



PLAN INFORMATION

Policy Number _____

- 1) Exact Trust Name _____ Dated _____
(Trust Name and execution date indicated should be exactly as stated in the Plan and Trust Document(s) and entered as owner on policy applications.)
- 2) Mailing Address of Trust _____

- 3) Tax Identification Number _____
- 4) Original Plan Effective Date _____ 4a) Plan Year from _____ to _____
Month Day Year Month Day Month Day

THE UNDERSIGNED AGREE THAT

- A) The Company may deal with the Trustees of the Plan and Trust identified above in accordance with the terms of this Statement, without regard to the provisions of any other document evidencing such Plan and Trust. As used herein "the Company" means Nassau Life and Annuity Company, Nassau Life Insurance Company, PHL Variable Insurance Company, or Nassau Life and Annuity Insurance Company, the Company that issued the contract, in the case of plans funded with life insurance, annuity(ies), (hereinafter such contracts and/or funds shall be referred to as "products").
- B) The Plan and Trust document(s) identified above have been duly executed and authorize the Trustees named below to purchase the type and amount of products applied for, and to exercise ownership rights thereunder. The Company may rely on the signature of the Trustees until otherwise notified in writing. In the event there is a change in Trustees, the Employer will promptly notify the Company of such change. The Trustees have consulted with legal counsel to the extent deemed necessary with respect to the Plan.
- C) The Company is not a party to the Plan, nor is it the Plan Administrator or Plan Sponsor, nor is it a fiduciary with respect thereto, and the Company will not be required to provide any administrative services in connection with this Plan or Trust. Nothing in the Plan or in any other agreement shall in any way be construed to enlarge, change or in any way affect the obligation of the Company as expressly provided herein. The Company shall not be responsible for any failure of the Trustees to perform the duties of the Trustees, nor for the application or disposition of any monies paid to the Trustees. Such payment will fully discharge the Company for the amounts so paid.
- D) The Company will deal with the Trustees or their authorized agents in accordance with the terms of its products without the consent of any other persons interested in the Plan or Trust. The Company's responsibility and liability shall be limited to performance under the terms of its products owned by the Trust. Any determination made by the Company in accordance with the terms and conditions of its products shall be determinative and conclusive of the Company's liability.
- E) The Company is not responsible for the initial or continuing qualification of the Plan, or in the event the Company sponsored prototype document has been adopted, for the proper completion and adoption of said document.

TRUSTEES SIGNATURES

PRINT TRUSTEES NAMES

DATE

- a) _____
- b) _____

PLAN ADMINISTRATOR SIGNATURE

PLAN ADMINISTRATOR NAME

DATE

Complete ONLY if form is being modified after the original sign date.

I CERTIFY that this form was modified by me, the Owner on ___/___/___/. Sign below (If Non-Individual, include the capacity in which you are signing). Signature: _____