

## Variable Annuity Series

### Direct Transfer/Contract Exchange or Direct Rollover of TSA Assets to Another Carrier

**Express Mail:**  
AXA Equitable  
EQUI-VEST Processing Office  
100 Madison St., Suite 1000  
Syracuse, N.Y. 13202

**Regular Mail:**  
AXA-Equitable  
EQUI-VEST Processing Office  
P.O. Box 4956  
Syracuse, N.Y. 13221

**Fax Number:**  
(201) 583-2683



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

#### 1. Owner's Information (Please Print)

Certificate/Contract Number		Daytime Phone Number
Owner/Annuitant's Name		Social Security Number (last 4 digits only)
Address Number and Street		Apt/Suite/Floor
City	State	Zip Code

Please check if this is an Address Change.

#### 2A. Type of Transaction Check One Transaction

##### 1. Direct Transfer:

- TSA to TSA** — Direct plan-to-plan transfer from one 403(b) Plan to another 403(b) Plan. Both your former employer (or plan administrator or other authorized person) and your current employer (or plan administrator or other authorized person) will need to authorize this transaction in Section 5B.

##### 2. Contract Exchange:

- TSA to TSA** — Contract exchange from one TSA annuity contract to another Internal Revenue Code Section 403(b) annuity contract (including a 403(b)(7) custodial account) within the same plan. We will need the authorization of the employer which sponsored your TSA contract, unless AXA Equitable has been provided with documentation as to approved providers from the employer and the transferee provider is included in such documentation. See Section 5B.

##### 3. Direct Rollover from TSA:

- Direct Rollover** in accordance with Internal Revenue Code Sections 401(a)(31), 402, 403(b) and other applicable tax rules from a TSA annuity contract into another eligible retirement plan for example, a traditional IRA. The employer (or plan administrator or other authorized person) sponsoring the plan which is the source of funds, will need to authorize this transaction in Section 5B. If the funds are going to an eligible retirement plan which is not an IRA, your current employer (or plan administrator or other authorized person) will also need to authorize this transaction in Section 5B. **Note:** We cannot process this request if funds are subject to withdrawal restrictions.

##### **Destination of Funds — Indicate Type of Retirement Plan:**

- Qualified Plan     IRA     Governmental 457 EDC     TSA

##### 4. Rollover Conversion from TSA:

- Rollover Conversion to Roth IRA** — Conversion rollover from a TSA annuity contract into a Roth IRA issued by another carrier. The employer (or plan administrator or other authorized person) sponsoring the plan which is the source of funds will need to authorize this transaction in Section 5B. **Note:** We cannot process this request if funds are subject to withdrawal restrictions.

**2B. Amount to be Transferred/Exchanged or Rolled Over\*** (Check One Box Only)

**Partial Transfer/Exchange or Rollover** of \$ \_\_\_\_\_. (A minimum Annuity Account Value must remain in the Contract. See the prospectus for details.)  
 If you wish specific dollar amounts to be withdrawn from the Guaranteed Interest Option and/or the Variable Investment Options, complete below. If you do not complete this section, amounts will be withdrawn on a pro rata basis.

<b>Guaranteed-Fixed</b>	\$ _____ EQ/Lord Abbett Growth and Income (02*)	\$ _____ EQ/International Growth (26*)
\$ _____ Guaranteed Interest Option (A1*)		\$ _____ EQ/Oppenheimer Global (6A*)
<b>Asset Allocation</b>	\$ _____ EQ/Lord Abbett Large Cap Core (05*)	\$ _____ Multimanager International Equity (65*)
<b>AXA Allocation</b>	\$ _____ EQ/Montag & Caldwell Growth (34*)	
\$ _____ AXA Aggressive Allocation (18*)	\$ _____ EQ/T. Rowe Price Growth Stock (32*)	<b>Investment Grade Bonds</b>
\$ _____ AXA Conservative Allocation (15*)	\$ _____ EQ/UBS Growth and Income (35*)	\$ _____ EQ/Core Bond Index (96*)
\$ _____ AXA Conservative-Plus Allocation (16*)	\$ _____ EQ/Van Kampen Comstock (07*)	\$ _____ EQ/Global Bond PLUS (47*)
\$ _____ AXA Moderate Allocation (T4*)	\$ _____ Multimanager Aggressive Equity (T2*)	\$ _____ EQ/Intermediate Government Bond Index (T1*)
\$ _____ AXA Moderate-Plus Allocation (17*)	\$ _____ Multimanager Large Cap Core Equity (57*)	\$ _____ EQ/Long Term Bond (27*)
<b>Target Allocation</b>	\$ _____ Multimanager Large Cap Growth (56*)	\$ _____ EQ/PIMCO Ultra Short Bond (28*)
\$ _____ Target 2015 Allocation (6G*)	\$ _____ Multimanager Large Cap Value (58*)	\$ _____ EQ/Quality Bond PLUS (TQ*)
\$ _____ Target 2025 Allocation (6H*)	<b>Mid Cap Stocks</b>	\$ _____ EQ/Short Duration Bond (29*)
\$ _____ Target 2035 Allocation (6I*)	\$ _____ EQ/Mid Cap Index (55*)	\$ _____ Multimanager Core Bond (69*)
\$ _____ Target 2045 Allocation (6J*)	\$ _____ EQ/Mid Cap Value PLUS (79*)	<b>High Yield Bonds</b>
<b>Other Asset Allocation</b>	\$ _____ EQ/Lord Abbett Mid Cap Value (06*)	\$ _____ EQ/Caywood-Scholl High Yield Bond (24*)
\$ _____ EQ/AXA Franklin Templeton Founding Strategy Core (6P*)	\$ _____ EQ/Van Kampen Mid Cap Growth (08*)	\$ _____ Multimanager Multi-Sector Bond (TH*)
<b>Large Cap Stocks</b>	\$ _____ Multimanager Mid Cap Growth (59*)	<b>Cash Equivalents</b>
\$ _____ EQ/AXA Mutual Shares Core (6F*)	\$ _____ Multimanager Mid Cap Value (61*)	\$ _____ EQ/Money Market (T3*)
\$ _____ EQ/BlackRock Basic Value Equity (81*)	<b>Small Cap Stocks</b>	<b>Sector/Specialty</b>
\$ _____ EQ/Boston Advisors Equity Income (33*)	\$ _____ EQ/AllianceBernstein Small Cap Growth (TP*)	\$ _____ EQ/AXA Franklin Income Core (6C*)
\$ _____ EQ/Calvert Socially Responsible (92*)	\$ _____ EQ/AXA Franklin Small Cap Value Core (6E*)	\$ _____ EQ/AXA Rosenberg Value Long/Short Equity (22*) <sup>(1)(2)</sup>
\$ _____ EQ/Capital Guardian Growth (74*)	\$ _____ EQ/GAMCO Small Company Value (37*)	\$ _____ EQ/GAMCO Mergers and Acquisitions (25*)
\$ _____ EQ/Capital Guardian Research (86*)	\$ _____ EQ/Small Company Index (97*)	\$ _____ EQ/Van Kampen Real Estate (6S*)
\$ _____ EQ/Common Stock Index (T1*)	\$ _____ EQ/Small Company Index II (6B*)	\$ _____ Multimanager Health Care (68*)
\$ _____ EQ/Common Stock Index II (6R*)	\$ _____ Multimanager Small Cap Growth (36*)	\$ _____ Multimanager Technology (67*)
\$ _____ EQ/Davis New York Venture (6Q*)	\$ _____ Multimanager Small Cap Value (91*)	
\$ _____ EQ/Equity 500 Index (TE*)	<b>International Stocks/Global</b>	
\$ _____ EQ/Focus PLUS (94*)	\$ _____ EQ/AllianceBernstein International (TN*)	
\$ _____ EQ/Evergreen Omega (83*)	\$ _____ EQ/AXA Templeton Growth Core (6D*)	
\$ _____ EQ/JPMorgan Value Opportunities (72*)	\$ _____ EQ/BlackRock International Value (73*)	
\$ _____ EQ/Large Cap Core PLUS (85*)	\$ _____ EQ/Global Multi-Sector Equity (78*)	
\$ _____ EQ/Large Cap Growth Index (82*)	\$ _____ EQ/International Core PLUS (88*)	
\$ _____ EQ/Large Cap Growth PLUS (77*)		
\$ _____ EQ/Large Cap Value Index (49*)		
\$ _____ EQ/Large Cap Value PLUS (89*)		

\* The number in parenthesis is shown for data input only. <sup>1</sup> Not available for EQUI-VEST Strategies.  
<sup>2</sup> Not available for participants in public school markets in Texas.

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

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

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

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

\* Applicable withdrawal charges will be deducted when the transfer/exchange or rollover is processed. If you have an outstanding loan balance on your annuity contract, this may adversely affect your ability to transfer/exchange or roll over funds. Please consult your tax adviser. TSA funds subject to the Internal Revenue Code 403(b)(11) withdrawal restrictions cannot be directly rolled over unless an Internal Revenue Code exception applies. Contact the appropriate processing office for details.

**3. Acceptance of Transfer/Exchange or Rollover****To be completed by successor fiduciary**

This section must be completed by the issuer of the Internal Revenue Code Section 403(b) annuity contract or 403(b)(7) custodial account that will receive the direct TSA transfer/contract exchange or other eligible retirement plan that will receive the direct rollover (generally "successor fiduciary").

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

The amount specified in Section 2B should be sent directly to:

\_\_\_\_\_  
Name of Successor Fiduciary

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip Code

\_\_\_\_\_  
Contact Person or Attention of (Department)

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Contract Number

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

- The transferred/exchanged TSA funds will be applied to an Internal Revenue Code Section 403(b) annuity contract as provided in Treas. Reg. Sec. 403(b)-10 with the approval of the employer.

If this is a direct transfer/contract exchange the successor fiduciary acknowledges:

- the contract issued or exchanged from the AXA Equitable 403(b) contract will be a 403(b) contract or 403(b)(7) custodial account on behalf of the owner named in Section 1.
- the successor fiduciary (named above) and the Current Employer named in Section 5B have agreed to enter into an information sharing agreement before January 1, 2009 within the meaning of Treas. Reg. Sec. 403(b)-10.

- This direct rollover will be applied to an eligible retirement plan within the meaning of Internal Revenue Code Section 402(c)(8)(B) and the plan accepts this kind of rollover.

- This conversion rollover will be applied to a Roth IRA with my new carrier. I understand that AXA Equitable will file Form 1099-R and my new carrier will file Form 5498.

\_\_\_\_\_  
Type or Print Name of Certifying Officer

\_\_\_\_\_  
Certifying Officer's Title

\_\_\_\_\_  
Certifying Officer's Signature

\_\_\_\_\_  
Date

**4. Representations and Acknowledgements** *(To be completed by annuitant/owner, see exception for spouses in 4B.)*

**A. For Direct TSA Transfers/Contract Exchanges**

By my signature below, I acknowledge:

- AXA Equitable has informed me that: the Treasury Department and the IRS have issued final Treasury Regulations under Section 403(b) of the Internal Revenue Code on July 26, 2007 and these regulations will revoke individual-initiated Rev. Rul 90–24 direct transfers from one 403(b) TSA annuity contract to another 403(b) TSA annuity contract as of January 1, 2009. Under Treas. Reg. Sec. 403(b)–10, all 403(b) TSA contracts must be part of an employer plan as of January 1, 2009. If a 403(b) TSA contract is issued after September 24, 2007 as a direct transfer/contract exchange:
  - The plan under which the contract is issued must provide for the transfer;
  - The accumulated benefit under the transferee contract must be at least equal to the accumulated benefit immediately before the transfer; and
  - The issuer of the transferee contract must be an approved provider under the employer’s plan or the employer must have an information sharing agreement established with the issuer of the transferee contract by January 1, 2009.
- If these conditions are not met by January 1, 2009 the 403(b) contract issued in the post-September 24, 2007 transfer/exchange may become taxable at that time and no further tax-free exchanges may be made from that contract to another 403(b) contract. Further, no rollovers may be made from that contract to an eligible retirement plan such as an IRA.

**B. For Direct Rollovers**

By my signature, I represent that:

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

I am eligible to make this direct rollover as:

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

**4. Representations and Acknowledgements**

**C. For Conversion Rollovers**

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

I wish to elect out of withholding. Under penalty of perjury, I certify that the following Taxpayer Identification Number is correct:  S.S.N  E.I.N.  Other \_\_\_\_\_

I wish to have 20% withheld from my conversion amount.

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

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

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

By my signature, I represent that:

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

**D. For All Transactions**

By my signature below, I acknowledge that:

- I am the Owner of the Contract listed in Section 1. If I am not, my interest is derived from a participant in a 403(b) plan and the employer or Plan Administrator has approved this transaction in Section 5B;
- Withdrawal charges as specified in the Contract may be imposed on the Annuity Account Value of my Annuity Contract prior to this transaction and, acknowledge that it may not be in my best interest to begin a new withdrawal charge schedule under a new Contract or other arrangement with the Successor Fiduciary;
- Any higher investment return which may occur as a result of this transaction may be outweighed by applicable withdrawal charges assessed against the Annuity Account Value of my Annuity Contract specified in Section 1;
- I understand that I am responsible for determining my eligibility to transfer/exchange or roll over within the limits set forth by tax laws, related regulations and plan agreements. I assume responsibility for any tax consequences or penalties that may apply to the transfer/exchange or roll over of my assets.
- AXA Equitable has not given me tax advice in connection with this transaction and has directed me to consult with my own tax or legal adviser and, I hold AXA Equitable harmless from any income or excise tax liability, including penalties, negative investment experience and interest as a result of this transaction.
- AXA Equitable will deduct a \$25 processing fee from my EQUI-VEST TSA Advantage, EQUI-VEST Vantage or EQUI-VEST Strategies Contract, if it is a rollover or direct transfer from a TSA under the EQUI-VEST Series 600 or 900 Contracts.
- I understand that the direct transfer/exchange or direct rollover will be effective on the date that this form, properly completed with all required signatures is received at AXA Equitable's Processing Office. I also understand that upon receipt of the properly completed forms, AXA Equitable has 5 business days to process this request.
- I hereby authorize AXA Equitable to process this direct transfer/contract exchange or direct rollover transaction.

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

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

**5A. Spousal Consent for Plans subject to ERISA**

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

If the Annuitant under the Contract identified in Section 1 is married and is a participant in an Internal Revenue Code Section 403(b) plan which is subject to ERISA, the Annuitant's spouse is entitled to benefits under this arrangement in accordance with the Retirement Equity Act of 1984 ("REA"). Moreover, REA requires that the spouse consents to any direct rollover transaction. Accordingly, one of the following, as applicable, should be completed and witnessed:

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

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

2. I am the current spouse of the above-named Annuitant. By affixing my signature below, I hereby consent to this request for a direct rollover. I further acknowledge and fully understand the consequences of this consent. I acknowledge and understand that I have the right to receive a benefit from the Contract identified in Section 1 which was purchased under a Section 403(b) arrangement, and that I hereby waive such right with respect to the amount being directly rolled over from the Contract.

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

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

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



\_\_\_\_\_  
Title & Signature of Notary Public or Plan Administrator Notary Public – Stamp Here

**5B. Employer/Plan Administrator's Acknowledgement**

**For Direct Plan-to-Plan Transfers and Direct Rollovers only:  
(Signed by Former Employer/Plan Administrator/other authorized person)**

I am the former Employer/Plan Administrator/other authorized person of the individual identified in Section 1 and acknowledge that this transaction is approved under the Employer's 403(b) plan.

\_\_\_\_\_  
Signature of Former Employer/Plan Administrator/other authorized person \_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Former Employer/Plan Administrator/other authorized person \_\_\_\_\_  
Print Title

Separation from Service Date: \_\_\_/\_\_\_/\_\_\_ Vesting %: \_\_\_\_\_

**For all transactions other than a direct rollover to an IRA:  
(Signed by Current Employer/Plan Administrator/other authorized person)**

If this is a 403(b) contract exchange under the plan of an Employer, no specific Employer signature is required if the Employer has given AXA Equitable documentation as to approved providers, and the transferee provider is included in such documentation.

I am the current Employer/Plan Administrator/other authorized person of the individual identified in Section 1 and acknowledge that this transaction is permitted under the Employer's plan and that I approve of this transaction.

If this is a 403(b) contract exchange under the same plan, I further acknowledge that the Employer and the issuer of the transferee's 403(b) contract or 403(b)(7) custodial account agree to enter into an information sharing agreement before January 1, 2009 within the meaning of Treas. Reg. Sec. 403(b)-10.

\_\_\_\_\_  
Signature of Current Employer/Plan Administrator/other authorized person \_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Current Employer/Plan Administrator/other authorized person \_\_\_\_\_  
Print Title