

Lincoln Deferred Fixed and Fixed Indexed Annuities

How to Complete the Application: Form ANF06959DF

Complete the following information as appropriate. The application variation is based on the state in which it is signed (and if the owner is a trust or custodian, it is based on the state in which the Annuitant signed). State-specific versions of the application may vary in appearance. The Agent must be licensed in that state.

Note: Any changes made to the application must be initialed and dated by the applicant.

Be sure to enter the Product Name.

Lincoln Group® Annuity Application The Lincoln National Life Insurance Company (Company, Lincoln) Fort Wayne, Indiana

Instructions: Please type or print. ANY ALTERATIONS TO THIS APPLICATION MUST BE INITIALED BY THE CONTRACT OWNER.

Product being applied for: _____

1a Contract Owner (See Minimum and Maximum age for selected product.)

Full Legal Name of Individual or Trust** _____ SSN/TIN _____ Date of Birth _____

Street Address _____ Home Telephone Number _____

City _____ State _____ Zip _____ Citizen of (Country) _____

Mailing Address (if different than above) _____

City _____ State _____ Zip _____

Trustee Name** _____ Date of Trust _____ Is Trust revocable* Yes No

** Trust document pages are required. Please send document pages that show the Trust's name, Date of the Trust, Grantor Name, and Trustee signatures.

1b Joint Contract Owner, if any (Non-Qualified Market Only.) (See Minimum and Maximum age for selected product.)

Full Legal Name of Individual _____ SSN/TIN _____ Date of Birth _____

Male Female Spouse Non-Spouse

Citizen of (Country) _____ Relationship To Owner _____

2a Annuitant (If no Annuitant is specified, the Contract Owner, or Joint Owner if younger, will be the Annuitant.) (See Minimum and Maximum age for selected product.)

Same as: Owner Joint Owner Other - provide information below

Full Legal Name of Individual _____ SSN/TIN _____ Date of Birth _____

Street Address _____ Home Telephone Number _____

City _____ State _____ Zip _____

Citizen of (Country) _____ Relationship To Owner _____

* "Contract" may be referred to as "Policy" or "Certificate".

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1a. Contract Owner

State the full, legal name of the Owner (no nicknames), or Trust Name, address, Social Security or Tax Identification Number, date of birth, gender and home telephone number. If a Trust is the owner, copies of the Title and Signature Pages of the Trust Document are required. These pages must show the Trust name, Date of the Trust, Trustee Names and their signatures.

Even if the client prefers to use a P.O. Box, a physical address is *required*. Include the P.O. Box on the "Mailing Address" line.

1b: Joint Contract Owner, if any

Complete the full, legal name; *write in the address*, Social Security number, date of birth, gender and home telephone number of the Joint Owner. If there is no Joint Owner, leave blank. Joint Owners may not be named for qualified plan sales.

2a: Annuitant

Complete the name, address, Social Security number, date of birth, gender and home telephone number of the person on whose life the annuity payments are based upon at annuitization.

- If the Annuitant is also the Contract Owner, indicate by checking "Same as Owner."
- If Joint Owners (non-qualified contracts only), the options for Annuitant are:
 - Single Annuitant - the same person shown as Owner in Box 1a.
 - Single Annuitant - the same person shown as Joint Owner in Box 1b.
- Joint Annuitants are not allowed.
- Be sure to include the Annuitant information on any transfer paperwork.

2b. Contingent Annuitant, if any (Only available for *Lincoln Select*SM, *Lincoln MYGuarantee*SM Plus and *Lincoln MYGuarantee*SM)

Full Legal Name of Individual _____ SSN/TIN _____ Date of Birth _____ M F

Street Address _____ Home Telephone Number _____

City _____ State _____ Zip _____

Citizen of (Country) _____ Relationship To Owner _____

3. Beneficiary(ies) of Contract Owner (List additional beneficiaries in Section 8.)
(If submitted separately must be signed and dated by the beneficiary.)
(Use whole percentages and the allocation total must equal 100%.)

Beneficiaries share equally unless otherwise indicated.

Primary Beneficiary(ies)

Full Legal Name of Individual or Trust _____ Relationship to Contract Owner _____
SSN/TIN _____ % or Other _____

Full Legal Name of Individual or Trust _____ Relationship to Contract Owner _____
SSN/TIN _____ % or Other _____

Contingent Beneficiary(ies)

Full Legal Name of Individual or Trust _____ Relationship to Contract Owner _____
SSN/TIN _____ % or Other _____

Full Legal Name of Individual or Trust _____ Relationship to Contract Owner _____
SSN/TIN _____ % or Other _____

4. Type of Annuity Contract (ACORD Form 951 required for Transfers/Exchanges/Rollovers.)

Purchase Payment/Premium amount remitted with application \$ _____

Non-Qualified: 1035 Exchange Transfer of Non-Insurance Accounts Cash

Tax-Qualified: Transfer (to same market) Rollover (to different market) 60-Day rollover Cash (Market at previous carrier _____)

Tax-Qualified Market applying for: Roth IRA Traditional IRA Other _____
(Some Qualified Retirement Plans may require a Hold Harmless Agreement.) (Prior approval required)

Multiple Transfers: Issue the contract with the first piece of money received.
 Issue the contract when all of the money has been received.

2b. Contingent Annuitant, if any
Enter the Contingent Annuitant (if not the Owner or Joint Owner) in this section.

3. Primary Beneficiary
Designate the person(s) to receive the death benefit upon the death of the Owner(s) or Annuitant (under certain conditions), and indicate the relationship to the Owner(s), the beneficiary's Social Security number, and the country in which they live. If the beneficiary is a trust, indicate the name of the Executor or Trustee and the date of the trust. For spousal Joint Owners, the primary beneficiary should be noted as "surviving spouse."
If blank, or if there is information missing, the contract will be issued with the estate as the beneficiary. A change of beneficiary form will be sent with the contract for delivery to the client.

Contingent Beneficiary
Designate the person(s) to receive the death benefit (if any) upon the death of the Owner(s) or Annuitant (under certain conditions) if the Primary Beneficiary(ies) predeceases the Owner/Annuitant. Indicate the relationship to the Owner(s), the Social Security number, and the country in which they live.
Attach additional sheets if necessary (must be signed and dated by the Owner).

4: Type of Annuity Contract
If "cash" with application, enter the premium amount in the first line. *If premium is via a transfer, leave blank.*
Product minimums apply:

<i>Lincoln Classic</i> SM and <i>Lincoln New Directions</i> [®]	\$10,000.
<i>Lincoln Classic</i> SM Flex, <i>Lincoln OptiChoice</i> SM and <i>Lincoln OptiPoint</i> [®]	\$5,000 Non-Qual; \$2,000 Qual
<i>Lincoln Future Point</i> [®]	\$5,000

Check one of the boxes in either the Non-Qualified or Tax-Qualified section. If Tax-Qualified, check the market applied for. Anything *other than* an IRA will require prior approval, and an executed Fixed Annuity Hold Harmless Agreement.

If there are multiple transfers, indicate how to issue the contract: at the first receipt of money, which may result in multiple contracts being issued if this application is for a single premium product, or when all transfers have been received (multiple transfers combined into one new contract at Lincoln). Contract minimums apply.

Enter the approximate amount of the transfer coming to Lincoln. Make sure the anticipated transfer amount meets the product's minimum premium requirement.

Check either "Yes" or "No" for the optional GLWB rider; if "Yes", be sure to include Rider Election Form.

5. Lincoln In-Force or Pending
 Enter any currently owned Lincoln annuity contracts. If none, check the applicable box.

5 Lincoln In-Force or Pending Annuities
 List the total amount of in-force and pending Lincoln annuity contracts. If none, check this box. List additional contracts in Section 8.

Contract Number	Account Value	Product
Contract Number	Account Value	Product
Contract Number	Account Value	Product

6. Replacement Information
“Do you own any existing annuities or life insurance?”
 If “Yes”, a Replacement Form is required for any applications signed in an NAIC state (even if a replacement is not occurring).
“Will the proposed contract replace any existing annuity or insurance?”
 If “Yes”, complete the applicable State Replacement Form. The Replacement Form for the NAIC states referred to in the previous question would also fulfill this requirement.

6 Replacement Information (List additional policies/contracts in Section 8.)
 Do you own any existing annuities or life insurance?
 (If Yes, a replacement form is required for applications signed in an NAIC state.)
 Will the proposed contract replace any existing annuity or life insurance?
 (If Yes, complete the information below with the contract information for the applicable state referred to in the question above would also fulfill this replacement requirement.)

Must answer “Yes” or “No”

Company	Approximate Transfer Amount	Policy/Contract Number	Replacement
	\$		<input type="checkbox"/> Yes <input type="checkbox"/> No
	\$		<input type="checkbox"/> Yes <input type="checkbox"/> No

Provide info for any contracts being replaced

7 Owner/Joint Owner Identification
Important Information About Customer Identification
 Federal law requires all financial institutions, including insurance companies, to obtain, verify and maintain information on each person who applies for an annuity contract. The insurance company may use third party sources to verify the information provided. Your representative/agent will ask to see your driver’s license, passport or other government issued identification that will allow us to verify your identity.

Check one form of ID: Owner
Individual Owner Driver’s License Passport Other _____
Non-Individual Owner Certified Articles of Incorporation Partnership Agreement Trust Document

ID Number _____ State/Country of Issuance _____ ID Expiration Date _____

Check one form of ID: Joint Owner, if any
Individual Owner Driver’s License Passport Other _____
Non-Individual Owner Certified Articles of Incorporation Partnership Agreement Trust Document

ID Number _____ State/Country of Issuance _____ ID Expiration Date _____

For an annuity owned by a corporation, association, partnership or trust, customer identification may require that articles of incorporation, partnership agreement or trust document be provided to us. Such documents will be retained solely for the purposes of customer identification and we accept no responsibility for the enforcement or administration of any of the terms of such documents.

7. Owner/Joint Owner Identification
 The Owner and any Joint Owner must show one of the listed options of identification – fill in as indicated.

8 Additional Remarks

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8. Additional Remarks
 Write in any special instructions here.

If this is a non-qualified transfer coming to Lincoln, always indicate the approximate **cost basis amount**. If the other carrier/financial institution provides the cost basis information upon transfer, that information will be used in setting up the contract. However, if the other carrier does NOT provide any information, the amount entered here will be used.

9 Telephone/Internet Authorization

I/We hereby authorize and direct the Company to accept instructions via telephone or agent who can furnish proper identification to clarify any unclear or missing administrative changes to existing service features, including the automatic withdrawal service, and its affiliates and its directors, trustees, officers, employees and agent for any losses arising from such instructions.

If you **DO NOT** want Telephone/Internet Authorization check this box.

9. Telephone/Internet Authorization

Check this box if special authorization is NOT desired.

10 Owner's Statement

The Owner(s) understands and agrees that:

1. The above statements and answers are true, complete, and correct to the best of the Owner's knowledge.
2. The statements made shall form the exclusive basis of any annuity issued hereunder.
3. Checks must be made payable to The Lincoln National Life Insurance Company or its affiliates.
4. Only a Company officer can make, modify, discharge, or waive any of the Company's policies.
5. Under penalties of perjury, the Owner(s) certifies that: (1) the Social Security number above for the Owner(s) is the correct number (or the Owner(s) is waiting for a new number) and is not subject to backup withholding either because (a) the Owner(s) has not been notified by the Internal Revenue Service (IRS) that the Owner(s) is subject to backup withholding as a result of a failure to report all interest or dividends, or (b) the IRS has notified the Owner(s) he or she is no longer subject to backup withholding.
6. Placing an annuity in a tax qualified retirement plan (e.g., an IRA) will result in no additional tax advantage from the annuity.

10. Owner's Statement

The Owner must sign *and date the application* and indicate the state in which the app was signed. This section provides confirmation that the information is consistent with the other documents in the file.

Application signed in (State or States) _____ Date _____

Signature of Contract Owner _____

Date

Signature of Joint Owner _____

Signature of Annuitant (Annuitant must sign if other than the Owner) _____

Signature of Co-Annuitant _____

Make sure to include the **State** and **Dates** for all Signatures.

THE FOLLOWING SECTION MUST BE COMPLETED BY THE REPRESENTATIVE/AGENT OF THE APPLICANT(S)

11 Representative/Agent Information (Licensing appointment with the Company must be processed. If more than three representatives are involved, attach a list of representatives, Percentages, and Representative/Agent Numbers.)

Yes No To the best of my knowledge, the annuity application is intended to replace an existing annuity. If replacement or change is involved, I have attached copies of all annuities involved, as required.

Yes No I personally met with the Owner(s), reviewed the government issued identification, and to the best of my knowledge, that it accurately reflects the identity of the entity. I reviewed documentation confirming the entity's legal status as a/an _____.

I/We hereby certify that I/we witnessed the signature(s) in Section 10 and that all information is true to the best of my/our knowledge and belief. I/We also certify that I/we have used only Company sales materials for this sale, and copies of all sales materials were left with the applicant(s). Any electronic information was provided in printed form to the applicant no later than at the time of contract delivery.

The undersigned confirms this contract was principally negotiated, issued and delivered in the state where the application was signed. Any communication pertaining to this contract also occurred in the state where the application was signed.

Representative/Agent Name (print as it appears on State and/or FINRA Licensing) _____ Representative/Agent Number (required) _____

Representative/Agent Signature _____ **Date** _____

Client Account Number at Dealer (if applicable) _____ Representative/Agent SSN (required) _____ Representative/Agent Telephone Number (required) _____

Agency/Dealer's Name _____ Branch Number _____

Branch Address _____ Representative/Agent Email Address _____

City _____ State _____ Zip _____

Check if Representative/Agent change of address

Additional Representatives/Agents

_____	Percentage _____	Representative/Agent Number (required) _____
Representative/Agent Signature _____	Date _____	Representative/Agent SSN (required) _____
_____	Percentage _____	Representative/Agent Number (required) _____
Representative/Agent Signature _____	Date _____	Representative/Agent SSN (required) _____

Send completed application with a check made payable to The Lincoln National Life Insurance Company to your Dealer's home office (if applicable) or to:

Mailing Address: The Lincoln National Life Insurance Company
 Servicing Office - PO Box 2348
 Fort Wayne, IN 46801-2348

Overnight Address: The Lincoln National Life Insurance Company
 Individual Annuity Operations
 1300 South Clinton Street
 Fort Wayne, IN 46802

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11. Writing Agent's Statement
 Check one box for both of the Yes / No questions. Check "Yes" if you are in agreement with the statement shown.
 The producer must complete, sign and date this section. Please include the agent number and Social Security number. For agents with multiple licensing numbers, please indicate which one to use. This section provides confirmation that the information is consistent with the other documents in the file.

Make sure to include the **DATE** next to the Rep/Agent's Signature

Lincoln annuities are issued by The Lincoln National Life Insurance Company, Fort Wayne, IN. The Lincoln National Life Insurance Company is not authorized nor does it solicit business in the state of New York. **Contractual obligations are backed by the claims-paying ability of The Lincoln National Life Insurance Company.**

Contracts sold in New York are issued by Lincoln Life & Annuity Company of New York, Syracuse, NY. **The contractual obligations are backed by the claims-paying ability of Lincoln Life & Annuity Company of New York.**

Product and features subject to state availability.

Not a deposit | Not FDIC-Insured | Not insured by any federal government agency
Not guaranteed by any bank or savings association | May go down in value



Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates. Affiliates are separately responsible for their own financial and contractual obligations.



AUTHORIZATION TO DISCLOSE POLICY INFORMATION

Letter of Notification:

In accordance with New York Insurance Department Regulation 60, please furnish the information needed for completing the enclosed Disclosure Statement.

Please forward the information to: Lincoln Financial Group, Servicing Office: PO Box 2348, Fort Wayne, IN 46801-2348.

Please provide the following information:

Agent or Broker's Name: _____

Address: _____

Agent or Broker's Telephone Number: _____ Agent or Broker's Fax Number: _____

Proposed Product Name: _____

I authorize the release of information on the below mentioned policy(ies), as is needed to complete New York's required Disclosure Statement. This authorization is valid until revoked by me in writing.

1) Policyowner's Signature Date Print Name of Policyowner
Address Policy Owner Date of Birth SSN
City State Zip Code

2) Policyowner's Signature Date Print Name of Policyowner
Address Policy Owner Date of Birth SSN
City State Zip Code

Replaced Company Information:

Name: _____

Address: _____

Phone: _____ Fax: _____

Replaced Policy(ies) Information:

Replaced Policy No. 1: _____ Replaced Policy No. 2: _____

Replaced Policy No. 3: _____ Replaced Policy No. 4: _____

Note to Agent or Broker: Please provide one copy for each replaced company to the appropriate Annuity Service Office and one copy to the policy owner(s).

BUYER'S GUIDE TO FIXED DEFERRED ANNUITIES

Prepared by the National Association of Insurance Commissioners

The National Association of Insurance Commissioners is an association of state insurance regulatory officials. This association helps the various insurance departments to coordinate insurance laws for the benefit of all consumers.

This guide does not endorse any company or policy.

It is important that you understand the differences among various annuities so you can choose the kind that best fits your needs. This guide focuses on fixed deferred annuity contracts. There is, however, a brief description of variable annuities. If you're thinking of buying an equity-indexed annuity, an appendix to this guide will give you specific information. This Guide isn't meant to offer legal, financial or tax advice. You may want to consult independent advisors. At the end of this Guide are questions you should ask your agent or the company. Make sure you're satisfied with the answers before you buy.

What is An Annuity?

An annuity is a contract in which an insurance company makes a series of income payments at regular intervals in return for a premium or premiums you have paid. Annuities are most often bought for future retirement income. Only an annuity can pay an income that can be guaranteed to last as long as you live.

An annuity is neither a life insurance nor a health insurance policy. It's not a savings account or a savings certificate. You shouldn't buy an annuity to reach short-term financial goals.

Your value in an annuity contract is the premiums you've paid, less any applicable charges, plus interest credited. The insurance company uses the value to figure the amount of most of the benefits that you can choose to receive from an annuity contract. This guide explains how interest is credited as well as some typical charges and benefits of annuity contracts.

A deferred annuity has two parts or periods. During the accumulation period, the money you put into the annuity, less any applicable charges, earns interest. The earnings grow tax-deferred as long as you leave them in the annuity. During the second period, called the payout period, the company pays income to you or to someone you choose.

What are the Different Kinds of Annuities?

This guide explains major differences in different kinds of annuities to help you understand how each might meet your needs. But look at the specific terms of an individual contract you're considering and the disclosure document you receive. If your annuity is being used to fund or provide benefits under a pension plan the benefits you get will depend on the terms of the plan. Contact your pension plan administrator for information. This Buyer's Guide will focus on individual fixed deferred annuities.

Single Premium or Multiple Premium

You pay the insurance company only one payment for a single premium annuity. You make a series of payments for a multiple premium annuity. There are two kinds of multiple premium annuities. One kind is a flexible premium contract. Within set limits, you pay as much premium as you want, whenever you want. In the other kind, a scheduled premium annuity, the contract spells out your payments and how often you'll make them.

Immediate or Deferred

With an immediate annuity, income payments start no later than one year after you pay the premium. You usually pay for an immediate annuity with one payment. The income payments from a deferred annuity often start many years later. Deferred annuities have an accumulation period, which is the time between when you start paying premiums and when income payments start.

Fixed or Variable

Fixed

During the accumulation period of a fixed deferred annuity, your money (less any applicable charges) earns interest at rates set by the insurance company or in a way spelled out in the annuity contract. The company guarantees that it will pay no less than a minimum rate of interest. During the payout period, the amount of each income payment to you is generally set when the payments start and will not change.

Variable

During the accumulation period of a variable annuity, the insurance company puts your premiums (less any applicable charges) into a separate account. You decide how the company will invest those premiums, depending on how much risk you want to take. You may put your premium into a stock, bond or other account, with no guarantees, or into a fixed account, with a minimum guaranteed interest. During the payout period of a variable annuity, the amount of each income payment to you may be fixed (set at the beginning) or variable (changing with the value of the investments in the separate account).

How are the Interest Rates Set for My Fixed Deferred Annuity?

During the accumulation period, your money (less any applicable charges) earns interest at rates that change from time to time. **Usually, what these rates will be is entirely up to the insurance company.**

Current Interest Rate

The current rate is the rate the company decides to credit to your contract at a particular time. The company will guarantee it will not change for some time period. The initial rate is an interest rate the insurance company may credit for a set period of time after you first buy your annuity. The initial rate in some contracts may be higher than it will be later. This is often called a bonus rate. The renewal rate is the rate credited by the company after the end of the set time period. The contract tells how the company will set the renewal rate, which may be tied to an external reference or index.

Minimum Guaranteed Rate

The minimum guaranteed interest rate is the lowest rate your annuity will earn. This rate is stated in the contract.

Multiple Interest Rates

Some annuity contracts apply different interest rates to each premium you pay or to premiums you pay during different time periods.

Other annuity contracts may have two or more accumulated values that fund different benefit options. These accumulated values may use different interest rates. **You get only one of the accumulated values depending on which benefit you choose.**

What Charges May be Subtracted from My Fixed Deferred Annuity?

Most annuities have charges related to the cost of selling or servicing it. These charges may be subtracted directly from the contract value. Ask your agent or the company to describe the charges that apply to your annuity. Some examples of charges, fees and taxes are:

Surrender or Withdrawal Charges

If you need access to your money, you may be able to take all or part of the value out of your annuity at any time during the accumulation period. If you take out part of the value, you may pay a withdrawal charge. If you take out all of the value and surrender, or terminate, the annuity, you may pay a surrender charge. In either case, the company may figure the charge as a percentage of the value of the contract, of the premiums you've paid or of the amount you're withdrawing. The company may reduce or even eliminate the surrender charge after you've had the contract for a stated number of years. A company may waive the surrender charge when it pays a death benefit.

Some annuities have stated terms. When the term is up, the contract may automatically expire or renew. You're usually given a short period of time, called a window, to decide if you want to renew or surrender the annuity. If you surrender during the window, you won't have to pay surrender charges. If you renew, the surrender or withdrawal charges may start over.

In some annuities, there is no charge if you surrender your contract when the company's current interest rate falls below a certain level. This may be called a bail-out option.

In a multiple-premium annuity, the surrender charge may apply to each premium paid for a certain period of time. This may be called a rolling surrender or withdrawal charge.

Some annuity contracts have a market value adjustment feature. If interest rates are different when you surrender your annuity than when you bought it, a market value adjustment may make the cash surrender value higher or lower. Since you and the insurance company share this risk, an annuity with a MVA feature may credit a higher rate than an annuity without that feature.

Be sure to read the Tax Treatment section and ask your tax advisor for information about possible tax penalties on withdrawals.

Free Withdrawal

Your annuity may have a limited free withdrawal feature. That lets you make one or more withdrawals without a charge. The size of the free withdrawal is often limited to a set percentage of your contract value. If you make a larger withdrawal, you may pay withdrawal charges. You may lose any interest above the minimum guaranteed rate on the amount withdrawn. Some annuities waive withdrawal charges in certain situations, such as death, confinement in a nursing home or terminal illness.

Contract Fee

A contract fee is a flat dollar amount charged either once or annually.

Transaction Fee

A transaction fee is a charge per premium payment or other transaction.

Percentage of Premium Charge

A percentage of premium charge is a charge deducted from each premium paid. The percentage may be lower after the contract has been in force for a certain number of years or after total premiums paid have reached a certain amount.

Premium Tax

Some states charge a tax on annuities. The insurance company pays this tax to the state. The company may subtract the amount of the tax when you pay your premium, when you withdraw your contract value, when you start to receive income payments or when it pays a death benefit to your beneficiary.

What are Some Fixed Deferred Annuity Contract Benefits?

Annuity Income Payments

One of the most important benefits of deferred annuities is your ability to use the value built up during the accumulation period to give you a lump sum payment or to make income payments during the payout period. Income payments are usually made monthly but you may choose to receive them less often. The size of income payments is based on the accumulated value in your annuity and the annuity's benefit rate in effect when income payments start. The benefit rate usually depends on your age and sex, and the annuity payment option you choose. For example, you might choose payments that continue as long as you live, as long as your spouse lives or for a set number of years.

There is a table of guaranteed benefit rates in each annuity contract. Most companies have current benefit rates as well. The company can change the current rates at any time, but the current rates can never be less than the guaranteed benefit rates. When income payments start, the insurance company generally uses the benefit rate in effect at that time to figure the amount of your income payment.

Companies may offer various income payment options. You (the owner) or another person that you name may choose the option. The options are described here as if the payments are made to you.

- **Life Only**

The company pays income for your lifetime. It doesn't make any payments to anyone after you die. This payment option usually pays the highest income possible. You might choose it if you have no dependents, if you have taken care of them through other means or if the dependents have enough income of their own.

- **Life Annuity with Period Certain**

The company pays income for as long as you live and guarantees to make payments for a set number of years even if you die. This period certain is usually 10 or 20 years. If you live longer than the period certain, you'll continue to receive payments until you die. If you die during the period certain, your beneficiary gets regular payments for the rest of that period. If you die after the period certain, your beneficiary doesn't receive any payments from your annuity. Because the "period certain" is an added benefit, each income payment will be smaller than in a life-only option.

- **Joint and Survivor**

The company pays income as long as either you or your beneficiary lives. You may choose to decrease the amount of the payments after the first death. You may also be able to choose to have payments continue for a set length of time. Because the survivor feature is an added benefit, each income payment is smaller than in a life-only option.

Death Benefit

In some annuity contracts, the company may pay a death benefit to your beneficiary if you die before the income payments start. The most common death benefit is the contract value or the premiums paid, whichever is more.

Can My Annuity's Value be Different Depending on My Choice of Benefit?

While all deferred annuities offer a choice of benefits, some use different accumulated values to pay different benefits. For example, an annuity may use one value if annuity payments are for retirement benefits and a different value if the annuity is surrendered. As another example, an annuity may use one value for long-term care benefits and a different value if the annuity is surrendered. You can't receive more than one benefit at the same time.

What About the Tax Treatment of Annuities?

Below is a general discussion about taxes and annuities. You should consult a professional tax advisor to discuss your individual tax situation.

Under current federal law, annuities receive special tax treatment. Income tax on annuities is deferred, which means you aren't taxed on the interest your money earns while it stays in the annuity. Tax-deferred accumulation isn't the same as tax-free accumulation. An advantage of tax deferral is that the tax bracket you're in when you receive annuity income payments may be lower than the one you're in during the accumulation period. You'll also be earning interest on the amount you would have paid in taxes during the accumulation period. Most states' tax laws on annuities follow the federal law.

Part of the payments you receive from an annuity will be considered as a return of the premium you've paid. You won't have to pay taxes on that part. Another part of the payments is considered interest you've earned. You must pay taxes on the part that is considered interest when you withdraw the money. You may also have to pay a 10% tax penalty if you withdraw the accumulation before age 59½. The Internal Revenue Code also has rules about distributions after the death of a contract holder.

Annuities used to fund certain employee pension benefit plans (those under Internal Revenue Code Sections 401(a), 401(k), 403(b), 457 or 414) defer taxes on plan contributions as well as on interest or investment income. Within the limits set by the law, you can use pretax dollars to make payments to the annuity. When you take money out, it will be taxed.

You can also use annuities to fund traditional and Roth IRAs under Internal Revenue Code Section 408. If you buy an annuity to fund an IRA, you'll receive a disclosure statement describing the tax treatment.

What is A "Free Look" Provision?

Many states have laws which give you a set number of days to look at the annuity contract after you buy it. If you decide during that time that you don't want the annuity, you can return the contract and get all your money back. This is often referred to as a free look or right to return period. The free look period should be prominently stated in your contract. Be sure to read your contract carefully during the free look period.

How Do I Know if A Fixed Deferred Annuity is Right for Me?

The questions listed below may help you decide which type of annuity, if any, meets your retirement planning and financial needs. You should think about what your goals are for the money you may put into the annuity. You need to think about how much risk you're willing to take with the money. Ask yourself:

- How much retirement income will I need in addition to what I will get from Social Security and my pension?
- Will I need that additional income only for myself or for myself and someone else?
- How long can I leave my money in the annuity?
- When will I need income payments?
- Does the annuity let me get money when I need it?
- Do I want a fixed annuity with a guaranteed interest rate and little or no risk of losing the principal?
- Do I want a variable annuity with the potential for higher earnings that aren't guaranteed and the possibility that I may risk losing principal?
- Or, am I somewhere in between and willing to take some risks with an equity-indexed annuity?

What Questions Should I Ask My Agent or the Company?

- Is this a single premium or multiple premium contract?
- Is this an equity-indexed annuity?
- What is the initial interest rate and how long is it guaranteed?
- Does the initial rate include a bonus rate and how much is the bonus?
- What is the guaranteed minimum interest rate?
- What renewal rate is the company crediting on annuity contracts of the same type that were issued last year?
- Are there withdrawal or surrender charges or penalties if I want to end my contract early and take out all of my money? How much are they?
- Can I get a partial withdrawal without paying surrender or other charges or losing interest?
- Does my annuity waive withdrawal charges for reasons such as death, confinement in a nursing home or terminal illness?
- Is there a market value adjustment (MVA) provision in my annuity?
- What other charges, if any, may be deducted from my premium or contract value?
- If I pick a shorter or longer payout period or surrender the annuity, will the accumulated value or the way interest is credited change?
- Is there a death benefit? How is it set? Can it change?
- What income payment options can I choose? Once I choose a payment option, can I change it?

Final Points to Consider

Before you decide to buy an annuity, you should review the contract. Terms and conditions of each annuity contract will vary.

Ask yourself if, depending on your needs or age, this annuity is right for you. Taking money out of an annuity may mean you must pay taxes. Also, while it's sometimes possible to transfer the value of an older annuity into a new annuity, the new annuity may have a new schedule of charges that could mean new expenses you must pay directly or indirectly.

You should understand the long-term nature of your purchase. Be sure you plan to keep an annuity long enough so that the charges don't take too much of the money you put in. Be sure you understand the effect of all charges.

If you're buying an annuity to fund an IRA or other tax-deferred retirement program, be sure that you're eligible. Also, ask if there are any restrictions connected with the program.

Remember that the quality of service that you can expect from the company and the agent is a very important factor in your decision.

When you receive your annuity contract, **READ IT CAREFULLY!!** Ask the agent and company for an explanation of anything you don't understand. Do this before any free look period ends.

Compare information for similar contracts from several companies. Comparing products may help you make a better decision.

If you have a specific question or can't get answers you need from the agent or company, contact your state insurance department.

Appendix I - Equity-Indexed Annuities

This appendix to the Buyer's Guide for Fixed Deferred Annuities will focus on equity-indexed annuities. Like other types of fixed deferred annuities, equity-indexed annuities provide for annuity income payments, death benefits and tax-deferred accumulation. You should read the Buyer's Guide of general information about those features and about provisions such as withdrawal and surrender charges.

What are Equity-Indexed Annuities?

An equity-indexed annuity is a fixed annuity, either immediate or deferred, that earns interest or provides benefits that are linked to an external equity reference or an equity index. The value of the index might be tied to a stock or other equity index. One of the most commonly used indices is Standard & Poor's 500 Composite Stock Price Index (the S&P 500®)*, which is an equity index. The value of any index varies from day to day and is not predictable.

When you buy an equity-indexed annuity you own an insurance contract. You are not buying shares of any stock or index.

While immediate equity-indexed annuities may be available, this appendix will focus on deferred equity-indexed annuities.

How are They Different from Other Fixed Annuities?

An equity-indexed annuity is different from other fixed annuities because of the way it credits interest to your annuity's value. Some fixed annuities only credit interest calculated at a rate set in the contract. Other fixed annuities also credit interest at rates set from time to time by the insurance company. Equity-indexed annuities credit interest using a formula based on changes in the index to which the annuity is linked. The formula decides how the additional interest, if any, is calculated and credited. How much additional interest you get and when you get it depends on the features of your particular annuity.

Your equity-indexed annuity, like other fixed annuities, also promises to pay a minimum interest rate. The rate that will be applied will not be less than this minimum guaranteed rate even if the index-linked interest rate is lower. The value of your annuity also will not drop below a guaranteed minimum. For example, many single premium contracts guarantee the minimum value will never be less than 90 percent of the premium paid, plus at least 3% in annual interest (less any partial withdrawals). The guaranteed value is the minimum amount available during a term for withdrawals, as well as for some annuitizations (see "Annuity Income Payments") and death benefits. The insurance company will adjust the value of the annuity at the end of each term to reflect any index increases.

What are Some Equity-Indexed Annuity Contract Features?

Two features that have the greatest effect on the amount of additional interest that may be credited to an equity-indexed annuity are the indexing method and the participation rate. It is important to understand the features and how they work together. The following describes some other equity-indexed annuity features that affect the index-linked formula.

*S&P 500® is a registered trademark of the McGraw-Hill Companies, Inc., used with permission.

Indexing Method

The indexing method means the approach used to measure the amount of change, if any, in the index. Some of the most common indexing methods, which are explained more fully later on, include annual reset (ratcheting), high-water mark and point-to-point.

Term

The index term is the period over which index-linked interest is calculated; the interest is credited to your annuity at the end of a term. Terms are generally from one to ten years, with six or seven years being most common. Some annuities offer single terms while others offer multiple, consecutive terms. If your annuity has multiple terms, there will usually be a window at the end of each term, typically 30 days, during which you may withdraw your money without penalty. For installment premium annuities, the payment of each premium may begin a new term for that premium.

Participation Rate

The participation rate decides how much of the increase in the index will be used to calculate index-linked interest. For example, if the calculated change in the index is 9% and the participation rate is 70%, the index-linked interest rate for your annuity will be 6.3% ($9\% \times 70\% = 6.3\%$). A company may set a different participation rate for newly issued annuities as often as each day. Therefore, the initial participation rate in your annuity will depend on when it is issued by the company. The company usually guarantees the participation rate for a specific period (from one year to the entire term). When that period is over, the company sets a new participation rate for the next period. Some annuities guarantee that the participation rate will never be set lower than a specified minimum or higher than a specified maximum.

Cap Rate or Cap

Some annuities may put an upper limit, or cap, on the index-linked interest rate. This is the maximum rate of interest the annuity will earn. In the example given above, if the contract has a 6% cap rate, 6%, and not 6.3%, would be credited. Not all annuities have a cap rate.

Floor on Equity Index-Linked Interest

The floor is the minimum index-linked interest rate you will earn. The most common floor is 0%. A 0% floor assures that even if the index decreases in value, the index-linked interest that you earn will be zero and not negative. As in the case of a cap, not all annuities have a stated floor on index-linked interest rates. But in all cases, your fixed annuity will have a minimum guaranteed value.

Averaging

In some annuities, the average of an index's value is used rather than the actual value of the index on a specified date. The index averaging may occur at the beginning, the end, or throughout the entire term of the annuity.

Interest Compounding

Some annuities pay simple interest during an index term. That means index-linked interest is added to your original premium amount but does not compound during the term. Others pay compound interest during a term, which means that index-linked interest that has already been credited also earns interest in the future. In either case, however, the interest earned in one term is usually compounded in the next.

Margin/Spread/Administrative Fee

In some annuities, the index-linked interest rate is computed by subtracting a specific percentage from any calculated change in the index. This percentage, sometimes referred to as the "margin", "spread", or "administrative fee", might be instead of, or in addition to, a participation rate. For example, if the calculated change in the index is 10%, your annuity might specify that 2.25% will be subtracted from the rate to determine the interest rate credited. In this example, the rate would be 7.75% ($10\% - 2.25\% = 7.75\%$). In this example, the company subtracts the percentage only if the change in the index produces a positive interest rate.

Vesting

Some annuities credit none of the index-linked interest or only part of it, if you take out all your money before the end of the term. The percentage that is vested, or credited, generally increases as the term comes closer to its end and is always 100% at the end of the term.

How Do the Common Indexing Methods Differ?

Annual Reset

Index-linked interest, if any, is determined each year by comparing the index value at the end of the contract year with the index value at the start of the contract year. Interest is added to your annuity each year during the term.

High-Water Mark

The index-linked interest, if any, is decided by looking at the index value at various points during the term, usually the annual anniversaries of the date you bought the annuity. The interest is based on the difference between the highest index value and the index value at the start of the term. Interest is added to your annuity at the end of the term.

Low-Water Mark

The index-linked interest, if any, is determined by looking at the index value at various points during the term, usually the annual anniversaries of the date you bought the annuity. The interest is based on the difference between the index value at the end of the term and the lowest index value. Interest is added to your annuity at the end of the term.

Point to Point

The index-linked interest, if any, is based on the difference between the index value at the end of the term and the index value at the start of the term. Interest is added to your annuity at the end of the term.

What are Some of the Features and Trade-Offs of Different Indexing Methods?

Generally, equity-indexed annuities offer preset combinations of features. You may have to make trade-offs to get features you want in an annuity. This means the annuity you chose may also have features you don't want.

Features

Annual Reset

Since the interest earned is "locked in" annually and the index value is "reset" at the end of each year, future decreases in the index will not affect the interest you have already earned. Therefore, your annuity using the annual reset method may credit more interest than annuities using other methods when the index fluctuates up and down often during the term. This design is more likely than others to give you access to index-linked interest before the term ends.

Trade-Offs

Your annuity's participation rate may change each year and generally will be lower than that of other indexing methods. Also an annual reset design may use a cap or averaging to limit the total amount of interest you might earn each year.

High-Water Mark

Since interest is calculated using the highest value of the index on a contract anniversary during the term, this design may credit higher interest than some other designs if the index reaches a high point early or in the middle of the term, then drops off at the end of the term.

Interest is not credited until the end of the term. In some annuities, if you surrender your annuity before the end of the term, you may not get index-linked interest for that term. In other annuities, you may receive index-linked interest, based on the highest anniversary value to date and the annuity's vesting schedule. Also, contracts with this design may have a lower participation rate than annuities using other designs or may use a cap to limit the total amount of interest you might earn.

Low-Water Mark

Since interest is calculated using the lowest value of the index prior to the end of the term, this design may credit higher interest than some other designs if the index reaches a low point early or in the middle of the term and then rises at the end of the term.

Interest is not credited until the end of the term. With some annuities, if you surrender your annuity before the end of the term, you may not get index-linked interest for that term. In other annuities, you may receive index-linked interest based on a comparison of the lowest anniversary value to date with the index value at surrender and the annuity's vesting schedule. Also, contracts with this design may have a lower participation rate than annuities using other designs or may use a cap to limit the total amount of interest you might earn.

Point-to-Point

Since interest cannot be calculated before the end of the term, use of this design may permit a higher participation rate than annuities using other designs. Since interest is not credited until the end of the term, typically six or seven years, you may not be able to get the index-linked interest until the end of the term.

What is the Impact of Some Other Equity-Indexed Annuity Product Features?

Cap on Interest Earned

While a cap limits the amount of interest you might earn each year, annuities with this feature may have other product features you want, such as annual interest crediting or the ability to take partial withdrawals. Also, annuities that have a cap may have a higher participation rate.

Averaging

Averaging at the beginning of a term protects you from buying your annuity at a high point, which would reduce the amount of interest you might earn. Averaging at the end of the term protects you against severe declines in the index and losing index-linked interest as a result. On the other hand, averaging may reduce the amount of index-linked interest you earn when the index rises either near the start or at the end of the term.

Participation Rate

The participation rate may vary greatly from one annuity to another and from time to time within a particular annuity. Therefore, it is important for you to know how your annuity's participation rate works with the indexing method. A high participation rate may be offset by other features, such as simple interest, averaging, or a point-to-point indexing method. On the other hand, an insurance company may offset a lower participation rate by also offering a feature such as an annual reset indexing method.

Interest Compounding

It is important for you to know whether your annuity pays compound or simple interest during a term. While you may earn less from an annuity that pays simple interest, it may have other features you want, such as a higher participation rate.

What Will it Cost Me to Take My Money Out Before the End of the Term?

In addition to the information discussed in this Buyer's Guide about surrender and withdrawal charges and free withdrawals, there are additional considerations for equity-indexed annuities. Some annuities credit none of the index-linked interest or only part of it if you take out money before the end of the term. The percentage that is vested, or credited, generally increases as the term comes closer to its end and is always 100% at the end of the term.

Are Dividends Included In The Index?

Depending on the index used, stock dividends may or may not be included in the index's value. For example, the S&P 500® is a stock price index and only considers the prices of stocks. It does not recognize any dividends paid on those stocks.

How Do I Know if an Equity-Indexed Annuity is Right for Me?

The questions listed below may help you decide which type of annuity, if any, meets your retirement planning and financial needs. You should consider what your goals are for the money you may put into the annuity. You need to think about how much.

- Am I interested in a variable annuity with the potential for higher earnings that are not guaranteed and willing to risk losing the principal?
- Is a guaranteed interest rate more important to me, with little or no risk of losing the principal?
- Or, am I somewhere in between these two extremes and willing to take some risks?

How Do I know Which Equity-Indexed Annuity is Best for Me?

As with any other insurance product, you must carefully consider your own personal situation and how you feel about the choices available. No single annuity design may have all the features you want. It is important to understand the features and trade-offs available so you can choose the annuity that is right for you. Keep in mind that it may be misleading to compare one annuity to another unless you compare all the other features of each annuity. You must decide for yourself what combination of features makes the most sense for you. Also remember that it is not possible to predict the future behavior of an index.

Questions You Should Ask Your Agent or the Company

You should ask the following questions about equity-indexed annuities in addition to the questions in the Buyer's Guide to Fixed Deferred Annuities:

- How long is the term?
- What is the guaranteed minimum interest rate?
- What is the participation rate? For how long is the participation rate guaranteed?
- Is there a minimum participation rate?
- Does my contract have an interest rate cap? What is it?
- Does my contract have an interest rate floor? What is it?
- Is interest rate averaging used? How does it work?
- Is interest compounded during a term?
- Is there a margin, spread, or administrative fee? Is that in addition to or instead of a participation rate?
- What indexing method is used in my contract?
- What are the surrender charges or penalties if I want to end my contract early and take out all of my money?
- Can I get a partial withdrawal without paying charges or losing interest? Does my contract have vesting? If so, what is the rate of vesting?

Final Points to Consider

Remember to read your annuity contract carefully when you receive it. Ask your agent or insurance company to explain anything you don't understand. If you have a specific complaint or can't get answers you need from the agent or company, contact your state insurance department.

Lincoln ClassicSM NY Fixed Annuity

DISCLOSURE STATEMENT for *Lincoln ClassicSM NY* Single Premium Deferred Annuities (Contract Form 04-600NY (4/08)) issued by **Lincoln Life & Annuity Company of NY, Syracuse, NY** ("Lincoln") and only available in New York. Contract may be subject to a Market Value Adjustment ("MVA"). Administrative Office: 1300 South Clinton St., Ft. Wayne, IN 46802.

A deferred annuity is an interest earning contract issued by a life insurance company. It is intended for retirement funding or other long-term accumulation needs. It is intended for a person who has sufficient cash or other liquid assets for living expenses and unexpected emergencies, such as medical expenses. Under current tax laws, income taxes are deferred and not due on interest earned until amounts are withdrawn. A 10% federal penalty tax may apply to withdrawals before age 59½.

SUMMARY OF CONTRACT FEATURES

- Product Selection (check one) *Lincoln ClassicSM NY 5* *Lincoln ClassicSM NY 7*
- The minimum single premium for *Lincoln ClassicSM NY 5* and *Lincoln ClassicSM NY 7* is \$10,000.
- **Current initial base interest rate** _____%
- First year interest rate bonus (if applicable) + _____%
- **TOTAL FIRST YEAR INTEREST RATE** = _____%

- First year interest rate bonus, if any, only applies to the first contract year and is not included in subsequent contract years' interest rates.
- The initial base interest rate is guaranteed by Lincoln for the initial interest rate guarantee period (first 5 contract years for *Lincoln ClassicSM NY 5* and first 7 contract years for *Lincoln ClassicSM NY 7*). **The actual first year interest rate credited will be the initial base interest rate, plus any applicable first year interest rate bonus, in effect on the day the contract is issued.**
- After the initial interest rate guarantee period, Lincoln will declare annually, at its discretion, a subsequent base interest rate for each subsequent contract year, which is guaranteed to never be less than the guaranteed minimum interest rate. The guaranteed minimum interest rate after the initial interest rate guarantee period will be recalculated on an annual basis and will be between 1.00% and 3.00%.
- All interest rates are expressed as annual effective interest rates. **Any partial surrender(s) or systematic withdrawal(s) taken during the contract year will reduce the actual earned interest amount because of interruption of interest compounding.**
- There are no front-end sales charges or annual administrative fees. Some states charge a premium tax. Lincoln deducts premium taxes if it is required to pay them.
- A Market Value Adjustment ("MVA") is an amount by which the contract's accumulation value surrendered is adjusted during the surrender charge period (first 5 contract years for *Lincoln ClassicSM NY 5* and first 7 contract years for *Lincoln ClassicSM NY 7*). In no case will an MVA reduce the cash surrender value below the guaranteed minimum cash surrender value provided by the contract. An MVA does not apply to free partial surrenders, death benefits, or if annuitization occurs after the 1st contract year.
- Surrenders in the first 5 contract years for *Lincoln ClassicSM NY 5* and the first 7 contract years for *Lincoln ClassicSM NY 7* are subject to a surrender charge. Surrender charges are expressed as a percentage of the contract's accumulation value after application of any MVA. The surrender charge schedules are as follows:

	Contract Year							
	1	2	3	4	5	6	7	8+
<i>Lincoln ClassicSM NY 5</i>	7%	6%	5%	4%	3%	0%	0%	0%
<i>Lincoln ClassicSM NY 7</i>	7%	6%	5%	4%	3%	2%	1%	0%

- Each contract year you may take free partial surrenders of up to 10% of the contract's accumulation value without an MVA or surrender charge, but any amount in excess of 10% is subject to an MVA and surrender charge.
- After the first contract anniversary, you may exercise the benefit of the Nursing Home and Terminal Illness Riders, providing you access to your contract's accumulation value without an MVA or a surrender charge. Diagnosis of terminal illness must be made after the contract issue date. Your confinement to a nursing home or a special nursing unit of a hospital must begin after the first contract anniversary, and it must be for at least 30 consecutive days. These riders are subject to state availability and your Lincoln representative can tell you if they are available in your state.

- Due to surrender charges, you may receive less than your premium payment if you surrender the contract in the early years.
- Upon death of the Annuitant, Owner or Joint Owner, if any, before annuity payments begin, a death benefit may be payable to the beneficiary. The beneficiary will receive the contract's accumulation value.
- A wide choice of income payment options, including an income you cannot outlive, is available upon annuitization. Annuity payments are calculated at an interest rate of no less than 1.50%
- If you are considering placing an annuity in an IRA or other tax qualified plan, which is already tax-deferred, you will receive no additional tax advantage from the annuity; consider other annuity features, including the availability of lifetime payments and death benefit protection.
- This Disclosure Statement contains a summary description of the *Lincoln Classic*SM NY 5 and *Lincoln Classic*SM NY 7 annuities. The exact terms of the annuity are contained in the contract and any attached riders, which will control Lincoln's contractual obligations.

Owner/Applicant's and Joint Owner/Applicant's (if applicable) Statement

The undersigned Owner, and Joint Owner, if any, acknowledge that I/we:

- Have received, read and understand:
 - this Disclosure Statement;
 - the *Lincoln Classic*SM NY Client Guide;
 - the applicable *Lincoln Classic*SM NY Facts-At-A-Glance; and
 - the Examples of MVA and Surrender Charge Calculations.
- Understand the contract is a long-term contract with substantial penalties for early surrenders.
- Believe the annuity contract selected above meets my/our financial needs.
- Have paid \$_____ to purchase the annuity contract from Lincoln.
- Have sufficient cash or other liquid assets for living expenses for unexpected emergencies, such as medical expenses, in excess of the premium I am paying for this annuity.

Owner/Applicant's Signature

Date

Joint Owner/Applicant's Signature (if applicable)

Date

Agent's Statement

I certify that I have:

- Read this Disclosure Statement, *Lincoln Classic*SM NY Client Guide, Facts-At-A-Glance, and Examples of MVA and Surrender Charge Calculations.
- Given and explained to the Owner/Applicant and Joint Owner/Applicant, if any, the *Lincoln Classic*SM NY Client Guide, Facts-At-A-Glance, Examples of MVA and Surrender Charge Calculations, and this Disclosure Statement.
- Made no statements that are inconsistent with this Disclosure Statement, nor have I made any promises about expected future base interest rates of the annuity contract.

Agent's Signature

Date

Agent's Printed Name

● Not a Deposit ● Not FDIC Insured ● Not Insured by any Federal Government Agency
● Not Guaranteed By any Bank or Savings Association ● May Go Down in Value

Important supplement for marketing material

This page is intended to supplement any accompanying sales literature and replaces any references to ratings in them.

	The Lincoln National Life Insurance Company, Fort Wayne, IN	Lincoln Life & Annuity Company of New York, Syracuse, NY
A.M. Best	A+ (2nd highest of 16)	A+ (2nd highest of 16)
Fitch	AA- (4th highest of 21)	AA- (4th highest of 21)
Moody's	Aa3 (4th highest of 21)	Aa3 (4th highest of 21)
Standard & Poor's	AA- (4th highest of 21)	AA- (4th highest of 21)

These ratings apply only to the company's claims-paying ability. The ratings do not imply approval of the product and do not refer to the performance of the product, including underlying investment options, if any. As of March 3, 2009, these ratings represent the most recently affirmed ratings by the respective agencies. Individual issuing companies are separately responsible for satisfying their own financial and contractual obligations. All ratings are subject to revision or withdrawal at any time by the rating agencies, and therefore, no assurance can be given that these ratings will be maintained. For more information on ratings, see www.LincolnFinancial.com/investor.

Please note: On February 10, 2009, Moody's Investors Service placed the financial strength ratings of the Lincoln Financial insurance subsidiaries under review for possible downgrade. The current outlooks for the insurance subsidiaries are negative from A.M. Best, stable from Standard & Poor's, and negative from Fitch.

LCN0903-2027304
LFG-GEN-08-0715
LFG-FIN-FLI524_Z01
POD 3/09 Z01
Order code: LFG-FIN-FLI524

Instructions: Please type or print. ANY ALTERATIONS TO THIS APPLICATION MUST BE INITIALED BY THE CONTRACT OWNER.

Product being applied for: _____

1a Contract Owner (See Minimum and Maximum age for selected product.)

_____ Male
 Full Legal Name of Individual or Trust** SSN/TIN _____ Date of Birth Female

_____ Home Telephone Number _____
 Street Address

_____ Zip _____ Citizen of (Country) _____
 City State

_____ Mailing Address (if different than above)

_____ Zip _____
 City State

_____ Is Trust revocable** Yes No
 Trustee Name** Date of Trust

** Trust document pages are required. Please send document pages that show the Trust's name, Date of the Trust, Grantor Names, Trustee Names and Trustee signatures.

1b Joint Contract Owner, if any (Non-Qualified Market Only.) (See Minimum and Maximum age for selected product.)

_____ Male
 Full Legal Name of Individual or Trust** SSN/TIN _____ Date of Birth Female

_____ Home Telephone Number _____
 Street Address

_____ Zip _____
 City State

_____ Spouse Non-Spouse
 Citizen of (Country) Relationship To Owner

2a Annuitant (If no Annuitant is specified, the Contract Owner, or Joint Owner if younger, will be the Annuitant.)
(See Minimum and Maximum age for selected product.)

Same as: Owner Joint Owner Other - provide information below

_____ Male
 Full Legal Name of Individual SSN/TIN _____ Date of Birth Female

_____ Home Telephone Number _____
 Street Address

_____ Zip _____
 City State

_____ Relationship To Owner _____
 Citizen of (Country)

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates. Affiliates are separately responsible for their own financial and contractual obligations.

2b Contingent Annuitant, if any (Only available for *Lincoln Select*SM, *Lincoln MYGuarantee*SM Plus and *Lincoln MYGuarantee*SM)

_____ Male
 Full Legal Name of Individual SSN/TIN _____ Date of Birth Female

 Street Address Home Telephone Number _____

 City State Zip

 Citizen of (Country) Relationship To Owner _____

3 Beneficiary(ies) of Contract Owner (List additional beneficiaries in Section 8.)
(If submitted separately must be signed and dated by the contract owner.)
(Use whole percentages and the allocation total must equal 100%.)

Beneficiaries share equally unless otherwise indicated.

Primary Beneficiary(ies)

_____ Relationship to Contract Owner Date of Birth/Trust
 Full Legal Name of Individual or Trust
 _____ % or Other _____
 SSN/TIN

_____ Relationship to Contract Owner Date of Birth/Trust
 Full Legal Name of Individual or Trust
 _____ % or Other _____
 SSN/TIN

Contingent Beneficiary(ies)

_____ Relationship to Contract Owner Date of Birth/Trust
 Full Legal Name of Individual or Trust
 _____ % or Other _____
 SSN/TIN

_____ Relationship to Contract Owner Date of Birth/Trust
 Full Legal Name of Individual or Trust
 _____ % or Other _____
 SSN/TIN

4 Type of Annuity Contract (ACORD Form 951 required for Transfers/Exchanges/Rollovers, Sections 4-6.)

Purchase Payment/Premium amount remitted with application \$ _____
 Non-Qualified: 1035 Exchange Transfer of Non-Insurance Accounts Cash
 Tax-Qualified: Transfer (to same market) Rollover (to different market) 60-Day rollover Cash Contribution Tax Year _____
 Market at previous carrier _____
 Tax-Qualified Market applying for: Roth IRA Traditional IRA Other _____
 (Some Qualified Retirement Plans may require a Hold Harmless Agreement.) (Prior approval required)
 Multiple Transfers: Issue the contract with the first piece of money received.
 Issue the contract when all of the money has been received.
 Approximate transfer amount: Total \$ _____

5 Lincoln In-Force or Pending Annuities

List the total amount of in-force and pending Lincoln annuity contracts. If none, check this box. List additional contracts in Section 8.

Contract Number	Account Value	Product
Contract Number	Account Value	Product
Contract Number	Account Value	Product

6 Replacement Information (List additional policies/contracts in Section 8.)

Do you own any existing annuities or life insurance? Yes No
 (If Yes, a replacement form is required for applications signed in an NAIC state.)
 Will the proposed contract replace any existing annuity or life insurance? Yes No
 (If Yes, complete the information below with the contract information being replaced and provide the applicable state replacement form(s) for the state signed. The replacement form for NAIC states in the question above would also fulfill this replacement requirement.)

Company	Approximate Transfer Amount	Policy/Contract Number	Replacement of Annuity/Life
	\$		<input type="checkbox"/> Annuity <input type="checkbox"/> Life
	\$		<input type="checkbox"/> Annuity <input type="checkbox"/> Life
	\$		<input type="checkbox"/> Annuity <input type="checkbox"/> Life

7 Owner/Joint Owner Identification

Important Information About Customer Identification

Federal law requires all financial institutions, including insurance companies, to obtain, verify and maintain information that identifies each person who applies for an annuity contract. The insurance company may use third party sources to verify the information provided.

Your representative/agent will ask to see your driver’s license, passport or other government issued identification that will allow us to verify your identity.

Check one form of ID: Owner

Individual Owner Driver’s License Passport Other _____

Non-Individual Owner Certified Articles of Incorporation Partnership Agreement Trust Document

ID Number	State/Country of Issuance	ID Expiration Date
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Check one form of ID: Joint Owner, if any

Individual Owner Driver’s License Passport Other _____

Non-Individual Owner Certified Articles of Incorporation Partnership Agreement Trust Document

ID Number	State/Country of Issuance	ID Expiration Date
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For an annuity owned by a corporation, association, partnership or trust, customer identification may require that articles of incorporation, partnership agreement or trust document be provided to us. Such documents will be retained solely for the purposes of customer identification and we accept no responsibility for the enforcement or administration of any of the terms of such documents.

8 Additional Remarks

9 Owner's Statement

The Owner(s) understands and agrees that:

1. The above statements and answers are true, complete, and correct to the best of his or her knowledge and belief.
2. The statements made shall form the exclusive basis of any annuity issued hereon.
3. Checks must be made payable to Lincoln Life & Annuity Company of New York, not to the representative/agent. The cancelled check is the receipt.
4. Only a Company officer can make, modify, discharge, or waive any of the Company's rights.
5. Under penalties of perjury, the Owner(s) certifies that: (1) the Social Security Number(s) or Tax Identification Number(s) reported above for the Owner(s) is the correct number (or the Owner(s) is waiting for a number to be issued); and (2) the Owner(s) is not subject to backup withholding either because (a) the Owner(s) has not been notified by the Internal Revenue Service (IRS) that the Owner(s) is subject to backup withholding as a result of a failure to report all interest or dividends, or (b) the IRS has notified the Owner(s) he or she is no longer subject to backup withholding.
6. Placing an annuity in a tax qualified retirement plan (e.g., an IRA) will result in no additional tax advantage from the annuity.
7. **Any annuity issued upon this application shall be considered a contract of the state in which the contract is delivered and terms shall be construed in accordance with the laws of that state.**
8. **The annuity will become effective on the date of issue. In the event that the initial purchase payment for this application is not acceptable, Lincoln Life & Annuity Company of New York's liability will be limited to a return of any payment made.**

Application signed in (State)

Signature of Contract Owner

Date

Signature of Joint Contract Owner, if any

Date

Signature of Annuitant (if other than the Owner)

Date

Signature of Contingent Annuitant, if any

Date

10 Representative/Agent Information (Licensing appointment with the Company is required for this application to be processed. If more than three representatives/agents, please indicate Names, Percentages, and Representative/Agent Codes in Section 8.)

Yes No To the best of my knowledge, the annuity applied for is intended to replace or change existing life insurance or annuities. If replacement or change is involved, I have attached copies of Comparison and Notice Statements and a list of companies involved, as required.

Yes No I personally met with the Owner(s), reviewed the government issued identification described above and verified to the best of my knowledge, that it accurately reflects the identity of the Owner(s). If Owner(s) is a business or trust entity, I reviewed documentation confirming the entity's legal status and state of formation.

I/We hereby certify that I/we witnessed the signature(s) in Section 9 and that all information contained in this application is true to the best of my/our knowledge and belief. I/We also certify that I/we have used only Company approved sales materials in conjunction with this sale, and copies of all sales materials were left with the applicant(s). Any electronically presented sales material will be provided in printed form to the applicant no later than at the time of contract delivery.

The undersigned confirms this contract was principally negotiated, issued and delivered in the state where the application was signed. Any communication pertaining to this contract also occurred in the state where the application was signed.

Representative/Agent Name (print as it appears on State and/or FINRA Licensing) Representative/Agent Number (required)

Representative/Agent Signature Date

Client Account Number at Dealer (if applicable) Representative/Agent SSN (required) Representative/Agent Telephone Number

Agency/Dealer's Name Branch Number

Branch Address Representative/Agent Email Address

City State Zip

Check if Representative/Agent change of address

Additional Representatives/Agents

Name Percentage Representative/Agent Number (required)

Representative/Agent Signature Date Representative/Agent SSN (required)

Name Percentage Representative/Agent Number (required)

Representative/Agent Signature Date Representative/Agent SSN (required)

Send completed application with a check made payable to Lincoln Life & Annuity Company of New York to your Dealer's home office (if applicable) or to:

Mailing Address:
The Lincoln National Life Insurance Company
Servicing Office - PO Box 2348
Fort Wayne, IN 46801-2348

Overnight Address:
The Lincoln National Life Insurance Company
Individual Annuity Operations
1300 South Clinton Street
Fort Wayne, IN 46802

FIXED ANNUITY SUITABILITY FORM

This form is required for all fixed annuity products with fixed and/or indexed rates.

It is important that the annuity contract* you choose is suitable for your insurance needs and financial objectives. If the purchase of this annuity contract involves a replacement of an existing annuity or life insurance policy, you should know that the Company does not encourage such replacements unless you have all the relevant facts. You should be reasonably satisfied that the product meets your needs and objectives; that you are fully educated on the advantages and disadvantages of a replacement; that you have the knowledge necessary to make an informed decision; and that you have received complete and accurate replacement forms as required by state regulations. The Company expects each producer selling its products to determine the appropriateness of each product recommendation according to the Company's guidelines prior to submitting an application. Please read the questions and statements on this Fixed Annuity Suitability Form carefully. **If you prefer not to provide some or all of the information in item (2) below, you must check the corresponding box next to the requested information.**

1. GENERAL INFORMATION

- a. Owner/Applicant's Name: _____ Age (years): _____
 b. New Contract Surrender Charge Period: _____
 c. Social Security/Tax ID Number: _____
 d. Total Premium/Purchase Payment: _____

2. FINANCIAL INFORMATION

Check box next to item if you do not want to disclose information.

- a. What is your annual income? \$ _____
 What is your net worth? (excluding home, furnishings and auto) \$ _____
 What is the amount of your liquid assets? (checking account, savings account, CDs, stocks, bonds, mutual funds, annuities, etc.) \$ _____
 b. Is the percentage of purchase premium to liquid assets greater than 25% of the liquid assets? Yes No
 If "Yes", what percentage? _____ %

3. APPROXIMATE FEDERAL TAX BRACKET

What is your approximate federal tax bracket? less than 15% 15-28% Greater than 28%

4. FINANCIAL OBJECTIVE(S)

What are your financial objectives? (check all boxes that apply) Income Tax Deferral Asset Accumulation Guarantees
 Income Protection of Principal Pass on to Beneficiaries Other _____

5. SOURCE OF FUNDS

- a. What is the source of funds for purchasing this fixed annuity? (check all boxes that apply) Annuity Life Insurance CDs
 Savings/Checking Reverse Mortgage/Home Equity Loan Mutual Funds Other _____
 b. Will you incur a surrender charge or penalty to fund the purchase of this fixed annuity? Yes No
 If yes, how much? _____
 c. Is the proposed annuity contract a replacement of an existing annuity contract or life insurance policy? Yes No
 If 'yes', what type of product is being replaced? Fixed Annuity Indexed Annuity Variable Annuity Life Insurance
 d. I am replacing my existing policy or contract because:

*Contract may be referred to as "policy" or "certificate."

(Complete and Return with the Fixed Annuity Application.)

6. AVAILABLE FUNDS

Do you have sufficient cash or other liquid assets for living expenses and any expenses for unexpected emergencies, such as medical expenses, in excess of the premium you are paying for this fixed annuity? Yes No

If "No", please explain: _____

7. TIME HORIZON

Do you intend to withdraw more than 10% of the contract's accumulation value in any contract year during the contract's surrender charge period ? (This question applies to a deferred annuity only and does not apply to a Single Premium Immediate Annuity ("SPIA").)

Yes No N/A (SPIA)

8. DISTRIBUTIONS

How do you anticipate taking distributions from this annuity? (check all boxes that apply) (This question applies to a deferred annuity and does not apply to a Single Premium Immediate Annuity ("SPIA").)

Annuitize Partial surrenders (including "free partial withdrawals") Lump sum
 Required Minimum Distribution Systematic withdrawals N/A (SPIA)

9. SURRENDER CHARGES

a. I understand that this annuity contract has surrender charges for early withdrawals, surrenders or termination. I intend to keep the annuity contract at least through the contract's surrender charge period. I have been provided with and read a product disclosure statement that discloses the surrender charge period and the surrender charge percentages for this annuity contract. (These statements apply to a deferred annuity and do not apply to a Single Premium Immediate Annuity ("SPIA").)

Yes No N/A

b. I understand that the SmartIncomeSM Inflation Annuity contract has surrender charges for early unscheduled payments. I have been provided with and read a product disclosure statement that discloses the surrender charge period and the surrender charge percentages for this annuity contract. Yes No N/A

OWNER/APPLICANT'S STATEMENT

I confirm the information given is accurate. My agent has discussed surrender charges and other costs with me and I believe that the annuity contract is appropriate for my insurance needs and financial objective(s).

Owner/Applicant's Signature

Date

Joint Owner/Applicant's Signature

Date

AGENT'S STATEMENT

I believe the purchase of this annuity contract is suitable based on information provided by the Owner/Applicant(s) regarding his/her insurance needs and financial objective(s). I have discussed the advantages and disadvantages of discontinuing or modifying an existing long-term care policy, life insurance policy or annuity contract (if applicable) with my client, including the replacement concerns and issues mentioned above. I have determined that the existing coverage or annuity contract (if applicable) no longer meets the client's insurance needs and objectives and that the proposed annuity contract is appropriate in accordance with the Company's Fixed Annuity Suitability Position Statement and, if applicable, Appropriateness of Replacements Position Statement. I have used only Company approved sales material in conjunction with this sale. I have left copies of all sales material with the Owner/Applicant(s) at the time the Application was submitted.

Agent's Signature

Date

Agent's Printed Name



LINCOLN FINANCIAL GROUP® PRIVACY PRACTICES NOTICE

The Lincoln Financial Group companies* are committed to protecting your privacy. To provide the products and services you expect from a financial services leader, we must collect personal information about you. **We do not sell your personal information to third parties.** We share your personal information with third parties as necessary to provide you with the products or services you request and to administer your business with us. This Notice describes our current privacy practices. While your relationship with us continues, we will update and send our Privacy Practices Notice as required by law. Even after that relationship ends, we will continue to protect your personal information. **You do not need to take any action because of this Notice, but you do have certain rights as described below.**

INFORMATION WE MAY COLLECT AND USE

We collect personal information about you to help us identify you as our customer or our former customer; to process your requests and transactions; to offer investment or insurance services to you; to pay your claim; or to tell you about our products or services we believe you may want and use. The type of personal information we collect depends on the products or services you request and may include the following:

- **Information from you:** When you submit your application or other forms, you give us information such as your name, address, Social Security number; and your financial, health, and employment history.
- **Information about your transactions:** We keep information about your transactions with us, such as the products you buy from us; the amount you paid for those products; your account balances; and your payment history.
- **Information from outside our family of companies:** If you are purchasing insurance products, we may collect information from consumer reporting agencies such as your credit history; credit scores; and driving and employment records. With your authorization, we may also collect information, such as medical information from other individuals or businesses.
- **Information from your employer:** If your employer purchases group products from us, we may obtain information about you from your employer in order to enroll you in the plan.

HOW WE USE YOUR PERSONAL INFORMATION

We may share your personal information within our companies and with certain service providers. They use this information to process transactions you have requested; provide customer service; and inform you of products or services we offer that you may find useful. Our service providers may or may not be affiliated with us. They include financial service providers (for example, third party administrators; broker-dealers; insurance agents and brokers, registered representatives; reinsurers and other financial services companies with whom we have joint marketing agreements). Our service providers also include non-financial companies and individuals (for example, consultants; vendors; and companies that perform marketing services on our behalf). Information we obtain from a report prepared by a service provider may be kept by the service provider and shared with other persons; however, we require our service providers to protect your personal information and to use or disclose it only for the work they are performing for us, or as permitted by law.

When you apply for one of our products, we may share information about your application with credit bureaus. We also may provide information to group policy owners, regulatory authorities and law enforcement officials and to others when we believe in good faith that the law requires disclosure. In the event of a sale of all or part of our businesses, we may share customer information as part of the sale. **We do not sell or share your information with outside marketers who may want to offer you their own products and services; nor do we share information we receive about you from a consumer reporting agency. You do not need to take any action for this benefit.**

SECURITY OF INFORMATION

We have an important responsibility to keep your information safe. We use safeguards to protect your information from unauthorized disclosure. Our employees are authorized to access your information only when they need it to provide you with products, services, or to maintain your accounts. Employees who have access to your personal information are required to keep it confidential. Employees are trained on the importance of data privacy.

Questions about your personal information should be directed to:

Lincoln Financial Group
Attn: Enterprise Services Compliance-Privacy, 6C-00
1300 S. Clinton St.
Fort Wayne, IN 46802

Please include all policy/contract/account numbers with your correspondence.

*This information applies to the following Lincoln Financial Group companies:

First Penn-Pacific Life Insurance Company	Lincoln Investment Advisors Corporation
JPSC Insurance Services, Inc.	Lincoln Life & Annuity Company of New York
LFA, Limited Liability Company	Lincoln Variable Insurance Products Trust
Lincoln Financial Advisors Corporation	The Lincoln National Life Insurance Company
Lincoln Financial Securities Corporation	

ADDITIONAL PRIVACY INFORMATION FOR INSURANCE PRODUCT CUSTOMERS

CONFIDENTIALITY OF MEDICAL INFORMATION

We understand that you may be especially concerned about the privacy of your medical information. We do not sell or rent your medical information to anyone; nor do we share it with others for marketing purposes. We only use and share your medical information for the purpose of underwriting insurance, administering your policy or claim and other purposes permitted by law, such as disclosure to regulatory authorities or in response to a legal proceeding.

MAKING SURE MEDICAL INFORMATION IS ACCURATE

We want to make sure we have accurate information about you. Upon written request we will tell you, within 30 business days, what personal information we have about you. You may see a copy of your personal information in person or receive a copy by mail, whichever you prefer. We will share with you who provided the information. In some cases we may provide your medical information to your personal physician. We will not provide you with information we have collected in connection with, or in anticipation of, a claim or legal proceeding. If you believe that any of our records are not correct, you may write and tell us of any changes you believe should be made. We will respond to your request within 30 business days. A copy of your request will be kept on file with your personal information so anyone reviewing your information in the future will be aware of your request. If we make changes to your records as a result of your request, we will notify you in writing and we will send the updated information, at your request, to any person who may have received the information within the prior two years. We will also send the updated information to any insurance support organization that gave us the information, and any service provider that received the information within the prior 7 years.

Questions about your personal medical information should be directed to:

Lincoln Financial Group
Attn: Medical Underwriting
P.O. Box 21008
Greensboro, NC 27420-1008

The CONFIDENTIALITY OF MEDICAL INFORMATION and MAKING SURE INFORMATION IS ACCURATE sections of this Notice apply to the following Lincoln Financial Group companies:

First Penn-Pacific Life Insurance Company
Lincoln Life & Annuity Company of New York
The Lincoln National Life Insurance Company

**3. NON-QUALIFIED ANNUITY, ENDOWMENT OR LIFE INSURANCE CONTRACT:
AUTHORIZATION FOR 1035 TAX-FREE EXCHANGE**

Please confirm the availability of these options with both the surrendering and receiving company.

Full Exchange

If purchasing a Life Insurance policy, select any of the following that apply:

Loan Carry Forward (Not available for annuities) Specify Loan Amount: \$ _____
See Note E. below.

Modified Endowment Contract (MEC)

Partial Exchange (Applicable to Annuity Contracts Only)

I wish to request a partial 1035 Exchange from the aforementioned annuity contract in the amount of:

\$ _____ or _____ % , or

Penalty Free Amount (This amount is subject to change based on the product provisions. Please check with the surrendering company to verify the amount)

- A. I fully assign and transfer all claims, options, privileges, rights, title and interest to either all of the life insurance policy, all of the annuity contract or part of the annuity contract value identified in the Contract Information section on page 1 to the receiving company. The sole purpose of this assignment is to effect a tax-free exchange under Section 1035(a) of the Internal Revenue Code. All of the powers, elections, appointments, options and rights I have as owner of the contract, including the right to surrender, are now exercisable by the receiving company. Simultaneous with a full assignment, I also revoke all existing beneficiary designations under the Assigned Policy. Other than the above mentioned owner, no person, firm, or corporation other than myself and the insurer that issued the above numbered policy, has an interest in said policy. No proceedings in insolvency or bankruptcy have been instituted by or against me. I understand that the receiving company intends to surrender the contract for the cash value; or if this is a partial exchange, the portion assigned, subject to its terms and conditions, and to use the proceeds as the purchase payment for the new contract to be issued by the receiving company. I authorize the surrendering company to send the proceeds directly to the receiving company and understand that fees and surrender charges may apply. This exchange is subject to acceptance by the receiving company. The receiving company is not liable for changes in market value that may occur before the proceeds are received by the receiving company in good order and allocated to the new contract. Prior to the date of receipt of the proceeds by the receiving company, no value will accrue or be earned on the receiving company contract.
- B. If this is a partial exchange, I understand that it is subject to Revenue Ruling 2003-76, which dictates how much of the original contract's cost basis must be allocated to the new contract. The cost basis should be allocated ratably between the two contracts based on the percentage of the value retained in the original contract and the percentage of the value transferred to the new contract. For example, if the contract value is \$100,000 and basis is \$50,000, and I assign 30% for a partial exchange, then \$15,000 (30% of \$50,000) of the basis would be applied to the new contract. I understand that the IRS has raised concerns about annuity contract owners using partial exchanges to avoid income tax, and I certify that I am not entering into this transaction for the purpose of reducing or avoiding income tax or the 10% penalty tax for early withdrawals.

I expressly represent that the sole purpose is to effect a partial 1035 exchange of an annuity contract. However, I acknowledge that pursuant to Revenue Procedure 2008-24, withdrawals from annuitization, taxable owner or annuitant changes, or surrenders of either the original contract or the new contract during the 12 month period following the partial exchange will retroactively negate the partial exchange unless one of the following applies:

- I take a withdrawal that is allocable to pre-8/14/82 investment in the contract; or
- I reach age 59 ½, become disabled (as defined by Internal Revenue Code section 72(m)(7)), die, obtain a divorce, or suffer a loss of employment after the partial exchange was completed.
- I take a withdrawal from a qualified funding asset under Internal Revenue Code section 130(d).

I acknowledge that the receiving company has made no representations concerning any tax treatment of this transaction. I understand that the receiving company has neither responsibility nor liability for the validity of this transaction or for my treatment under Section 1035(a) of the Internal Revenue Code or otherwise. Therefore, I agree to release and hold harmless the receiving company and its agents from any and all liability arising from, relating to, or in connection with, the taxation of a partial exchange of the above listed contract. I have been directed to consult my tax or legal advisor before proceeding.

- C. I authorize the receiving company to rely upon the cost basis information provided by the surrendering company, but agree that the receiving company will assume no responsibility for determining or verifying cost basis. If cost basis is not provided, I acknowledge that more restrictive or less beneficial tax rules may apply to the amounts transferred. I acknowledge that the receiving company provides this form and participates in this transaction as an accommodation to me. The receiving company does not give tax or legal advice on the tax consequences for replacing one contract for another, and assumes no responsibility or liability for the validity of this assignment or for the tax treatment of this exchange under IRC Section 1035(a) or other laws or regulations.

**3. NON-QUALIFIED ANNUITY, ENDOWMENT OR LIFE INSURANCE CONTRACT:
AUTHORIZATION FOR 1035 TAX-FREE EXCHANGE (continued)**

- D. I agree that if the receiving company, in its sole discretion, determines that it is unlikely to receive timely payment of the full contract cash surrender values, the receiving company may reassign ownership of the policy/contract back to me.
- E. LOAN CARRY FORWARD - IF THE BOX ABOVE IS NOT CHECKED, THE RECEIVING COMPANY WILL ASSUME THAT THE LOAN(S) IS/ARE NOT TO BE CARRIED FORWARD. If this box is checked, I request that the policy to be issued by the receiving company be subject to indebtedness equal to the loan on the existing policy. I acknowledge that when issued, the provisions of the receiving company policy will apply to the indebtedness and that the benefits and values of that policy will be reduced accordingly for the amount loaned and interest. I understand that the receiving company may not process this request prior to issuing a policy under the following conditions: Surrender value is insufficient as determined by the receiving company policy's specifications or the existing insurer does not provide confirmation of cost basis with acknowledgement of loan carried forward.

4. TRANSFER OF FUNDS FROM NON-INSURANCE ACCOUNTS TO NON-QUALIFIED ANNUITIES

- Mutual Fund Shares Certificate of Deposit (CD) Brokerage Account

Investment Description: _____

I wish to liquidate and transfer:

- Entire Value or Partial Value, in the amount of: \$ _____ or _____ % of
the above referenced account directly to the receiving company.

Please indicate a specific maturity date in the SPECIAL INSTRUCTIONS FOR LIQUIDATING EXISTING CONTRACT OR ACCOUNT section.

The receiving company will apply all such funds received to an annuity contract issued to me. I understand that the receiving company assumes no responsibility for tax treatment of this matter and I shall be responsible for payment of all federal, state and local taxes incurred with respect to the liquidation of such account. I acknowledge that the earnings credited under the annuity contract will begin to accrue when the receiving company receives these proceeds and all other necessary paperwork in good order.

**5. TAX-QUALIFIED RETIREMENT ACCOUNTS / CONTRACTS REQUEST FOR DIRECT ROLLOVER / TRANSFER:
Please confirm the availability of these options with the receiving company.**

A. Transferred from:

- | | | | | |
|--|--------------------------------------|---|--------------------------------------|---------------------------------------|
| <input type="checkbox"/> Traditional IRA | <input type="checkbox"/> SEP- IRA | <input type="checkbox"/> SIMPLE IRA | <input type="checkbox"/> Roth IRA* * | <input type="checkbox"/> Pension Plan |
| <input type="checkbox"/> 401(a) | <input type="checkbox"/> 401(k) | <input type="checkbox"/> 401(k) Designated Roth Account | | <input type="checkbox"/> 457(b) Plan |
| <input type="checkbox"/> TSA 403(b) * | <input type="checkbox"/> Other _____ | | | |

* * Roth IRA funds can be transferred only to another Roth IRA.

* All existing TSA loans must be reconciled with your current carrier prior to the transfer.

Authorization for a TSA 403(b) transfer to a TSA 403(b):

This request for the direct transfer of non-ERISA assets from the TSA 403(b) (annuity contract) or 403(b)(7) (custodial account) identified in Section 1 of this form to a TSA 403(b) (annuity contract) established on my behalf by the receiving company. I hereby agree to surrender my interest as indicated above and authorize the receiving company to take whatever action necessary to effect this transfer. I further agree that the transferred funds shall be subject to the more stringent restrictions on distributions found in either the predecessor annuity contract or the receiving annuity contract. I intend this transaction to be a 403(b) transfer of funds pursuant to IRS final regulations. It is to be executed from financial institution to financial institution in such manner that it will not place me in actual or constructive receipt of all or any part of the transferred funds. Because this transaction constitutes a transfer of funds and not a distribution, withholding does not apply. (Provide the receiving company with any records or documents they may request with respect to this transfer.)

I understand that the failure of a transfer to meet all of the requirements of Treasury Regulation Section 1.403(b)-10(b)(2) or Treasury Regulation Section 1.403(b)-10(b)(3) can result in the disqualification of the annuity into which the transfer is completed, as well as all other 403(b) annuities owned by me. I have been advised to consult with my legal advisor before making a transfer of a 403(b) contract.

B. Complete for all Transfers:

Note: Employer / Third Party Administrator must acknowledge by signing in Section 10.

I wish to liquidate and transfer from my present qualified account to the contract / policy I have established through the receiving company:

- Entire Value or Partial Value, in the amount of: \$ _____ or _____ % , or
 Penalty Free Amount (This amount is subject to change based on the product provisions.
Please check with the surrendering company to verify the amount)

6. SPECIAL INSTRUCTIONS FOR LIQUIDATING EXISTING CONTRACT OR ACCOUNT

By executing this form, I authorize the full or partial liquidation of my existing contract or account in accordance with the sections completed above. I hereby instruct the parties to process that liquidation:

- As soon as possible after receipt of all necessary forms
 On a specific date: _____
 At Maturity Date: _____ (Date must be prior to the maturity date of the existing contract)

If no box is checked, I understand that the liquidation will be done as soon as possible. Proceeds should be transferred to the receiving company immediately following liquidation.

7. RETURN OF LIFE INSURANCE POLICY OR ANNUITY CONTRACT

Does not apply to partial 1035 exchanges on annuity contracts. Unless the surrendering company's policy or contract is attached, I affirm that the policy or contract has been destroyed or lost and that reasonable effort has been made to locate it. To the best of my knowledge no one else has any right, title or interest in the contract, nor has it been assigned, pledged or encumbered, unless this is a life insurance policy with a loan to carry forward.

8. MAXIMUM ISSUE AGE DISCLOSURE

An annuity contract may not be issued should the funding requirements be received after reaching maximum issue age for the annuity contract applied for. If the funds are received after the maximum issue age, the contract may be rejected and the funds returned to their original source. The surrendering company may or may not take the funds back, which could result in a taxable event.

9. TAXPAYER IDENTIFICATION NUMBER CERTIFICATION

Under penalties of perjury, I certify that:

- 1. The number on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

10. SIGNATURES

The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to avoid backup withholding.

Table with 2 columns: Signature of Owner / Plan Administrator / Trustee, Date (mm/dd/yyyy); Signature of Joint Owner / Co-Trustee (if applicable), Date (mm/dd/yyyy); Signature of Proposed Insured (Life Only), Date (mm/dd/yyyy); Signature of Spouse (Required in AZ, CA, ID, LA, NV, NM, TX, WA and WI only), Date (mm/dd/yyyy); Signature of Irrevocable Beneficiary (if applicable), Date (mm/dd/yyyy).

Signature Guarantee (if applicable) (A separate guarantee is needed for each signature)

FOR TSA/403(b) TO TSA/403(b) TRANSFERS ONLY - EMPLOYER / THIRD PARTY ADMINISTRATOR SIGNATURE

By signing below, I am acknowledging that:

- a) I am authorizing this transfer / rollover request.
b) I am confirming that there is an information sharing agreement in place with the receiving company under 403(b) regulations.
c) All information provided on this form is accurate.

Table with 2 columns: Print Name of Employer or Third Party Administrator, Title of Employer or Third Party Administrator

Table with 2 columns: Signature of Employer or Third Party Administrator, Date (mm/dd/yyyy)

11. REMARKS

12. ACCEPTANCE OF 1035 EXCHANGE / TRUSTEE TRANSFER / DIRECT ROLLOVER
For the receiving company's use only

a) For Full 1035 Exchanges:

By signature of an authorized officer below, the receiving company accepts assignment of the above contract for purposes of complying with the client's intention of effecting a nontaxable exchange under IRC Section 1035. Please issue a check payable to the receiving company, the owner of the contract, for the full cash surrender value of the contract. Because the receiving company must know the cost basis, we request that you forward this information with the surrender check to the address provided.

Note: Any income on the exchange of this contract should be reported to the previous policy owner, not to the receiving company.

b) For Partial 1035 Exchanges:

By signature of an authorized officer below, the receiving company accepts the assignment of a portion of the value of the above annuity contract for purposes of complying with the contract owner's intent to effect a non-taxable partial exchange under IRC Section 1035. Because the receiving company has to obtain the contract owner's cost basis, we request that you forward this information to the receiving company with a surrender check to the address provided.

c) For Trustee Transfers / Direct Rollovers from Tax-Qualified Accounts / Contracts:

The receiving company will deposit funds received into a:

- | | | | | |
|--|--------------------------------------|---|-----------------------------------|---------------------------------------|
| <input type="checkbox"/> Traditional IRA | <input type="checkbox"/> SEP- IRA | <input type="checkbox"/> SIMPLE IRA | <input type="checkbox"/> Roth IRA | <input type="checkbox"/> Pension Plan |
| <input type="checkbox"/> 401(a) | <input type="checkbox"/> 401(k) | <input type="checkbox"/> 401(k) Designated Roth Account | | <input type="checkbox"/> 457(b) Plan |
| <input type="checkbox"/> TSA 403(b) | <input type="checkbox"/> Other _____ | Account #: _____ | | |

Print Name of Authorized Officer

Title of Authorized Officer

Signature of Authorized Officer

Date (mm/dd/yyyy)