

Third Party Investment Advisor Declaration Form



Western Reserve Life Assurance Co. Of Ohio
Administrative Services
For Annuity Contracts:
Post Office Box 9051
Clearwater FL 33758-9051
For Life Insurance Policies:
Post Office Box 5068
Clearwater FL 33758-5068
1-800-851-9777
Fax (727) 299-1667

Make Advisory fees payable and send directly to:

Date: _____

Investment Advisor: _____

Contract/Policy Number: _____

Firm: _____

Owner(s)

Address: _____

(1) Name: _____

City: _____

SS#: _____

State/Zip: _____

(2) Name: _____

Phone: _____

SS#: _____

Fax: _____

In each section below, please check the appropriate box(es).

1. TRANSFER AUTHORIZATION AND ACKNOWLEDGEMENT REGARDING EXCESSIVE TRANSFERS

I/We authorize Western Reserve Life Assurance Co. of Ohio (WRL) to (a) release account information to the above Advisor, and (b) comply with written, telephone or faxed transfer instructions from the Advisor with respect to the above Contract/Policy. This authorization shall remain in effect until the earlier of (1) the termination of this authorization by either the Owner(s) or the Advisor, or (2) the full surrender or total distribution of the Contract/Policy.

I/We understand that (a) the Contract/Policy was not designed for professional market timing organizations or other persons that use programmed, large, or frequent transfers; (b) the use of such transfers may be disruptive to the underlying portfolio and increase transaction costs; (c) WRL reserves the right to reject any transfer request from any person if, in WRL's judgment, the transfer or series of transfers would have a negative impact on a portfolio's operations or if a portfolio would reject WRL's purchase order; (d) WRL may impose other restrictions on transfers or even prohibit them for any Owner who, in WRL's view, has abused, or appears likely to abuse, the transfer privilege; and I/We should refer to the Contract/Policy prospectus and fund prospectuses for additional information concerning WRL's and the funds' market timing policies.

2. FEE PAYMENT AUTHORIZATION

I/We hereby authorize WRL to comply with written requests by the Advisor to liquidate a given dollar amount in the Contract/Policy to pay advisory fees ("fees") under an advisory services agreement executed by the Owner(s). WRL has no responsibility or liability to determine that instructions received from the Advisor are in compliance with such agreement.

Unless directed otherwise by the Owner(s) or Advisor, fees will be deducted pro-rata from the Funds in variable Subaccounts of the Contract/Policy, I/We acknowledge and understand that partial surrenders may incur surrender charges which will require WRL to liquidate a larger percentage or dollar amount than the amount required to pay the fees. I/We expressly authorize WRL to liquidate such percentage or dollar amounts. WRL has no duty to inquire into the amount of the contract/policy value withdrawn.

Based on IRS regulations, if you are under age 59½ a 10% penalty may be assessed for withdrawal of the fee payment.

2A. REDEMPTION TAX STATUS

- 401 Funding Vehicles, 403(b) Custodial Account, SEP/IRA Accounts or IRA Custodial Accounts

I/We declare that the Contract is solely responsible for the fees and that I/we have executed an agreement with the Advisor and Contract Owner which states the same.

- IRA, SEP/IRA or 403(b) Annuity

I/We declare that the Contract is solely responsible for the fees and that I/we have executed an agreement among Contract Owner(s) and Advisor which states the same. WRL will not report fee liquidations from IRA, SEP/IRA and 403(b) annuities, but reserves the right to change this tax reporting position at any time upon written notice to the Owner(s) and Advisor. Such a change will not alter the future payments authorized under this form.

Non-Qualified Annuity Contracts or Life Insurance Policies

I/We understand that liquidation of contract/policy units to pay fees for Non-Qualified annuities or life insurance policies is considered to be constructive income to the extent of the contract/policy gain, and therefore is subject to income tax and may be subject to penalty tax.

2B. WITHHOLDING

Federal law requires WRL to withhold income tax from any distribution that is subject to tax unless the Owner(s) requests that WRL not withhold taxes. Withholding applies only to the portion of a payment that is subject to Federal income tax. The Owner(s) do not have the option of electing to not have Federal income tax withheld unless they have provided WRL with a Social Security/Taxpayer ID number and have certified they are not subject to Federal withholding. Insufficient tax withholding from distributions may lead to penalties under the estimated tax rules. Generally, an election to not have Federal tax withheld is also an election to not have state tax withheld. I/We elect the following with regard to the payment of fees under this authorization:

- I/We do not want Federal income tax withheld from these withdrawals.
- I/We understand that Federal income tax will be withheld from the withdrawals. Please withhold at _____% for Federal and _____% for state income tax from any taxable portion of the withdrawal. If no amount is stated, WRL will withhold the required amount under Federal and state law.

Based on IRS regulations, if you are under age 59½ a 10% penalty may be assessed for withdrawal of the fee payment.

3. DISCLAIMER AND INDEMNIFICATION

WRL does not make any representation or warranty by accepting instructions concerning the tax treatment of the payment of fees under the Internal Revenue Code, as amended, or otherwise. WRL has no responsibility or liability for any taxes, penalties, and/or interest which may be assessed by the Internal Revenue Service or administrative tribunal or court arising out of this authorization. I/We hereby indemnify and hold WRL harmless from taxes, penalties, and/or interest (individually and collectively referred to as "Loss") arising out of any Advisor-initiated transfer or partial surrender. WRL is not responsible and has no liability for any Loss incurred by the Owner(s) as a result of the transactions contemplated by this authorization, except in the event that the Owner(s) suffer(s) any such Loss as a result of the willful misconduct of WRL, its employees or agents in processing transfer or partial surrender requests made by the Advisor.

4. INVESTMENT ALLOCATION SERVICES AGREEMENT

(Applicable only to an IRA, SEP/IRA, or 403(b) Annuity)

- 4.1 The Owner(s) and the Advisor described above agree that the cost of any investment advisory services provided by the Advisor will be deducted from the assets of the Annuity from time to time as described in Section 2 above.
- 4.2 The Owner(s) and the Advisor agree that the Annuity shall be solely responsible for the payment of the fee and that neither the Owner(s) nor WRL shall have any liability whatsoever for payment of the fee. The fee will be deducted from the assets of the Annuity and forwarded by WRL to the Advisor.
- 4.3 Under no circumstances shall the Owner(s) or WRL be held liable for payment of the fee. If the assets of the Annuity should fail to be sufficient to pay the fee or if the fee should fail to be paid for any reason whatsoever, the Advisor shall have no right to collect the fee from either the Owner(s) or WRL. The Advisor shall have a cause of action for payment of the fee solely against the assets of the Annuity.
- 4.4 The Owner(s) acknowledge(s) that WRL makes no representation or warranty, either by accepting any instructions from the Advisor to reallocate among the investment options provided under the Annuity (the "Services") or otherwise, concerning the tax treatment of the deduction of the cost of the Services described herein under the Internal Revenue Code or otherwise. WRL has no responsibility or liability with respect to the transactions contemplated by this Agreement.

5. SIGNATURE

(Your signature is required to authorize Western Reserve Life to activate this Third Party Investment Advisor Agreement)

This authorization will remain in effect until revoked by me/us by a written notice received at the Administrative Office of Western Reserve Life Assurance Co. of Ohio. The Owner(s) hereby certify(ies), under penalty of perjury, that such taxpayer is not subject to a backup withholding order under Section 3406(c) of the Internal Revenue Code. In addition, the taxpayer certifies, under penalty of perjury, that the Social Security or Tax ID number shown on this form is correct.

_____	_____
Owner's Signature	Date
_____	_____
Owner's Signature	Date
_____	_____
Investment Advisor's Signature	Date

Signature Guarantee (Required on accounts over \$300,000.00)