IN THE UNITED STATES DISTRICT COURT DISTRICT OF DELAWARE

Principal Life Insurance Company,

Plaintiff,

No.

v.

COMPLAINT FOR DECLARATORY RELIEF

Christiana Bank and Trust Company, as Trustee for the Lawrence Rucker Insurance Trust 8.15.2007 Jury Trial Demanded

Defendant.

COMPLAINT FOR DECLARATORY JUDGMENT

Plaintiff, Principal Life Insurance Company ("Principal Life"), by and through its attorneys, hereby files this Complaint for Declaratory Judgment, and in support thereof, avers as follows:

1. This is an action for Declaratory Judgment under 28 U.S.C. § 2201. Principal Life seeks a declaration relative to its rights and obligations under a policy of life insurance issued on the life of Lawrence Rucker ("Rucker Policy"). Upon information and belief, the Rucker Policy is void or voidable due to a lack of insurable interest at inception and/or material misrepresentations in the application.

PARTIES

- 2. Plaintiff, Principal Life, is an Iowa corporation with its principal place of business in Des Moines, Iowa.
- 3. Defendant, Christiana Bank and Trust Company ("Christiana Bank"), is an entity organized and existing under the laws of Delaware. Christiana Bank is the trustee of the Lawrence Rucker Insurance Trust 8.15.2007 ("Rucker Trust"), which owns and is the beneficiary of the Rucker Policy.

JURISDICTION AND VENUE

- 4. This Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1332(a)(1), insofar as the matter in controversy exceeds the sum of \$75,000, exclusive of interest and costs, and there is complete diversity between Plaintiff and Defendant.
- 5. Venue is proper in this district pursuant to 28 U.S.C. § 1391(a), because a substantial part of the events giving rise to the claim occurred herein.

FACTUAL BACKGROUND

A. Stranger Originated Life Insurance

- 6. In recent years, a secondary market has emerged in which speculative investors seek to obtain pecuniary interests in life insurance policies on individuals with whom they have no prior relationship. Although it is permissible for an investor to obtain an interest in a legitimately procured life insurance policy, it is unlawful to procure a policy for the sole purpose of transferring it, directly or indirectly, to an investor. Such arrangements are commonly referred to as STOLI, which stands for "stranger originated life insurance."
- 7. STOLI investors do not acquire an interest in life insurance policies on the lives of persons with whom they have a familial relationship, or in whose longevity they possess a legally recognized interest. Instead, these investors purchase policies that insure the lives of strangers or, in many cases, they purchase beneficial interests in insurance trusts or ownership in shell corporations that own those policies with the expectation that they will profit by the death of the insured.
- 8. STOLI transactions run afoul of state insurable interest laws, which protect the integrity of life insurance by requiring that a policy owner have a cognizable interest in the longevity of the insured at the time the policy is issued.

- 9. STOLI investors, who are the true intended owners of STOLI policies, attempt to circumvent these laws by carefully constructing their transactions to hide these impermissible investments.
- 10. STOLI investors seek out the highest anticipated rates of return when choosing the life insurance policies. This means the typical life insurance policy to which STOLI investors gravitate insures the life of an individual aged seventy or older, with a net worth in excess of \$1 million. These individuals can obtain large value policies, and, actuarially speaking, are expected to have a relatively limited lifespan. For these and other reasons, these individuals are targeted by STOLI investors.
- 11. The STOLI investors must also determine the resale value of the policy in the secondary market. This value is based largely upon the life expectancy of the prospective insured. The shorter the expected lifetime of the prospective insured, the more valuable the policy is to those who would gamble on his or her life. At or around the time of the application for insurance, the prospective insured often submits to a life expectancy analysis to determine whether the policy, if issued, would be saleable in the secondary market.
- 12. Once the STOLI investors locate an individual who meets their profile, and who will agree to collaborate in the STOLI arrangement, an application is submitted for one or more insurance policies. The STOLI investors typically pay most or all of the prospective insured's costs, including premium payments. STOLI investors also typically agree to pay the prospective insured a fee upon the issuance of the policy.
- 13. In many cases, the policy application indicates that a third-party entity, such as a trust, a shell corporation, or a limited partnership, will be the owner and beneficiary of the life insurance proceeds. This permits the STOLI investors to acquire an interest in this holding entity and, most importantly, in the death benefit that later will be disbursed by the insurer without disclosing the fact of their ownership to the insurer.

- 14. Another way the investors obtain ownership of the policy is to lend the insured the funds to pay the premium for a finite period of time, usually for the two-year contestability period. Once this contestability period has expired, the insured can either repay the loan or assign the policy to the investors, thus completing the transaction. The loan is structured to encourage the insured to assign the policy to the investors by, among other things, lending the funds at a high interest rate.
- 15. While there are many other variations, all STOLI programs have one thing in common: their objective is to give investors who have no insurable interest in the life of the insured a stake in the life insurance policy of a complete stranger.

B. Procurement of the Rucker Policy

- 16. Upon information and belief, sometime prior to August 16, 2007, Lawrence Rucker was approached by certain STOLI promoters to participate in a STOLI scheme. The plan called for Mr. Rucker to apply for a life insurance policy on his own life to be issued by Principal Life, and to conceal from Principal Life the intent to sell the policy, and /or an interest in the policy, to an investor in the secondary market.
- 17. Upon information and belief, the plan also called for Mr. Rucker to create a trust that would be the owner and the beneficiary of the policy. However, neither the trust nor the policy were intended for estate liquidity, financial planning, or other legitimate insurance-related purposes. To the contrary, it was intended from the outset that the policy would be transferred to an investor in the secondary market, and the use of the trust was to conceal this true purpose of the policy.
- 18. In accordance with this plan, on August 16, 2007, Mr. Rucker, a Florida resident, applied to Principal Life for a \$3.5 million life insurance policy (the "Application"). At the time of the Application, Mr. Rucker was seventy-eight years old.²

¹ A copy of the Application, redacted to protect the confidentiality of Mr. Rucker, is attached to the Policy, which is attached hereto as Exhibit A.

- 19. The Application indicated that the purpose of the policy was as follows: "The client is concerned that he doesn't have estate liquidity financial planning." Upon information and belief, the stated purpose of the policy misrepresented the actual purpose, which was to transfer the policy into the secondary market.
- 20. The intended owner of the policy was to be the Rucker Trust, and the trustee of the Rucker Trust was to be Christiana Bank.
- 21. The Rucker Trust was created on August 15, 2007, the day before the Application was signed.
 - 22. The application included the following two questions:
 - Is there an intention that any group of investors will obtain any right, title, or interest in any policy issued on the life of the Proposed Insured(s) as a result of this application?
 - Will you borrow money to pay the premiums for this policy or have someone else pay these premiums for you in return for an assignment of policy values back to them?
- 23. These questions were intended to discern whether the Rucker Policy was being sought for purposes of resale in the secondary market.
 - 24. Mr. Rucker answered "No" to both of these questions.
- 25. Based upon the Application and the representations contained therein, Mr. Rucker's application was approved for \$3.5 million in coverage, and the Rucker Policy (Policy No. 6084669) was issued with a policy date of September 26, 2007.
- 26. Upon information and belief, shortly after the issuance of the Rucker Policy and in accordance with the preconceived plan, Mr. Rucker took all of the steps necessary to

² Mr. Rucker's date of birth, social security number, and claimed approximate net worth were included on the Application. That information, along with other financial and medical data, has been redacted to protect Mr. Rucker's confidentiality.

effectuate a transfer of the Rucker Policy, or the beneficial interest in the Rucker Policy, to an investor whom Mr. Rucker did not know prior to completing the Application.

- 27. Upon information and belief, Mr. Rucker received remuneration for his participation in the STOLI transaction.
- 28. Upon information and belief, Mr. Rucker has relinquished or agreed to relinquish any beneficial interest in the proceeds of the Rucker Policy, as well as all interests in the Rucker Trust.
- 29. On June 16, 2008, Principal Life sent a letter to Christiana Bank advising that Principal Life was performing an audit of certain life insurance policies, including the Rucker Policy. Principal Life requested that Christiana Bank provide information concerning the Rucker Policy, including but not limited to (a) the complete Rucker Trust agreement; (b) all documents indicating a change in beneficiaries of the Rucker Trust; (c) all documents indicating a change in the trustee of the Rucker Trust; and (d) the source of funding for the Rucker Trust's payment of premiums.
- 30. Christiana Bank failed to respond to Principal Life's requests or otherwise refute that the Rucker Policy was procured for the purpose of transferring it, and/or the beneficial interest in it, to a third party.
 - 31. On June 16, 2008, Principal Life sent a similar letter to Mr. Rucker.
- 32. Mr. Rucker failed to respond to Principal Life's requests or otherwise refute that the Rucker Policy was procured for the purpose of transferring it, and/or the beneficial interest in it, to a third party.

COUNT I

DECLARATORY JUDGMENT

33. Principal Life hereby incorporates by reference each and every averment contained in the preceding paragraphs as if set forth herein at length.

- 34. Upon information and belief, the Rucker Policy was issued to, at the behest of, and/or in accordance with a plan initiated by a party or parties possessing no insurable interest in the life of Mr. Rucker under applicable law.
- 35. Upon information and belief, the purpose of transaction was to gamble upon the life of Mr. Rucker.
- 36. As such, Principal Life is entitled to a judicial declaration that the Rucker Policy lacked an insurable interest at inception and is therefore void *ab initio*.

COUNT II

DECLARATORY JUDGMENT

- 37. Principal Life hereby incorporates by reference each and every averment of fact contained in the preceding paragraphs as if set forth herein at length.
- 38. Upon information and belief, Mr. Rucker made material misrepresentations to Principal Life in the Application concerning his intent to transfer the Rucker Policy into the secondary market.
- 39. Upon information and belief, Mr. Rucker knew of the falsity of his representations concerning his intent to transfer the Rucker Policy. Thus, these misrepresentations were intentional.
- 40. Principal Life justifiably relied on these misrepresentations. Had Principal Life known of the intent to transfer the Policy into the secondary market, it would not have issued the Rucker Policy. Thus, the misrepresentations were material.
- 41. The Rucker Policy is thus void or voidable pursuant to and in accordance with applicable law.

RELIEF REQUESTED

WHEREFORE, Principal Life respectfully requests the entry of an Order by this Court as follows:

- A. Declaring whether the Rucker Policy is void or voidable due to a lack of insurable interest at the inception of the Rucker Policy;
- B. Declaring whether the Rucker Policy is void or voidable due to material misrepresentations in the Application;
- C. Declaring whether Principal Life may retain some or all of the premiums paid on the Rucker Policy as an off-set to the costs and expenses Principal Life has incurred as a result of the issuance of the policy.
- D. Awarding Principal Life is entitled to attorneys' fees and costs, as determined by the Court; and associated with seeking this judgment; and
 - E. Awarding such further relief as this Court deems appropriate.

Darryl A. Parson (I.D. No. 4134)

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Attorneys for Plaintiff Principal Life Insurance Company

August 5, 2008

EXHIBIT A

FLEXIBLE PREMIUM UNIVERSAL LIFE INSURANCE POLICY. Adjustable death benefit. Benefits payable at the earlier of Maturity Date or death of Insured. Flexible premiums payable until the earlier of Maturity Date or death of insured. NON-PARTICIPATING.

This policy is a legal contract between You, as owner(s), and Us, Principal Life Insurance Company. Your policy is issued based on the information in the application and payment of premiums as shown on the current Data Pages. We will pay the benefits of this policy in accordance with its provisions.

10-DAY EXAMINATION OFFER. IT IS IMPORTANT TO US THAT YOU ARE SATISFIED WITH THIS POLICY. IF YOU ARE NOT SATISFIED, YOU MAY RETURN YOUR POLICY TO EITHER YOUR AGENT OR OUR OFFICE WITHIN 10 DAYS OF ITS RECEIPT. IF YOU RETURN THIS POLICY, WE WILL REFUND ANY PREMIUM PAID AND YOUR POLICY WILL BE CONSIDERED VOID FROM ITS INCEPTION. PLEASE READ YOUR POLICY CAREFULLY SO YOU MAY BETTER USE ITS MANY BENEFITS.

This policy starts on the Policy Date and will stay in force until the earlier of the Maturity Date shown on the current Data Pages or death of the Insured so long as You satisfy the requirements outlined in Your policy.

> Policy issued in lieu of Lost or Destroyed Policy Bearing the same number.

Senior Vice President and Corporate Secretary President and Chief Operating Officer

Principal

Financial Group

Principal Life Insurance Company

711 High Street

Des Moines, Iowa 50392-0001

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A copy of the application and any additional benefits provided by rider follow the last page of this policy.



Principal Life Insurance Company Des Moines, Iowa 50392-0001

DATA PAGES

Flexible Premium Universal Life

POLICY DATA

Policy Number: Owner(s):

6084669

Lawrence Rucker Ins Tr 08/15/2007

Insured's Name: Insured's Risk Class: Lawrence Rucker Standard Nonsmoker

Insured's Age and Gender:

78 - Male

Policy Date:

September 26, 2007. ...

Policy Maturity Date:

September 25, 2029

\$3,500,000

Face Amount: **Death Benefit Option:**

PLANNED PERIODIC PREMIUM:

\$54,048.77

Planned Premium Mode:

Quarterly

Target Premium:

\$237,895.00

No Lapse Guarantee Monthly Premium:

\$12,605.83

Applicable during the first 5 Policy Years only

If sufficient premiums are paid, this policy provides life insurance protection on the Insured until the Policy Maturity Date. YOU MAY HAVE TO PAY OTHER THAN THE PLANNED PERIODIC PREMIUM SHOWN ABOVE TO KEEP THIS POLICY AND COVERAGE IN FORCE TO THAT DATE, and to keep any additional benefit riders in force.

This policy is adjustable. If it is adjusted, we will send you new Data Pages. The Data Pages are to be attached to and made a part of this policy.

Guaranteed Interest Crediting Rate is 3%.

This policy contains a fixed loan interest rate of 8%.

interest credited on borrowed funds is at a rate of at least 6%.

RIDER DATA

SF646

Extended Coverage Rider
Date: September 26, 2007 Effective Date:

6084669 SF712

AND AND DE

TABLE OF GUARANTEED MAXIMUM COST OF INSURANCE RATES

Monthly Rates Per \$1,000.00 of Net Amount at Risk

Insured's Attained Age		Insured's Attained Age	Monthly Rate	Insured's Attained Age	Monthly Rate
78	6.53917	86	13.56667	93	22.63583
79	7.14333	87	14.73250	94	24.63750
80	7.80583	88	15.90750	95	27.49667
81	8.54333	89	17.10750	96	32.04583
82	9.37667	90	18.34917	97	40.01667
83	10.31583	. 91	19.65333	98	54.83167
84	11.34250	92	21.06250	99	83,33333
85	12,43333	•			

Basis of Values: Guaranteed maximum cost of insurance rates are based on 1980 CSO Mortality Table, age nearest birthday, with distinction for the Insured's gender and smoking status.

6084669 SF712

CHARGES AND LIMITS

- Guaranteed Maximum Premium Expense Charge: 5.5% of premium received up to Target Premium in each Policy Year; 10% of premium received in excess of Target Premium in each Policy Year.
- The maximum monthly administration charge, deducted on a monthly basis, is \$10.00.
- Minimum face amount: \$50,000
- Minimum face amount increase: \$50,000
- The minimum partial surrender or loan amount is \$500.

A surrender charge will be deducted from Your Accumulated Value if, within the surrender charge period, this policy is surrendered for its Net Surrender Value or it terminates as described in the Grace Period provision. The maximum charge for each Policy Year is shown in the table below.

The table assumes the face amount is never increased, and the policy has not been reinstated.

Table of Maximum Surrender Charges Per Policy

Policy Year	Amount
1	\$197,452.85
2	187,382.75
3	17 7 ,510.11
4	168,229.83
5	159,147.00
6	150,459.07
7	142,363.50
8	134,662.84
9	127,554.54
10	120,643.69
11	108,599.07
12	96,554.44
. 13	84,509.82
14	72,465.20
15	60,420.57
16	48,375.95
17	36,331.32
18	24.286.70
19	12,242.08
20 and later	.00

DEFINITIONS IN THIS POLICY

ACCUMULATED VALUE is the sum of Net Premiums paid plus interest, minus Partial Surrenders and Monthly Policy Charges as further described in the Calculation Of Accumulated Value provision.

ADJUSTMENT DATE means the Monthly Date on or next following Our approval of a requested adjustment.

ATTAINED AGE means the Insured's age on the birthday nearest to the Policy Date, plus the number of complete Policy Years that have elapsed since the Policy Date.

EFFECTIVE DATE is the date on which all requirements for Issuance of a policy have been satisfied.

INSURED means the person named as the Insured on the current Data Pages of this policy. The Insured may or may not be the owner.

MONTHLY DATE means the day of the month which is the same as the day of the Policy Date. The Monthly Date will never be the 29th, 30th, or 31st of any month.

MONTHLY POLICY CHARGE is the amount subtracted from Your Accumulated Value on each Monthly Date equal to the sum of the cost of insurance and the cost of additional benefits provided by any rider plus the monthly administration charge in effect on the Monthly Date.

NET PREMIUM is the gross premium paid less the deductions for the Premium Expense Charge shown on the current Data Pages.

NET SURRENDER VALUE is the Surrender Value less any policy loans and unpaid loan interest.

NOTICE means any form of communication We receive in Our office providing the information We need, either in writing or another manner that We approve in advance.

POLICY DATE is the date shown on the current Data Pages. The Policy Date will never be the 29th, 30th, or 31st of any month.

POLICY YEAR means the one year period beginning on the Policy Date and ending one day before the policy anniversary and each subsequent one year period beginning on a policy anniversary.

Example: If the Policy Date is November 21, 2002, the first Policy Year ends on November 20, 2003. The first policy anniversary falls on November 21, 2003.

PREMIUM EXPENSE CHARGE is the charge deducted from premium payments. The Premium Expense Charge is shown on the current Data Pages.

SURRENDER VALUE is the Accumulated Value less any surrender charges.

TARGET PREMIUM is a premium amount used to determine any applicable surrender charge and Premium Expense Charge under a policy. Your Target Premium is shown on Your current Data Pages.

WE, OUR, US means Principal Life Insurance Company.

YOU, YOUR means the owner(s) of this policy.

PURCHASING AND KEEPING THE POLICY IN FORCE

PREMIUM PAYMENTS

Your first premium is due on the Policy Date. After that, You may pay premiums at any time while this policy is in force. The amount of Your premiums is subject to the Premium Payment Limits provision. We will give a receipt to You on request.

PLANNED PERIODIC PREMIUMS.

Preauthorized withdrawals may be set up on a monthly basis to allow Us to automatically deduct premium payments from Your bank or other financial institution account.

You may establish an annual, semiannual, or quarterly premium payment schedule. We send You reminder notices of Your planned periodic premium, including the amount and frequency of premium. These notices serve only as a reminder of Your preference. You may change the amount and frequency of Your planned periodic premiums by providing Notice to Us. Premiums are to be sent to the address We provide in the reminder notices. You may also make unscheduled payments to Us at Our office.

PREMIUM PAYMENT LIMITS

You may make premium payments that are greater than the planned periodic premium. However, We will refund any premiums that would disqualify this policy as "Life Insurance" as defined in the Internal Revenue Code, Section 7702, as amended. Unless You provide Us Notice, We will refund any premiums that would make this policy a Modified Endowment Contract as defined in the Internal Revenue Code, Section 7702A, as amended.

If any premium payment increases the policy's death benefit by more than it increases the Accumulated Value, We reserve the right to refund the premium payment. If the premium payment is not refunded, We may require satisfactory evidence of insurability.

CONTINUATION OF INSURANCE

If You do not make a planned periodic premium payment or additional premium payments, this policy will not terminate unless the Net Surrender Value is not sufficient to pay the Monthly Policy Charge which is due on the Monthly Date. The Grace Period provision will then apply.

NO LAPSE GUARANTEE

If the Net Surrender Value on any Monthly Date is less than the Monthly Policy Charge, We will notify You and a 61 day Grace Period will begin. However, We guarantee this policy will stay in force during the first five Policy Years when [(1) minus (2)] is greater than or equal to (3), where:

- (1) Is the sum of premiums paid;
- (2) is the sum of all existing loans, loan interest accrued and not paid, and partial surrenders; and

-;

(3) Is the sum of the no lapse guarantee monthly premiums since the Policy Date to the most recent Monthly Date.

The no lapse guarantee monthly premium is shown on the current Data Pages.

SF 712 5 6084669

GRACE PERIOD

On the Policy Date, and each Monthly Date thereafter, We deduct a Monthly Policy charge. During the first 5 Policy Years, when the Net Surrender Value is insufficient to cover the Monthly Policy charge and You have not met the No Lapse Guarantee premium, the 61 day Grace Period begins when We mail a notice of impending policy termination to You. After the first 5 Policy Years, when the Net Surrender Value is insufficient to cover the Monthly Policy Charge, we will mail a notice of impending-policy-termination to You and a 61-day Grace Period begins. This notice will be sent to You at Your last post office address known to Us.

If by the end of the Grace Period We have not received a payment as calculated in number 7 of the Reinstatement provision, Your policy terminates as of the end of the Grace Period.

If the Insured dies during a Grace Period, We will pay the death proceeds to the beneficiary (les) subject to the Death Proceeds provision of this policy.

TERMINATION

All policy privileges and rights of the owner(s) under this policy terminate:

- 1. When You surrender Your policy;
- When the death proceeds are paid;
- 3. When the maturity proceeds are paid; or
- 4. When the Grace Period ends as described in the Grace Period provision. In this case, the privileges and rights of the owner(s) terminate as of the Monthly Date on which the Grace Period ends.

If this policy ends as described in the Grace Period provision, You may reinstate it provided all of the following are met:

- 1. Such reinstatement is prior to the Maturity Date.
- 2. You have not surrendered Your policy.
- Not more than three years have elapsed since the policy terminated.

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- 4. The insured is alive.
 - 5. You supply evidence which satisfies Us that the Insured is Insurable under Our underwriting guidelines then in effect.
 - 6. You either repay or reinstate any policy loans and unpaid loan interest on this policy existing at termination.
 - 7. You make the appropriate payment as defined below:

During the first 5 Policy Years the minimum payment required is the lesser of the Shortfall for the Cumulative Premium Test amount and the Shortfall for the Net Surrender Value Test amount (all tests described below).

Shortfall for the Cumulative Premium Test amount is [(A) minus (B)] plus (C) where:

- A. Is the sum of the No Lapse Guarantee Monthly Premiums since the Policy Date to the second Monthly Date following the beginning of the Grace Period;
- B. Is the sum of premiums paid less sum of all existing loans, loan interest, and partial surrenders;
- C. Is three No Lapse Guarantee Monthly premiums.

Shortfall for the Net Surrender Value Test amount is (A) plus [(B) divided by (C)] where:

- A. Is the amount by which the surrender charge is more than the Accumulated Value less any policy loans, unpaid loan interest, and Monthly Policy Charge due on the Monthly Date at the start of the Grace Period before the Monthly Policy Charge is deducted:
- B. Is three Monthly Policy Charges;
- C. Is 1 minus the maximum Premium Expense Charge.

After the first 5 Policy Years the minimum payment required is (A) plus [(B) divided by (C)] where:

- A. Is the amount by which the surrender charge is more than the Accumulated Value less any policy loans, unpaid loan Interest, and Monthly Policy Charge due on the Monthly Date at the start of the Grace Period before the Monthly Policy Charge is deducted;
- B. Is three Monthly Policy Charges;
- C. Is 1 minus.the maximum Premium Expense Charge.

Reinstatement will be effective on the Monthly Date on or next following the date We approve it. Your Policy Date will remain the original Policy Date. Your Surrender Charges upon reinstatement will be calculated as if the policy had never ended. You will receive new Data Pages upon reinstatement.

BENEFITS WHILE POLICY IS IN FORCE

CALCULATION OF ACCUMULATED VALUE

If Your premium is paid prior to the Policy Date, Your Accumulated Value on the Policy Date is the Net Premium.

On any day other than the Policy Date, Your Accumulated Value equals:

- 1. The Accumulated Value on the most recent Monthly Date with interest to the date the Accumulated Value is determined; plus
- Any Net Premiums received after the most recent Monthly Date with interest from the date We received those premiums; less
- Any reductions due to partial surrenders since the most recent Monthly Date with interest from the date of partial surrender; less
- The Monthly Policy Charge on the most recent Monthly Date with interest to the date the Accumulated Value is determined.

ACCUMULATED VALUE INTEREST CALCULATION

We credit interest separately to the part of the Accumulated Value equal to any existing loan principal and unpaid loan interest and to the balance of the Accumulated Value.

interest rates will be reviewed whenever interest rates for new policies are changed. However, this will not be less often than annually, nor more often than monthly.

The interest rate applied to the part of the Accumulated Value equal to the sum of the loan principal and unpaid loan interest is the policy loan interest rate reduced by no more than 2%.

We credit the balance of the Accumulated Value with interest at rates declared by Us. These rates will never be less than the guaranteed interest rate shown on Your current Data Pages.

All interest rates stated accrue daily and are effective annual rates. We apply these rates to properly reflect the actual date We receive any premium and any changes You make in loan amounts.

POLICY LOANS

You may borrow against Your Accumulated Value with this policy as sole collateral. You may borrow up to Your Net Surrender Value less interest payable and Monthly Policy Charges due through the remainder of the Policy Year.

The minimum loan amount is shown on the current Data Pages.

LOAN INTEREST CHARGE.

Interest charges accrue daily at the annual loan interest rate shown on the current Data Pages. Interest is due and payable at the end of each Policy Year. Any interest not paid when due is added to the loan principal and bears interest at the same rate.

REPAYMENT

You may repay all or part of a policy loan as long as the policy is in force. Any policy loans and unpaid loan interest charges not repaid at the Insured's death or at maturity are deducted from the death or maturity proceeds.

YOU SHOULD IDENTIFY THE PURPOSE OF ANY PAYMENT. IF YOU DO NOT, WE WILL APPLY ANY PAYMENT FIRST TO REPAY ANY OUTSTANDING POLICY LOAN.

We will not apply the Grace Period provision of this policy for failure to repay any loan or loan interest until the total amount borrowed, plus interest, equals or exceeds Your Surrender Value.

POLICY SURRENDER

You may surrender Your Policy for its Net Surrender Value by sending Us Notice.

SURRENDER CHARGES

A surrender charge will be deducted from Your Accumulated Value if, within the surrender charge period, this policy is surrendered for its Net Surrender Value or it terminates as described in the Grace Period provision. The Table of Maximum Surrender Charges is shown on the current Data Pages. Surrender charges vary based on the Target Premium of the policy, age at issue, smoking status, and gender of the Insured, except for policies issued in connection with employment related insurance and benefit plans not based on the gender of the Insured, and will apply during the Policy Years as shown on the current Data-Pages.—Any face-amount increase—has its_own_surrender_charge_period_which_begins_on_the_Adjustment Date. The surrender charge on the policy will be the total of the surrender charges for the face amount at issue and any face amount increase. Decreases in face amount do not decrease surrender charges on the policy.

PARTIAL SURRENDERS

Each Policy Year after the first Policy Year, You may make up to two partial surrenders from the Net Surrender Value, subject to the following:

- 1. Each partial surrender must be in an amount not less than the minimum amount shown on the current Data Pages; and
- The total amount surrendered in any Policy Year may not exceed 75% of the Net Surrender Value as of the date of the first partial surrender in a Policy Year.

Your Accumulated Value is reduced by the amount of the partial surrender.

If Option 1 death benefit is in effect, then the face amount is reduced by the amount of the partial surrender. If there have been previous increases in the face amount, reduction of the face amount will be made on a last in, first out basis. The resulting face amount must be at least the minimum face amount for this policy as shown on the current Data Pages.

If Option 2 death benefit is in effect, then the face amount is not reduced.

If Option 3 death benefit is in effect, then the face amount is reduced by the amount of the partial surrender that exceeds the premiums paid. If there have been previous increases in the face amount, any reduction of the face amount will be made on a last in, first out basis. The resulting face amount must be at least the minimum face amount for this policy as shown on the current Data Pages.

All partial surrenders will be subject to the limits as defined in the Internal Revenue Code Section 7702, as amended. An increase in face amount may be required in order to maintain compliance with the limits.

POLICY EXPENSES

MONTHLY POLICY CHARGES

On the Policy Date, and each Monthly Date thereafter, We will deduct a Monthly Policy Charge.

The deduction for the Monthly Policy Charge is the sum of the following amounts:

 The cost of insurance (described below) and the cost of additional benefits provided by any rider in effect for the policy month; and

How All Commence

The current monthly administration charge, which will not exceed the maximum as shown on the current Data Pages.

COST OF INSURANCE

The cost of insurance on each Monthly Date is:

- The cost of insurance rate as described in the Cost Of Insurance Rates provision divided by 1,000; multiplied by
- 2. The net amount at risk.

The net amount at risk is the result of.

- The death benefit as described in the Death Proceeds provision of this policy at the beginning of the Policy Month, divided by 1.0024663 (the sum of 1.00 (One) plus the monthly guaranteed interest rate); minus
- The Accumulated Value at the beginning of the policy month calculated as if the Monthly Policy Charge was zero.

COST OF INSURANCE RATES

The monthly cost of insurance rates at Issue and for any face amount increases are based on the age at issue and adjustment, duration since issue and adjustment, risk classification, and smoking status of the Insured. The monthly cost of insurance rates are also based on gender of the Insured, except for policies issued in connection with employment related insurance and benefit plans not based on the gender of the Insured. We determine these rates based on including but not limited to Our expectations as to Our future investment earnings, expenses, mortality and persistency experience. Any change in these rates applies to all individuals of the same class as the Insured. The cost of insurance rates will never be greater than shown in the Table of Guaranteed Maximum Cost of Insurance Rates on the current Data Pages.

PREMIUM EXPENSE CHARGE

We will deduct a Premium Expense Charge as shown on the current Data Pages from each premium payment. The result will be the Net Premium payment.

DEATH PROCEEDS

We will pay the death proceeds to the beneficiary(les) subject to the provisions of the policy, after We receive Notice and proof that the Insured died before the Maturity Date. The death proceeds, determined as of the date of the Insured's death, are (1) minus (2) where:

- (1) Is the death benefit described below plus any proceeds from any benefit rider on the Insured's life; and
- (2) Is any policy loan and unpaid loan interest and, if the insured's death occurs during a Grace Period, any overdue Monthly Policy Charges.

Any premium received after the date of death will be paid to the beneficiary and will not be included in the calculation of the death proceeds. The death proceeds will be determined without including any premium received after the date of death.

We will pay interest on death proceeds as required by law.

DEATH BENEFIT OPTIONS

This policy provides three death benefit options. The option in effect is shown on the current Dala Pages.

Option 1.

Under Option 1, the death benefit equals the greater of:

- 1. The face amount; or
- 2. The amount found by multiplying Your Accumulated Value by the applicable percentage shown

Option 2.

Under Option 2, the death benefit equals the greater of:

- 1. The face amount plus Your Accumulated Value; or
- The amount found by multiplying Your Accumulated Value by the applicable percentage shown below.

Option 3.

Under Option 3, the death benefit equals the greater of:

- 1. The face amount plus premiums paid less partial surrenders; or
- 2. The amount found by multiplying Your Accumulated Value by the applicable percentage shown below

TABLE OF APPLICABLE PERCENTAGES*

(For ages not shown, the applicable percentages shall decrease by a pro rata portion for each full year.)

INSUF	RED'S ATTAINED AGE	•	•	<u>%</u>
•	40 and under 45 50			250 215 185 150
· - ·	55 60 65 70		TO A STATE OF THE	130 130 120 115
	75 through 90 95+			105 101

These percentages will be updated as required by revisions to the Internal Revenue Code.

CHANGES IN DEATH BENEFIT OPTIONS

You may change the death benefit option on or after the first policy anniversary. To request a change in the death benefit option, You must send Us Notice. A change approved on a Monthly Date will be

effective on that Monthly Date. A change approved on other than a Monthly Date will be effective on the next following Monthly Date. Changes in options are limited to two per Policy Year and are subject to the following conditions:

- 1. If the change is from Option 1 to Option 2, We will reduce the face amount. The reduction will be equal to the Accumulated Value on the effective date of the change. If there have been previous increases in the face amount, reduction of the face amount will be made on a last in, first out basis. The face amount after any reduction must be at least the minimum face amount required by Our then current underwriting guidelines. We may require proof of insurability which satisfies Us.
- If the change is from Option 2 to Option 1, We will increase the face amount. The increase will be equal to the Accumulated Value on the effective date of the change. No proof of insurability is required.
- If the change is from Option 3 to Option 1, We will increase the face amount if the total premiums
 paid are greater than any partial surrenders to the date of the change. No proof of insurability is
 required.
- 4. If the change is from Option 3 to Option 2, We will adjust the face amount. If there is a reduction of the face amount and there have been previous increases in face amount, the reduction will be made on a last in, first out basis. The adjustment will be equal to the total premiums paid less Your Accumulated Value. We may require proof of insurability.
- 5. You may not change from Option 1 to Option 3 or from Option 2 to Option 3.

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6. A Death Benefit Option change will be subject to the limits as defined in the Internal Revenue Code Section 7702, as amended. An additional increase in face amount may be required in order to maintain compliance with the limits.

MATURITY PROCEEDS

If the Insured is living on the policy's Maturity Date, We will pay You the policy's maturity proceeds, which are equal to the Net Surrender Value.

BENEFIT PAYMENT OPTIONS

You may elect a benefit payment option for payment of the death, maturity, or surrender proceeds. If no benefit payment option has been elected before the Insured's death, the beneficiary may apply the death proceeds to a benefit payment option.

Once the proceeds are applied under a benefit payment option, this policy must be exchanged for a supplementary contract.

BENEFIT PAYMENT CONDITIONS

Election of any benefit payment option is subject to the following conditions:

- Any amount payable to an assignee will be paid in one tump sum. Any remaining proceeds will then be applied to the elected benefit payment option.
- No changes may be made to the benefit payment option once a supplementary contract is issued.
- The proceeds applied must be at least \$5,000.00.

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- 4. Benefit payment options are restricted if the recipient of benefits is not a natural person.
- 5. We reserve the right to require evidence of age, gender where applicable, and continuing survival.
- 6. Under Options B and C, one of the persons on whose life payments are based must be the owner, insured, or beneficiary.

DESCRIPTION OF BENEFIT PAYMENT OPTIONS

OPTION A, CUSTOM BENEFIT ARRANGEMENT: A customized benefit option can be designed with Our

OPTION B, LIFE INCOME: We will pay an income during a person's lifetime. You may elect a minimum guaranteed period. Payments will be in an amount We determine but not less than guaranteed by this section. As an example of what the guaranteed minimum monthly life income is for an elected 10-year guaranteed period, see Option B Table below. If the person dies after payments begin but before the end of any minimum guaranteed period, the remaining payments will be paid to named beneficiary(les) under the benefit payment option.

OPTION C, JOINT AND SURVIVOR LIFE INCOME: We will pay an income during the lifetime of two persons. Payments will continue until the death of the survivor. You may elect a minimum guaranteed period. Payments will be in an amount We determine but not less than guaranteed by this section. As an example of what the guaranteed minimum monthly joint and 100% survivor life income is for an elected before the end of any minimum guaranteed period, the remaining payments will be paid to named beneficiary(ies) under the benefit payment option. . ..

Benefit payment Options B and C are based on the Annuity 2000 Mortality Table with mortality projected 40 years by projection Scale G and 3.0% interest. Benefit payment options are also based on the gender of the payee except for policies issued in states that require unisex tables or in connection with benefit plans not based on the gender of the Insured.

OPTION B TABLES

This table provides an example of the minimum monthly life income with 10-year guaranteed period for each \$1,000 of proceeds applied. We will make the first payment on the Effective Date of the supplementary contract. Male, Fernale and Unisex tables are provided.

Age of Male Payee	10-Year Guaranteed Period	Age of Female/Unisex Payee	10-Year Guaranteed Period
55	4.01	55	3.77
	4.08	. 56	3.82
	4.15	57	3.88
58	4.22	58	3.94
59	4,30	59	4:01
60	4.38	60	4.08
61	4.46	. 61	4.15
62	4.55	62	4.23
63	4.65	63	4,31
64	4.75	64	4.39
65	4.85	65	4.48
66	4.96	66	4.58
67	5.08	67	4.68
68	5,20	68	4.79
69	5.32	69	4.90
70	5,46	70	5.02
71	5,59	71	5.15
72	5.73	72	5.28
73	5,88	73	5.42
74	6.03	74	5.57
75	6.18	75	5.72
85	7.88	85	7.53
95	9.19	95	9.01

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OPTION C TABLES

These tables provide an example of the minimum monthly joint and 100% survivor life income with 10-year guaranteed period for each \$1,000 of proceeds applied. We will make the first payment on the Effective Date of the supplementary contract. Male, Female and Unisex tables are provided.

Age of Male			j	Age of Fer	nale Paye	9		
Payee	-55	60	62	65-	70	75	85	95
60	3.58	3.75	3.81	3.91	4.05	4.17	4.31	4.37
62	3.61	3.79	3.86	3.97	4.14	4.29	4 47	4.54
65	3.65	3.85	3.94	4.07	4.28	4.47	4.73	4.83
70	3.69	3.93	4.04	4.21	4:50	4.78	5.22	5.41
75	3.72	3.99	4.11	4.31	4.68	5.08	5.76	6.10
85	3.76	4.05	4.20	4.44	4.92	5.51	6.79	7.62
95	3.77	4.07	4.22	4,48	5.01	5.69	7.38	8.70

Age of Older	А		Age	of Younge	Unisex P	ayee		
Unisex Payee	55	60	62	65	70	75	85	95
60	3.53	3.67						
62	3.57	3.72	3.78					
65	3.61	3.79	3.86	3.97	٠,			
70	3.67	3.89	3.98	4.13	4.37		,	
75	3.71	3.96	4.08	4.26	4.59	4.92		
85	3.75	4.05	4.19	4.42	4.89	5.44	6.60	
95	3.76	4.07	4.22	4.47	5.00	5.67	7.31	8.56

ADJUSTMENT OPTIONS

ADJUSTING THE FACE AMOUNT

While Your policy is in force You may request an increase or decrease in the face amount. Decreases may not be made during the first Policy Year. Any adjustment request is subject to Our approval.

The request for a decrease in the face amount will be subject to the limits as defined in the Internal Revenue Code Section 7702, as amended. A decrease may not be allowed if the decrease would cause a refund of premium and/or the distribution of the Accumulated Value in order to maintain compliance with the limits.

APPROVAL OF AN ADJUSTMENT

Any increase in face amount will be in a risk classification We determine, and will be approved it:

- 1. The insured is allve; and
- 2. The Attained Age of the Insured is 90 or less; and
- 3. The amount of the face amount increase is at least the minimum face amount increase shown on the current Data Pages; and

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4. You supply evidence which satisfies Us that the Insured is insurable under Our underwriting guidelines then in effect.

No adjustment will be approved if:

- 1. Your policy is in a Grace Period; or
- 2. The face amount after adjustment would be less than the minimum face amount shown on the current Data Pages; or
- 3. Your Monthly Policy Charges are being waived under any rider.

REQUESTING AN ADJUSTMENT

You must send Us Notice for an adjustment. The Insured and owner(s) must sign a Notice requesting a face amount increase. The Notice must show the face amount desired after adjustment. An adjustment is effective on the Adjustment Date.

OWNER, BENEFICIARY, ASSIGNMENT

OWNERSHIP

The owner(s) is as named in the application unless You change ownership as provided below. As owner(s), You may exercise every right and privilege provided by Your policy, subject to the rights of any irrevocable beneficiary(les). These rights and privileges continue while Your policy is in force, and end at the Insured's death. If an owner dies before the policy terminates, the surviving owner(s), if any, shall succeed to that person's ownership interest, unless otherwise specified. If all owners die before the policy terminates, the policy will pass to the estate of the last surviving owner. With Our consent, You may specify a different arrangement for contingent ownership.

BENEFICIARY

The beneficiary(ies) named in the application will receive the death proceeds unless You change the beneficiary designation as provided below. If any beneficiary dies before the Insured, We will pay the death proceeds to any surviving beneficiary(ies) according to their designated percentages, unless changed as described below. If no beneficiary(ies) survives the Insured's death, the death proceeds will be paid to the owner(s) or to the owner's estate in equal percentages unless otherwise specified.

CHANGE OF OWNER OR BENEFICIARY

You may change the owner(s) or beneficiary(les) of this policy by sending Us Notice. Our approval is needed and no change is effective until We approve it. Once approved, the change is effective as of the date You signed the request. We may require that You send Us this policy so We can record the change.

BENEFIT INSTRUCTIONS

While the Insured is alive, You may send Us instructions for the payment of the death proceeds under one of the benefit payment options. Such instructions, or change of instructions, must be in a format We specify. We must approve the arrangement chosen before any payment is made. If You change beneficiary(les), prior benefit instructions are revoked.

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ASSIGNMENT

You may assign Your policy as collateral for a loan. The assignment must be in writing and filed in Our office. We assume no responsibility for any assignment's validity. An assignment as collateral does not change the owner(s). The rights of beneficiaries, whenever named, except irrevocable beneficiaries, become subordinate to those of the assignee.

GENERAL INFORMATION

THE CONTRACT

This policy, the attached application(s) and riders, any amendments to the application(s), any adjustment and reinstatement application(s), and the current Data Pages make up the entire contract. Any statements made in the application(s), an adjustment application(s) or any amendments to the application(s) will be considered representations and not warranties. No statement, unless made in an application(s), or amendments thereto, will be used to void Your policy (or void an adjustment in case of an adjustment application(s)) or to defend against a claim.

ALTERATIONS

This policy may be aftered by mutual agreement, but any alterations must be in writing and signed by one of Our corporate officers. No one else, including the agent, may change the contract or waive any provisions.

INCONTESTABILITY

With respect to statements made in the initial application(s) for this policy, We will not contest this policy. after the Insured has been alive for two years after the Policy Date. With respect to statements made in any subsequent application(s) for additional coverage or reinstatement application(s), We will not contest the additional coverage or reinstated coverage resulting from such application(s) after the Insured has been alive for two years after the date of the adjustment or reinstatement. The time limits in this incontestability provision do not apply to fraudulent misrepresentations.

MISSTATEMENT OF AGE OR GENDER

If the age or gender, where applicable, of the Insured has been misstated, the death benefit will bethat which would be purchased by the most recent cost of insurance rate charge at the correct age or gender, where applicable, of the insured.

DEFERMENT

We have the right to defer payment of policy loans or surrenders for up to 6 months after We receive the written loan or surrender request, except when the loan is made to pay premiums to Us.

SUICIDE

This policy's death proceeds will not be paid if the insured dies by suicide, while sane or insane, within 2 years of the Policy Date. Instead, We will return all premiums paid, less any policy loans and unpaid loan interest, less any partial surrenders. This amount will be paid to the beneficiary(les).

Any face amount increase made under the Adjustment Options section will not be paid if the Insured dies by suicide, while sane or insane, within 2 years of the Adjustment Date. Instead, We will return the sum of

17 SF 712 : 6084669 the cost of insurance charges for the increased amount of protection. This amount will be paid to the beneficiary(ies).

BASIS OF VALUES

Guaranteed maximum cost of insurance rates are based on the mortality table referred to on the current Data Pages.

Where required, We filed a detailed statement of the method of calculating values and benefits with the insurance department of the state in which this policy is written. The guaranteed values are greater than or equal to those required by any state law.

STATEMENT OF VALUE

You will receive a statement once each Policy Year until the policy terminates. The statement will show:

- The current death benefit;
- The current Accumulated Value and Surrender Value;
- 3. All premiums paid since the last statement;
- 4. The interest credited by Us since the last statement;
- 5. All charges since the last statement,
- Any policy loans and unpaid loan interest;
- Any partial surrenders since the last statement.

CURRENT ILLUSTRATION

After the first Policy Year, You may annually request, without charge, a current illustration of Your policy. We may charge a reasonable fee for any additional requests.

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EXTENDED COVERAGE RIDER

This rider is part of Your policy. All policy definitions, provisions, and exceptions apply to this rider unless changed by this rider. The Effective Date of this rider is the same as the Policy Date unless another date is shown on the current Data Pages.

ELIGIBILITY

The provisions described below will only be applicable if the insured is living on the Maturity Date shown on the current Data Pages and You have not elected to be paid the maturity proceeds under the Maturity Proceeds provision of the policy.

RIDER PROVISIONS

This rider provides that after the Maturity Date shown on the current Data Pages:

- 1. Your policy will continue in force, and the Maturity Date will be the date of the insured's death.
- The Monthly Policy Charge will be zero.
- We will continue to credit interest to the Accumulated Value, as described in the Accumulated Value Interest Calculation provision, until the date of the Insured's death.
- 4. No additional premium payments will be allowed.
- No adjustment options will be available.
- 6. Loan payments will be allowed and interest on any unpaid loans will continue to accrue.
- 7. Your policy will automatically change to death benefit Option 1 and no future death benefit option changes will be allowed.
- We will pay the beneficiary(ies) the death proceeds as described in Your policy, as of the date of the insured's death.

TERMINATION

This rider ends on:

- 1. Termination of Your policy;
- Our receipt of Your Notice to cancel this rider. Cancellation will be effective on the Monthly Date on or next following the date We receive the request. We may require that You send Your policy to Our office to record the cancellation.

President and Chief Operating Officer

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Principal[®] Financial Group

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Principal Life Insuratyce Company Des Molaes, Iowa 50392-6001 Principal Life | Amendment To Insurance Company | Application Mailing Address: Des Moines, tA 50392-0001

Financial Group		Mailing Address: Des Moines, IA 50392-0001
NOTE This form MUST	F be returned to the Home Office fully	rsigned and dated.
Policy No. 608465	g insured Lawrence Ruck	er
With beneficial	above Policy (or for its adjustment or ry designation amended t dated 8/15/2007	reinstatement) is hereby amended as folkows: as follows: Lawrence Rucker 2007
and the amountments of	ra to he teken as a whole. It is add	ation listed above are part of the Application, and the Application eed that the above Policy is issued (or adjusted or reinstated, a and in this Amendment to Application form.
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6084669



Principal Life insurance Company P.G. Box 10431 Des Mohen, IA 50305-0431

Liře Insurance Application

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PERSONAL INFORMATION ABOUT THE PROPO	
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Laurence Rucker	
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lf yes, explain	•			<u> </u>				
b) Will you borrow m these premiums to If yes, explain and	ar vou in return f	or en exsémme	niot policy va	iues deck u	them?.		☐ Yes	XI No
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7. OTHER INSURAN (a) is there other life (if yes, list all other	res to eodisined	whies in force o	or applied for? force or curren	***************************************	pplied to	i' easu i	Yes	
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19. (DI Only) Are you currently pregnant or have you had complications of pregnancy in the last ten years? 20. In the last ten years, have you had, been treated for or been diagnosed as having HIV (Human Immunodeficiency Virus) infection, positive HIV (Human Immunodeficiency Virus) test or AIDS (Acquired Immunodeficiency Syndrome)? DETAILS TO QUESTIONS 18-20 Cuest, # For year answers, include dates, details, diagnosis, types and results of treatment, healthcare provider's full name and address.	19. (DI Only) Are you currently pregnant or have you had complications of pregnancy in the last ten years? 20. In the test ten years, have you had, been treated for or been diagnosed as having HIV (Human Immunodeficiency Virus) infection, positive HIV (Human immunodeficiency Virus) test or AIDS (Acquired Immunodeficiency Syndrome)? DETAILS TO QUESTIONS 18-20 Caust, # For year answers, include dates, details, diagnosis, types and results of treatment, healthcare provider's full name and address.	tuer	nel syndrome, or any other disease or disorder of the bones, joints, or musc	les?		
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provider's full name and address.	provider's full name and address.	DETAILS	ro questions 18-20		<u> </u>	
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ART B- CALLACT	Party apriliper (it to britis)		
· ·	letails to yes enswers, questions 21-	26 below)	
21, Who is your Primary Plays			-
a. Name	DACTED .	Phone Numb	Ж
Street	City	Stelle Z	ip .
b. Dale last seen, reason	and details PEDACTI	-	
22. In the last ten years:		D	Po.
- house you had any wad	ikal tests, hospitalization, iliness or injus question? (If yes, explain below)	y not provided in	FONCT
h ham you consulted is	lautor, chicographe, paychlebist; poycho	ologist, courselor,	MOT
therapist or other healt question? (If yes, expl	picate bioxidet not bioxided in restions:	3 to 3 bisviors	Yes No
23. Are you taking or have yo	ou been advised to take any medication a provious question? (If yes, explain beli	or treatment not	☐ Yes ☐ No
bitoriori in terchonea io d	A Have you lost more than 10	ibs, in the last year?	☐ Yes ☑ No
If yes lbs /kgs.	Indicate reason		
or - Use although your not	ural parente lived to at least age 60?	the second state of the se	Yes Yo
b. Do saw of your nature	parents or siblings have a history of		Yes Vo
If yes, provide details	(i.e., relationship, type of disease, age	diagnosed, current age or	age at death):
		•	
26. Have you ever had any (If yes, explain below)	tife, health or disability insurance rated,	Highered or declined?	∏ Yes 🗖 Na
DETAILS TO QUESTIONS 2			
Quest # Include dates on	d details as requested above.		*
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Principal

Principal Life Insurance Company

P.O. Box 10431

Des Moines, IA 50306-0431

LHe Instrance Application

PART C - AGREEMENT/AUTHORIZATION TO OBTAIN AND DISCLOSE INFORMATION

("Company" means Principal Life Insurance Company)

AGREEMENT

Statements in Application; I represent that all statements in this application are true and complete to the best of my knowledge and belief and were correctly recorded before I signed my name below. I understand and agree that the statements in the application, including statements by the Proposed Insured in any medical questionnaire that becomes a part of this application, shall be the basis of any insurance issued. Jatso understand that misrepresentations can mean denial of an otherwise valid claim and rescission of the policy during the contestable period.

When Policy Coverage Becomes Effective: I understand and agree that it a policy is issued as applied for with a premium deposit paid, policy coverage will become effective as of issuance. The Company agrees to pay any proceeds pursuant to policy terms subject to the acceptance of the proposed owner and signing of Part D, if applicable.

I understand and agree that it a policy is issued as other than applied for or without a pramitim deposit (C.O.O.), then policy coverage is not effective and the Company shall incur no policy liability unless:

- A policy issued on this application has been physically delivered to and accepted by the owner and the first premium paid; and
- At the time of such delivery and payment, the person to be insured is actually in the state of health and insurability represented in this application, medical questionneirs, or amendment that becomes a part of this application; and
- The Part D or the Adminishedgment of Delivery form is signed by me and the Proposed Insured (if different than me) and dated at delivery.

If these conditions are met, the policy is deemed affective on the Policy Date stated in the policy date pages

Limitation of Authority: I understand and squee that no agent, broker, brensed representative, beleptione interviewer, or medical examiner has any authority to determine insurability, or to make, change or discharge any contract, or to waive any of the Company's hight to truthful and complete answers to all questions on this application and on any medical questionnaire that becomes a part of this application may not be waived. No knowledge of any fact on the part of any agent, broker, licensed representative, beleptions interviewer, medical examiner or other person shall be considered knowledge of the Company unless such fact is stated in the application.

If my employer is the owner and beneficiary on this application; I agree to allow my employer to purchase insurance on my life. I understand that my employer will have all present and future rights of ownership and will also be the beneficiary of the policy. There is no obligation, on my part, to pay the policy premiums. It acknowledge that as an employes, the employer has an insurable interest in my life. I understand and agree that my administrators, estate, helis and assignees have no rights to any policy proceeds, I further authorize my employer to increase the amount of insurance on my life in the future without emother consent from me and written further notice to me as long as I am employed by the employer. I consent to and authorize my employer or its successors to continue to be the owner and beneficiary of this policy(s) indefinitely including efter the end of my employer. my employment by the employer.

AUTHORIZATION

I authorize any insurance (or reinsuring) company, consumer reporting agency, governmental agency, insurance agent, broker, ficensed representative, or any other organization, institution or person having personal information fincluding physical, mental, drug or alcohol use history) regarding me, the named proposed insured, to provide to the Company, its representatives or reinsurers, any such data. I authorize the Company to conduct a telephone interview in connection with my application for insurance.

I understand and agree to sign any authorization that is required to authorize any doctor, hospital, clinic, health care provider, laboratory, pharmacy benefit manager or any other institution having personal information (including physical, mental, drug or alcohol use history) regarding the named proposed learned to provide the Company, its representatives or reinsurers any such data. I understand that if I refuse to sign an authorization to release my complete medical record, Principal Life may not be able to process my application for life insurance coverage.

I subtrain the Medical Information Bureau (MB, Inc.) to furthish the above data to the Company or its reinsurers. I authorize the Company to release any such data to MB, Inc. or as required by law. Notwithstanding any other provision in this form, the authorization to release data to the MB, Inc. shall survive the termination of this form to the extent necessary to confirm, correct or update previously supplied data to the MB, Inc. Data released may include results of my medical examination of tests requested by the Company. I understand that the data obtained by use of this extinorization will be used by the Company to determine eligibility for insurance.

I agree that this authorization shall be valid for 24 months from the date of this application, I may revoke this authorization for information not then obtained. Such revocation must be in writing, it will not be elective until received at the Company's Home Office, Lagree as photocopy of this authorization is as valid as the original. I have received a copy of this authorization. I have received a copy of the "Notice of Insurance Information Practices," which includes notice required by any Fair Credit Reporting Act, it also describes Mills, Inc.

AA 2000-2

edited into comen of the PASSET.

Page 8

☐ This application is C.O.D. and I have not been given any Conditional Receipt with this application. ☐ I have paid \$ — as an advance premium with this application which is no less than one morab's advance premium and have been given the Life insurance Conditional Receipt in return have read, understand, and agree to its terms. ☐ I have submitted an Absolute Assignment form with this application and I have been given the Life insurance 1035 Conditional Receipt, in mum I have read, understand, and agree to its terms. Warming: It is a crime to provide false, misleading, or incomplete information to an insurance company for the purpose of defrauding the company or any other person. Penalties include imprisonment end/or fines and denial or insurance benefits. DINNER TANPAYER IDENTIFICATION NUMBER CERTIFICATION: As proposed owner of this contract, (2) is callify under penalties of perfury. (1) The texturer desification number shown on this application is correct. (2) in the proposed owner of the proposed owner.	C.O.D. or Advance Premium Pale;	•
as an advance premium with this application which is no less than one mouth's advance premium and [have been given the Life Insurance Conditional Receipt. In return } have read, understand, and agree to its terms. 1 I have submitted an Absolute Assignment form with this application and I have been given the Life Insurance 1035 Conditional Receipt, in mitum I have read, understand, and agree to its terms. Warnings: It is a crime to provide faise, misleading, or incomplete information to an insurance company for the purpose of definating the company or any other person. Penalties include (imprisonment and/or fines and denial of insurance benefits.) OWNER TAXPAYER IDENTIFICATION NUMBER CERTIFICATION: As proposed owner of this contract, (2) are not subject to IRS beclap withholding, and (3) are a U.S. person (which includes III. In resident alian). If an not subject to IRS beclap withholding, and (3) are a U.S. person (which includes III. In resident alian). If an adject to backup withholding controlled VFO, if not a U.S. person complete W-S. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to soold backup withholding controlled w-S. in the a U.S. person complete W-S. The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to world backup withholding. Signature of Proposed Insured III age-15 or over) X		
Naming: It is a crime to provide false, mislending, or incomplete information to an insurance company for the purpose of definating the company or any other person. Penelties include Imprisorment endor fines and denial of insurance benefits. ONNER TAXPAYER IDENTIFICATION NUMBER CERTIFICATION: As proposed owner of this contract, i certify under penelties of perjury. (1) The texpever identification number shown on this application is cened. (2) are not subject to lasting withholding complete W-8. I not a U.S. person complete W-8. The Internal revenue Service does not require your consent to any provision of this document other than the certifications required to would backup withholding. Signature of Preposed insured III age-15 or over) X. ———————————————————————————————————	I have paid 9 as an advance premium with this application which is no less than one morals's advance premium and I have been given the Life insurance Conditional Receipt in return I have	
purpose of definating the company or any other person. Penelties include Imprisorument endror thee and denial of insurance benefits. OWNER TAXPAYER IDENTIFICATION NUMBER CERTIFICATION: As proposed owner of this contract, is cartly under penalties of portury; (1) The todayer identification number shown on this expolication is cened; (2) an not subject to IRS beckup withholding, and (3) I am a U.S. person (which includes a U.S. nectical alian). If subject to backup withholding complete VFO, if not a U.S. person complete VFO. The Internal Revenue Service does not require your consent to any provision of this document other than the cartifications required to avoid backup withholding. Signatures—Please read all of the above Agreements; Authorizations, and Certification before signing below. Signature of Proposed Insured III age 15 or over) X. Signature of Perent (II Proposed Insured is under age 18 and Pavent has not signed as Owner) X. Signature of Certification of their than Proposed Insured. If corporation, an officer other than the Proposed Insured III age 15 or over) X. Signature of Certification of their than Proposed Insured. If corporation, an officer other than the Proposed Insured III age 15 or over) X. Signature of Certification of Trustee's a life. Signature of Trustee's a life. This Trust Officer This Signature by resident Licensed Agent/Broken/Representative, II Date License Number applicable to your state.	1 have submitted an Absolute Assignment from with this application and I have been given the Life insurance 1035 Conditional Receipt, in return I have jest, understand, and agree to its terms.	3
certify under penalties of perjury: (1) The texperyer identification number shown on this application is correct. (2) I am not subject to IRS beckep withholding, and (3) I am a U.S. person (which includes a U.S. recical alian). If able to beckep withholding complete W.O. if not a U.S. person complete in the transit Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding. Signatures - Please read all of the above Agreements, Authorizations, and Certification before signing below. Signature of Proposed Insured II ago 15 or over) X. F.A. Signature of Perent (If Proposed Insured is under ago 16 and Parent has not signed as Owner) X. Signature of Owner(s), if other than Proposed Insured. If corporation, an officer other than the Proposed Insured Trusts include "Trusts include officer's title, if joint ownership or Trust, all joint ownershrusteen must sign in the Proposed Insured Trusts include "Trusts as a Trusts include "Trusts" as title. X. Title	purpose of defineating the company or any other person. Penalties include imprisonment end/or fines and denia	1
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Signature of Parent (II Proposed Insured is under eas 18 and Parent has not signed as Owner) X Signature of Owner(s), if other than Proposed Insured, if corporation, an officer other than the Proposed Insured insured insured insured insured insured include "Trustee" as title. Trustee include "Trustee" as title. Trust Officer X Title X Signature of Control of Contr	Signatures - Please read all of the above Agreements, Authorizations, and Certification before signing below.	
Signature of Perent (If Proposed Insured is under ease 10 and Pavent has not signed as Cwner) X Signature of Cwner(s), if other than Proposed Insured. If corporation, an officer other than the Proposed Insured required and include officer's title. If joint ownership or Trust, all joint ownershrusteers must sign. If signing as a Trustee include "Trustee" as title. Trust Officer X Title X Signad at: City State Date Signature of Logrand Aparaticular Representative License Number Coolington by resident Licensed Agent/Broken/Representative, if Date License Number septicable in your state	Signatury of Proposed instred (III age 15 or over)	1
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Trust climate include officer's title. If John ownership or Trust, all John ownership seem must store. If signing as a Trust officer South Trust Officer Title Title Title Title Title Title Title Signed at: City State Date Signature of Locard Apartitionary Appresentative Ucense Number Officer Signed at: City State Date Signature of Locard Apartitionary Appresentative Ucense Number Officer by resident Licensed Agent Broked Representative, I Date License Number applicable in your state		4
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FLEXIBLE PREMIUM UNIVERSAL LIFE INSURANCE POLICY. Adjustable death benefit, Benefits payable at the earlier of Maturity Date or death of Insured. Flexible premiums payable until the earlier of Maturity Date or death of Insured. NON-PARTICIPATING.

%3S 44 (Rev. 12/07)

CIVIL COVER SHEET

The IS 44 civil cover sheat and the information contained herein neither replace nor supplement the filling and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS Principal Life Insurance Company	DEFENDANTS Christiana Bank & Trust Company, as Trustee fo Lawrence Rucker Insurance Trust 8.15.2007
(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)	New Castle County County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
(c) Attorney's (Firm Name, Address, and Telephone Number) Drinker Biddle & Reath LLP 11:00 N. Market St. Suite 1000 Wilmington, DE 19801-1254	LAND INVOLVED. Attorneys (UKlowd)
II BASIS OF HIRISDICTION (Place an "X" in One Box Only) III. CI	ITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff (For Diversity Cases Only) and One Box for Defendant)
C 1 718 Government C 3 Federal Ouestlan	PTF DEF en of This State G 1 M 1 Incorporated or Principal Place G 4 G 4 of Rusiness in This State
Defendant (Indicate Citizenship of Parties in Item III)	zan of Another State 22 Cl 2 Incorporated and Principal Place Cl 5 Cl 5 of Business La Another State
Po	oreign Country
110 Insurance PERSONAL INJURY PERSONAL INJURY 0 6 130 Marine 0 310 Airplane Product 140 Negotiable Instrument 151 Recovery of Overpayment & Enforcement of Judgment 151 Medicare Act 152 Recovery of Defaulted Student Loans (Excl. Veterans) 340 Marine 330 Federal Employers' Liability 365 Adsestoa Personal Injury - Product Liability 365 Marine Product Liability 370 Other Fraud 370 Other Product Liability 385 Other Personal 190 Other Contract 235 Motor Vehicle Product Liability 385 Property Damage Product Liability 380 Other Personal 190 Other Contract 240 Other Contract 241 Voting 241 Voting 242 Employment 243 Housing 245 Tort Product Liability 244 Housing 245 Tort Product Liability 245 Amer. w/Disabilities 250 Civil Rights 250	Agriculture Agriculture
Proceeding State Court Appellate Court . Re	einstated or 0 5 Transferred from another district copened (specify) 6 Multidistrict Litigation 7 7 Magistrate Judgment 133
VI. CAUSE OF ACTION Brief description of cause: Declaratory	
VII. REQUESTED IN CHECK IF THIS IS A CLASS ACTION	DEMAND S CHECK YES only if demanded in complaint: JURY DEMAND: If yes O No
VIII. RELATED CASE(S) (See instructions):	DOCKET NUMBER
DATE SIGNATURE OF ATTORNI	EY OF RECORD A A A
FOR OFFICE USE ONLY RECEIPT # AMOUNT APPLYING IFP	JUDGE MAG, JUDGE