

# Collateral Assignment of Life Insurance or Non-Qualified Annuity



**Athene Annuity and Life Company**  
Home Office, West Des Moines, IA 50266

**Athene Life Insurance Company of New York**  
**Athene Annuity & Life Assurance Company of New York**  
Home Office, Pearl River, NY 10965

**Notice:** This form may be used for non-qualified annuity contracts only, and may not be used for the assignment or pledge of an individual retirement annuity ("IRA") described in Section 408(b) of the Internal Revenue Code ("Code"), a tax sheltered annuity described in Code Section 403(b), or any annuity held in connection with a qualified employer retirement plan under Code Section 4974(c) or an eligible deferred compensation plan under Code Section 457.

Insured's/Annuitant's Name	Policy/Contract Number(s)
Owner's Name(s)	Owner's Social Security / Tax Identification Number(s)

A. For value received, the undersigned hereby assigns, transfers and sets over to the assignee named below, his/hers/its heirs, successors and assigns (the "Assignee"), the contract(s) identified above issued or assumed by Athene Annuity and Life Company or Athene Life Insurance Company of New York (the "Company") and any riders attached to the contract (herein collectively called the "Contract"), subject to all of the terms and conditions of the Contract and to all superior claims, if any, which the company issuing, underwriting and/or administering the Contract may have against the Contract.

Assignee's Name	Assignee's Tax Identification Number
Assignee's Address	

**Before Collateral Assignment will be placed on a contract a Corporate Resolution for the Assignee is required**

The undersigned by this instrument jointly and severally agree, and the Assignee by acceptance of this assignment agrees, to the conditions and provisions herein set forth.

- B. It is expressly agreed that, without detracting from the generality of the foregoing, the following specific rights are included in this assignment and pass by virtue hereof:
1. The sole right to collect from the Company the death benefits of the Contract;
  2. The sole right to collect from the Company the scheduled periodic payment benefits of the Contract;
  3. The sole right to take a partial withdrawal from the Contract or surrender the Contract and receive the partial withdrawal or surrender value at any time provided by the terms of the Contract;
  4. The sole right to obtain one or more loans or advances on the Contract from other persons and to pledge or assign the Contract as security for such loans or advances; and
  5. The sole right to exercise all nonforfeiture rights permitted by the terms of the Contract or allowed by the Company and to receive all benefits and advantages derived therefrom.
- C. It is expressly agreed that the following specific rights, so long as the Contract has not been surrendered, are reserved and excluded from the assignment and do not pass by virtue hereof:
1. The right to collect from the Company any disability benefit payable in cash that does not reduce the Contract's values;
  2. The right to designate and change the annuitant or beneficiary;
  3. The right to elect any optional mode of settlement permitted by the Contract or allowed by the Company; and
  4. The right to make changes in the allocation of any premium or contract values permitted under the terms of the Contract; but the reservation of these rights shall in no way impair the right of the Assignee to surrender the Contract completely with all its incidents or impair any other right of the Assignee hereunder, and any designation or change of annuitant or beneficiary or election of a mode of settlement shall be made subject to this assignment and to the rights of the Assignee hereunder.
- D. This assignment is made and the Contract is to be held as collateral security for any and all liabilities of the undersigned, or any of them, to the Assignee, either now existing or that may hereafter arise in the ordinary course of business between any of the undersigned and the Assignee (all of which liabilities secured or to become secured are herein called "Liabilities").

- E. The Company is not responsible for monitoring of value of the Contract to ensure it complies with the collateral agreement between the undersigned and the Assignee. Assignee is on notice that the Contract cash value is not guaranteed and charges may fluctuate resulting in a cash value less than the amount collaterally assigned. Company strongly recommends the Assignee submit in written form requests for collateralized Contract cash values on an annual basis.
- F. The Assignee covenants and agrees with the undersigned as follows:
1. That any balance of sums received hereunder from the Company remaining after payment of the then existing Liabilities, matured or unmatured, shall be paid by the Assignee to the persons entitled thereto under the terms of the Contract had this assignment not been executed; and,
  2. That the Assignee will not exercise either the right to take a partial withdrawal or surrender the Contract until there has been default in any of the Liabilities or until twenty days after the Assignee shall have mailed, by first-class mail, to the undersigned at the addresses last supplied in writing to the Assignee specifically referring to this assignment, notice of intention to exercise such right.
- G. The Company is hereby authorized to recognize the Assignee's claims to rights hereunder without investigating the reason for any action taken by the Assignee, or the validity or the amount of the Liabilities or the existence of any default therein, or the giving of any notice under Paragraph F (2) above or otherwise, or the application to be made by the Assignee of any amounts to be paid to the Assignee. The sole signature of the Assignee shall be sufficient for the exercise of any rights under the Contract assigned hereby and the sole receipt of the Assignee for any sums received shall be a full discharge and release to the Company for the sums paid. Checks for all or any part of the sums payable under the Contract and assigned herein, shall be drawn to the exclusive order of the Assignee if, when, and in such amounts, as may be requested by the Assignee.
- H. The exercise of any right, option, privilege or power given herein to the Assignee shall be at the option of the Assignee, but (except as restricted by Paragraph F (2) above) the Assignee may exercise any such right, option, privilege or power without notice to, or assent by, or affecting the liability of, or releasing any interest hereby assigned by the undersigned, or any of them.
- I. The Assignee may take or release other security, may release any party primarily or secondarily liable for any of the Liabilities, may grant extensions, renewals or indulgences with respect to the Liabilities, or may apply to the Liabilities, in such order as the Assignee shall determine, the proceeds of the Contract hereby assigned or any amount received on accounts of the Contract by the exercise of any right permitted under this assignment, without resorting or regard to other security.
- J. In the event of any conflict between the provisions of this assignment and provisions of the note or other evidence of any Liability, with respect to the Contract or rights to collateral security therein, the provisions of this assignment shall prevail.
- K. Each of the undersigned declares that no proceedings in bankruptcy are pending against him/her/it and that his/her/its property is not subject to any assignment for the benefit of creditors.
- L. The Company does not assume any responsibility for the validity or sufficiency of this assignment.
- M. This assignment shall not become effective until received and accepted by the Company and shall remain in place until the Company receives and accepts a full release of this Assignment signed by an authorized individual of behalf of the Assignee.

**Prior to this assignment, both Owner/Assignor and Assignee have consulted with, or had the opportunity to consult with, their own independent tax advisors who are not connected to the Company in any way. Owner/Assignor and Assignee hereby acknowledge that the Company treats all assignments of a non-qualified annuity as a tax reportable event and agree and accept that a Form 1099R will be issued to the Owner/Assignor's tax identification number as a result of this transaction and/or any additional income under the Contract.**

Owner(s) Signature(s) X	Print Name (and Title - if Owner is not a natural person)	Date (mm/dd/yyyy) / /
Co-Owner(s) Signature(s) (if applicable) X	Print Name (and Title - if Owner is not a natural person)	Date (mm/dd/yyyy) / /
Irrevocable Beneficiary Signature (if applicable) X	Print Name	Date (mm/dd/yyyy) / /
Spouse Signature (If resident of community property state - e.g., AZ, CA, ID, LA, NM, NV, TX, WA, WI)		Date (mm/dd/yyyy) / /
Authorized Signer for Assignee X	Print Name (and Title - if Assignee is not a natural person)	Date (mm/dd/yyyy) / /

**Persons signing on behalf of the owner or an entity must provide documentation verifying authority to act on their behalf, e.g. Power of Attorney, Corporate Resolution, Trust Verification. All signatures must include title or capacity, e.g. Jane Doe, Attorney in Fact; John Smith, President; Jane Doe, Trustee.**