

Transfer/Rollover of Assets or 1035  
Exchange to Another Carrier

**Express Mail:**  
AXA Equitable  
EQUI-VEST Processing Office  
100 Madison St., Suite 1000  
Syracuse, N.Y. 13202  
**Regular Mail:**  
AXA-Equitable  
EQUI-VEST Processing Office  
P.O. Box 4956  
Syracuse, N.Y. 13221  
**Fax Number:**  
(201) 583-2683



For Assistance: Call (800) 628-6673  
Monday – Thursday 8:00 a.m. – 7:00 p.m. EST  
Friday 8:00 a.m. – 5:00 p.m. EST

**1. Owner's Information (Please Print) Please use Catalog # 139737 for TSA contract transfer/exchanges. Do not use this form.**

Certificate/Contract Number		
Owner's Name (Last, First, Middle)	Owner's Daytime Phone	T.I.N.: <input type="checkbox"/> S.S.N. (last 4 digits only) <input type="checkbox"/> E.I.N.
Joint Owner's Name (Last, First, Middle) (if applicable)	Joint Owner's Daytime Phone	S.S.N. (last 4 digits only)
Annuitant's Name (if other than Owner)		S.S.N. (last 4 digits only)
Address Number and Street		Apt/Suite/Floor
City	State	Zip Code
<input type="checkbox"/> Please check if this is an Address Change.		

**2A. Type of Transaction Check One References to "traditional IRA" include "SEP", "SARSEP" and "SIMPLE IRA".**

AXA Equitable uses the term "Applicable Plans" to cover several types of tax-qualified plans such as a 401(a) (including 401(k)) plan, a 403(b) plan (funded by a TSA annuity contract or custodial mutual fund account) or a governmental employer Section 457(b) EDC plan.

**1. Direct Rollover:**  
 **Direct Rollover** in accordance with Internal Revenue Code Sections 401(a)(31), 402 and other applicable tax rules from one eligible retirement plan into another eligible retirement plan. **Check the applicable type in each row. Complete Sections 2B, 3, 4A, 4E and 5 (5A and 5B, if applicable).**

**Indicate Type of Retirement Plan Transaction**

**Source of Funds:**  Qualified Plan<sup>1</sup>  IRA  Governmental 457 EDC  SIMPLE IRA<sup>2</sup>  
**Destination of Funds:**  Qualified Plan  IRA  Governmental 457 EDC  SIMPLE IRA  TSA

**2. Direct Transfer:**  
 **Traditional IRA<sup>3</sup> to Traditional IRA**— Direct transfer (issuer to issuer, or issuer to custodian or trustee) of an IRA to another IRA. **Complete Sections 2B, 3, 4B and 4E.** During the first two years of participation a SIMPLE IRA cannot be transferred to an IRA.  
 **Roth IRA<sup>3</sup> to Roth IRA**— Direct transfer (issuer to issuer, or issuer to custodian or trustee) of a Roth IRA to a Roth IRA with another carrier. **Complete Sections 2B, 3, 4C and 4E.**  
 **NQ to NQ**— Exchange of an NQ for another NQ under Section 1035(a) of the Internal Revenue Code of 1986 as amended. **Complete Sections 2B, 3, 4E and 4F.**

**3. Taxable Rollover Conversion:**  
 **Taxable Rollover from traditional IRA(3) to Roth IRA**— (Conversion rollover issued by another carrier.) **Complete Sections 2B, 3, 4D and 4E.**  
 **Taxable Rollover from Applicable Plan to Roth IRA**— (Conversion rollover issued by another carrier.) **Complete Sections 2B, 3, 4D and 4E.**

<sup>1</sup> If you are not the owner of your existing contract (trustee owned) have your employer complete Section 6 of this form "Request for Change of Owner under EQUI-VEST Trusteed Contracts."  
<sup>2</sup> Funds from a SIMPLE IRA may be transferred **after** a 2-year period has expired since you first participated in any SIMPLE IRA plan of the Employer. Any rollover or transfer must comply with the requirements under section 408. If you withdraw an amount from a SIMPLE IRA **during** the 2-year period beginning when you first participated in any SIMPLE IRA plan of the Employer, and the amount is subject to the additional tax on early distributions under section 72(t), this additional tax is increased from 10% to 25%.  
<sup>3</sup> IRA refers to an individual retirement account and/or an individual retirement annuity under Internal Revenue Code Section 408.

**2B. Amount to be Transferred or Rolled Over\***

**(Check One Box Only)**

**Partial Transfer/Rollover** of \$ \_\_\_\_\_. (A minimum annuity value must remain in the Contract. For variable annuity contracts, check the prospectus.)

If you have a variable annuity contract and you wish specific dollar amounts to be withdrawn from the Guaranteed Interest Option and/or the Variable Investment Options, complete below. If you do not complete this section, amounts will be withdrawn on a pro rata basis.

**Structured Investment Option Segment**

\$ \_\_\_\_\_ S&P 500 1 year -10% Buffer (V1\*)<sup>1</sup>

**Asset Allocation**

**AXA Allocation**

- \$ \_\_\_\_\_ AXA Aggressive Allocation (18\*)
- \$ \_\_\_\_\_ AXA Balanced Strategy (8Q\*)
- \$ \_\_\_\_\_ AXA Conservative Allocation (15\*)
- \$ \_\_\_\_\_ AXA Conservative Growth Strategy (8R\*)
- \$ \_\_\_\_\_ AXA Conservative-Plus Allocation (16\*)
- \$ \_\_\_\_\_ AXA Conservative Strategy (8S\*)
- \$ \_\_\_\_\_ AXA Moderate Allocation (T4\*)
- \$ \_\_\_\_\_ AXA Moderate Growth Strategy (8O\*)
- \$ \_\_\_\_\_ AXA Moderate-Plus Allocation (17\*)

**Target Allocation**

- \$ \_\_\_\_\_ Target 2015 Allocation (6G\*)
- \$ \_\_\_\_\_ Target 2025 Allocation (6H\*)
- \$ \_\_\_\_\_ Target 2035 Allocation (6I\*)
- \$ \_\_\_\_\_ Target 2045 Allocation (6J\*)

**Other Asset Allocation**

- \$ \_\_\_\_\_ All Asset Growth – Alt 20 (7H\*)
- \$ \_\_\_\_\_ EQ/AllianceBernstein Dynamic Wealth Strategies (8P\*)
- \$ \_\_\_\_\_ EQ/Franklin Templeton Allocation (6P\*)

**Large Cap Stocks**

- \$ \_\_\_\_\_ AXA Tactical Manager 500 (7M\*)
- \$ \_\_\_\_\_ EQ/BlackRock Basic Value Equity (81\*)
- \$ \_\_\_\_\_ EQ/Boston Advisors Equity Income (33\*)
- \$ \_\_\_\_\_ EQ/Calvert Socially Responsible (92\*)
- \$ \_\_\_\_\_ EQ/Capital Guardian Research (86\*)
- \$ \_\_\_\_\_ EQ/Common Stock Index (T1\*)
- \$ \_\_\_\_\_ EQ/Davis New York Venture (6Q\*)
- \$ \_\_\_\_\_ EQ/Equity 500 Index (TE\*)
- \$ \_\_\_\_\_ EQ/Equity Growth PLUS (94\*)
- \$ \_\_\_\_\_ EQ/JPMorgan Value Opportunities (72\*)
- \$ \_\_\_\_\_ EQ/Large Cap Core PLUS (85\*)
- \$ \_\_\_\_\_ EQ/Large Cap Growth Index (82\*)
- \$ \_\_\_\_\_ EQ/Large Cap Growth PLUS (77\*)
- \$ \_\_\_\_\_ EQ/Large Cap Value Index (49\*)

- \$ \_\_\_\_\_ EQ/Large Cap Value PLUS (89\*)
- \$ \_\_\_\_\_ EQ/Lord Abbett Large Cap Core (05\*)
- \$ \_\_\_\_\_ EQ/Montag & Caldwell Growth (34\*)
- \$ \_\_\_\_\_ EQ/Mutual Large Cap Equity (6F\*)
- \$ \_\_\_\_\_ EQ/T. Rowe Price Growth Stock (32\*)
- \$ \_\_\_\_\_ EQ/UBS Growth and Income (35\*)
- \$ \_\_\_\_\_ EQ/Van Kampen Comstock (07\*)
- \$ \_\_\_\_\_ EQ/Wells Fargo Omega Growth (83\*)
- \$ \_\_\_\_\_ Fidelity® VIP Contrafund® (7R\*)
- \$ \_\_\_\_\_ MFS® Investors Growth Stock (81\*)
- \$ \_\_\_\_\_ MFS® Investors Trust (7P\*)
- \$ \_\_\_\_\_ Multimanager Aggressive Equity (T2\*)
- \$ \_\_\_\_\_ Multimanager Large Cap Core Equity (57\*)
- \$ \_\_\_\_\_ Multimanager Large Cap Growth (56\*)
- \$ \_\_\_\_\_ Multimanager Large Cap Value (58\*)

**Small/Mid Cap Stocks**

- \$ \_\_\_\_\_ AXA Tactical Manager 400 (7L\*)
- \$ \_\_\_\_\_ AXA Tactical Manager 2000 (7K\*)
- \$ \_\_\_\_\_ EQ/AllianceBernstein Small Cap Growth (TP\*)
- \$ \_\_\_\_\_ EQ/AXA Franklin Small Cap Value Core (6E\*)
- \$ \_\_\_\_\_ EQ/GAMCO Small Company Value (37\*)
- \$ \_\_\_\_\_ EQ/Mid Cap Index (55\*)
- \$ \_\_\_\_\_ EQ/Mid Cap Value PLUS (79\*)
- \$ \_\_\_\_\_ EQ/Morgan Stanley Mid Cap Growth (08\*)
- \$ \_\_\_\_\_ EQ/Small Company Index (97\*)
- \$ \_\_\_\_\_ Goldman Sachs VIT Mid Cap Value (7W\*)
- \$ \_\_\_\_\_ Invesco V.I. Mid Cap Core Equity (7T\*)
- \$ \_\_\_\_\_ Invesco V.I. Small Cap Equity (7X\*)
- \$ \_\_\_\_\_ Ivy Funds VIP Mid Cap Growth (8M\*)
- \$ \_\_\_\_\_ Ivy Funds VIP Small Cap Growth (7Y\*)
- \$ \_\_\_\_\_ Multimanager Mid Cap Growth (59\*)
- \$ \_\_\_\_\_ Multimanager Mid Cap Value (61\*)
- \$ \_\_\_\_\_ Multimanager Small Cap Growth (36\*)
- \$ \_\_\_\_\_ Multimanager Small Cap Value (91\*)

**International Stocks/Global**

- \$ \_\_\_\_\_ AXA Tactical Manager International (7N\*)
- \$ \_\_\_\_\_ EQ/Global Multi-Sector Equity (78\*)
- \$ \_\_\_\_\_ EQ/International Core PLUS (88\*)
- \$ \_\_\_\_\_ EQ/International Equity Index (TN\*)
- \$ \_\_\_\_\_ EQ/International Value PLUS (73\*)
- \$ \_\_\_\_\_ EQ/MFS International Growth (26\*)
- \$ \_\_\_\_\_ EQ/Oppenheimer Global (6A\*)
- \$ \_\_\_\_\_ EQ/Templeton Global Equity (6D\*)
- \$ \_\_\_\_\_ Invesco V.I. International Growth (7Z\*)
- \$ \_\_\_\_\_ Lazard Retirement Emerging Markets Equity (8H\*)
- \$ \_\_\_\_\_ MFS® International Value (8A\*)
- \$ \_\_\_\_\_ Multimanager International Equity (65\*)

**Bonds**

- \$ \_\_\_\_\_ EQ/Core Bond Index (96\*)
- \$ \_\_\_\_\_ EQ/Global Bond PLUS (47\*)
- \$ \_\_\_\_\_ EQ/Intermediate Government Bond (T1\*)
- \$ \_\_\_\_\_ EQ/PIMCO Ultra Short Bond (28\*)
- \$ \_\_\_\_\_ EQ/Quality Bond PLUS (TQ\*)
- \$ \_\_\_\_\_ Invesco V.I. High Yield (8L\*)
- \$ \_\_\_\_\_ Ivy Funds VIP High Income (8G\*)
- \$ \_\_\_\_\_ Multimanager Core Bond (69\*)
- \$ \_\_\_\_\_ Multimanager Multi-Sector Bond (TH\*)

**Cash Equivalents**

- \$ \_\_\_\_\_ EQ/Money Market (T3\*)

**Sector/Specialty**

- \$ \_\_\_\_\_ EQ/Franklin Core Balanced (6C\*)
- \$ \_\_\_\_\_ EQ/GAMCO Mergers and Acquisitions (25\*)
- \$ \_\_\_\_\_ Invesco V.I. Global Real Estate (8C\*)
- \$ \_\_\_\_\_ Ivy Funds VIP Energy (8D\*)
- \$ \_\_\_\_\_ MFS® Technology (8J\*)
- \$ \_\_\_\_\_ MFS® Utilities (8K\*)
- \$ \_\_\_\_\_ Multimanager Technology (67\*)
- \$ \_\_\_\_\_ Van Eck VIP Global Hard Assets (8N\*)

**Guaranteed-Fixed**

- \$ \_\_\_\_\_ Guaranteed Interest Option (A1\*)

\* The number in parenthesis is shown for data input only.  
<sup>1</sup> Available for EQUI-VEST Strategies (Series 900) TSA and EDC only.

- **Fixed Maturity Option (FMO)** — Specify the Period and Amount of Withdrawal. Funds will be withdrawn from the FMO only when there are insufficient funds in the other investment options under the contract to satisfy the partial transfer/ rollover, if the FMO is the only investment option selected, or if an amount has been specified to be withdrawn from the FMO as indicated below. If money is withdrawn from the FMO prior to maturity, it will be subject to a market value adjustment and CWC, if applicable.

Fixed Maturity Option – Period \_\_\_\_\_ maturity year \$ \_\_\_\_\_ Fixed Maturity Option – Period \_\_\_\_\_ maturity year \$ \_\_\_\_\_  
 Fixed Maturity Option – Period \_\_\_\_\_ maturity year \$ \_\_\_\_\_ Fixed Maturity Option – Period \_\_\_\_\_ maturity year \$ \_\_\_\_\_

**Total Transfer/Rollover** of the entire cash value of the Contract number in Section 1. (The Contract must be returned with this form.)

Check here if you selected a total transfer/exchange or rollover and are unable to locate your contract.

\* Applicable surrender charges will be deducted when the transfer/rollover is processed. If you have an outstanding loan balance on your annuity contract, this may adversely affect your ability to transfer or roll over funds. Please consult your tax adviser. Contact the appropriate processing office for details.

**3. Acceptance of Transfer, Rollover or Exchange***To be completed by new carrier or successor fiduciary*

This section must be completed by the issuer of the NQ annuity or the trustee, custodian or issuer of the eligible retirement plan, Internal Revenue Code Section 403(b) arrangement, traditional IRA, or Roth IRA, as the case may be, that will receive the direct rollover, traditional IRA direct transfer, traditional IRA conversion rollover, or a direct 1035 exchange to an NQ Contract issued by another carrier (generally "successor fiduciary").

**NOTE: This is the only form that AXA Equitable will accept for direct rollover or direct transfer requests.**

The amount specified in Section 2B (or the net contract value of NQ Contract to be exchanged) should be sent directly to:

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Name of Successor Fiduciary or New Carrier

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Address

---

City/State/Zip Code

---

Contact Person or Attention of (Department)

---

Phone Number

---

Contract Number

---

Name of Agency and Company

I certify that I am an officer of the Successor Fiduciary or New Carrier named in this Section 3 and authorized to accept the funds transferred, rolled over or exchanged as requested in Section 2A in accordance with one of the applicable transactions below: **(check one only)**

- This direct rollover will be applied to an eligible retirement plan within the meaning of Internal Revenue Code Section 402(c)(8)(B), as amended, and the plan accepts this kind of rollover.
- The traditional IRA funds transferred will be applied to a traditional IRA in accordance with Internal Revenue Code Section 408. (During the first two years of participation a SIMPLE IRA cannot be transferred to a traditional IRA.)
- The Roth IRA/Converted Roth IRA funds transferred will be applied to a similar IRA arrangement under Internal Revenue Code Section 408A.
- Funds from the EQUI-VEST traditional IRA will be applied to a conversion Roth IRA with my new carrier. I understand AXA Equitable will file Form 1099-R and my new carrier will file Form 5498.
- Funds from the EQUI-VEST Applicable Plan will be applied to a conversion Roth IRA with my new carrier. I understand AXA Equitable will file Form 1099-R and my new carrier will file Form 5498.
- Another NQ Contract with the same owner, annuitant and beneficiaries of the existing NQ Contract will be issued in exchange (see Absolute Assignment Attached in Section 4F).

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Type or Print Name of Certifying Officer

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Certifying Officer's Title

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Certifying Officer's Signature

---

Date

**4. Representations and Acknowledgments***(To be completed by annuitant, see exception for spouses in 4A.)***A. For Direct Rollovers**

By my signature, I represent that:

- I have checked with the Plan Administrator and have determined that the plan accepts rollovers of this type. I have discussed this transaction with my tax advisor, and I understand that the funds will be subject to the rules of the new plan or contract. If the destination plan or contract is a governmental EDC plan, and the source of funds rolled over is not, I understand these funds will continue to be subject to the additional 10% Federal Income Tax penalty for early withdrawals of Section 72(t) of the Internal Revenue Code.
- I am not rolling over any after-tax contributions, except as specifically permitted and documented.
- I have taken the required minimum distribution, if any, pursuant to Internal Revenue Code Section 401(a)(9) and related federal tax rules.
- The Successor Fiduciary's plan or contract named in Section 3, qualifies as an eligible retirement arrangement.
- I acknowledge having received, read and understood, a notice from the Plan Administrator or Payor, which explains the federal income tax rules and options which apply to eligible rollover distributions, including a description of the direct rollover option. Even if I have not received this explanation at least 30 days before I request the distribution to be made, as required by the IRS, I am nevertheless affirmatively electing to make a direct rollover.
- If you are neither the Owner nor the Annuitant, check whichever applies:

I am eligible to make this direct rollover as:

- surviving spouse beneficiary of deceased Annuitant, or
- spouse or former spouse receiving distribution under a Qualified Domestic Relations Order or "QDRO." (To process this, we must receive directions from the Plan Administrator and receive a copy of the QDRO.)

**B. For Traditional IRA Direct Transfers**

By my signature, I represent that:

- The Successor Fiduciary's annuity contract or account named in Section 3 qualifies as an Internal Revenue Code Section 408 individual retirement arrangement.
- I have taken the required minimum distribution, if applicable, pursuant to Internal Revenue Code Sections 408 and 401(a)(9) and related federal tax rules.

**C. For Roth IRA Direct Transfers**

By my signature, I represent that:

- The Successor Fiduciary's annuity contract or account named in Section 3 qualifies as a Roth IRA under Internal Revenue Code Sections 408 and 408A.

**D. For traditional IRA or Applicable Plan to Roth IRA Taxable Conversion Rollovers.**

AXA Equitable Life is required to withhold federal income tax on payments from annuity contracts which may be included in gross income. Please check the appropriate box below and provide your U.S. residence address and your Taxpayer's Identification Number to elect out of withholding.

- I wish to elect out of withholding. Under penalty of perjury, I certify that the following Taxpayer Identification Number is correct:  S.S.N  E.I.N.  Other \_\_\_\_\_
- I wish to have 10% (20% on TSA contracts) withheld from my conversion amount.

If your address of record is not a U.S. residence address, complete the following statement:

(check one):  I am a U.S. citizen.  I am not a U.S. citizen, I reside in \_\_\_\_\_ (name of country)

If you are foreign, you may need to complete additional tax forms before your transaction can be processed.

By my signature, I represent that:

- I understand that if I elect out of withholding, 100% of the amount requested to be converted will be applied to my Roth IRA.
- I understand that if I do not elect out of withholding, the amount of deemed withdrawal from my traditional IRA, or Applicable Plan, net of the appropriate amount of federal and any applicable state income tax withheld, will be forwarded to my new carrier for application to my new Roth IRA.
- The Successor Fiduciary's annuity contract or account named in Section 3, qualifies as an Internal Revenue Code Section 408 individual retirement arrangement or if applicable, a Roth IRA under IRC Section 408A.

**4. Representations and Acknowledgments (cont'd)**

*(To be completed by annuitant, see exception for spouses in 4A.)*

**E. For All Transactions**

By my signature, I represent that:

- I am the Owner of the Contract listed in Section 1. If I am not, I am a participant in an eligible retirement plan and the Owner or Plan Administrator has approved this transaction in Section 5.
- I acknowledge that withdrawal charges as specified in the Contract may be imposed on the Annuity Account Value of my Annuity Contract prior to this transaction and, acknowledge that it may not be in my best interest to begin a new withdrawal charge schedule, under a new Contract or other arrangement with a Successor Fiduciary or New Carrier and,
- I acknowledge that any higher investment return which may occur as a result of this transaction may be outweighed by applicable withdrawal charges assessed against the Annuity Account Value of my Annuity Contract as specified in Section 1.
- I understand that I am responsible for determining my eligibility to transfer within the limits set forth by tax laws, related regulations and plan agreements. I assume responsibility for any tax consequences or penalties that may apply to the transfer of my assets.
- I acknowledge that AXA Equitable has not given me tax advice in connection with this transaction and has directed me to consult with my own tax or legal adviser and, hold AXA Equitable harmless from any income or excise tax liability, including penalties and interest, as a result of this transaction.
- I authorize AXA Equitable to deduct a \$25 processing fee from my EQUI-VEST, EQUI-VEST Express or EQUI-VEST Strategies Contract, if it is a rollover or direct transfer from an IRA or an NQ exchange or an EDC under the EQUI-VEST Series 300, 400, 700, 701, 800, 801 and 900 Contracts.
- I understand that the direct rollover or direct transfer will be effective on the date that this form, properly completed and signed is received at AXA Equitable's EQUI-VEST Processing Office. I also understand that upon receipt of the properly completed and signed form, AXA Equitable has 5 business days to process this request.
- I hereby authorize AXA Equitable to process this transaction.

\_\_\_\_\_  
Signature of Owner/Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Spouse (if applicable) (See Section 4A)

\_\_\_\_\_  
Signature of Spouse

\_\_\_\_\_  
Date

**F. Absolute Assignment To Effect NQ 1035(a) Exchange To A Replacing Carrier — To Be Completed By Owner**

- I hereby make a complete and absolute assignment and transfer all rights, title and interest of every nature and character in and to the AXA Equitable annuity contract listed in Section 1 to \_\_\_\_\_ (New Company as listed in Section 3) in a Contract exchange intended to qualify under Section 1035 of the Internal Revenue Code.
- I understand that upon receipt, AXA Equitable will surrender the above annuity contract as listed in Section 1 and forward the net proceeds to the New Company contract issued by the new company for which I have submitted an application and understand that by executing this assignment, I irrevocably waive all rights, claims and demands under the AXA Equitable annuity contract listed in Section 1.
- By my signature below, I represent that (i) the AXA Equitable annuity contract listed in Section 1 has not matured and can be surrendered for its current cash value, (ii) the Annuitant, Owner and Beneficiary(ies) of the New Company contract are the same as the Annuitant, Owner and Beneficiary(ies) of the AXA Equitable annuity contract listed in Section 1, (iii) there are no outstanding liens, claims or charges of any kind against the AXA Equitable annuity contract listed in Section 1 or the value thereof, and (iv) there are no outstanding bankruptcy or other insolvency proceedings instituted by or against me.
- I understand that for the transaction to qualify as a "1035 tax deferred exchange" the AXA Equitable annuity contract listed in Section 1 must be an annuity contract and the New Company contract issued to me in exchange must be an annuity contract.
- I understand that I may incur tax liability (taxable gain that is reportable to the Internal Revenue Service) if any part of the cash value of the AXA Equitable annuity contract listed in Section 1 has been paid out to me as cash withdrawal. Should this transaction result in a taxable situation, I do hereby elect not to have part of the gain withheld. I understand that in so doing, I may incur a penalty under the estimated tax rules. I understand that before proceeding, I am advised to consult with my tax adviser about the tax implications of this exchange transaction. I acknowledge that AXA Equitable has no responsibility over the legal or tax consequences of the exchange of contracts herein contemplated. I understand that as of the date of surrender of the AXA Equitable annuity contract listed in Section 1, that contract will no longer provide any benefits.
- I understand that if the person upon whose life the AXA Equitable annuity contract listed in Section 1 was issued ("Covered Person") dies before the surrender value of such contract is received by the New Company, AXA Equitable will effect payment of proceeds of the AXA Equitable annuity contract listed in Section 1 to the named beneficiary under the AXA Equitable annuity contract listed in Section 1 provided that AXA Equitable has been properly notified. If the proceeds have already been transferred to the New Company, then payment of the proceeds will be made in accordance with the terms of the New Company's contract issued in exchange.

**X**

\_\_\_\_\_  
Owner (if owned by an entity, show title)

\_\_\_\_\_  
Date

**X**

\_\_\_\_\_  
Joint Owner (if owned by an entity, show title)

\_\_\_\_\_  
Date

**X**

\_\_\_\_\_  
Witness

**X**

\_\_\_\_\_  
Witness

Signed this \_\_\_\_\_ day of \_\_\_\_\_ year of \_\_\_\_\_ at \_\_\_\_\_



**5. Plan Administrator and Spousal Consent Requirements:**

Complete 5A if source of funds is a Governmental EDC or a Qualified Plan which is subject to the Employee Retirement Income Security Act (ERISA).

If you are uncertain as to whether or not your plan is subject to the terms of ERISA, please contact your employer or Plan Administrator.

**A. PLAN ADMINISTRATOR'S OR OWNER'S ACKNOWLEDGMENT:**

- I hereby attest that this is a (check one)  Governmental EDC,  Qualified Plan and that I am the Plan Administrator/Owner of the Contract identified in Section 1.
- I hereby concur with this request for a direct rollover made by the Annuitant.
- I acknowledge that AXA Equitable will not be held responsible for any income or excise tax liability, including penalties and interest, or for any negative investment experience resulting from this transfer.

\_\_\_\_\_  
Signature of Plan Administrator/Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Plan Administrator/Owner

\_\_\_\_\_  
Print Title

**B. SPOUSAL CONSENT**

**(Important: This section must be witnessed by a Notary Public or Plan Administrator.)**

If the Annuitant under the Contract identified in Section 1 is married and is a participant in an Internal Revenue Code Section 401(a) plan which is subject to ERISA, the Annuitant's spouse is entitled to benefits under this arrangement in accordance with the Retirement Equity Act of 1984 ("REA"). Moreover, REA requires that the spouse consents to any direct rollover or direct rollover transaction. Accordingly, one of the following, as applicable, should be completed and witnessed:

1. I, the named Annuitant of the Contract identified in Section 1, hereby certify that I am NOT married.

\_\_\_\_\_  
Signature of Plan Annuitant

\_\_\_\_\_  
Date

2. I am the current spouse of the above-named Annuitant. By affixing my signature below, I hereby consent to this request for a direct rollover. I further acknowledge and fully understand the consequences of this consent. I acknowledge and understand that I have the right to receive a benefit from the Contract identified in Section 1 which was purchased under a 401(a) plan, and that I hereby waive such right with respect to the amount being directly rolled over from the Contract.

\_\_\_\_\_  
Signature of Plan Annuitant's Spouse

\_\_\_\_\_  
Print Name of Annuitant's Spouse

**Notary Public/Plan Administrator (Needs to be completed)**

State of \_\_\_\_\_, County of \_\_\_\_\_.  
On the \_\_\_\_\_ day of \_\_\_\_\_ year before me personally appeared \_\_\_\_\_ to me known to be the person described in and who executed the foregoing instrument, and acknowledged that (s)he executed the same.



\_\_\_\_\_  
Title & Signature of Notary Public or Plan Administrator

Notary Public – Stamp Here

**6. Request for Change of Owner Under EQUI-VEST Trusteed Contracts**

This section must be completed only if you are not the owner of the contract. ***If an ownership change is required, the funds will be withdrawn on the business day following the receipt of the disbursement request in the EQUI-VEST Processing Office.***

This section must be signed by the Trustee of the Plan. The title "Trustee" should be shown after the signature. You must also sign in the assigned area. **Note:** The Spousal Consent (Section 5B) must be completed by you and your spouse in order to process this rollover. Your Social Security number must be provided in Section 1 of this form.

(1) Trustee to Complete: **X** \_\_\_\_\_  
Signature of Present Owner/Title

**Date:** \_\_\_\_\_  
Month Day Year

(2) Signature of New Owner: **X** \_\_\_\_\_  
Your Signature

In signing the above, each party certifies that this information is true, correct and complete.  
**Note:** In completing this owner change, your status is now referenced on this form as a "Former Annuitant of a Qualified Retirement Plan" (NTA).