

NEW YORK LIFE INSURANCE COMPANY  
The company you keep

SVN TEAM  
The team you trust

## FACSIMILE TRANSMITTAL

DATE: 08/03/92

TO: <sup>Mrs.</sup> Khue Minh Tho

FROM: Pascal Nguyen

NUMBER OF PAGES: 1 EXCLUDING COVER SHEET

### MESSAGE:

Bác Thảo mến,

Xin Bác ký tên vào mẫu Fax tại  
chỗ (X) và kèm theo với policy số

41 427 174. Xin Bác gửi cho cháu

tại địa chỉ: New York Life

17330 Brookhurst St #330

Fountain Valley, CA 92708

Attn: Pascal Nguyen.

Cảm ơn bác

IF FOR ANY REASON THIS FAX IS UNREADABLE OR YOU DO NOT  
RECEIVE IT IN ITS ENTIRETY. PLEASE CALL: (714) 962-4440, FAX # (714)  
964-0545.

THANK YOU.



NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION  
(A DELAWARE CORPORATION)

**POLICY LOAN  
REQUEST AND AGREEMENT**

372 PARK AVENUE SOUTH, NEW YORK, N.Y. 10010

PLEASE ADVANCE UNDER AND SUBJECT TO THE POLICY LOAN PROVISION OF POLICY NUMBER \_\_\_\_\_ ON THE LIFE OF \_\_\_\_\_ THE AMOUNT INDICATED BELOW INCLUDING AN AMOUNT SUFFICIENT TO PAY ANY EXISTING INDEBTEDNESS AND ANY INTEREST DUE AND ACCRUED.

I request that

- ☐ The maximum amount available or \$ \_\_\_\_\_, whichever is less, be paid to me in cash.  
☐ \_\_\_\_\_

Such loan shall bear interest daily at the rate stated in the policy or at any lower policy loan interest rate declared by the Corporation as may be shown below this paragraph or on a subsequent agreement or notice to the policyowner. If interest is not paid when due, it shall be added to and form part of the principal and bear interest at the same rate. The Corporation shall furnish a Statement of Policy Loan Account relating to this transaction. The advance shall take effect as of the effective date fixed by the Corporation in the Statement of Policy Loan Account and interest on such indebtedness shall start from such effective date. The indebtedness may be repaid, in whole or in part, at any time before the insured's death or the policy maturity date, except that, if the Late Period has ended, any unpaid policy loans and interest may not be repaid unless the policy is reinstated.

The Corporation's check for the net proceeds of the loan and the Statement of Policy Loan Account shall be sent to the policyowner's address on the Corporation's records unless a *Temporary Mailing Address* is entered below. Please check any items to be sent to *Temporary Mailing Address*:

- ☐ Corporation's check for net proceeds ☐ Statement Of Policy Loan Account

(NAME OF ADDRESSEE)

(ADDRESS IN FULL)

(ZIP CODE)

The undersigned warrant that there has been no assignment, pledge or other transfer of the policy, or any interest therein, other than such as have been filed in its Executive Office and further warrant that no claims or proceedings have been made, asserted or commenced against any of the undersigned by any state, provincial or federal government by reason of bankruptcy, insolvency or tax deficiencies or arrears of any of the undersigned, except as indicated below:

Date Received At Office (Stamp 76) Here



POLICYOWNER\*

POLICYOWNER\*

ASSIGNEE, IF ANY\*

BENEFICIARY, IF REQUIRED TO SIGN BY POLICY OR STATUTORY PROVISIONS.

DATE SIGNED

\*Signatures should be written as names appear in the policy or any assignment of it. Under a corporate owned policy, two officers must sign their full name and give their title and the corporation's name. One such officer may be either the Treasurer or Secretary of the corporation.

For Office Manager

Dated

OFFICE

POLICY	RECEIVED AND HELD	RECEIVED BUT NOT HELD
	(PUT ✓ IN APPLICABLE BLOCKS)	



INTEREST ADJUSTED INDICES @ 5.00 %	10 YEAR		20 YEAR	
	PAYMENT	COST	PAYMENT	COST
CURRENT:	4.72	4.72	7.94	7.94
GUARANTEED:	7.24	7.24	12.30	12.30

PREPARED BY SON VAN NGUYEN  
5454 WISCONSIN AVE., STE B20  
CHEVY CHASE, MD 20815

04/01/87

INCREASING PREMIUM TERM  
MRS. KHUC MINH THO  
NEW YORK LIFE INSURANCE COMPANY  
51 MADISON AVENUE, NEW YORK, NY. 10010

FACE AMOUNT: \$50,000

FEMALE AGE 45  
VIRGINIA

FIRST ANNUAL PREMIUM: \$120.50

-1-	-2-	-3-	-4-	-5-	-6-	-7-
YR	AGE	CURRENT PREMIUM	ACC CURRENT PREMIUM	DEATH BENEFIT	MAXIMUM POLICY PREMIUM	ACC MAX POLICY PREMIUM
1	45	121	121	50000	121	121
2	46	140	261	50000	140	261
3	47	163	423	50000	163	423
4	48	189	612	50000	332	755
5	49	217	828	50000	376	1131
6	50	249	1077	50000	424	1555
7	51	286	1363	50000	481	2036
8	52	329	1691	50000	544	2579
9	53	379	2070	50000	615	3194
10	54	437	2507	50000	697	3891
11	55	506	3012	50000	790	4680
12	56	564	3576	50000	870	5550
13	57	623	4198	50000	950	6499
14	58	688	4886	50000	1038	7537
15	59	762	5648	50000	1114	8650
16	60	655	6303	50000	1019	9669
17	61	687	6990	50000	1073	10741
18	62	722	7712	50000	1139	11880
19	63	748	8460	50000	1214	13094
20	64	761	9220	50000	1287	14381
21	65	805	10025	50000	1389	15769
AGE 65	65	805	10025	50000	1389	15769
AGE 75	75	2429	25438	50000	3411	39582

PREMIUMS ARE BASED ON THE FOLLOWING:  
NONSMOKER RATES. WAIVER OF PREMIUM INCLUDED.

THE PREMIUM AMOUNTS FOR THE FIRST THREE POLICY YEARS ARE GUARANTEED.  
THE PREMIUM AMOUNTS FOR THE FOURTH AND LATER POLICY YEARS ARE DETERMINED  
EACH YEAR BY THE COMPANY. THE ACTUAL PREMIUM AMOUNT PAYABLE FOR ANY POLICY  
YEAR AFTER THE FOURTH YEAR MAY BE MORE OR LESS THAN THE SCHEDULED POLICY  
PREMIUM, BUT WILL NEVER BE GREATER THAN THE MAXIMUM PREMIUM FOR THAT YEAR.

# NEW YORK LIFE

INSURANCE COMPANY AND THE NEW YORK LIFE GROUP OF COMPANIES

POLICY NUMBER 41 427 174 POLICY DATE DECEMBER 28, 1983 AGE 45 FEMALE  
ON LIFE OF MINH THO KHUC (THE INSURED)  
OWNER THE INSURED  
PLAN INCREASING PREMIUM CONVERTIBLE TERM TO AGE 70 WITH  
DISABILITY WAIVER OF PREMIUM (WP)  
AMOUNT FACE AMOUNT \$50,000.

BENEFICIARY subject to change  
FIRST -PHUC-TUE NGUYEN, SON OF INSURED, AND  
MINH-PHONG NGUYEN, DAUGHTER OF INSURED  
SECOND-MINH-CHAU NGUYEN, DAUGHTER OF INSURED

PREMIUM SCHEDULE PREMIUMS PAYABLE AT MONTHLY INTERVALS, AS FOLLOWS See Endorsement hereon  
Beginning as of Mo. Day Year Premium WP  
12-28-1983 \$10.35 \$1.50  
12-28-1984 SEE CONTINUATION PAGES OF THIS SCHEDULE IN POLICY

10 DAY FREE EXAMINATION PERIOD. Please examine your policy. Within 10 days after delivery you can return it to the agent or to the agent through whom it was purchased, with a written request for a full refund of premium. Upon such a request, the policy will be void from the start.

**THIS PROVISION DOES NOT APPLY**



The pages which follow are also part of this policy.  
This policy is executed as of DECEMBER 30, 1983  
which is its DATE OF ISSUE

CONVERTIBLE TERM POLICY AS SHOWN UNDER PLAN.  
RENEWABLE EACH YEAR AFTER AGE 70 AS STATED IN PREMIUMS SECTION.  
PREMIUMS PAYABLE AS SHOWN IN PREMIUM SCHEDULE, WITH PREMIUMS  
IN SECOND AND LATER POLICY YEARS SUBJECT TO CHANGE.  
THIS POLICY IS ELIGIBLE FOR DIVIDENDS.  
982-135

*J. B. Underhill*  
PRESIDENT  
*Edmund R. Harvady*  
SECRETARY  
*[Signature]*  
COUNTERSIGNATURE

FIRST PAGE OF CONTINUATION OF PREMIUM SCHEDULE  
POLICY NUMBER 41 427 174

ON LIFE OF MINH THO KHUC (THE INSURED)

ALL SCHEDULED POLICY PREMIUMS ARE SUBJECT TO CHANGE. HOWEVER, THE ACTUAL PREMIUM PAYABLE FOR THE POLICY IN A SPECIFIC POLICY YEAR WILL NEVER BE GREATER THAN THE MAXIMUM POLICY PREMIUM FOR THAT YEAR.

PLEASE REFER TO PREMIUMS SECTION ON PAGE 6 FOR FURTHER DETAILS.

PREMIUMS PAYABLE AT MONTHLY INTERVALS AS FOLLOWS

BEGINNING MO.	DAY	AS OF YEAR	SCHEDULED POLICY PREMIUM	MAXIMUM POLICY PREMIUM	AMOUNTS INCLUDED FOR RIDERS WP
12	-	26 - 1984	\$11.35	\$24.35	\$1.50
12	-	28 - 1985	\$12.85	\$26.35	\$2.00
12	-	28 - 1986	\$14.35	\$28.35	\$2.00
12	-	28 - 1987	\$16.35	\$30.85	\$2.50
12	-	28 - 1988	\$18.85	\$33.35	\$3.00
12	-	28 - 1989	\$21.35	\$36.35	\$3.50
12	-	28 - 1990	\$23.85	\$39.85	\$4.00
12	-	28 - 1991	\$27.35	\$43.85	\$5.00
12	-	28 - 1992	\$31.35	\$47.85	\$6.50
12	-	28 - 1993	\$35.85	\$51.85	\$8.00
12	-	28 - 1994	\$39.85	\$57.35	\$10.50
12	-	28 - 1995	\$44.35	\$62.85	\$13.00
12	-	28 - 1996	\$49.35	\$69.35	\$16.00
12	-	28 - 1997	\$56.85	\$79.35	\$19.50
12	-	28 - 1998	\$48.85	\$74.35	\$7.50
12	-	28 - 1999	\$53.35	\$81.35	\$7.50
12	-	28 - 2000	\$57.35	\$88.85	\$7.00
12	-	28 - 2001	\$61.35	\$95.85	\$5.50
12	-	28 - 2002	\$64.35	\$102.85	\$2.00
12	-	28 - 2003	\$68.85	\$111.85	
12	-	28 - 2004	\$76.35	\$123.85	
12	-	28 - 2005	\$83.85	\$136.85	
12	-	28 - 2006	\$92.35	\$150.85	
12	-	28 - 2007	\$100.35	\$163.85	
12	-	28 - 2008			

FINAL DATE FOR CONVERSION BASED ON ATTAINED AGE

SEE SECOND PAGE OF CONTINUATION OF PREMIUM SCHEDULE

SECOND PAGE OF CONTINUATION OF PREMIUM SCHEDULE  
 POLICY NUMBER 41 427 174

ON LIFE OF MINH THO KHUC (THE INSURED)  
 IF WE AGREE TO RENEW THE CLASS OF POLICIES IN WHICH THIS POLICY WAS ISSUED,  
 THE ACTUAL PREMIUM PAYABLE FOR THE POLICY IN A SPECIFIC POLICY YEAR WILL  
 NEVER BE GREATER THAN THE MAXIMUM POLICY PREMIUM FOR THAT YEAR.

PLEASE REFER TO PREMIUMS SECTION ON PAGE 6 FOR FURTHER DETAILS.

PREMIUMS PAYABLE AT MONTHLY INTERVALS, AS FOLLOWS			
BEGINNING AS OF	SCHEDULED	MAXIMUM	
MO. DAY YEAR	POLICY	POLICY	
	PREMIUM	PREMIUM	
12 - 28 - 2008+	\$119.85	\$194.85	
12 - 28 - 2009	\$134.85	\$211.85	
12 - 28 - 2010	\$150.85	\$230.85	
12 - 28 - 2011	\$168.85	\$250.85	
12 - 28 - 2012	\$188.35	\$271.35	
12 - 28 - 2013	\$208.85	\$292.85	
12 - 28 - 2014	\$230.85	\$314.85	
12 - 28 - 2015	\$254.35	\$338.35	
12 - 28 - 2016	\$280.35	\$363.35	
12 - 28 - 2017	\$309.85	\$391.35	
12 - 28 - 2018	\$342.85	\$422.35	
12 - 28 - 2019	\$380.35	\$457.85	
12 - 28 - 2020	\$422.85	\$496.85	
12 - 28 - 2021	\$469.85	\$539.35	
12 - 28 - 2022	\$523.85	\$588.35	
12 - 28 - 2023	\$582.85	\$639.85	
12 - 28 - 2024	\$631.85	\$693.85	
12 - 28 - 2025	\$682.85	\$750.35	
12 - 28 - 2026	\$737.35	\$809.85	
12 - 28 - 2027	\$794.35	\$872.85	
12 - 28 - 2028	\$855.35	\$939.85	
12 - 28 - 2029	\$920.85	\$1011.35	
12 - 28 - 2030	\$992.35	\$1090.35	
12 - 28 - 2031	\$1071.85	\$1177.85	
12 - 28 - 2032	\$1162.85	\$1277.35	
12 - 28 - 2033	\$1267.85	\$1392.85	
12 - 28 - 2034	\$1392.35	\$1529.35	
12 - 28 - 2035	\$1540.85	\$1693.35	
12 - 28 - 2036	\$1734.85	\$1906.35	
12 - 28 - 2037	\$1887.35	\$2073.35	
12 - 28 - 2038 (PREMIUMS FOR THIS POLICY CEASE)			
+ POLICY ANNIVERSARY ON WHICH INSURED IS AGE 70			

**WE & YOU**

In this policy, the words "we", "our" or "us" refer to New York Life Insurance Company, and the words "you" or "your" refer to the owner of this policy.

When you write to us, please include the policy number, the Insured's full name, and your current address.

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Attached to the policy.

**RIDERS OR  
ENDORSEMENTS  
(IF ANY)**

Attached to the policy.



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## LIFE INSURANCE BENEFIT

**Life Insurance Benefit** We will pay the life insurance proceeds to the beneficiary promptly when we have proof of the Insured's death, if premiums have been paid as called for in the Premiums section. Beginning on the policy anniversary on which the Insured is age 70, the policy can be renewed as stated in the Premiums section.

These proceeds will include the face amount and any other benefits from riders or dividends which are payable because of the Insured's death, all as stated in the policy. When we determine these proceeds, there may be an adjustment for the last premium.

Please read this policy for full details.

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## POLICY OWNERSHIP

**Owner** In this policy, the words "you" and "your" refer to the owner of the policy. As the owner, you have all rights of ownership in this policy while the Insured is living. To exercise these rights, you do not need the consent of any successor owner or beneficiary.

**Successor Owner** A successor owner can be named in the application, or in a notice you sign which gives us the facts that we need. The successor owner will become the new owner when you die, if you die before the Insured. If no successor owner survives you and you die before the Insured, your estate becomes the new owner.

**Change of Ownership** You can change the owner of this policy, from yourself to a new owner, in a notice you sign which gives us the facts that we need. When this change takes effect, all rights of ownership in this policy will pass to the new owner.

When we record a change of owner or successor owner, these changes will take effect as of the date you signed the notice, subject to any payment we made or action we took before recording these changes. We may require that these changes be endorsed in the policy. Changing the owner or naming a new successor owner cancels any prior choice of successor owner, but does not change the beneficiary.

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## BENEFICIARY

**Naming of Beneficiary** One or more beneficiaries for any life insurance proceeds can be named in the application, or in a notice you sign which gives us the facts that we need. If more than one beneficiary is named, they can be classed as first, second, and so on. If 2 or more are named in a class, their shares in the proceeds can be stated.

The stated shares of the proceeds will be paid to any first beneficiaries who survive the Insured. If no first beneficiaries survive, payment will be made to any surviving in the second class, and so on. Those who survive in the same class have an equal share in the proceeds, unless the shares are stated otherwise.

**Change of Beneficiary** While the Insured is living, you can change a beneficiary in a notice you sign which gives us the facts that we need. When we record a change, it will take effect as of the date you signed the notice, subject to any payment we made or action we took before recording the change.

**Death of Beneficiary** If no beneficiary for the life insurance proceeds, or for a stated share, survives the Insured, the right to these proceeds or this share will pass to you. If you are the Insured, this right will pass to your estate. If any beneficiary dies at the same time as the Insured, or within 15 days after the Insured but before we receive proof of the Insured's death, we will pay the proceeds as though that beneficiary died first.

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## CONVERSION

**Conversion of Term Insurance** You can have all or part of the term insurance of this policy exchanged for a new life or endowment policy on the Insured. This type of change is called a conversion. This change can be made without proof of insurability.

- (b) The premiums less any dividends, paid prior to the date of conversion, for the insurance which is converted.

## CONVERSION

**Conversion of Term Insurance** You can have all or part of the term insurance of this policy exchanged for a new life or endowment policy on the Insured. This type of change is called a conversion. This change can be made without proof of insurability.

When this change is made, this policy must be in force with premiums paid to the date of conversion. Within 31 days of that date, we must receive your application, this policy, and the first premium and any other payment that we need for the new policy. The application must also be signed by the Insured.

Any term insurance which is converted ends when the new policy takes effect. If only a part of the face amount is converted, the rest of the insurance may be continued if it meets our limits for minimum amount. If it does not, this policy will end at the time the new policy takes effect.

### Conversion as of New Policy Date (Attained Age)

At any time on or before the final date for conversion shown in the Premium Schedule, this policy can be converted to a new policy which has the date of conversion for its policy date. The premium for the new policy will be based on the Insured's age and our premium rates on that date.

You have 31 days after the final date for conversion to have the term insurance in force under this policy converted. If the Insured dies during this 31 day period and the term insurance has not been converted, we will pay the proceeds of that insurance, reduced by the term premium for one policy month.

**Savings Allowance** We provide a savings allowance when this policy is converted as of the Insured's attained age. We will use this allowance to reduce premiums that are due during the first policy year of the new policy. At the time of conversion, we will tell you how much the total allowance is.

### Conversion as of Term Policy Date (Original Age)

On or before the tenth anniversary of this term policy, it can be converted to a new policy which has the term policy date for its policy date. The premium for the new policy will be based on the Insured's age and our premium rates on the term policy date.

When this conversion is made, we will need an extra payment. It is the difference between the amounts in (a) and in (b), times the proper factor in the Table of Conversion Factors. If the new policy would have a cash value on the date of conversion, this payment must be at least 103% of that value.

- (a) The premiums less any dividends, payable prior to the date of conversion, for the new policy.

- (b) The premiums less any dividends, paid prior to the date of conversion, for the insurance which is converted.

TABLE OF CONVERSION FACTORS

Policy Year of Conversion	Factor	Policy Year of Conversion	Factor
1	1.00	6	1.13
2	1.03	7	1.17
3	1.03	8	1.21
4	1.06	9	1.25
5	1.10	10	1.29

**New Policy** The new policy may be on any life or endowment plan we offer on its policy date for the amount of insurance which is converted. The new policy may not be on a plan which provides term insurance. It will have the same provisions and be subject to the same limitations as are in the series of policies being issued by us on that date. The Insured's class of risk will be the same as it was for this policy. However, if this policy is in a preferred risk class, the new policy will be on a preferred risk basis only if it meets our minimum amount and age limits for that class.

The time periods of the new policy, which relate to a suicide exclusion or to a contest of that policy, will start on the date of issue of this policy. However, in some cases, we may issue the new policy with a rider or an additional amount of insurance which you requested and which required our agreement. If this happens, the time periods for that rider or amount will start instead on the date of issue of the new policy.

**Availability of Riders** You can have a waiver of premium rider made a part of the new policy if one is in effect under this policy on the date of conversion, but only if the Insured meets our issue age limits and is not totally disabled. However, if the Insured has recovered from a total disability that had gone on for at least 6 months in a row, you can have that rider only in a new policy for which premiums are payable for the rest of the Insured's life.

You can have an accidental death benefit rider made a part of the new policy if one is in effect under this policy on the date of conversion and if the Insured meets our issue age limits. The amount of the rider may not be more than the amount of that benefit which ends under this policy at the time of conversion.

No other riders can be made a part of the new policy, unless we agree.

## PREMIUMS

**Payment of Premiums** Each premium is payable, while the Insured is living, on or before its due date as shown in the Premium Schedule. Premiums are payable at our Home Office or at one of our service offices.

The premium for this policy can be paid at intervals of 3 months or 6 months, or once each year. The method we use to determine the premium rate for each of these intervals is the method that was in effect as of the policy date. The interval can be changed by paying the correct premium for the new interval. Premiums can be paid by any other method we make available.

**Grace Period** We allow 31 days from the due date for payment of a premium. All insurance continues during this grace period.

**Nonpayment of Premium** If a premium is not paid by the end of the grace period, this policy will lapse and all insurance will end.

**Company's Right to Change Premiums** We have the right to change the premium rates for the policy, which apply to the 2nd and later policy years. Any such change will take effect on the policy anniversary that follows the date of the change. The new rates will apply to all policies that are issued on this form.

Each year, we will review the Scheduled Policy Premiums, to determine if any change in these premiums should be made. Any such change will be based on changes in future expectations for items such as investment earnings, mortality, persistency and expenses. Any change in premiums will be made in accordance with the procedures and standards on file with the insurance official in the state or district in which the policy is delivered.

The actual premium payable for the policy in any policy year after the first year may be more or less than the corresponding Scheduled Policy Premium shown for that year on the Continuation of Premium Schedule pages. However, the actual premium payable will never be greater than the Maximum Policy Premium for that year.

If any riders are attached to this policy, the premium amounts for these riders are guaranteed in all policy years, and are not subject to change.

**Renewal of Policy Beyond Age 70** Beginning on the policy anniversary when the Insured is age 70, and if we agree for the class of policies in which this policy was issued, you can renew this policy, year by year, by paying premiums during that time in accordance with the Premiums Section. Premiums must be paid to the date of renewal and the Insured must be age 99 or less.

**Reinstatement** Within 5 years after lapse, you may apply to reinstate the policy. We must have evidence of insurability that is acceptable to us. All overdue premiums must be paid, with interest at 6% per year from each of their due dates.

We do not need evidence of insurability if we receive the required payment within 31 days after the end of the grace period, but the Insured must be living when we receive it.

**Premium Adjustment at Death** We will increase the proceeds by any part of a premium paid for the period after the policy month in which the Insured dies.

If the Insured dies during a grace period, we will reduce the proceeds by an amount equal to the premium for one policy month.

## DIVIDENDS

**Dividend** Although this policy, as long as it is in force, is eligible to share in our divisible surplus, it is not expected that any dividends will be payable on this policy. Each year we determine the policy's share, if any. This share, if any, is payable as a dividend on the policy anniversary. If all premiums due

paid to you in one sum.

2. **Premium Payment** Applied toward payment of a premium, provided any balance of that premium is also paid when due. Any part of the dividend not used to pay a premium will be paid in

## DIVIDENDS

**Dividend** Although this policy, as long as it is in force, is eligible to share in our divisible surplus, it is not expected that any dividends will be payable on this policy. Each year we determine the policy's share, if any. This share, if any, is payable as a dividend on the policy anniversary, if all premiums due before then have been paid.

**Dividend Options** Each dividend can be applied under one of the 3 options listed below. An option can be elected in the application. You can also elect or change the option for future dividends if you tell us in your signed notice.

**1. Dividend Accumulation** Left with us to accumulate at interest. On each anniversary, we credit interest at the rate we set each year. This rate will be at least  $3\frac{1}{2}\%$  per year. Before the Insured's death, you can withdraw accumulations, with interest to the date of withdrawal. Any accumulations which we still have at the Insured's death will be part of the proceeds. If this policy lapses, any accumulations which we have will be

paid to you in one sum.

**2. Premium Payment** Applied toward payment of a premium, provided any balance of that premium is also paid when due. Any part of the dividend not used to pay a premium will be paid in cash.

**3. Cash** Paid in cash.

**Automatic Dividend Option** If no other option is in effect when a dividend becomes payable we will apply it as a dividend accumulation. If we pay a dividend in cash, and the dividend check is not cashed within one year after that dividend became payable, we will apply the dividend as a dividend accumulation.

**Dividend at Death** The part of any annual dividend payable from the last anniversary to the end of the policy month in which the Insured dies will be part of the proceeds.

## PAYMENT OF POLICY PROCEEDS

**Payment** We will pay the policy proceeds in one sum or, if elected, all or part of these proceeds may be placed under one or more of the options described in this section. If we agree, the proceeds may be placed under some other method of payment instead.

Any life insurance proceeds paid in one sum will bear interest compounded each year from the Insured's death to the date of payment. We set the interest rate each year. This rate will be at least  $3\frac{1}{2}\%$  per year.

**Election of Optional Method of Payment** While the Insured is living, you can elect or change an option. You can also name or change one or more beneficiaries who will be the payee or payees under that option. After the Insured dies, any person who is to receive proceeds in one sum (other than an assignee) can elect an option and name payees.

The person who elects an option can also name one or more successor payees to receive any unpaid amount we have at the death of a payee. Naming these payees cancels any prior choice of successor payee.

A payee who did not elect the option does not have the right to advance or assign payments, take the payments in one sum, or make any other change. However, the payee may be given the right to do one or more of these things if the person who elects the option tells us in writing and we agree.

**Change of Option** If we agree, a payee who elects Option 1A, 1B, 2A, or 2B may later elect to have any unpaid amount we still have, or the present value of any elected payments, placed under some other option described in this section.

**Payees** Only individuals who are to receive payments in their own behalf may be named as payees or successor payees, unless we agree to some other payee. We may require proof of the age or the survival of a payee.

It may happen that when the last surviving payee dies, we still have an unpaid amount, or there are some payments which remain to be made. If so, we will pay the unpaid amount with interest to the date of payment, or pay the present value of the remaining payments, to that payee's estate in one sum. The present value of any remaining payments is based on the interest rate used to compute them, and is always less than their sum.

**Minimum Payment** When any payment under an option would be less than \$20, we may pay any unpaid amount or present value in one sum.

### Options 1A and 1B. Proceeds at Interest

The policy proceeds may be left with us at interest. We set the interest rate each year. This rate will be at least  $3\frac{1}{2}\%$  per year.

#### 1A. Interest Accumulation

We credit interest each year on the amount we still have. This amount can be withdrawn at any time in sums of \$100 or more. We pay interest to the date of withdrawal on sums withdrawn.

#### 1B. Interest Payment

We pay interest once each month, every 3 months or 6 months, or once each year, as chosen, based on the amount we still have.

### Options 2A and 2B. Elected Income

We make equal payments once each month, every 3 months or 6 months, or once each year, as chosen, for an elected period of years or for an elected amount. We set the interest rate for these options each year. This rate will be at least  $3\frac{1}{2}\%$  per year.

#### 2A. Income for Elected Period

We make the payments for the number of years elected. Monthly payments based on  $3\frac{1}{2}\%$  interest are shown in the Option 2A Table. If the rate is more than  $3\frac{1}{2}\%$ , we will increase each payment to reflect this.

**OPTION 2A TABLE**

Minimum Monthly Payment per \$1,000 of Proceeds							
Years	Years	Years	Years	Years	Years	Years	Years
1	\$84.65	5	\$18.12	9	\$10.75	15	\$7.15
2	43.05	6	15.35	10	9.83	20	5.75
3	29.19	7	13.38	11	9.09	25	4.95
4	22.27	8	11.90	12	8.46	30	4.45

When asked, we will state in writing what each payment would be, if made every 3 months or 6 months, or once each year.

#### 2B. Income of Elected Amount

We make payments of the elected amount until all proceeds and interest have been paid. The total payments made each year must be at least 5% of the proceeds placed under this option. Each year we credit interest of at least  $3\frac{1}{2}\%$  on the amount we still have.

**OPTION 3A TABLE**

Minimum Monthly Payment per \$1,000 of Proceeds							
Payee's Adjusted Age	MALE				FEMALE		
	Guaranteed Period 5Yrs	Guaranteed Period 10Yrs	Guaranteed Period 15Yrs	Guaranteed Period 20Yrs	Guaranteed Period 5Yrs	Guaranteed Period 10Yrs	Guaranteed Period 15Yrs
60	\$5.86	\$5.56	\$5.38	\$5.16	\$5.21	\$5.18	\$5.07
61	5.79	5.67	5.48	5.23	5.32	5.28	5.16

### Options 3A, 3B, and 3C. Life Income

We make equal payments each month during the lifetime of the named payee or payees. We determine the amount of the monthly payment by applying the policy proceeds to purchase a corresponding life annuity policy which we are

# **PAYMENT OF POLICY PROCEEDS** (continued)

## **Options 3A, 3B, and 3C. Life Income**

We make equal payments each month during the lifetime of the named payee or payees. We determine the amount of the monthly payment by applying the policy proceeds to purchase a corresponding single premium life annuity policy which we are issuing when the first payment is due. Payments are based on the appropriately adjusted annuity premium rate in effect at that time, but will not be less than the corresponding minimum amount based on the tables for Options 3A, 3B, and 3C in this policy.

When asked, we will state in writing what the minimum amount of each monthly payment would be under these options. It is based on the sex and the adjusted age of the payee or payees. To find the adjusted age in the year the first payment is due, we increase or decrease the payee's age at that time, as follows:

1985 & earlier	1986-95	1996-2010	2011-25	2026 & later
+2	+1	0	-1	-2

### **3A. Life Income — Guaranteed Period**

We make a payment each month during the lifetime of the payee. Payments do not change, and are guaranteed for 5, 10, 15, or 20 years, as chosen, even if that payee dies sooner.

### **3B. Life Income — Guaranteed Total Amount**

We make a payment each month during the lifetime of the payee. Payments do not change, and are guaranteed until the total paid equals the amount placed under this option, even if that payee dies sooner.

### **3C. Life Income — Joint and Survivor**

We make a payment each month while both or one of the two payees are living. Payments do not change, and are guaranteed for 10 years, even if both payees die sooner.

## **OPTION 3A TABLE**

Minimum Monthly Payment per \$1,000 of Proceeds								
Payee's Adjusted Age	MALE				FEMALE			
	5Yrs	10Yrs	15Yrs	20Yrs	5Yrs	10Yrs	15Yrs	20Yrs
60	\$5.66	\$5.56	\$5.38	\$5.16	\$5.21	\$5.16	\$5.07	\$4.95
61	5.79	5.67	5.48	5.23	5.32	5.26	5.16	5.02
62	5.93	5.79	5.57	5.29	5.43	5.37	5.26	5.09
63	6.08	5.92	5.67	5.36	5.55	5.48	5.35	5.16
64	6.24	6.06	5.78	5.42	5.69	5.60	5.46	5.24
65	6.41	6.20	5.88	5.48	5.83	5.73	5.55	5.31
66	6.59	6.35	5.98	5.54	5.99	5.87	5.67	5.38
67	6.78	6.50	6.09	5.60	6.16	6.02	5.79	5.45
68	6.99	6.67	6.19	5.66	6.34	6.18	5.90	5.52
69	7.21	6.83	6.30	5.71	6.54	6.35	6.02	5.58
70	7.44	7.01	6.40	5.75	6.75	6.52	6.13	5.64
71	7.69	7.19	6.50	5.80	6.98	6.70	6.25	5.69
72	7.96	7.37	6.60	5.84	7.23	6.89	6.36	5.74
73	8.24	7.56	6.69	5.87	7.49	7.09	6.47	5.79
74	8.55	7.75	6.78	5.90	7.78	7.29	6.58	5.82
75	8.86	7.94	6.86	5.92	8.08	7.50	6.68	5.86
80	10.71	8.86	7.18	5.99	9.92	8.52	7.06	5.96
85 & over	12.98	9.58	7.31	6.00	12.16	9.30	7.24	5.99

## **OPTION 3B TABLE**

Minimum Monthly Payment per \$1,000 of Proceeds					
Payee's Adjusted Age	Male		Payee's Adjusted Age	Female	
	Male	Female		Male	Female
60	\$5.36	\$5.04	69	\$ 6.56	\$ 6.12
61	5.47	5.13	70	6.73	6.28
62	5.58	5.23	71	6.92	6.46
63	5.69	5.33	72	7.11	6.64
64	5.82	5.45	73	7.32	6.84
65	5.95	5.56	74	7.55	7.05
66	6.09	5.69	75	7.78	7.27
67	6.24	5.82	80	9.22	8.61
68	6.39	5.97	85 & over	11.25	10.37

## **OPTION 3C TABLE 10 YEAR GUARANTEED PERIOD**

Minimum Monthly Payment per \$1,000 of Proceeds					
Male Payee's Adjusted Age	Female Payee's Adjusted Age				
	60	65	70	75	80
60	\$4.72	\$4.96	\$5.17	\$5.34	\$5.45
65	4.87	5.20	5.52	5.80	6.00
70	4.99	5.41	5.86	6.30	6.65
75	5.09	5.56	6.15	6.78	7.31
80	5.18	5.68	6.36	7.15	7.89

# ENDORSEMENT

## GENERAL PROVISIONS (Application)

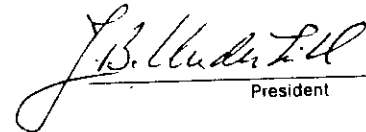
The Application provision is deleted and the following substituted:

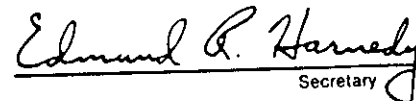
In issuing this policy, we have relied on the statements in the application. We assume they are true and complete to the best of the knowledge and belief of those who made them. No statement

made in connection with the application will be used by us to void the policy or to deny a claim unless that statement is a material misrepresentation and is part of the application. All statements made in the application will be deemed representations and not warranties.

NEW YORK LIFE INSURANCE COMPANY

By

  
President

  
Secretary

# ENDORSEMENT

## CHECK-O-MATIC PREMIUM PAYMENT ARRANGE- MENT

This policy is issued under New York Life Insurance Company's Check-O-Matic arrangement under which the Company has been authorized to draw checks monthly against a Bank Depositor's specified bank account in order to collect premiums. While premiums for this policy are payable under this arrangement, the Company's Check-O-Matic premium rate will apply.

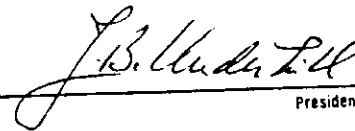
If the Check-O-Matic arrangement for this policy is terminated, the premium interval will auto-

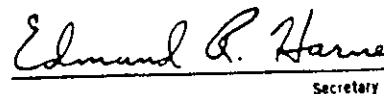
matically be changed to quarterly if the quarterly premium would be at least \$12.50, to semi-annually if the semi-annual premium would be at least \$15.00 and a quarterly interval is not available, or to annually if a semi-annual interval is not available.

The automatic premium interval change shall be effective beginning with the due date of the first premium following the termination by at least 2 months so that a premium, if payable, would due on a policy anniversary.

NEW YORK LIFE INSURANCE COMPANY

By

  
President

  
Secretary



# RIDER

## SPOUSE'S PAID-UP INSURANCE PURCHASE OPTION

**Benefit** If this rider is in effect at the Insured's death, the person who at that time is the Insured's spouse, has the right to purchase, without proof of insurability, new paid-up life insurance on his or her own life, in accordance with the provisions of this rider. The Insured's spouse must also be living when the Insured dies, and must be a beneficiary to whom all or part of the life insurance proceeds under this policy will be payable in one sum.

**How Much Insurance May Be Purchased** The largest amount of paid-up life insurance which may be purchased is the amount of insurance provided by the basic plan of insurance in the policy, plus any insurance (excluding accidental death benefits) from riders or dividends and which is payable in one sum (prior to deducting any unpaid loan) at the Insured's death.

However, the actual amount purchased must meet the Company's minimum amount requirements. It can never be greater than the amount which can be purchased by the life insurance proceeds (prior to deducting any unpaid loan) which are payable, because of the Insured's death, to the spouse in one sum.

**Premium for New Insurance** The single premium rate for the new paid-up life insurance is based on the spouse's age and sex on the date the new insurance takes effect. This rate will not be more than 105% of the net single premium for paid-up life insurance, defined in the Values provision of this rider.

**Purchase of New Insurance** The Insured's spouse can apply to purchase the new paid-up life insurance before the Company has paid life insurance proceeds under the policy to him or her. However, he or she must apply within the 90 days after the Insured's death.

The paid-up life insurance will take effect on the date when all three of the following events have taken place:

1. The spouse's signed application is received by the Company while he or she is living.
2. The Company pays life insurance proceeds of the policy to the spouse.

3. The entire single premium for the paid-up life insurance purchased under this rider has been received by the Company.

The Company will reduce the life insurance proceeds in Item 2 to pay the single premium for the paid-up life insurance. If these proceeds are not sufficient to pay that entire single premium, then the balance of that premium must be paid to the Company in connection with the application for the paid-up life insurance.

It may happen that the Insured's spouse, who has the right to apply for paid-up life insurance under this rider, dies within that 90 day period, and before that paid-up insurance takes effect. In this case, the Company will pay the maximum amount of paid-up life insurance that the spouse could have applied for under this rider, less the applicable single premium for that insurance.

The beneficiary for any paid-up life insurance payable under this rider will be the estate of the Insured's spouse, unless stated otherwise in the policy for that insurance.

**Availability of Riders** Riders may not be included with the new paid-up life insurance.

**Suicide Exclusion** Suicide of the Insured's spouse, while sane or insane, within one year after the date of the Insured's death, is not covered by this rider. In the event of the spouse's suicide within that year, any single premium paid for any new paid-up life insurance will be refunded.

**Values** The new paid-up life insurance has cash value and loan value, and is eligible for dividends. However, it is not expected that any dividends will be payable on this insurance.

The net single premiums and the cash values for the paid-up insurance are based on the 1958 CSO Table of Mortality if the spouse is a male. They are based on the 1958 CSO Female Table of Mortality if the spouse is a female. Continuous functions are used. Interest is compounded each year at 4½%.

(over)

**SPOUSE'S  
PAID-UP  
INSURANCE  
PURCHASE  
OPTION**  
(continued)

**Contract** The rider is made a part of the policy to which it is attached at issue of the policy. If added to a policy which is already in force, this rider is made a part of that policy, based on the application for the rider.

**Incontestability of Rider** The Company will not contest this rider if it is attached at issue of the policy.

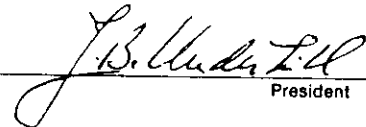
If this rider is added to a policy which is already in force, the Company will not contest the rider after it has been in force during the lifetime of the Insured for 2 years from the date of issue of the rider.

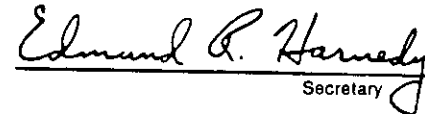
**Dates** This rider and the policy have the same date of issue, unless the rider is added to a policy which is already in force. In this case, the date of issue of this rider is shown in an add-on rider which is put in the policy by the Company.

**When Rider Ends** The Owner can cancel this rider as of any date. To do this, a signed notice must be sent to the Company within 31 days of that date. This rider ends if the policy is surrendered, or if the policy lapses and is not continued as extended insurance or reduced paid-up insurance. However, even though this policy states otherwise, this rider will be in effect if the policy is being continued as extended insurance or reduced paid-up insurance.

NEW YORK LIFE INSURANCE COMPANY

By

  
President

  
Secretary

**DISABILITY  
WAIVER OF  
PREMIUM**  
(continued)

**Contract** This rider, when paid for, is made a part of the policy, based on the application for the rider.

**Incontestability of Rider** We have no right to contest this rider after it has been in force during the lifetime of the Insured for 2 years from its date of issue, unless the Insured is totally disabled at some time within 2 years of the date of issue.

**Dates and Amounts** When this rider is issued at the same time as the policy, we show the rider premium amount on the front page of the policy. The rider and the policy have the same date of issue.

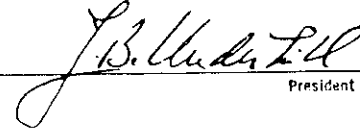
When this rider is added to a policy which is already in force, we also put in an add-on rider. The add-on rider shows the date of issue. The rider premium amount is shown in a new Premium Schedule for the policy.

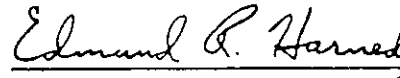
**When Rider Ends** You can cancel this rider as of the due date of a premium. To do this, you must send the policy and your signed notice to us within 31 days of that date. If this rider is still in effect on the anniversary on which the Insured is age 65, it will end on that date.

This rider ends if the policy ends. Also, this rider will not be in effect if the policy lapses.

NEW YORK LIFE INSURANCE COMPANY

By

  
President

  
Secretary

OW 569899

## LIFE INSURANCE APPLICATION (PART I) TO:

- ☐ NEW YORK LIFE INSURANCE COMPANY 51 Madison Ave., New York, N.Y. 10010 (NYLIC)  
☐ NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION (A Delaware Corp.) 372 Park Ave. So., New York, N.Y. 10010 (NYLIAC)  
 Application for New Policy (check if: AO ☐ TO ☐ GI ☐ TL ☐  
 If not Application for New Policy: Exercise Guaranteed Insurability option ☐ or  
 Change Policy No. 4.1...4.2.7...1.74 (Give Details in Q. 18) Conversion Privilege ☐ in Pol. No. ....  
 Amend Application Dated .....19..... Reinstatement Policy No. ....

1. (a) PROPOSED INSURED? MINH THO KHUC (b) Soc. Sec. or (c) Sex? M ☐ F ☐  
 (d) Birth Date? Mo. 01 Day 12 Yr. 39 (e) State (Prov.) & Country of Birth? .....  
 (f) ADDRESS? (Complete address, including any apartment number, and Zip or Postal Code.)  
 (i) Residence ..... (v) Time at Residence ..... Yrs. .... Mos.  
 (ii) Business ..... (vi) Time with Employer ..... Yrs. .... Mos.  
 (incl. Employer's name) .....  
 (iii) Previous Res. (within 2 yrs.) ..... (vii) Mail Address .....  
 (iv) Previous Bus. (within 2 yrs.) ..... Res. ☐ Bus. ☐  
 (g) OCCUPATION(S) (i) Present .....  
 AND DUTIES? (ii) Previous (within 2 yrs.) .....  
 (h) TELEPHONE NUMBER? (.....) Best time to call between 8 A.M. — 5 P.M. (Eastern Time)? ..... A.M. .... P.M.
2. (a) PLAN? IPT 83 (g) Prelim. Term to Pol. Date .....19.....  
 (APLT) .....  
 (b) FACE AMOUNT? \$ 50,000 AND/OR scheduled ..... (mode) premiums of \$ .....  
 (c) (NYLIAC ADJUSTABLE LIFE ONLY) (i) Life Insurance Benefit? Option 1 (level) ☐ Option 2 (increasing) ☐  
 (ii) Initial Premium? \$ ..... (Answer only if initial and scheduled premiums are different.)  
 (iii) Maturity Date? ..... (Age 95 anniversary, unless earlier date shown here.)  
 (d) RIDERS? ADB \$ ..... TERM ☐ RT ☐ ADT ☐ MP ..... % ..... Yr. \$ .....  
 WP (MDW) ☒ PPO (GIR) \$ ..... FAMILY (SCI ☐ CI ☐ ..... Units (See Q. 10) .....  
 OPP ☐ CPB ☐ (See Q. 19) OCI ☐ (See Q. 19) Other .....  
 (e) DIV. OPTION? (NYLIC only) Pd.-up Addn. ☐ Accum. ☐ Prem. ☐ Cash ☐ WL Addn. ☐ & 1 Yr. Term ☐  
 (f) Other Life Insurance on Prop. Insured? (If none, enter "0".) In Force \$50,000. Pending \$ 0
3. TAX-QUALIFIED? (a) CANADA: R.S.P. (Sec. 146) ☐ Def. Profit-Sharing (Sec. 147) ☐  
 (b) U.S.: Keogh ☐ (Ltd. Jt. Control with Applicant ☐ Pension Trust ☐ TSA ☐ Other .....
4. PREMIUM MODE? Ann ☐ Semi ☐ Only ☐ C-Q-M ☒ Nyl-A ☐ KPA ☐ PTA ☐ TSA ☐ Other .....
5. POLICY DATE? If no "other date" is shown, policy date is: (a) later date of Part I and any required Part II, if cash paid with Part I; (b) the policy's date of issue, if cash not paid; or (c) the option date, if insurability option being exercised. Other Date: .....19.....
6. REPLACEMENT? Is the policy applied for intended to replace, in whole or in part, any existing insurance or annuity? .... Yes ☐ No ☒  
 If "Yes": (a) Company? ..... (b) Policy number, if known? .....  
 (c) Plan? ..... (d) Amount replaced? ..... (e) Termination date? .....
7. BENEFICIARY? (Subject to change. Complete (a), (b), or (c), as applicable.)  
 (a) 1st: ..... Spouse (b) For SCI or CI: Standard ☐ CI Special Standard ☐ (give spouse's full name .....)  
 2nd: Children born of insured's marriage to spouse named above.  
 (c) Give Full Name .....  
 and .....  
 Relationship to .....  
 Proposed Insured. ....
8. CURRENT HEALTH? Answer, so far as known, for all persons proposed for coverage in Questions 1, 10 and 19.  
 If answer to Ques. 8(a) would be "Yes" for any such person, do not include that person in this application.  
 If "Yes" to Ques. 8(b) or 8(c), cash can not be paid and an application Part II must be completed for that person in all cases.  
 (a) Is any such person in a hospital or other medical facility or unable to be actively at work or to attend school? ..... Yes ☐ No ☒  
 (b) Has any such person been in a hospital or other medical facility for more than a total of 5 days within the last 2 years? ..... Yes ☐ No ☒  
 (c) Is any such person consulting with, or intending to consult with, a physician for any illness, or for symptoms of undiagnosed origin? (Do not include colds, minor virus infections, minor injuries, or normal pregnancy.) ..... Yes ☐ No ☒
9. (a) Answer if cash intended to be paid with this application. Is it agreed that cash will be received subject to the terms of the attached receipt, that any coverage will be provided only as stated in the attached receipt and only if all conditions to coverage are met, and that any such coverage will be temporary and limited in amount? ..... Yes ☐ No ☐  
 If "No", or if Questions 8(b) or 8(c) are answered "Yes", cash can not be paid.  
 (b) CASH PAID? \$ ..... (If amending application, cash previously paid: \$ .....

OW 569899

## APPLICATION PART I (Continued)

10. ANSWER IF APPLYING FOR FAMILY INSURANCE COVERAGE (SCI or CI) ON SPOUSE OR CHILDREN (also answer Questions 13-15).  
 (a) Spouse, Unmarried Dependent Children Residing with Prop. Insured? (b) Relationship to Prop. Insured? (c) Born Mo., Day, Yr.?

11. ANSWER FOR ANY PROPOSED OR OTHER COVERED INSURED UNDER 14 YRS. 6 MOS. (explain any "No" in Ques. 18). Yes No  
 (a) Is Applicant a parent or legal guardian of Proposed Insured or Other Covered Insured (attach proof of guardianship)? ☐ ☐  
 (b) Is Applicant employed and providing Proposed Insured's or Other Covered Insured's main support? ☐ ☐  
 (c) Is all life insurance in force and pending on Applicant and Spouse at least 2 times that on Proposed or Other Insured? ☐ ☐  
 (d) Are all other children in family insured or to be insured for an amount at least equal to that on Prop. or Other Insured? ☐ ☐

12. ANSWER IF ISSUE AGE OF PROPOSED OR OTHER COVERED INSURED (SEE QUES. 19) WOULD BE 20 OR OVER ON POLICY DATE  
 Has Prop. Insured or Other Covered Insured smoked in last 12 months? Prop. Insured: Yes ☐ No ☒ Other Covered Insured: Yes ☐ No ☐  
 If "Yes", indicate: Pipe Cigars Cigarettes If "No", indicate: Last Smoked Cigarettes Never Smoked Cigarettes  
 For Proposed Insured ☐ ☐ ..... packs per ..... For Proposed Insured Mo. .... Yr. ....  
 For Other Insured ☐ ☐ ..... packs per ..... For Other Insured Mo. .... Yr. ....

13. ANSWER, SO FAR AS KNOWN, FOR ALL PERSONS PROPOSED FOR COVERAGE IN QUESTIONS 1, 10 AND 19.

- Within last 2 years, has any such person:  
 (a) piloted an aircraft, driven a motorcycle or snowmobile, engaged in motorized racing, scuba or sky diving, hang-gliding, ballooning, ultralight flying, mountaineering, or rodeo riding, or does any such person intend to do so? Yes No  
 If "Yes", submit Form 7663 and give name if not Prop. Insured: ☐ ☒  
 (b) been arrested (not counting dismissed charges) or had his or her driver's license suspended or revoked? ☐ ☒  
 If "Yes", submit Confidential Form 17480 and give name if not Prop. Insured: ☐ ☒  
 (c) been declined for issue, reinstatement, or renewal of any type of Life or Health Insurance? ☐ ☒  
 If "Yes", give name, company, and reason, if known: .....

ANSWER QUESTIONS 14-17, SO FAR AS KNOWN, FOR ANY PERSON PROPOSED FOR COVERAGE FOR WHOM UNDERWRITING IS REQUIRED, BUT AN APPLICATION PART II IS NOT. INDICATE THE PERSONS FOR WHOM THOSE QUESTIONS ARE BEING ANSWERED: PROPOSED INSURED (O. 1) ☐ OTHER COVERED INSURED (O. 19) ☐ SPOUSE OR CHILDREN (O. 10) ☐ CPB APPLICANT (O. 19) ☐

14. In last 10 years, has any such person: (If "Yes" to (a) or (b), give name, reason, dates, doctors, addresses in Ques. 18.) Yes No  
 (a) had or been treated for heart trouble, stroke, cancer, tumor, epilepsy, or convulsions? ☐ ☐  
 (b) received disability payments or been disabled for one month or more? ☐ ☐  
 15. In last 2 years, has any such person had or been treated for: (If "Yes" to (a) or (b), give name and full details in Ques. 18.)  
 (a) elevated blood pressure, heart murmur, irregular pulse, abnormal electrocardiogram, or diabetes? ☐ ☐  
 (b) any lung, kidney, liver, pancreas, intestinal, circulatory, blood, brain, nervous system, or back disorder? ☐ ☐  
 16. In last 5 years, has any such person: (If "Yes" to (a) or (b), submit Conf. Form 17480 and give name if not Prop. Insured in O. 18.)  
 (a) because of the use of alcohol or drugs, been counselled, treated, or hospitalized, or been absent from work or school? ☐ ☐  
 (b) had any psychiatric, emotional, or mental health condition for which medical treatment or hospitalization was advised? ☐ ☐

17. (a) Proposed Insured's height and weight? ..... ft. .... in. .... lbs. (b) Other Covered Insured or CPB Applicant? ..... ft. .... in. .... lbs.

18. GIVE FULL DETAILS (INCLUDING NAME OF PERSON IF NOT PROP. INSURED) FOR EACH "YES" ANSWER TO QUESTIONS 14 AND 15. ALSO USE THIS SPACE FOR ANY OTHER ADDITIONAL DETAILS AND SPECIAL REQUESTS (Indicate Question Number, if applicable).

Please reduce face amount to 50,000 with up only  
 tracks

## 19. APPLICANT (IF NOT PROPOSED INSURED), CPB APPLICANT OR OTHER COVERED INSURED?

- (a) Full Name & Relationship to Prop. Insured: \_\_\_\_\_
- (b) Address: Same as — Ques. 1 Res. ☐ Ques. 1 Bus. ☐ Other (incl. Zip or Postal Code & Name of Employer) \_\_\_\_\_ Mail Address \_\_\_\_\_
- Residence \_\_\_\_\_ Res. ☐
- Business \_\_\_\_\_ Bus. ☐
- (c) ANSWER IF PERSON NAMED IN QUES. 19(a) IS CPB APPLICANT OR OTHER COVERED INSURED.
- Note: CPB Applicant or Other Covered Insured is a "person proposed for coverage." Answer Ques. 12-17, as applicable, for that person.
- (i) Birth Date? Mo. \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_ (ii) Sex? M ☐ F ☐
- (iii) Soc. Sec. (Ins.) No.? \_\_\_\_\_ (iv) State (Prov.) & Country of Birth? \_\_\_\_\_
- (v) Occupation(s) Present \_\_\_\_\_
- and Duties? Previous (within 2 yrs.) \_\_\_\_\_
- (vi) Amount of Insurance applied for if Other Covered Insured? \$ \_\_\_\_\_
- (vii) Other Life Insurance on Other Covered Insured? (if none, enter "0.") In Force \$ \_\_\_\_\_ Pending \$ \_\_\_\_\_

## 20. OWNER NOT THE PROPOSED INSURED (if a corporation, give place and year incorporated).

- (a) OWNER? [Prop. Insured will be the Owner unless otherwise indicated.] Applicant ☐
- Other (Full Name & Relationship to Prop. Insured) \_\_\_\_\_
- (b) Mail Address? As indicated in Ques. 1 ☐ 19(b) ☐ Other \_\_\_\_\_
- (c) Soc. Sec. (Ins.) or Tax No.? \_\_\_\_\_
- (d) SUCCESSOR OWNER? Prop. Insured ☐ Other \_\_\_\_\_

## 21. AMENDING APPLICATION PREVIOUSLY SUBMITTED.

- Since the date the application for the policy (including any Part II) has been completed, has any person proposed for coverage:
- (a) been admitted to a hospital, sanitarium, or other medical facility? Yes ☐ No ☐ If "Yes" to (a), submit a new application Part II.
- (b) had any illness, or consulted any physician or practitioner for any reason? Yes ☐ No ☐ If "Yes" to (b), give full details in Ques. 18.

## 22. EXERCISING A GUARANTEED INSURABILITY OPTION.

- (a) Option Date? \_\_\_\_\_, 19 \_\_\_\_\_ (b) Scheduled Option Date ☐ Alternate Option Date ☐
- (c) If Alternate Option Date: date of marriage ☐ birth ☐ adoption ☐ Mo. \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

## 23. EXERCISING CONVERSION PRIVILEGE FROM INDIVIDUAL COVERAGE TO PERMANENT INSURANCE.

The Insurer is requested to:

- (a) ISSUE the policy applied for on (check one): Attained Age Basis ☐ Original Age Basis ☐ and
- (b) TERMINATE OR MODIFY the following, when the policy applied for takes effect, in the policy(ies) listed on page 1 of application:
- (i) All coverage on: term policy ☐ term rider ☐ 1 Yr. Term Dividend Option ☐ life of covered family member ☐
- (ii) Part of the insurance on: term policy (with pro rata reduction of any ADB) ☐ term rider ☐ and reduce the amount of insurance on the term policy or rider to \$ \_\_\_\_\_

Answer only if the coverage to be converted includes Waiver of Premium Benefit: Does the Insured have any disability which prevents him or her from being actively at work or attending school? Yes ☐ No ☐ If "Yes", give dates and details in Ques. 18.

## THOSE PERSONS WHO SIGN BELOW AGREE THAT:

- All of the statements which are part of the application are correctly recorded, and are complete and true to the best of the knowledge and belief of those persons who made them.
- No agent or medical examiner has any right to accept risks, make or change contracts, or give up any of NYLIC's or NYLIAC's rights or requirements.
- "Cash Paid" with the application, with respect to a new policy or additional benefit, provides a limited amount of temporary coverage for up to 60 days, if the terms and conditions of the receipt are met. Temporary coverage is not provided if a policy or benefit is applied for under the terms of a conversion privilege or a guaranteed insurability option, or if reinstatement is applied for.

- To put a policy or benefit issued in response to this application in force, the policy or written evidence of the benefit must be delivered to the Applicant and the full first premium paid while all persons to be covered are living. If temporary coverage, with respect to a policy or benefit, is not in effect at time of delivery, there must not have been any material change in the insurability of those persons, as described by the statements in the application; this means that these statements must still be complete and true if made at that time.

However, if the policy or benefit is being applied for under the terms of a conversion privilege or guaranteed insurability option, and NYLIC's or NYLIAC's approval is not required to put it in force, the policy or benefit will take effect as soon as the requirements of that privilege or option have been met.

Dated at Virginia

on 9/10, 1986

I certify I have truly and accurately recorded all answers given to me.

Witness W. Anglin Agent

Countersigned by Licensed resident agent (if required)

(X)

Signature of Applicant

Signature of Proposed Insured if other than Applicant

Spouse, Other Covered Insured or Other Required Signature

OR 555449

## LIFE INSURANCE APPLICATION (PART I) TO:

☒ NEW YORK LIFE INSURANCE COMPANY 51 Madison Ave., New York, N.Y. 10010 (NYLIC)  
☒ NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION 'A Delaware Corp.' 372 Park Ave. So., New York, N.Y. 10010 (NYLIAC)

Application for New Policy (check if: AO ☐ TO ☐ GI ☐ TL ☐

If not Application for New Policy:

Change Policy No. (Give Details in Q. 18)

Amend Application Dated

Exercise Guaranteed Insurability option ☐ orConversion Privilege ☐ in Pol. No.

Reinstate Policy No.

(b) Soc. Sec. or 223-B-426 (c) Sex? M ☒ F ☐

1. (a) PROPOSED INSURED? MINH - THO KLUIC (e) State (Prov.) & Country of Birth? Vietnam  
 (d) Birth Date? Mo. 01 Day 12 Yr. 39  
 (f) ADDRESS? Complete address, including any apartment number, and Zip or Postal Code.  
 (i) Residence 1815 MARTHA S. LA FALLS CHURCH VA 22243  
 (ii) Business ARLINGTON COUNTY MENTAL HEALTH CENTER (incl. Employer's name)  
 (iii) Previous Res. (within 2 yrs.) 6709 N. 28th St. Arlington VA 22213  
 (iv) Previous Bus. (within 2 yrs.) Same as present  
 (g) OCCUPATION(S) (i) Present RECORDS CLERK  
 AND DUTIES? (ii) Previous (within 2 yrs.) Same as present  
 (h) TELEPHONE NUMBER? (703) 560-0058 Best time to call between 8 A.M. - 5 P.M. (Eastern Time)? A.M. 5 P.M.  
 (g) Prelim. Term to Pol. Date (if a date shown here, Ques. 3 not applicable) 19
2. (a) PLAN? IPT (mode) premiums of \$  
 (b) FACE AMOUNT? \$100,000 AND/OR scheduled (level) ☐ Option 2 (increasing) ☐  
 (c) (NYLIAC ADJUSTABLE LIFE ONLY) (i) Life Insurance Benefit? Option 1 (level) ☐ Option 2 (increasing) ☐  
 (ii) Initial Premium? \$ (Answer only if initial and scheduled premiums are different.)  
 (iii) Maturity Date? (Age 95 anniversary, unless earlier date shown here.) Yr. \$  
 (d) RIDERS? ADB \$100,000 TERM ☐ RT ☐ ADT ☐ MP ☐ % Units (See Q. 10)  
 WP (MDW) ☒ PPO (GIR) \$ FAMILY ☐ SCI ☐ CI ☐  
 OPP ☐ CPB ☐ (See Q. 19) OCI ☐ (See Q. 19) Other ☐  
 (e) DIV. OPTION? (NYLIC only) Pd-up Addn. ☐ Accum. ☐ Prem. ☐ Cash ☐ WL Addn. ☐ & 1 Yr. Term ☐  
 (f) Other Life Insurance on Prop. Insured? (If none, enter "0") In Force \$10053 Pending \$0  
 (h) Split-Dollar Endorsement Basic ☐ Estate ☐  
 Contrib. ☐ Non-Contrib. ☐  
 (i) "Non-Transferable" ☐  
 (j) Pension Option ☐  
 (k) Automatic Option at Lapse is Reduced Paid-up Insurance ☐
3. TAX-QUALIFIED? (a) CANADA: R.S.P. (Sec. 146) ☐ Del. Profit-Sharing (Sec. 147) ☐  
 (b) U.S.: Keogh ☐ (Ltd. Jt. Control with Applicant ☐ Pension Trust ☐ TSA ☐ Other
4. PREMIUM MODE? Ann ☐ Semi ☐ Qrtly ☐ C-O-M-B ☐ Nyl-A ☐ KPA ☐ PTA ☐ TSA ☐ Other
5. POLICY DATE? If no "other date" is shown, policy date is: (a) later date of Part I and any required Part II, if cash paid with Part I; (b) the policy's date of issue, if cash not paid; or (c) the option date, if insurability option being exercised. Other Date: 19
6. REPLACEMENT? Is the policy applied for intended to replace, in whole or in part, any existing insurance or annuity? Yes ☐ No ☒  
 If "Yes": (a) Company? (b) Policy number, if known? (c) Termination date?  
 (c) Plan? (d) Amount replaced? (e) Termination date?
7. BENEFICIARY? (Subject to change. Complete (a), (b), or (c), as applicable.)  
 (a) 1st: Spouse (b) For SCI or CI: Standard ☐ CI Special Standard ☐ (give spouse's full name)  
 2nd: Children born of Insured's marriage to spouse named above.  
 (c) Give Full Name and Relationship to Proposed Insured.  
 ① PHUC - THE NGUYEN - DAUGHTER  
 ② MINH - CHAU NGUYEN - DAUGHTER
8. CURRENT HEALTH? Answer, so far as known, for all persons proposed for coverage in Questions 1, 10 and 19.  
 If answer to Ques. 8(a) would be "Yes" for any such person, do not include that person in this application.  
 If "Yes" to Ques. 8(b) or 8(c), cash can not be paid and an application Part II must be completed for that person in all cases.  
 (a) Is any such person in a hospital or other medical facility or unable to be actively at work or to attend school?  
 (b) Has any such person been in a hospital or other medical facility for more than a total of 5 days within the last 2 years?  
 (c) Is any such person consulting with, or intending to consult with, a physician for any illness, or for symptoms of undiagnosed origin? (Do not include colds, minor virus infections, minor injuries, or normal pregnancy.)
9. (a) Answer if cash intended to be paid with this application. Is it agreed that cash will be received subject to the terms of the attached receipt, that any coverage will be provided only as stated in the attached receipt and only if all conditions to coverage are met, and that any such coverage will be temporary and limited in amount?  
 If "No", or if Questions 8(b) or 8(c) are answered "Yes", cash can not be paid.  
 (b) CASH PAID? \$2,000 (If amending application, cash previously paid: \$)

OR 555449

APPLICATION PART I (Continued)

41-427-174

10. ANSWER IF APPLYING FOR FAMILY INSURANCE COVERAGE (SCI or CI) ON SPOUSE OR CHILDREN (also answer Questions 13-16).  
(a) Spouse, Unmarried Dependent Children Residing with Prop. Insured? (b) Relationship to Prop. Insured? (c) Born Mo., Day, Yr.?

11. ANSWER FOR ANY PROPOSED OR OTHER COVERED INSURED UNDER 14 YRS. 6 MOS. (explain any "No" in Ques. 18).  
(a) Is Applicant a parent or legal guardian of Proposed Insured or Other Covered Insured (attach proof of guardianship)? Yes No  
(b) Is Applicant employed and providing Proposed Insured's or Other Covered Insured's main support? Yes No  
(c) Is all life insurance in force and pending on Applicant and Spouse at least 2 times that on Proposed or Other Insured? Yes No  
(d) Are all other children in family insured or to be insured for an amount at least equal to that on Prop. or Other Insured? Yes No
12. ANSWER IF ISSUE AGE OF PROPOSED OR OTHER COVERED INSURED (SEE QUES. 19) WOULD BE 20 OR OVER ON POLICY DATE.  
Has Prop. Insured or Other Covered Insured smoked in last 12 months? Prop. Insured: Yes ☐ No ☒ Other Covered Insured: Yes ☐ No ☐  
Last Smoked Cigarettes Never Smoked Cigarettes  
If "Yes", indicate: Pipe Cigars Cigarettes If "No", indicate:  
For Proposed Insured ☐ ..... packs per ..... For Proposed Insured Mo. .... Yr. ....  
For Other Insured ☐ ..... packs per ..... For Other Insured Mo. .... Yr. ....

13. ANSWER, SO FAR AS KNOWN, FOR ALL PERSONS PROPOSED FOR COVERAGE IN QUESTIONS 1, 10 AND 19.  
Within last 2 years, has any such person:

- (a) piloted an aircraft, driven a motorcycle or snowmobile, engaged in motorized racing, scuba or sky diving, hang-gliding, ballooning, ultralight flying, mountaineering, or rodeo riding, or does any such person intend to do so? Yes No  
If "Yes", submit Form 7663 and give name if not Prop. Insured: ☐ ☒  
(b) been arrested (not counting dismissed charges) or had his or her driver's license suspended or revoked? ☐ ☒  
If "Yes", submit Confidential Form 17480 and give name if not Prop. Insured: ☐ ☒  
(c) been declined for issue, reinstatement, or renewal of any type of Life or Health Insurance? ☐ ☒  
If "Yes", give name, company, and reason, if known: .....

ANSWER QUESTIONS 14-17, SO FAR AS KNOWN, FOR ANY PERSON PROPOSED FOR COVERAGE FOR WHOM UNDERWRITING IS REQUIRED, BUT AN APPLICATION PART II IS NOT INDICATE THE PERSONS FOR WHOM THOSE QUESTIONS ARE BEING ANSWERED:  
PROPOSED INSURED (O. 1) ☐ OTHER COVERED INSURED (Q. 19) ☐ SPOUSE OR CHILDREN (O. 10) ☐ CPB APPLICANT (O. 19) ☐

14. In last 10 years, has any such person: (If "Yes" to (a) or (b), give name, reason, dates, doctors, addresses in Ques. 18.) Yes No  
(a) had or been treated for heart trouble, stroke, cancer, tumor, epilepsy, or convulsions? ☐ ☒  
(b) received disability payments or been disabled for one month or more? ☐ ☒  
15. In last 2 years, has any such person had or been treated for: (If "Yes" to (a) or (b), give name and full details in Ques. 18.) Yes No  
(a) elevated blood pressure, heart murmur, irregular pulse, abnormal electrocardiogram, or diabetes? ☐ ☒  
(b) any lung, kidney, liver, pancreas, intestinal, circulatory, blood, brain, nervous system, or back disorder? ☐ ☒  
16. In last 5 years, has any such person: (If "Yes" to (a) or (b), submit Conf. Form 17480 and give name if not Prop. Insured in Q. 18.) Yes No  
(a) because of the use of alcohol or drugs, been counselled, treated, or hospitalized, or been absent from work or school? ☐ ☒  
(b) had any psychiatric, emotional, or mental health condition for which medical treatment or hospitalization was advised? ☐ ☒  
17. (a) Proposed Insured's height and weight? 5 ft. 3 in., 144 lbs. (b) Other Covered Insured or CPB Applicant? ..... ft. .... in. .... lbs.

18. GIVE FULL DETAILS (INCLUDING NAME OF PERSON IF NOT PROP. INSURED) FOR EACH "YES" ANSWER TO QUESTIONS 14 AND 15. ALSO USE THIS SPACE FOR ANY OTHER ADDITIONAL DETAILS AND SPECIAL REQUESTS (indicate Question Number, if applicable).



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## APPLICATION PART I (Continued)

41 427 174

APPLICANT (IF NOT PROPOSED INSURED), CPB APPLICANT OR OTHER COVERED INSURED?

(a) Full Name & Relationship to Prop. Insured: \_\_\_\_\_ Mail Address \_\_\_\_\_  
 (b) Address: Same as — Ques. 1 Res. ☐ Ques. 1 Bus. ☐ Other (incl. Zip or Postal Code & Name of Employer) \_\_\_\_\_ Res. ☐  
 Residence \_\_\_\_\_ Bus. ☐  
 Business \_\_\_\_\_

(c) ANSWER IF PERSON NAMED IN QUES. 19(a) IS CPB APPLICANT OR OTHER COVERED INSURED.  
 Note: CPB Applicant or Other Covered Insured is a "person proposed for coverage." Answer Ques. 12-17, as applicable, for that person.  
 (i) Birth Date? Mo. \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_ (ii) Sex? M ☐ F ☐  
 (iii) Soc. Sec. (Ins.) No. ? \_\_\_\_\_ (iv) State (Prov.) & Country of Birth? \_\_\_\_\_  
 (v) Occupation(s) Present \_\_\_\_\_ and Duties? Previous (within 2 yrs.) \_\_\_\_\_ Pending \$ \_\_\_\_\_  
 (vi) Amount of Insurance applied for if Other Covered Insured? \$ \_\_\_\_\_ In Force \$ \_\_\_\_\_  
 (vii) Other Life Insurance on Other Covered Insured? (If none, enter "0.") In Force \$ \_\_\_\_\_ Pending \$ \_\_\_\_\_

20. OWNER NOT THE PROPOSED INSURED (if a corporation, give place and year incorporated).  
 (a) OWNER? (Prop. Insured will be the Owner unless otherwise indicated.) Applicant ☐  
 Other (Full Name & Relationship to Prop. Insured) \_\_\_\_\_  
 (b) Mail Address? As indicated in Ques. 1 & 19(b) ☐ Other \_\_\_\_\_  
 (c) Soc. Sec. (Ins.) or Tax No. ? \_\_\_\_\_  
 (d) SUCCESSOR OWNER? Prop. Insured ☐ Other \_\_\_\_\_

21. AMENDING APPLICATION PREVIOUSLY SUBMITTED.  
 Since the date the application for the policy (including any Part II) has been completed, has any person proposed for coverage:  
 (a) been admitted to a hospital, sanitarium, or other medical facility? Yes ☐ No ☐ If "Yes" to (a), submit a new application Part II.  
 (b) had any illness, or consulted any physician or practitioner for any reason? Yes ☐ No ☐ If "Yes" to (b), give full details in Ques. 18.

22. EXERCISING A GUARANTEED INSURABILITY OPTION.  
 (a) Option Date? \_\_\_\_\_ 19 \_\_\_\_\_ (b) Scheduled Option Date ☐ Alternate Option Date ☐  
 (c) If Alternate Option Date: date of marriage ☐ birth ☐ adoption ☐? Mo. \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

23. EXERCISING CONVERSION PRIVILEGE FROM INDIVIDUAL COVERAGE TO PERMANENT INSURANCE.  
 The Insurer is requested to:  
 (a) ISSUE the policy applied for on (check one): Attained Age Basis ☐ Original Age Basis ☐ and  
 (b) TERMINATE OR MODIFY the following, when the policy applied for takes effect, in the policy(ies) listed on page 1 of application:  
 (i) All coverage on: term policy ☐ term rider ☐ 1 Yr. Term Dividend Option ☐ life of covered family member ☐  
 (ii) Part of the insurance on: term policy (with pro rata reduction of any ADB) ☐ term rider ☐ and reduce the amount of insurance on the term policy or rider to \$ \_\_\_\_\_  
 Answer only if the coverage to be converted includes Waiver of Premium Benefit: Does the Insured have any disability which prevents him or her from being actively at work or attending school? Yes ☐ No ☐ If "Yes", give dates and details in Ques. 18.

## THOSE PERSONS WHO SIGN BELOW AGREE THAT:

1. All of the statements which are part of the application are correctly recorded, and are complete and true to the best of the knowledge and belief of those persons who made them.
2. No agent or medical examiner has any right to accept risks, make or change contracts, or give up any of NYLIC's or NYLIAC's rights or requirements.
3. "Cash Paid" with the application, with respect to a new policy or additional benefit, provides a limited amount of temporary coverage for up to 60 days, if the terms and conditions of the receipt are met. Temporary coverage is not provided if a policy or benefit is applied for under the terms of a conversion privilege or a guaranteed insurability option, or if reinstatement is applied for.

4. To put a policy or benefit issued in response to this application in force, the policy or written evidence of the benefit must be delivered to the Applicant and the full first premium paid while all persons to be covered are living. If temporary coverage, with respect to a policy or benefit, is not in effect at time of delivery, there must not have been any material change in the insurability of those persons, as described by the statements in the application; this means that these statements must still be complete and true if made at that time.

However, if the policy or benefit is being applied for under the terms of a conversion privilege or guaranteed insurability option, and NYLIC's or NYLIAC's approval is not required to put it in force, the policy or benefit will take effect as soon as the requirements of that privilege or option have been met.

Dated at Virginia \_\_\_\_\_ 19 83  
 on 11/23 \_\_\_\_\_  
 I certify I have truly and accurately recorded all answers given to me.

Witness [Signature] \_\_\_\_\_ Agent \_\_\_\_\_

Countersigned by Licensed resident agent (if required)

(X) [Signature] \_\_\_\_\_ Signature of Applicant

Signature of Proposed Insured if other than Applicant

Spouse, Other Covered Insured or Other Required Signature

41 427 174

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APPLICATION PART I (Continued)

APPLICANT (IF NOT PROPOSED INSURED), CPB APPLICANT OR OTHER COVERED INSURED?

(a) Full Name & Relationship to Prop. Insured: \_\_\_\_\_

(b) Address: Same as — Ques. 1 Res. ☐ Ques. 1 Bus. ☐ Other (incl. Zip or Postal Code & Name of Employer) \_\_\_\_\_ Mail Address Res. ☐ Bus. ☐

(c) ANSWER IF PERSON NAMED IN QUES. 19(a) IS CPB APPLICANT OR OTHER COVERED INSURED.  
 Note: CPB Applicant or Other Covered Insured is a "person proposed for coverage." Answer Ques. 12-17, as applicable, for that person.  
 (i) Birth Date? Mo. \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_ (ii) Sex? M ☐ F ☐  
 (iii) Soc. Sec. (Ins.) No.? \_\_\_\_\_ (iv) State (Prov.) & Country of Birth? \_\_\_\_\_  
 (v) Occupation(s) Present \_\_\_\_\_ and Duties? Previous (within 2 yrs.) \_\_\_\_\_ Pending \$ \_\_\_\_\_  
 (vi) Amount of Insurance applied for if Other Covered Insured? (If none, enter "0.") In Force \$ \_\_\_\_\_  
 (vii) Other Life Insurance on Other Covered Insured? (If none, enter "0.") In Force \$ \_\_\_\_\_

20. OWNER NOT THE PROPOSED INSURED (If a corporation, give place and year incorporated).  
 (a) OWNER? [Prop. Insured will be the Owner unless otherwise indicated.] Applicant ☐  
 Other (Full Name & Relationship to Prop. Insured) \_\_\_\_\_  
 (b) Mail Address? As indicated in Ques. 1 ☐ 19(b) ☐ Other \_\_\_\_\_  
 (c) Soc. Sec. (Ins.) or Tax No.? \_\_\_\_\_  
 (d) SUCCESSOR OWNER? Prop. Insured ☐ Other \_\_\_\_\_

21. AMENDING APPLICATION PREVIOUSLY SUBMITTED.  
 Since the date the application for the policy (including any Part II) has been completed, has any person proposed for coverage:  
 (a) been admitted to a hospital, sanitarium, or other medical facility? Yes ☐ No ☐ If "Yes" to (a), submit a new application Part II.  
 (b) had any illness, or consulted any physician or practitioner for any reason? Yes ☐ No ☐ If "Yes" to (b), give full details in Ques. 18.

22. EXERCISING A GUARANTEED INSURABILITY OPTION.  
 (a) Option Date? \_\_\_\_\_, 19 \_\_\_\_\_ (b) Scheduled Option Date ☐ Alternate Option Date ☐  
 (c) If Alternate Option Date: date of marriage ☐ birth ☐ adoption ☐ Mo. \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

23. EXERCISING CONVERSION PRIVILEGE FROM INDIVIDUAL COVERAGE TO PERMANENT INSURANCE.  
 The insurer is requested to:  
 (a) ISSUE the policy applied for on (check one): Attained Age Basis ☐ Original Age Basis ☐ and  
 (b) TERMINATE OR MODIFY the following, when the policy applied for takes effect, in the policy(ies) listed on page 1 of application:  
 (i) All coverage on: term policy ☐ term rider ☐ 1 Yr. Term Dividend Option ☐ life of covered family member ☐  
 (ii) Part of the insurance on: term policy (with pro rata reduction of any ADB) ☐ term rider ☐ and reduce the amount of insurance on the term policy or rider to \$ \_\_\_\_\_  
 Answer only if the coverage to be converted includes Waiver of Premium Benefit: Does the insured have any disability which prevents him or her from being actively at work or attending school? Yes ☐ No ☐ If "Yes", give dates and details in Ques. 18.

THOSE PERSONS WHO SIGN BELOW AGREE THAT:

- All of the statements which are part of the application are correctly recorded, and are complete and true to the best of the knowledge and belief of those persons who made them.
- No agent or medical examiner has any right to accept risks, make or change contracts, or give up any of NYLIC's or NYLIAC's rights or requirements.
- "Cash Paid" with the application, with respect to a new policy or additional benefit, provides a limited amount of temporary coverage for up to 60 days, if the terms and conditions of the receipt are met. Temporary coverage is not provided if a policy or benefit is applied for under the terms of a conversion privilege or a guaranteed insurability option, or if reinstatement is applied for.

4. To put a policy or benefit issued in response to this application in force, the policy or written evidence of the benefit must be delivered to the Applicant and the full first premium paid while all persons to be covered are living. If temporary coverage, with respect to a policy or benefit, is not in effect at time of delivery, there must not have been any material change in the insurability of those persons, as described by the statements in the application; this means that these statements must still be complete and true if made at that time.

However, if the policy or benefit is being applied for under the terms of a conversion privilege or guaranteed insurability option, and NYLIC's or NYLIAC's approval is not required to put it in force, the policy or benefit will take effect as soon as the requirements of that privilege or option have been met.

Dated at Virginia 19 83  
 on 11/23  
 I certify I have truly and accurately recorded all answers given to me.  
 Witness [Signature] Agent  
 Countersigned by Licensed resident agent (if required) \_\_\_\_\_  
 Signature of Applicant [Signature]  
 Signature of Proposed Insured if other than Applicant \_\_\_\_\_  
 Spouse, Other Covered Insured or Other Required Signature \_\_\_\_\_

PARAMED.

☐ NEW YORK LIFE INSURANCE COMPANY  
51 Madison Ave., New York, N.Y. 10010  
☐ NEW YORK LIFE INSURANCE AND ANNUITY CORPORATION (A Delaware Corp.)  
Executive Office — 372 Park Ave. South, New York, N.Y. 10010

Policy Number 41 427 174  
(if known)

Answers to Paramedical Examiner forming Part II of  
Application for Insurance. Complete this form in private.

1. a. Full Name of Person Examined: Mich-Tho Khue  
b. Date of Birth: Mo: 01 Day: 12 Yr: 39  
2. Personal Physician a. Name: None  
(If none, or if not consulted in last 5 yrs., so state.) b. Address: None  
c. Last consulted: Date: None Reason: None  
d. Treatment: Type: None Medication: None

Give the following information, so far as known, for the person being examined. If "Yes" to any question, give full details in Ques. 11.

3. During the past 10 years has such person consulted a physician or practitioner for, or been treated for, or had  
a. elevated blood pressure, rheumatic fever, heart murmur, Yes ☐ No ☒  
b. chest pain, angina, heart trouble, stroke or irregular pulse? ☐ ☒  
c. diabetes, anemia, thyroid or other gland or blood disorder? ☐ ☒  
d. asthma, bronchitis, emphysema, tuberculosis, coughing of blood, or nose, throat, lung or other respiratory disorder? ☐ ☒  
e. ulcer, gall bladder disease, colitis, pancreatitis, internal bleeding, hernia or other digestive or intestinal trouble? ☐ ☒  
f. hepatitis, cirrhosis or other liver trouble? ☐ ☒  
g. kidney or urinary tract stone, infection, or other disorder; sugar, albumin, blood or pus in urine? ☐ ☒  
h. psychiatric, emotional or mental health condition requiring medication or hospitalization? ☐ ☒  
i. epilepsy, convulsions, dizziness, loss of consciousness, frequent headaches or other nervous system disorder? ☐ ☒  
j. cancer, tumor, cyst, allergy, eye, ear or skin disorder? ☐ ☒  
k. hemorrhoids, varicose veins, phlebitis, circulatory disorder? ☐ ☒  
l. arthritis, rheumatism, sciatica, gout or other disorder of muscles, bones, joints, back or spine? ☐ ☒  
m. (if a male) disorder of prostate or reproductive organs? ☐ ☒  
n. (if a female) disorder of pelvic organs, breasts, menses or pregnancy, or is she now pregnant? ☐ ☒  
4. During the past 10 years has such person been counselled, Yes ☐ No ☒  
treated, or hospitalized for the use of alcohol or drugs? ☐  
5. Has such person, for physical or mental health reasons, ever  
a. received disability benefits, compensation or pension? ☐ ☒  
b. been rejected for, or discharged from, military service? ☐ ☒  
6. Is such person disabled, deformed, paralyzed, blind, deaf, physically or mentally handicapped, or an amputee? ☐ ☒  
7. Other than as stated, has such person within past 5 years  
a. been treated or had surgery in a hospital or other facility? ☐ ☒  
b. had an electrocardiogram, x-ray or other diagnostic test? ☐ ☒  
c. been advised to have any treatment, surgery or diagnostic test which was not completed? ☐ ☒  
8. Other than as stated, has such person within past 5 years had any illness or consulted any physician or practitioner for any reason, including routine or checkup examination? ☐ ☒  
9. Any history of diabetes, hypertension, angina, heart trouble or stroke before age 60 among natural parents, brothers or sisters? If "Yes", give relationship, age at onset and subsequent history. ☐ ☒  
10. Has such person, in last 12 months, lost 10 or more pounds or, if under 14 years 6 months, lost or failed to gain weight? If "Yes", give amount and cause of loss or cause of failure to gain, and number of months at present weight in Ques. 11. ☐ ☒

11. GIVE FULL DETAILS FOR EACH "YES" ANSWER IN QUESTIONS 3-10

a. Ques. No.	b. Reason — nature and severity of condition? (Include frequency, treatment, medication, surgery and results)	c. Onset? Mo. Yr.	d. Recovery? Mo. Yr.	e. Names and Addresses of Physicians, Hospitals or Medical Facilities?
3b	1938 - Routine PE, Arlington County Health Dept, Edison St, Arlington VA. Chest X-ray, EKG, blood chem. & urinalysis all normal.			

THE UNDERSIGNED DECLARE THAT, to the best of their knowledge and belief, all answers given in this Part II are correctly recorded, complete and true.

Dated at Falls Church on 11/19, 1983  
I certify I have truly and accurately recorded all answers given to me.

Witnessed by Johnnie G. S. S.  
Signature & title of person completing Questionnaire

Signature of person examined  
Signature of Parent or Guardian, if person examined is under 14 years 6 months

**NEW YORK LIFE INSURANCE COMPANY      51 MADISON AVENUE, NEW YORK, N.Y. 10010**

*A Mutual Company Founded in 1845*

CONVERTIBLE TERM POLICY AS SHOWN UNDER PLAN.  
RENEWABLE EACH YEAR AFTER AGE 70 AS STATED IN PREMIUMS SECTION.  
PREMIUMS PAYABLE AS SHOWN IN PREMIUM SCHEDULE, WITH PREMIUMS  
IN SECOND AND LATER POLICY YEARS SUBJECT TO CHANGE.  
THIS POLICY IS ELIGIBLE FOR DIVIDENDS.

982-135

**TABLE OF GUARANTEED VALUES**

(These values do not include dividend values nor reflect an unpaid loan)

End of Policy Year	CASH VALUE	ALTERNATIVES TO CASH VALUE		End of Policy Year
		PAID-UP INSURANCE	or EXTENDED INSURANCE	
	THIS POLICY PROVIDES NO GUARANTEED VALUES, UNLESS IT IS CONVERTED TO A LIFE OR ENDOWMENT POLICY. (SEE CONVERSION PROVISIONS)			