing life insurance or an existing annuity in favor of new life insurance or a new annuity, whether issued by the same or a different insurance company. Some of the disadvantages are:
  - a. The amount of the annual premium under an existing policy may be lower than that under a new policy having the same or similar benefits.
  - b. Generally, the initial costs of life insurance policies charged against the cash value increases in the earlier policy years, the replacement of an old policy could result in the policyholder sustaining the burden of these costs twice.
  - c. The incontestable and suicide clauses begin anew in a new policy. This could result in a claim under a new policy being denied by the company which would have been paid under the old policy.
  - d. Existing policies may have more favorable provisions than new policies in such areas as settlement options and disability benefits.
  - e. An existing policy may have a reserve value in addition to any cash value which may be of some benefit to the insured.
  - f. The insurance company carrying your current insurance policy can often make a desired change of terms which would be more favorable than if existing insurance is replaced with new insurance.
3. It may not be advantageous to change an existing policy to reduced paid-up or extended term insurance or to borrow against its loan value beyond your expected ability or intention to repay in order to obtain funds for premiums on a new policy.
4. There may be a situation in which a replacement policy is advantageous. You may want to receive comments of the present insurance company before deciding this important financial matter.

**2 Acknowledgement**

I(We) hereby acknowledge that I(we) received the above "Important Notice to Applicants Regarding Replacement of Life Insurance or an Annuity" before I(We) signed the application for the proposed new insurance or annuity.

\_\_\_\_\_  
OWNER SIGNATURE\_\_\_\_\_  
DATE\_\_\_\_\_  
OWNER SIGNATURE\_\_\_\_\_  
DATE

**Premiums:** Premiums are the payments you make in exchange for an insurance policy or annuity contract. They are unlike deposits in a savings or investment program, because if you drop the policy or contract, you might get back less than you paid in.

**Cash Surrender Value:** This is the amount of money you can get in cash if you surrender your life insurance policy or annuity. If there is a policy loan, the cash surrender value is the difference between the cash value printed in the policy and the loan value. Not all policies have cash surrender value.

**Lapse:** A life insurance policy may lapse when you do not pay the premiums within the grace period. If you had a cash surrender value, the insurer might change your policy to as much extended term insurance or paid-up insurance as the cash surrender value will buy. Sometimes the policy lets the insurer borrow from the cash surrender value to pay the premiums.

**Surrender:** You surrender a life insurance policy when you let it lapse or tell the company you want to drop it. Whenever a policy has a cash surrender value, you can get it in cash if you return the policy to the company with a written request. Most insurers will also let you exchange the cash value of the policy for paid-up or extended term insurance.

**Convert to Paid-Up Insurance:** This means you use your cash surrender value to change your insurance to a paid-up policy with the same insurer. The death benefit generally will be lower than under the old policy, but you will not have to pay any more premiums.

**Place on Extended Term:** This means you use your cash surrender value to change your insurance to term insurance with the same insurer. In this case, the net death benefit will be the same as before. However, you will only be covered for a specified period of time stated in the policy.

**Borrow Policy Loan Values:** If your life insurance policy has a cash surrender value, you can almost always borrow all or part of it from the insurer. Interest will be charged according to the terms of the policy, and if the loan with unpaid interest ever exceeds the cash surrender value, your policy will be surrendered. If you die, the amount of the loan and any unpaid interest due will be subtracted from the death benefits.

**Evidence of Insurability:** This means proof that you are an acceptable risk. You have to meet the insurer's standard regarding age, health, occupation, etc., to be eligible for coverage.

**Incontestable Clause:** This says that after one or two years, according to the provisions of the policy, the insurer will not resist a claim because you made a false or incomplete statement when you applied for the policy. During the first two years if there are false or incomplete answers on the application and the insurer discovers them, the insurer can deny a claim as if the policy had never existed.

**Suicide Clause:** This says that if you commit suicide after being insured for less than two years, depending on the policy and insurer, your beneficiaries will receive only a refund of the premiums that were paid.



# 1035 EXCHANGE / ROLLOVER / TRANSFER eFORM

Name of Receiving Company \_\_\_\_\_

Business Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

Overnight Address \_\_\_\_\_

This form can be used to accomplish a **FULL** or a **PARTIAL Exchange** of policies pursuant to Internal Revenue Code (IRC) Section 1035. This form can also be used for **Transfers of Funds and Direct Rollovers**. Complete the requested information concerning the existing policy and contract, check the appropriate boxes, and date and sign this form. Refer to the application, and if applicable, prospectus and any state required forms for additional important disclosures and information. Check with both the receiving and surrendering company for form requirements specific to the transaction that is being initiated.

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

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

**New / Existing Contract Number:** \_\_\_\_\_ **Receiving Carrier DTCC #:** \_\_\_\_\_  
(for Money Settlement)

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

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

## 1. SURRENDERING COMPANY POLICY / ACCOUNT / CONTRACT INFORMATION

Surrendering Company Name (Complete one form for each surrendering company)			Surrendering Company Account / Policy / Contract Number	
Street Address Line 1			Address Line 2	
City	State	Zip	Phone Number	Fax Number
Surrendering Plan Type (Non-Qualified, IRA, Roth IRA, etc.)		Surrendering Product Type (Life, Annuity, CD, MF, Other, etc.)		Estimated Amount of Transfer \$
Owner (First, Middle, Last) / Entity Name				Social Security Number / Tax ID #
Joint Owner Name (First, Middle, Last) - Please confirm the availability of these options with the Receiving Company				Social Security Number
Insured / Annuitant Name (First, Middle, Last) - if other than owner (applies to Life & Annuity products only)				Social Security Number
Joint Insured / Annuitant Name (First, Middle, Last) - Please confirm the availability of these options with the Receiving Co.				Social Security Number
Contingent Annuitant Name (First, Middle, Last) - Please confirm the availability of these options with the Receiving Co.				Social Security Number

## 2. TRANSFER / ROLLOVER / 1035 EXCHANGE SURRENDERING INSTRUCTIONS

☐ **Full**    ☐ **Partial**    \$ \_\_\_\_\_ or \_\_\_\_\_ %  
☐ **Penalty Free Amount**

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

By executing this form, I authorize the full or partial liquidation of my existing contract or account in accordance with the sections completed above. I hereby instruct the parties to process that liquidation:

☐ **As soon as possible after receipt of all necessary forms**    ☐ **On a specific date:** \_\_\_\_\_

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

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### 3. DISCLOSURES / ACKNOWLEDGMENTS

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- I. I fully assign and transfer all claims, options, privileges, rights, title and interest to either all of the life insurance policy, all of the annuity contract or part of the annuity contract value identified in the Contract Information section on page 1 to the receiving company. The sole purpose of this assignment is to effect a tax-free exchange under Section 1035(a) of the Internal Revenue Code. All of the powers, elections, appointments, options and rights I have as owner of the contract, including the right to surrender, are now exercisable by the receiving company. Simultaneous with a full assignment, I also revoke all existing beneficiary designations under the Assigned Policy. Other than the above mentioned owner, no person, firm, or corporation other than myself and the insurer that issued the above numbered policy, has an interest in said policy. No proceedings in insolvency or bankruptcy have been instituted by or against me. I understand that the receiving company intends to surrender the contract for the cash value; or if this is a partial exchange, the portion assigned, subject to its terms and conditions, and to use the proceeds as the purchase payment for the new contract to be issued by the receiving company. I authorize the surrendering company to send the proceeds directly to the receiving company and understand that fees and surrender charges may apply. This exchange is subject to acceptance by the receiving company. Neither the receiving company nor the surrendering company is liable or responsible for changes in market value that may occur after the surrendering company has processed the transaction and before the proceeds are received by the receiving company in good order and allocated to the new contract. Prior to the date of receipt of the proceeds by the receiving company, no value will accrue or be earned on the receiving company contract.
- II. If this is a partial exchange, I understand that it is subject to Revenue Ruling 2003-76, which dictates how much of the original contract's cost basis must be allocated to the new contract. The cost basis should be allocated ratably between the two contracts based on the percentage of the value retained in the original contract and the percentage of the value transferred to the new contract. For example, if the contract value is \$100,000 and basis is \$50,000, and I assign 30% for a partial exchange, then \$15,000 (30% of \$50,000) of the basis would be applied to the new contract. I understand that the IRS has raised concerns about annuity contract owners using partial exchanges to avoid income tax, and I certify that I am not entering into this transaction for the purpose of reducing or avoiding income tax or the 10% penalty tax for early withdrawals.

I expressly represent that the sole purpose is to effect a partial 1035 exchange of an annuity contract. However, I acknowledge that Revenue Procedure 2011-38 states that withdrawals from annuitization, taxable owner or annuitant changes, or surrenders, other than an amount received as an annuity for a period of 10 years or more or during one or more lives, of either the original contract or the new contract during the 180 day period following the partial exchange, may affect the tax free status of the partial exchange.

Note: Other exceptions may apply and a subsequent direct transfer of all or a portion of either contract involved in the exchange could have tax and tax reporting consequences. Please consult your tax advisor. Please confirm with the carrier if they will support partial 1035 exchanges.

I acknowledge that the receiving company has made no representations concerning any tax treatment of this transaction. I understand that the receiving company has neither responsibility nor liability for the validity of this transaction or for my treatment under Section 1035(a) of the Internal Revenue Code or otherwise. Therefore, I agree to release and hold harmless the receiving company and its agents from any and all liability arising from, relating to, or in connection with, the taxation of a partial exchange of the above listed contract. I authorize the receiving company and the surrendering institution to share information necessary to maintain accurate records of the annuity cost basis and to ensure proper withholding and tax reporting. I have been directed to consult my tax or legal advisor before proceeding.

- III. I authorize the receiving company to rely upon the cost basis information provided by the surrendering company, but agree that the receiving company will assume no responsibility for determining or verifying cost basis. If cost basis is not provided, I acknowledge that more restrictive or less beneficial tax rules may apply to the amounts transferred. I acknowledge that the receiving company provides this form and participates in this transaction as an accommodation to me. The receiving company does not give tax or legal advice on the tax consequences for replacing one contract for another, and assumes no responsibility or liability for the validity of this assignment or for the tax treatment of this exchange under IRC Section 1035(a) or other laws or regulations.
- IV. I agree that if the receiving company, in its sole discretion, determines that it is unlikely to receive timely payment of the full contract cash surrender values, the receiving company may reassign ownership of the policy/contract back to me.
- V. RETURN OF LIFE INSURANCE POLICY OR ANNUITY CONTRACT - Does not apply to partial 1035 exchanges on annuity contracts. Unless the surrendering company's policy or contract is attached, I affirm that the policy or contract has been destroyed or lost and that reasonable effort has been made to locate it. To the best of my knowledge no one else has any right, title or interest in the contract, nor has it been assigned, pledged or encumbered, unless this is a life insurance policy with a loan to carry forward.
- VI. MAXIMUM ISSUE AGE DISCLOSURE - An annuity contract may not be issued should the funding requirements be received after reaching maximum issue age for the annuity contract applied for. If the funds are received after the maximum issue age, the contract may be rejected and the funds returned to their original source. The surrendering company may or may not take the funds back, which could result in a taxable event.
- VII. NON-QUALIFIED TRANSFER OF FUNDS (NON 1035 EXCHANGE) - The receiving company will apply all such funds received to an annuity contract issued to me. I understand that the receiving company assumes no responsibility for tax treatment of this matter and I shall be responsible for payment of all federal, state and local taxes incurred with respect to the liquidation of such account. I acknowledge that the earnings credited under the annuity contract will begin to accrue when the receiving company receives these proceeds and all other necessary paperwork in good order. For index annuities, fixed account interest under the annuity contract will begin to accrue on the next Issue Day.
- VIII. TRANSFER / EXCHANGE OF FUNDS INTO A TSA/403(B) - The TSA/403(b) owner / participant's employer or employer's third-party administrator must authorize and sign this transfer request in Section 5.

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

- IX. The IRS has provided limited guidance on the tax consequences of transferring a life insurance policy with values less than the investment in the contract to a new or existing annuity contract. If the owner surrenders the newly acquired annuity contract, it's not clear whether the annuity losses are fully deductible against ordinary income or deductible as a miscellaneous deduction subject to a limitation of 2% of adjusted gross income (AGI). If the IRS views the two transactions as a single integrated transaction, they could consider it a step transaction and successfully disallow the losses as a tax deduction.

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**4. TAXPAYER IDENTIFICATION NUMBER CERTIFICATION**

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Under penalties of perjury, I certify that:

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

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**5. SIGNATURES**

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This transfer request also authorizes the receiving and surrendering company to request information on the status of this transfer or exchange by phone or in writing. By signing below, I represent that the responses herein are, to the best of my knowledge, accurate and I have read the DISCLOSURES / ACKNOWLEDGMENTS section on page 2 the ACORD 1035 Exchange / Rollover / Transfer Form.

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

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

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

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

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

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

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**6. SIGNATURES (For the receiving company's use only)**

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**6 A. ACCEPTANCE OF 1035 EXCHANGE / TRUSTEE TRANSFER / DIRECT ROLLOVER**

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

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

The receiving company will deposit funds received into a: \_\_\_\_\_

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**6 B. eCONSENT AND ACKNOWLEDGMENT (Applies to eSignature Transactions Only)**

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To the extent the receiving company has obtained electronic signatures to effectuate the transaction(s) set forth in this form, the receiving company, by the below signature of its authorized officer, hereby represents and warrants to the surrendering company that:

- a. This form has been completed using an electronic system that has an integrated e-signature capability;
- b. All consumer consents have been obtained under, and this form was signed using an e-signature process that complies with, all applicable federal and state e-signature requirements, including, but not limited to, the federal E-Sign Act, and the applicable states' versions of the Uniform Electronic Transactions Act;
- c. It shall indemnify, defend, and hold harmless the surrendering company from and against all losses, costs, liabilities, claims, threatened claims, demands, suits, obligations, expenses, judgments, and damages, including, but not limited to, reasonable attorneys' fees and witness' fees, arising from or related to: (i) the receiving company's breach of the warranties set forth in (a) and/or (b) above; (ii) a liability imposed by any municipal, state or federal governmental body relating to the receiving company's violation of an applicable e-signature law or regulation; and (iii) the receiving company's gross negligence, willful misconduct or illegal acts, including, but not limited to, claims that the e-signatures obtained on this form by the receiving company are invalid or were improperly obtained; provided, however, that (x) the surrendering company shall provide the receiving company of prompt written notice of any claim that the surrendering company believes falls within this scope of this paragraph, and (y) the surrendering company shall not settle any claim that adversely affects any rights of the receiving company without the receiving company's prior written consent; and
- d. It shall promptly provide to the surrendering company and/or its designee(s) any and all information in the receiving company's possession (or within the receiving company's reasonable control) as may be necessary to evidence the validity of the electronic signatures that were obtained to effectuate the transaction(s) set forth in this form.

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

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Oceanview Life and Annuity Company  
Oceanview Life and Annuity Insurance Company  
PO Box 830 Grimes, IA 50111-0830  
Tel 888.295.3815 • Fax 888.417.3702 • [www.oceanviewlife.com](http://www.oceanviewlife.com)

## Non-Resident Sales Form

1. Applicant Information	
Name of Owner	Name of Joint Owner (if applicable)
City & State Where Application Was Signed:	
Signature of Owner	Date
Signature of Joint Owner (if applicable)	Date
2. Reason for Exception to Applicant Applying Outside of State of Residence	
<p>Please use the space below to provide the reasoning for signing application documents outside of your state of permanent residence.</p> <p><b>**We will not accept applications for cross-border sales to residents of the following states:</b> Arkansas, Idaho, Massachusetts, Minnesota, Mississippi, New York, Utah, Washington, and Wisconsin**</p>	
3. Producer Signature Required	
<p>I hereby represent and warrant to the Company that the representation set forth herein are true and correct to the best of my knowledge. I also understand that any intentionally false statement made to the Company on this form, or any other document related to the issuance of insurance products constitutes fraud and may subject me to criminal and/or civil liability.</p>	
Signature of Producer	Date



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## Request for Inherited Contract

Attach 1) IRS forms W-9 and W-4P, 2) a copy of the decedent's death certificate, and 3) a copy of the most recent account statement.

### 1. Applicant

Name \_\_\_\_\_

### 2. Inherited Contract

Account Type

Traditional IRA

Roth IRA

\_\_\_\_\_

Date of Purchase

Non-Qualified

Decedent Name

SSN (or TIN)

Account Number

Relationship to Applicant

Date of Birth

Date of Death

Address At Time of Death

City

State

Zip Code

### 3. IRS Required Minimum Distribution Information for Qualified Contracts

**Please note: The questions within this Section pertain to the applicant for this Inherited Contract and not to the original owner of the account. In order to process the RMD the OVLAC-RMD form must be submitted.**

Has the applicant started to receive IRS Required Minimum Distributions?

No

Yes: Beginning Year \_\_\_\_\_

Year

Age Used for Calculation \_\_\_\_\_

Age

Was the calculation based on multiple beneficiaries?

No

Yes: Oldest Beneficiary's Date of Birth \_\_\_\_\_

Date of Birth

### 4. Previous Account Holder (Complete only if the applicant is the beneficiary of assets from a previously Inherited contract.)

Name

Date of Birth

Date of Death

### 5. Trust Beneficiary (Complete only if applicable: A trust beneficiary may purchase an Inherited contract only if it is qualified to do so. For a trust to qualify for an Inherited contract it must be 1) Valid under State law, 2) irrevocable and 3) name identifiable beneficiaries, who are all individuals.)

I am transferring or rolling over inherited assets from an IRA or employer-sponsored retirement plan account to an Inherited IRA for the benefit of a qualifying trust. By checking this box, I certify that the trust is a qualifying, non-spouse beneficiary for the purposes of Section 402(c) of the Internal Revenue Code and is therefore eligible to directly transfer or rollover IRA or employer-sponsored plan assets to an Inherited IRA. I have attached a copy of the trust agreement (or a trustee-certification) along with a complete list of all trust beneficiaries (including contingent and remainder beneficiaries) and a description of conditions applicable to their entitlement.

### 6. Authorization

I have completed the applicable sections of this form and represent that all information provided is true and accurate. I understand that additional deposits will not be accepted for Inherited contracts.

Applicant Signature \_\_\_\_\_

\_\_\_\_\_

Date



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## Trust Verification Form

### 1. Contract Information

Contract Number

Name of Current Owner

Social Security Number or Tax I.D.

Name of Contract Annuitant *(If different from Contract Owner)*

Social Security Number

Street Address, City, State, Zip

Name of Joint Owner *(if applicable)*

Social Security Number or Tax I.D.

### 2. Full Name of Trust

Please be sure to accurately state the Trust's full name

### 3. Type of Trust

Irrevocable

Revocable

### 4. Trust Date(s)

Date of Trust

State that Governs the Trust

### 5. Trust Tax Identification Number

Please check one:

The Trust does not have a separate taxpayer identification number. Thus, the personal taxpayer identification number of the First Settlor/Grantor listed below is to be used; or

The Trust Tax Identification number is: \_\_\_\_\_

### 6. Name of Settlers/Grantors of Trust (Please attach additional pages if insufficient space has been provided)

Name

Social Security Number

Name

Social Security Number

### 7. Name of ALL current Trustee(s) (Please attach additional pages if insufficient space has been provided)

Name

Name

Name

**8. Name of ALL Successor Trustee(s) (if applicable)**

Name

Name

Name

**9. Instructions for Trustee Signature/Authentication**

The Trust Agreement requires that (please check appropriate box):

Any of the Trustees, acting alone

All of the Trustees, acting together

Other (please explain) \_\_\_\_\_

Must sign or otherwise authenticate forms and/or request on behalf of the Trust in connection with our products.

**10. Trust Affiliation**

Neither the Insurance Agent nor any person affiliated with the insurance agent is a beneficiary of the Trust

Agree

Disagree

If you marked Disagree, please attach an explanation of why they are named a beneficiary of the Trust

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

**11. The Trust is Validly Executed and in Full Force and Effect**

Yes

No

Note: Trust must be informed and domiciled in the United States or one of its Territories at all times.

**12. Certifications by Trustee(s)**

The Trustee(s) states and agrees that:

The Trust, if named owner, is authorized under the terms of the Trust to purchase and/or hold insurance on the life of any insured/annuitant. If named beneficiary, the Trust is authorized to receive proceeds as provided under the terms of the insurance policy and/or annuity contract. I/we have also determined the insurance product is appropriate for the Trust's purpose and the terms of the insurance product conforms to the income distribution requirements, if any, of the Trust.

I/We certify that Oceanview Life and Annuity Company (the "Company") may rely solely on this Verification and the information provided for the policy/contract administration purpose and the Company has no obligation to investigate the terms of the Trust or the authority of the Trustee(s). The Company expressly denies responsibility regarding the use and applications of any payments made to the Trust by the Trustee(s) and will hold the Company harmless from any action the Company takes at the direction of the Trustee(s).

The Trustee(s) declares that each and every Trustee and successor Trustee are bound by the certification. It is further understood that the Company may rely upon the direction of the named Trustee(s) until the Company receives a written notification at its Home Office of the change of Trustee. Furthermore, the Trustee(s) agrees to notify the Company of any changes to the Trust itself that will alter the information provided in the Trust Verification.

The signature(s) below certify the previous information provided and agreed to on this Verification is true and accurate. *(If additional signature blocks are required, please photocopy this form and attached accordingly).*

\_\_\_\_\_  
Signature of Trustee\_\_\_\_\_  
Date\_\_\_\_\_  
Signature of Trustee\_\_\_\_\_  
Date





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## Additional Beneficiary Designation Form

Additional Beneficiary Information						
Beneficiary Type	Beneficiary Name	Relationship	%	SSN	Date of Birth	Gender
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent						
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent						
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent						
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