

*Lincoln Director*SM group variable annuity

- ▶ General contract information
- ▶ Lincoln Financial Group notices
- ▶ Enrollment kit order form
- ▶ Transfer of assets

Send completed application to:

Lincoln Financial Group
New Business
1300 S. Clinton Street, Suite 500
P. O. Box 2248
Fort Wayne, IN 46801-2248
800 248-0838
260 455-5984 fax

Contents

Section A – General contract information

- 1. General information..... 1
- 2. Plan Sponsor information..... 1
- 3. Plan information..... 2
- 4. Service Provider/Third Party Administrator (TPA)..... 2
- 5. Tax reporting..... 2
- 6. Contract information and disclosure..... 3
- 7. Investment Options..... 4
- 8. Contribution sources..... 5
- 9. Contract administration..... 6
- 10. Financial Advisor information..... 7
- 11. Authorizations and signatures..... 8

Section B – Lincoln Financial Group notices

- Privacy notice..... 9
- Float notice..... 11
- Business continuity..... 11

Section C – Enrollment kits

- Enrollment kit order form..... 12

Section D – Transfer of assets

- Guidelines..... 14
- Sample letter of intent..... 15
- Liquidation of assets form..... 16
- Blackout notice instructions..... 19
- Blackout notice form..... 21
- Takeover assets mapping guide form..... 22
- Loan record-keeping agreement..... 24

Section E – Pension unincorporated employer’s financial experience representation..... 25

Section F – Blanket authorization

- Blanket authorization form..... 26



Section A – General contract information

1. General information

- Plan status (check one)

New plan Takeover of an existing plan

If takeover is checked, please review and complete Section D, Transfer of Assets. As Plan Sponsor/Trustee, I authorize Lincoln Financial Group to deposit the takeover assets into the default investment option in my contract if a detailed participant breakdown is not received with the money. Any earnings (gains/losses) the default investment option receives, while the money is in the investment option, will be allocated to the participants on a pro-rata basis after the takeover assets are allocated, unless otherwise instructed by the Plan Sponsor/Trustee.

Note: You will be contacted by our takeover/conversion team to assist you with the transfer of assets.

- Contract status (check one)

New contract
 Contract conversion – current contract number(s) _____

What assets will be transferred to the new contract? All Part

- Who will provide the following services?

– Plan document services, such as the preparation of the plan document, summary plan description and 5300 Series forms for submission to IRS, if applicable.

– Plan administration (ongoing) services, such as 5500 reporting, nondiscrimination testing, and loan administration.

– Check one of the following

Lincoln Financial Group will provide plan document services.*
 Lincoln Financial Group will not provide plan document or plan administration services.

*Also complete the Request for 401(a) or 401(k) Plan Document and Plan Administration Services, Form EM28114-DI.

- Do you need enrollment materials?

Yes Order enrollment kits by completing the attached Enrollment Kit Order form, EM60810RFC-LD-TB.
 No I'm sending an electronic census file with the participants' investment elections.

- Where should employer material, such as the contract and administration manual, produced via the processing of this application be mailed?

Financial Advisor/Broker Trustee Plan Sponsor

Note: Participant welcome packages for allocated contracts will automatically be mailed to the participant.

- Ongoing quarterly statements

How should the **employer's name** appear on the quarterly statement? Address not required.

- Quarterly statements will be mailed to the participant's home address.

2. Plan Sponsor information

Plan Sponsor _____

Contact name _____

Address _____

City _____ State _____ Zip _____

E-mail _____

Phone _____ - _____ - _____ Fax _____ - _____ - _____

Employer ID number (EIN) _____ Trust ID number (TIN) _____

- Employer type (*check one*) Single employer Multiple employer
 - Type of sponsor organization for tax purposes (*check one*)
 - For-profit corporation S corporation Sole proprietor*
 - Not-for-profit corporation Partnership* Limited liability partnership*
 - Limited liability company* taxed as: Partnership* Corporation S corporation
 - Other
- * Complete Section F

3. Plan information

- Plan type (*check one*)
 - 401(k) Money purchase Profit sharing 457(b) Governmental
- Legal name of plan _____
- 3-digit plan serial number _____
- Primary Trustee _____ Title _____
 Primary Trustee address, if different than Plan Sponsor
 Address _____
 City _____ State _____ Zip _____
- Secondary Trustee _____ Title _____
- Plan year from _____ (month/day) to _____ (month/day)

4. Service Provider/Third Party Administrator (TPA)

Service Provider/TPA name _____

Contact name _____

Address _____

City _____ State _____ Zip _____

E-mail _____

Phone _____ - _____ - _____ Fax _____ - _____ - _____

Note: Please see the optional Blanket Authorization form on page 26 to approve additional TPA administration.

5. Tax reporting

The Internal Revenue Code requires the plan administrator to withhold and report taxes on Form 1099 on all taxable distributions from all qualified retirement plans. The plan administrator is allowed to transfer this withholding responsibility. (*check one*)

Yes I choose to transfer the withholding responsibility to Lincoln Financial Group. I agree to provide Lincoln Financial Group with the information necessary to fulfill this responsibility. I understand that Lincoln Financial Group will make all checks for benefit distributions payable to the participant and will withhold and send all applicable taxes to the IRS. Lincoln Financial Group will provide the required IRS Form 1099, in a time period required by law, for attachment to the participant's tax return.

No I choose not to transfer the withholding responsibility to Lincoln Financial Group. I relieve Lincoln Financial Group of any responsibility in reporting this type of event. However, I do authorize Lincoln Financial Group to make direct rollovers if the participant elects to keep the funds with Lincoln Financial Group.

6. Contract information and disclosure

The effective date of the contract will be the first day of the month this form is received by New Business in good order.

- **Initial asset fee** _____ %

The initial asset fee will be reviewed annually on the contract effective date. The asset fee will be adjusted according to the schedule provided in the investment contract based on the total assets and average account balance.

- **Contract type**

Allocated (contract provides account balances on a participant level)

- **Contract pricing**

- Base (Investment contract only)
- Select (fees for plan administration services are billed separately)
- Other pricing _____
- Special pricing tracking number _____

- **Contract charge information**

- The asset fee will be withdrawn from account value.
- The per participant account charge will be withdrawn from account value. Account charge varies by contract pricing.
- Should the asset fees and account charges appear on the statement?
 - Yes, will show as a withdrawal from each participant account.
 - No, the deduction for asset fees and account charges will be netted out of earnings.

- Estimated takeover asset amount \$ _____
- Estimated annual contribution amount \$ _____
- Estimated average account balance \$ _____
- Estimated number of participant accounts _____

Note: To establish a Lincoln DirectorSM contract with administration handled by a TPA, start-up plans must have a minimum of 5 eligible lives, and takeover plans must have 5 participating lives or \$50,000 in conversion assets.

You represent that the information provided is accurate. The asset fee is based on the estimated plan valuation data provided. If actual plan characteristics vary from the assumptions at the time of plan establishment, the pricing will be adjusted accordingly.

- **Surrender charges**

Year 1 _____ % Year 4 _____ %
Year 2 _____ % Year 5 _____ %
Year 3 _____ % Year 6 _____ %

Not applicable for the contract pricing selected

- **Surrender charge reimbursement**

Yes No If "Yes," indicate percentage _____ % (must be whole percentage)

Commission schedule disclosure

The Department of Labor Prohibited Transaction Class Exemption 84-24 requires that certain information be provided to an independent fiduciary of the plan when insurance or annuity contracts are purchased for an employee benefit plan. The information which follows is intended to meet the Department of Labor requirements.

Commissions will be paid by Lincoln Financial Group to the Financial Advisor or to the Financial Advisor's Broker/Dealer, or Agency on the sale of the products indicated below. **The commissions listed are selected by the Financial Advisor from a range of pricing options offered. These options have varied cost and commission structures that enable the Financial Advisor to match the cost of the plan to the level of services he or she will provide.**

Type of insurance or annuity contract or transaction

Commission schedule

Group Variable Annuity contract
(check and complete all that apply)

Deposit-based commissions _____.____% all years

Deposit-based commissions _____.____% years _____

Asset-based commissions _____.____% all years

Asset-based commissions _____.____% years _____

Group Deferred Annuity* asset-based commissions 0.40% for all years

* This distribution option allows individual plan participants with a vested account balance of \$5,000 or more to take their distribution in the form of a Lincoln Group Deferred Annuity (GDA). They are able to keep their assets in the same investment options they have become familiar with in the *Lincoln Director*SM group variable annuity.

Note: Distributions to a GDA as a result of a plan termination are not allowed in the state of Oregon. GDAs are not currently offered in the state of New York.

- You understand the expense charges, adjustments, or other charges that may be applicable to the product as outlined in the proposal.
- You are authorized to approve these matters on behalf of the plan and approve the purchase of the contract referenced above.
- You understand the provisions of this contract will govern when accepted.

A copy of this form should be retained by the Financial Advisor for six years from the date of this disclosure statement. No additional disclosure will be required to be made upon any subsequent sale to the plan, with respect to the same annuity contract or transaction and the same commission schedule, if such sale is made within three years of the date of this disclosure.

In addition, the Third Party Administrator (TPA) utilized by your Plan, if any, may be eligible to participate in partner recognition programs and promotional programs sponsored by Lincoln National Corporation and its affiliates. These programs seek to compensate TPAs using formulae with established criteria including: total assets in contracts administered by the TPA; deposits into contracts issued within the previous 12 months; retention of assets and other factors. Payments are not made from the assets of your Plan or from your contract, but rather are made from the financial resources of The Lincoln National Life Insurance Company. Any such payments are reported on the Schedule A for the Form 5500.

7. Investment options

- Investment lineup (check one)

Full lineup

Lincoln Ibbotson Insight Series¹ (separate Ibbotson agreement must be completed)

Customized lineup (Complete the Enrollment Kit Order Form, EM60810RFC-LD-TB (page 12) and return to New Business at the address shown on the inside front cover. If submitting census electronically, complete only page 2 of the EM60810RFC-LD-TB form.)

¹ The Lincoln Ibbotson Insight Series is not an investment option. It is a fund lineup chosen by Ibbotson and Associates from the investment options that Lincoln Financial Group selects for the *Lincoln Director*SM group variable annuity. Ibbotson and Associates is not a member of Lincoln Financial Group. Ibbotson Associates Advisors, LLC, 225 North Michigan Ave., Suite 700, Chicago, IL 60601-7676.

• **Qualified Default Investment Alternatives (QDIA) selections**

Ongoing contributions received without investment instructions will be deposited into the following default account¹:

Balanced options:	<input type="checkbox"/> SA95 LVIP Wilshire Conservative Profile <input type="checkbox"/> SA96 LVIP Wilshire Moderate Profile <input type="checkbox"/> SA97 LVIP Wilshire Moderately Aggressive Profile <input type="checkbox"/> SA1B American Funds American Balanced <input type="checkbox"/> SA1F American Funds Capital Income Builder <input type="checkbox"/> SA1L American Funds Income Fund of America <input type="checkbox"/> SA2I FTVIPT Franklin Income Securities <input type="checkbox"/> SA2R MFS VIT Total Return <p>The LVIP Wilshire Aggressive Profile is not a viable QDIA as it may be invested at or near 100% in equities at any given point in time.</p>
Life Cycle options:	<input type="checkbox"/> Wilshire Target Maturity Profiles ² : SAL1 LVIP Wilshire 2010 Profile – birth year before 1947 SAL2 LVIP Wilshire 2020 Profile – birth year 1947-1957 SAL3 LVIP Wilshire 2030 Profile – birth year 1958-1967 SAL4 LVIP Wilshire 2040 Profile – birth year 1968 and after – The LVIP Wilshire Profile will be selected based on each participant's year of birth.
Managed Account Option	<input type="checkbox"/> 401k Toolbox [®] Manage It For Me [®] account management ^{1,3} – In order to use the 401k Toolbox [®] Manage It For Me [®] account management as a QDIA you must complete the 401k Toolbox [®] Agreement for <i>Lincoln Director</i> SM Contractowners and submit with this request. – If participant's date of birth is not provided, the contributions will be invested in the Capital Preservation Model until the correct date of birth is received. Upon receipt of the date of birth, 401k Toolbox [®] will transfer the assets and change the future investment allocations to the age appropriate model. – The Short Term investment option will be the plan level default for situations such as fund closings for participants who are not in the managed account.

¹ The investment options listed above meet the Department of Labor's (DOL's) Qualified Default Investment Alternative (QDIA) criteria.

² In order to use the Life Cycle options, the plan sponsor must agree to provide date of birth information for the participant along with contributions. If the date of birth is not provided, contributions will be invested in the Short Term investment option until the missing information is received. Upon receipt, the participant's future investment allocations will be directed to the age-appropriate Life Cycle option. The participant's accumulated balance will remain in the Short Term investment option until the participant transfers the balance by accessing their account via the Web or by contacting the Participant Contact Center.

³ 401k Toolbox[®] investment advice and account management services are provided by PMFM, Inc., a registered investment advisor. 401k Toolbox[®] and PMFM, Inc., are not members of Lincoln Financial Group.

Reminder: As required by the DOL, an initial and annual notice must be provided to affected participants (those with defaulted investments) by the plan sponsor. In order to receive fiduciary protection, the plan sponsor must provide notices at least 30 days before initial investment into the QDIA and at least 30 days before the plan year beginning. Sample notices for each QDIA investment option can be downloaded at www.lincolndirector.com.

If the Qualified Default Investment Alternative Option is not chosen, contributions received without investment instructions will be deposited into the following default account:

SA _____ Account name _____

• **Other default fund selections** (If fund options listed below are not selected, SA14 will be used as the default account)

Employer account: This special account may be used for takeover assets or employer contributions that have yet to be allocated to participants' accounts. The following investment option will be used for the Employer Account:

SA _____ Account name _____

Forfeiture account: This special account is used to place forfeitures, until forfeitures are used by the plan. The following investment option will be used for the Forfeiture Account:

SA _____ Account name _____

For Takeover Plans only, please indicate fund option desired (if other than default account) to invest initial transfer of assets until breakdown is received:

SA _____ Account name _____

8. Contribution sources

- Which contribution sources will be allowed? **Note:** All contributions will be participant-directed unless otherwise instructed. Contributions received without investment instructions will be deposited in the default account.

- | | |
|---|--|
| <input type="checkbox"/> Employee pre-tax salary deferrals | <input type="checkbox"/> Rollover* |
| <input type="checkbox"/> Employee Roth 401(k) after-tax deferrals | <input type="checkbox"/> Qualified non-elective |
| <input type="checkbox"/> Employer matching | <input type="checkbox"/> Employee mandatory |
| <input type="checkbox"/> Employer Safe Harbor/SIMPLE non-elective | <input type="checkbox"/> Employee nondeductible voluntary |
| <input type="checkbox"/> Employer Safe Harbor/SIMPLE match | <input type="checkbox"/> Employer (non-matching) discretionary (profit sharing) |
| <input type="checkbox"/> Employer prevailing wage | <input type="checkbox"/> Employer contributions
(money purchase, target benefit, or governmental pick-up) |
| <input type="checkbox"/> Employer secondary match | |
| | <input type="checkbox"/> Other _____ |

Caution: Lincoln Financial Group suggests that only contribution sources actually used by the plan be included in the investment contract. We recommend that you contact your Service Provider/TPA to determine which contribution source(s) should be included. If this is a takeover plan or contract conversion, you will also want to refer to your plan document.
*By checking this box, as Plan Sponsor/Trustee, I authorize Lincoln Financial Group to process participant rollover contributions to the participant's account.

9. Contract administration

- Who will be responsible for remitting contributions?

- Service Provider/TPA named in Section 4 on page 2
- Other (specify name) _____

E-mail (required) _____

Phone _____ - _____ - _____ Fax _____ - _____ - _____

Please select the system access level this person should have? Full access Contribution submission-only access

- As Plan Sponsor/Trustee, I authorize the following individuals to sign on my behalf for administration of the contract with regard to day-to-day functions such as authorizing loans and distributions.

Name (please print) _____ Title _____

Name (please print) _____ Title _____

- If the plan permits loans, who will be responsible for loan tracking? (check one)

- Other/Service provider/TPA Lincoln Financial Group*

***Note:** The Loan record-keeping agreement, form EM50894RFC-DIN (page 24), must be completed by the Trustee. The Loan record-keeping agreement outlines the fees that will be charged for this service.

- The Financial Advisor for this plan will always have view-access to participant accounts. Do you also want to grant the Financial Advisor full investment option transfer access? Yes No

Note: If you grant this additional access, the Financial Advisor will be able to perform trades and make investment changes on behalf of all plan participants as part of this access. While the Financial Advisor should only initiate trades and make investment changes at the explicit direction of a plan participant, the access provided if you agree to it in this paragraph could allow the Financial Advisor to perform such transactions even if the plan participant has not provided such explicit direction. You should be confident in the Financial Advisor and his or her understanding of the limited purpose of full system investment option transfer access provided by your consent.

By signing the Authorizations and Signatures section on page 8, the Financial Advisor acknowledges that he/she may not exercise discretion with the above-referenced transactions and may not provide investment advice, investment management or act as a plan fiduciary on behalf of any participant.

- Select one contribution frequency 52 times 26 times 24 times 12 times Other _____

Note: Contributions should be remitted to Lincoln Financial Group as soon as possible, but no later than the 15th business day of the month following the month in which the participant contributions are withheld or received by the employer.

- Select one contribution option Internet Diskette

- Payment method for contributions (check one)

- Check (drawn on the employer's account)
- Wire transfer
- Automated Clearing House (ACH) debit

ACH debit authorization

I hereby authorize The Lincoln National Life Insurance Company (Lincoln) to initiate debit entries from my checking account indicated at the depository named below. This authorization will only allow Lincoln to access funds that it is authorized to draw against. If I change financial institutions or account numbers, or wish to discontinue this agreement, I agree to provide Lincoln with a 30-day written notice. **Notice to the financial institution (or depository) only will not be sufficient.** Any debit returned to Lincoln marked "insufficient funds or uncollected funds" will automatically be processed against my account a second time. Lincoln assumes no responsibility for bank charges or, in the case of the registered security products, for investment losses on these debits.

Depository name _____
 Branch _____
 City _____ State _____ Zip _____
 ABA 9-digit checking account routing number _____
 Checking account number (requires a voided check) _____

10. Financial Advisor information

Financial Advisor name	Social Security number	Financial Advisor split	Broker Dealer/Agency name
_____	_____-_____-_____	_____	_____
_____	_____-_____-_____	_____	_____
_____	_____-_____-_____	_____	_____
= 100%			

Servicing Advisor name _____
 Address _____
 City _____ State _____ Zip _____
 E-mail _____
 Phone _____ - _____ - _____ Fax _____ - _____ - _____

- Is any Financial Advisor named above:
 - A party in interest (i.e., a partial owner or owner of the company purchasing this contract)? Yes No
 - A Plan Sponsor/Trustee of the plan? Yes No
 - A spouse of any of the Plan Sponsor/Trustees? Yes No

If "Yes" is checked in any box, a contract version that pays no commission must be selected to avoid a prohibited transaction.

- Who is the internal wholesaler assigned to this plan? _____ Territory code _____
- Who is the external wholesaler assigned to this plan? _____ Territory code _____

To be completed by Morgan Stanley brokers only

Broker branch number _____ Broker team number _____
 Broker state _____
 Current investment company _____

Contract questions?

- The person to contact with questions regarding the set up of this contract is?
 - Regional wholesaler Servicing representative Other (specify name): _____
 - E-mail _____
 - Phone _____ - _____ - _____ Fax _____ - _____ - _____

11. Authorizations and signatures

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

By signing below, I certify that I:

- Am authorized to purchase this contract on behalf of the plan and the contributions used for the payment of premiums are:
 - qualified under Section 401(a), 404(a)(2), or 414(d) of the Internal Revenue Code or in the opinion of my counsel are qualified, or
 - from a 457(b) Governmental plan.
- Understand that contributions should not be submitted with this application and I will be notified when the contract is active and ready to receive contributions. I also understand that if contributions are received before the contract is completed, Lincoln Financial Group will receive “float” on these contributions as outlined in the “Float notice” on page 11. I agree to be bound by the terms of this application and the contract when issued.
- As Plan Sponsor/Trustee, authorize Lincoln Financial Group to deposit the takeover assets into the default investment option that will be in my contract, if a breakdown of assets by participant is not received with the money. Any earnings the default investment option receives, while the money is in the investment option, will be allocated to the participants’ accounts on a pro-rata basis after the takeover assets are allocated, unless otherwise instructed by the Plan Sponsor/Trustee.
- Understand that retirement plan fiduciaries, including plan administrators, are required to be bonded or insured for an amount equal to at least \$1000 or 10% of plan assets up to a maximum of \$500,000.
- Authorize Lincoln Financial Group to annually file (if required for my plan) the Pooled Separate Accounts (PSAs) information directly with the Department of Labor.
- Grant the Service Provider/Third Party Administrator access to nonpublic contract and participant information.
- Have read, understand and agree to the provisions in the Contract Information and Disclosure section starting on page 3 of this application, and
 - have been advised that the Third Party Administrator, if any, utilized by my plan may be eligible to participate in partner recognition programs sponsored by Lincoln National Corporation and its affiliates, as outlined in the Contract Information and Disclosure section starting on page 3 of this application, and
 - understand that the Financial Advisor may select from a number of pricing options with varied costs and commissions.
- Have read, understand and agree to the provisions in the authorization of the ACH debit payment contribution method to secure Internet Web site, if selected, in the Contract Administration section on page 6-7 of this application and the Privacy Notice section on page 9 of this application.
- Agree to the rules governing the use of telephone services and online services.

Plan Sponsor/Trustee

Name *(please print)* _____ Title _____

Signature _____ Date _____

Name *(please print)* _____ Title _____

Signature _____ Date _____

Financial Advisor

Name *(please print)* _____ Date _____

Signature _____

Include city and state where this application is being signed

City _____ State _____



Section B - Privacy notice, float notice and business continuity

Note: Please make a copy of this notice for future reference or visit www.LincolnDirector.com for more information.

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:** You give us information when you submit your application or other forms, 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 from other individuals or businesses, such as medical information.
- **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 obtained 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

Keeping your information safe is one of our most important responsibilities. We maintain physical, electronic and procedural safeguards to protect your information. Our employees are authorized to access your information only when they need it to provide you with products and services or to maintain your accounts. Employees who have access to your personal information are required to keep it strictly confidential. We provide training to our employees about the importance of protecting the privacy of your information.

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

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

Allied Professional Advisors, Inc.	Lincoln Financial Securities Corporation (formerly known as Jefferson Pilot Securities Corporation)
First Penn-Pacific Life Insurance Company	Lincoln Investment Advisors Corporation
Hampshire Funding, Inc.	Lincoln Life & Annuity Company of New York
JPSC Insurance Services, Inc.	Lincoln Variable Insurance Products Trust
Lincoln Financial Advisors Corporation	The Lincoln National Life Insurance Company

Additional privacy information for insurance product customers

Confidentiality of medical information

We understand 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

Float notice

Another important priority for us is providing you with accurate information on how your investment contract works. Part of that responsibility includes informing you about “float.”

“Float” is a term that refers to interest earned: (i) on contributions from the date received by the investing company until the contributions are credited to the client's investment contract and (ii) on distributions from the date the distribution check is issued from the investment contract by the investing company until the date the check is presented for payment. Under these circumstances Lincoln National Corporation will receive “float” on contributions. Funds are deposited directly into an account of The Lincoln National Life Insurance Company (Lincoln). Interest will be earned on assets deposited into this account based on AA financial commercial paper 30-day investments.

Contributions

It is our policy to process contributions as soon as administratively possible and to credit your contract within three business days of receipt of contribution information in good order.

Distributions

Presentation for payment of distribution checks is controlled by the recipients of those checks. If the check is not presented for payment, float will continue to be earned through the period developed by Lincoln for handling “stale” checks. After that period, the funds will be re-deposited to the plan's investment contract. If the investment contract is no longer active, the funds will be deposited into the abandoned property account and will remain there until subsequently distributed. Our current understanding of applicable law is that such funds will not be escheated to any state. Funds in the abandoned property account will not earn interest and will continue to produce float earnings for Lincoln.

Business continuity and disaster recovery strategy

While Lincoln National Corporation (LNC) makes every effort to avoid business disruptions, it is reasonable and prudent to guard against potential disruptions and prepare plans that will enable our affiliated business units to recover from such disruptions and resume business functions.

LNC is headquartered in Philadelphia, PA, and has affiliated business offices located in Atlanta, GA; Concord, NH; Fort Wayne, IN; Greensboro, NC; Hartford, CT; Omaha NE; Schaumburg, IL; and Syracuse, NY. Lincoln Financial Advisors and Lincoln Financial Distributors have retail business locations throughout the USA. Each of these locations has a business continuity program that aligns with the LNC enterprise wide business continuity plan. LNC has established a Business Recovery Officer Council that is comprised of business recovery officers for each of these business locations.

The Lincoln National Corporation business continuity strategy employs:

- System and telecommunication accessibility
- System back-up and recovery
- Employee safety and communication

LNC's business continuity/disaster recovery plan includes documented and tested procedures that will assist in ensuring the availability of critical resources and in maintaining the continuity of operations during an emergency situation.

Alternative facilities

Strategies include the use of both affiliated sites and mobile sites for client response centers. The location of the continuity site will be determined based on the geographical scope of a disruption (firm, city, and region).

Critical systems

Critical applications have been identified throughout LNC. In the event of a site disruption, these critical applications will be available upon the alternative facilities being established.

Recovery time

Recovery time for critical systems will be determined based on the scope of the disruption. Targeted recovery for critical systems, ranges from 24 hours to 72 hours.

Communication

Communication teams are identified in each location as well as at an LNC level. These teams will establish communications with internal employees, clients and members of the media.

Enrollment kit order form

Important: Please complete this form in its entirety and fax to 260 455-0200. Delivery of kits may take **7-10 business days** from receipt of a fully completed form. For enrollment meeting support services, please complete the Enrollment Meeting Support Request Form, EM60811-LD-TB.

Section 1: General information

Requestor information

Name _____

Phone _____ - _____ - _____ E-mail _____

Plan information – check one box per row

Company name _____

Contract: Existing New

Contract number (if assigned) GP _____

Plan type: 401(k) Money Purchase Profit Sharing 457(b) Governmental Plan

Roth: Yes No

QDIA Selected? Yes No

If yes, which QDIA?

- Managed Account Option (401k Toolbox[®] Manage It For Me[®])
- Life Cycle Option (Wilshire Target Date Maturity Profiles)
- Balanced Option:
 - _____ SA95 LVIP Wilshire Conservative Profile
 - _____ SA96 LVIP Wilshire Moderate Profile
 - _____ SA97 LVIP Wilshire Moderately Aggressive Profile
 - _____ SA1B American Funds American Balanced
 - _____ SA1F American Funds Capital Income Builder
 - _____ SA1L American Funds Income Fund of America
 - _____ SA2I FTVIPT Franklin Income Securities
 - _____ SA2R MFS VIT Total Return

Service provider information

TPA name _____

Section 2: Enrollment kit type and quantity

Enter the **QUANTITY** of kits you want next to your selection.

English:	Spanish:	Additional materials:
_____ Generic enrollment materials <i>(skip section 3, complete section 4)</i>	_____ Generic enrollment materials <i>(skip section 3, complete section 4)</i>	_____ Participant rollover forms
_____ Customized enrollment materials <i>(Complete section 3 & 4 – May include Financial Advisor name and phone on kit)</i>	_____ Customized enrollment materials <i>(Complete section 3 & 4 – May include Financial Advisor name and phone on kit)</i>	_____ 401k Toolbox [®] participant choice kits <i>(Not for use with plans that have selected 401k Toolbox[®] as a QDIA)</i>
		_____ Envelopes

Section 3: Customized kit only

Complete items to be customized.

Plan name/title to be printed on the front cover of the kit _____

Financial Advisor information to be printed on the back cover of the kit (optional)

Name _____

Firm _____

Phone _____ - _____ - _____ E-mail _____

Section 4: Select investment options

- OFFER ALL** investment options in the following list to participants.
- OFFER Lincoln Ibbotson Insight Series ONLY (*)** to participants.
- OFFER ONLY** the investment options that are check marked in the following list for a custom lineup.
(If 401k Toolbox® services are offered, a custom lineup cannot be selected.)

Domestic Equity

- AllianceBernstein VPS Growth and Income (SA19)
- AllianceBernstein VPS Global Technology (SA31)
- AllianceBernstein VPS Small/Mid Cap Value (SA39)
- American Funds AMCAP (SA1A)
- American Funds American Mutual (SA1D)
- American Funds Fundamental Investors (SA1J)
- American Funds Growth Fund of America (SA1K)
- American Funds Investment Company of America (SA1N)
- American Funds New Economy (SA1P)
- American Funds Washington Mutual Investors (SA1U)
- BlackRock Aurora (SA75)
- *BlackRock Capital Appreciation (SA81)
- *BlackRock Large Cap Value (SA80)
- BlackRock Mid-Cap Value Equity (SA83)
- BlackRock Small/Mid-Cap Growth (SA76)
- Core Equity (SA11)
- Delaware Small Cap Core (SA2C)
- *Delaware VIP Small Cap Value Series (SA56)
- Delaware VIP Value (SA61)
- Fidelity VIP Contrafund (SA35)
- Fidelity VIP Equity-Income (SA57)
- Fidelity VIP Growth (SA58)
- Fidelity VIP Mid Cap (SA84)
- Franklin Small-Mid Cap Growth Securities (SA63)
- FTVIPT Mutual Shares Securities (SA2J)
- Janus Aspen Series Large Cap Growth (SA70)
- Large Capitalization Equity (SA23)
- *LVIP Baron Growth Opportunities (SA1X)
- LVIP Delaware Social Awareness (SA33)
- *LVIP Delaware Special Opportunities (SAL7)
- LVIP Mid-Cap Value (SA38)
- *LVIP SSgA Small-Cap Index (SA36)
- *LVIP SSgA S&P 500 Index (SA27)
- LVIP T. Rowe Price Growth Stock (SA29)
- *Medium Capitalization Equity (SA17)
- MFS VIT Growth Series (SA65)
- MFS VIT Utilities Series (SA67)
- Small Capitalization Equity (SA24)
- Value Equity (SA28)

International/Global Equity

- American Funds Capital World Growth & Income (SA1H)
- *American Funds EuroPacific Growth (SA1I)

- American Funds New Perspective (SA1Q)
- American Funds New World (SA1R)
- American Funds SMALLCAP World (SA1S)
- BlackRock Global Resources (SA77)
- *Delaware VIP Emerging Markets (SA94)
- Fidelity VIP Overseas (SA59)
- International Equity (SA22)
- *LVIP Cohen & Steers Global Real Estate (SA55)
- *LVIP SSgA International Index (SAL5)
- LVIP Templeton Growth (SA62)

Fixed Income (Domestic and International)

- *American Century VP Inflation Protection (SA92)
- *American Funds American High-Income Trust (SA1C)
- *American Funds Bond Fund of America (SA1E)
- American Funds Capital World Bond (SA1G)
- American Funds Intermediate Bond Fund of America (SA1M)
- American Funds U.S. Government Securities (SA1T)
- Delaware VIP Capital Reserves (SA87)
- Delaware VIP Diversified Income (SA93)
- Government/Corporate Bond (SA12)
- *High Yield Bond (SA20)
- *LVIP SSgA Bond Index (SAL6)
- *Short Term (SA14)
- Templeton Global Income Securities (SA86)
- *Guaranteed Account

Other/Balanced

- Aggressive Balanced (SA32)
- American Funds American Balanced (SA1B)
- American Funds Capital Income Builder (SA1F)
- American Funds Income Fund of America (SA1L)
- Balanced (SA21)
- Conservative Balanced (SA30)
- FTVIPT Franklin Income Securities (SA2I)
- *LVIP Wilshire Conservative Profile (SA95)
- *LVIP Wilshire Moderate Profile (SA96)
- *LVIP Wilshire Moderately Aggressive Profile (SA97)
- *LVIP Wilshire Aggressive Profile (SA98)
- *LVIP Wilshire 2010 Profile (SAL1)
- *LVIP Wilshire 2020 Profile (SAL2)
- *LVIP Wilshire 2030 Profile (SAL3)
- *LVIP Wilshire 2040 Profile (SAL4)
- MFS VIT Total Return (SA2R)

Section 5: Provide shipping address

Give street address – NO deliveries are made to a P.O. Box. Kits are sent via our vendor's "best way."

Company name _____ Phone _____ - _____ - _____

Contact name _____

Address _____

City _____ State _____ Zip _____

Special instructions _____

401k Toolbox® investment advice services are provided by PMFM, Inc. PMFM, Inc. is an independent registered advisory firm and is neither an affiliate nor a member of the Lincoln Financial Group. Participants are responsible for their own due diligence and can obtain information from their plan sponsor and PMFM, Inc.

Lincoln DirectorSM is a group variable annuity contract issued on contract form # 19476 (and variations thereof) by The Lincoln National Life Insurance Company, Fort Wayne, IN and offered by broker/dealers with an effective selling agreement. **Contractual obligations are backed by the claims-paying ability of The Lincoln National Life Insurance Company.**

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.



Lincoln Financial Group
1300 S. Clinton Street, Suite 500
P.O. Box 2248
Fort Wayne, IN 46801-2248
Phone 800 248-0838
Fax 260 455-0200

EM60810RFC-LD-TB 9/08

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Page 2 of 2



Section D – Transfer of assets

Guidelines

It is the responsibility of the Financial Advisor and the Plan Sponsor/Trustee to coordinate with Lincoln Financial Group, the current Service Provider/TPA, and the current investment company, the transfer of assets and records to the appropriate parties. The following items will provide guidance for establishing the contract/participant accounts in order to transfer the assets to Lincoln Financial.

- If the Plan Sponsor/Trustee intends to change Service Providers/TPAs when the transfer of assets occurs, the Plan Sponsor/Trustee should notify both the current and the new Service Provider/TPA of this change and negotiate which services will be performed by each.
- Financial Advisor/Plan Sponsor/Trustee should contact the current investment company to find out what is required to liquidate and transfer the assets. A Letter of Intent to terminate the current investment contract and to grant authorization for the current investment company to work directly with Lincoln Financial should be mailed to the current investment company. **See page 15 for a sample letter that can be drafted and printed on the Plan Sponsor/Trustee's letterhead.** A copy of this letter should be sent to Lincoln Financial Group.
- Plan Sponsor/Trustee and the current investment company, with Lincoln Financial Group approval, will determine the date the assets will be transferred.
- Plan Sponsor/Trustee should notify participants via a blackout notice that the investment company and Service Provider/TPA (if applicable) are being changed. See pages 19-21 for blackout notice instructions and form.
- Financial Advisor/Plan Sponsor/Trustee will provide Lincoln Financial with this completed application including the Plan Sponsor/Trustee's signature on the Liquidation of Assets form on page 16. Census should be submitted via secure Internet Web site or diskette.

When the census is provided, the participant's account can be set up with 100% of the future investment allocation going to the default account or the future investment allocations can be selected via electronic file submission for each participant.

If signature guarantee or medallion is required by the current investment company, the Plan Sponsor/Trustee must obtain.

- Lincoln Financial will mail the contract and acceptance application to the Financial Advisor, Plan Sponsor or Trustee according to the instructions in this application. **Once the contract is fully established and ready to receive the assets/contributions, Lincoln Financial will sign the Liquidation of Assets form and forward the form and transfer instructions to the current investment company.**
- Once the contract is fully established, participants will receive a Participant Handbook and can access their account toll-free or via the Web site.
- Financial Advisor/Plan Sponsor/Trustee/TPA provides a breakdown of assets by participant and source that matches the total amount of the transfer. If this breakdown is not received with the money, Lincoln Financial Group will deposit the takeover assets into a default investment option. Any earnings the default investment option receives, while the money is in the investment option, will be allocated to the participants on a pro-rata basis after the takeover assets are allocated, unless otherwise instructed by the Plan Sponsor/Trustee.
- If you elected to have Lincoln Financial track participant loans associated with the takeover of an existing plan (on page 6), the following information is required:
 - a copy of the amortization schedule for any/all outstanding loan(s);
 - current outstanding loan balance by contribution source;
 - date last payment was applied to amortization schedule (timing of the last loan payment remitted and when it was applied to the amortization schedule); and
 - loan payment frequency (to the extent payroll deducted loans are transferred from a prior carrier, the employer authorizes Lincoln Financial to hold any payroll deducted loan payments received until full records and assets are received from the prior carrier. Such contributions will be posted as soon as administratively possible with the effective date when Lincoln Financial has full records to process the loan payment(s).)

See the Loan record-keeping agreement, Form EM50894RFC-DIN (page 24) for fees that will be charged for this service.

Sample Letter of Intent

Please draft this letter and print on your (Plan Sponsor/Trustee) company letterhead.

The information in brackets [] must be completed.

[Current Date]

[Current Investment Company]
[Address]

SAMPLE

Re: [Plan Name] & [Current Investment Contract #]

Dear [Current Investment Company Contact]:

This letter is to notify you of our intent to terminate our investment contract for [plan name]. We are changing our retirement plan investment vendor to Lincoln Financial Group. Please contact me regarding the deconversion requirements and necessary paperwork to facilitate the transfer.

The transfer instructions, including mailing/wiring instructions along with the contract number at Lincoln Financial Group, will be communicated to you at a later date. Consider this your authorization to release information directly to Lincoln Financial Group and our financial advisors, in order to facilitate the transfer of the assets.

If individual participant accounts are maintained, please organize the accounts by participant name and source of contribution and forward to:

Lincoln Financial Group
New Business
1300 S. Clinton Street, Suite 500
P.O. Box 2248
Fort Wayne, IN 46801-2248

This participant breakdown must equal the amount of the proceeds being transferred.

If individual participant accounts are not maintained, please forward:

- A financial statement reflecting plan asset balances by source of contributions as of the date of the transfer.
- All transactions from the last statement date to the date of the transfer.
- Balance sheet reconciling plan assets and balances.

Please notify me [phone number or email address] if you have any questions regarding this request.

Sincerely,

[Name of Plan Sponsor/Trustee]

Liquidation of assets form

Instructions: Lincoln Financial Group will work with your current investment company to liquidate participant accounts and transfer the assets. If you want Lincoln Financial Group to pursue the assets, you will need to complete the following form. We will then contact your current investment company and work with that company and you to complete the transfer.

Current investment company information

Name _____

Contact name _____

Address _____

City _____ State _____ Zip _____

E-mail _____

Phone _____ - _____ - _____ Fax _____ - _____ - _____

Asset liquidation information

Please liquidate all assets from account number _____ for *(insert name of plan)*
_____ on *(insert date, which must meet blackout notification requirements)* ____/____/____ and send all proceeds to Lincoln Financial Group *(see mailing instructions)*.
Assets being transferred \$ _____ (approximate)

Who will be pursuing the transfer?

- Lincoln Financial Group will pursue the transfer
- I, as Plan Sponsor/Trustee, will work with my current investment company to transfer the assets
- The Plan Sponsor/Trustee authorizes the release of information directly to Lincoln Financial Group and the Plan Sponsor/Trustee's financial advisors as needed to complete the transfer of assets.
- By signing below the Plan Sponsor/Trustee requests the transfer of assets as outlined above.
Plan Sponsor/
Trustee signature _____ Date ____/____/____

To be completed by Lincoln Financial Group

Lincoln Financial Group certifies that an approved qualified retirement account, GP _____, exists for the plan named above. We hereby accept the transfer of assets requested above.

Authorized officer's signature _____

Title _____ Date ____/____/____

Mailing instructions

Send assets to Lincoln Financial Group using one of the following methods:

- **Wire**

Wells Fargo Bank, N.A., San Francisco, CA
ABA routing transit #: 121000248
Account #: 0085911525 (no dashes, use leading zeros)
Reference: Lincoln Financial Group

Further reference: GP # _____

Attn: _____

- **Overnight Mail**

Lincoln Financial Group
New Business
1300 S. Clinton St., Suite 500
Fort Wayne, IN 46802
800 248-0838

- **Mail**

Lincoln Financial Group
New Business
P.O. Box 2248
Fort Wayne, IN 46801-2248

Note: For overnight mail and standard mail, make check payable to **Lincoln Financial Group**.

Breakdown of assets

- An individual participant breakdown by source corresponding to the total assets transferred must be provided to Lincoln Financial Group

Note: I authorize Lincoln Financial Group to deposit the takeover assets into the default investment option that will be in my contract, if a breakdown of assets by participant is not received with the money. Any earnings (gains/losses) the default investment option receives, while the money is in the investment option, will be allocated to the participants on a pro-rata basis after the takeover assets are allocated, unless otherwise instructed by the Plan Sponsor/Trustee.

Lincoln DirectorSM group variable annuity is a contract issued on policy form #19476 (and variations thereof) by The Lincoln National Life Insurance Company, Fort Wayne, IN, and is distributed by broker/dealers with selling agreements. Product and features subject to state availability. Not for use in New York.



Lincoln Financial Group
1300 S. Clinton Street, Suite 500
P.O. Box 2248
Fort Wayne, IN 46801-2248
Phone 800 248-0838

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DIR-60713 1/08
PAD0801-0012-DIR
Page 2 of 2

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Blackout notice instructions

If there is a blackout period (as outlined in the Sarbanes-Oxley Act of 2002) with respect to a defined contribution plan, the Plan Sponsor/Trustee must notify affected plan participants and beneficiaries in writing no later than 30 days prior to the beginning date of the blackout period.

A “blackout period” is defined as a period of more than three consecutive business days during which participants or beneficiaries are:

1) unable to direct or diversify assets in their account; 2) unable to obtain a loan; or 3) unable to obtain a distribution.

To assist the Plan Sponsor/Trustee with its responsibility, a blackout notice form is provided on the next couple of pages. For additional details about the Sarbanes-Oxley Act of 2002, please logon to <http://www.dol.gov/ebsa/regs/fedreg/final/2003001430.pdf>.

General instructions for completing the Blackout Notice:

- The notice must be
 - Completed by the Plan Sponsor/Trustee and printed out on their company letterhead.
 - Delivered by the Plan Sponsor/Trustee to all participants and beneficiaries who are affected.
 - Provided at least 30 days, but not more than 60 days in advance of the last day on which the rights will be temporarily suspended.
 - Delivered in writing by mail (First Class mail, certified mail, interoffice mail or express mail) or electronically, provided actual receipt of the electronic distribution is ensured.
- **What happens if the notice is late?** If the time frame outlined above cannot be met due to circumstances beyond your control, the notice including an explanation of the failure to meet the time frame must be provided as soon as reasonably possible. Alternatively, the blackout dates may need to be adjusted.
- **What if the blackout lasts longer than communicated in the notice?** An updated notice may be required. According to the Department of Labor Regulations, it is the Plan Sponsor/Trustee’s responsibility to determine the length of the time period of the blackout and the circumstances under which an updated notice may be required.
- **What are the penalties for noncompliance?** The Secretary of Labor is permitted to levy a penalty of up to \$100 per day, per participant or beneficiary, for the failure to provide timely notice. Each participant represents a separate violation. The penalty may begin on the date on which the failure occurred and end on the last day of the blackout period. For example, if there are 25 affected participants, and the failure is for 10 days, the maximum penalty is \$25,000 (\$100 x 10 (days) x 25 (violations)).
- **How do I determine my blackout period?** The blackout period will begin on the date that accounts with the current investment company become temporarily unavailable and participants will not be able to direct or diversify investments and/or obtain a loan or distribution. The beginning date of the blackout period will need to be coordinated with the current investment company.

The ending date of the blackout period will be 10 business days after Lincoln Financial Group receives the transferring assets and the individual participants’ account balance breakdown in good order.

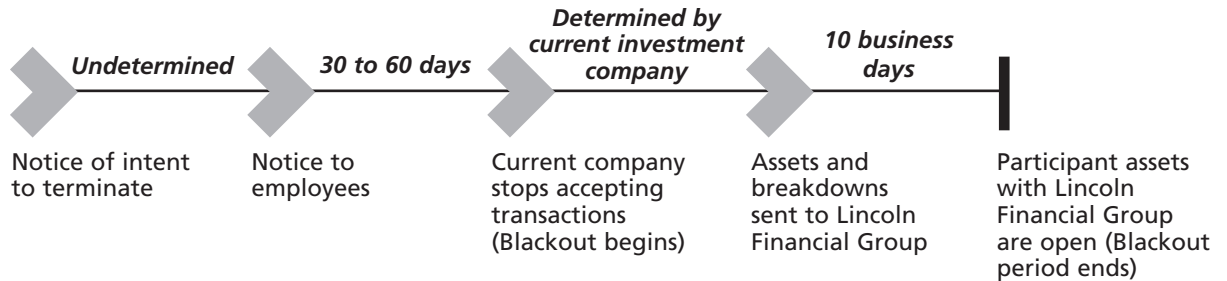
Example:

- Plan liquidates on 01/01/2008.
- Plan assets wired to Lincoln Financial Group on 01/03/2008.
- Individual participant breakdown provided on 01/14/2008.

Allow 10 business days from 01/14/2008 for processing so the end date of the blackout period would be 01/25/2008.

This blackout period only applies to assets transferring from your current investment company to Lincoln Financial Group.

Takeover assets timeline



Specific instructions for completing the Blackout Notice:

- Item 1** Complete the Plan Name.
- Item 2** Complete the date on which the notice will be distributed.
- Item 3** Check all boxes that apply.
- Item 4** Check all boxes that apply.
- Item 5** Determine and insert the date that the blackout period will begin. This is the date that accounts will be temporarily unavailable and participants will not be able to direct or diversify investments and/or obtain a loan or distribution. This will need to be coordinated with the current investment company.
- Determine and insert the date that the blackout period will end. This is the date when participants may resume directing or diversifying their investments and/or obtain a loan or distribution. This end date must add together:
- The number of business days the current investment provider and/or the current recordkeeper needs to liquidate assets and provide individual account balances.
 - Allow for Lincoln Financial Group’s processing time frame of 10 business days following receipt of the assets and the individual participants’ account balance breakdown in good order, totaling to the transferred assets.
- If more than one box is checked in Item 4, the beginning date of the blackout period may be different for each item.
- Item 6** Check yes or no.
- Item 7** Check yes or no. If “no,” is checked provide the reason for the late notice.
- Item 8** Provide a contact from the plan administrator/trustee’s office for additional questions.

If you choose to electronically fill out the Blackout Notice Form on the following page, you can save the PDF once completed and then print that specific page (print ONLY page 3 of this 3 page Blackout notice PDF) onto your company letterhead.

Lincoln Financial Group® affiliates, their distributors, and their respective employees, representatives, and/or insurance agents do not provide tax, accounting, or legal advice. Any tax statements contained herein were not intended or written to be used, and cannot be used for the purpose of avoiding U.S. federal, state or local tax penalties. Clients should consult their own independent advisor as to any tax, accounting or legal statements made herein.

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.

Blackout Notice Form

1. Important notice concerning your rights under the _____ (plan name)

2. Date of notice ____/____/____ (mm/dd/year)

3. This notice is to inform you that the plan listed above will be (check all that apply)

- Changing investment options
- Changing record keepers
- Other (specify) _____

4. As a result of these changes, you temporarily will be unable to (check all that apply)

- Direct or diversify investments in your individual accounts. If only specific investments are subject to the blackout, specify those investments _____
- Obtain a loan from the plan
- Obtain a distribution from the plan
- Other (specify) _____

This period, during which you will be unable to exercise these rights otherwise available under the plan, is called a "blackout period." Whether or not you are planning retirement in the near future, we encourage you to carefully consider how this blackout period may affect your retirement planning, as well as your overall financial plan.

5. The blackout period for the plan will begin on (enter date) ____/____/____ (mm/dd/year) and end ____/____/____ (mm/dd/year).

6. Will plan investments be affected by the blackout period? Yes No

If "Yes," during the blackout period you will be unable to direct or diversify the assets held in your plan account. For this reason, it is very important that you review and consider the appropriateness of your current investments in light of your inability to direct or diversify those investments during the blackout period. For your long-term retirement security, you should give careful consideration to the importance of a well-balanced and diversified investment portfolio, taking into account all your assets, income and investments. You should be aware that there is a risk to holding substantial portions of your assets in the securities of any one company, as individual securities tend to have wider price swings, up and down, in short periods of time, than investments in diversified funds. Stocks that have wider price swings might incur a loss during the blackout period, and you would not be able to direct the sale of such stocks from your account during the blackout period.

7. Was notice provided within 30 days of the blackout period? Yes No

Federal law generally requires that you be furnished notice of a blackout period at least 30 days in advance of the last date on which you could exercise your affected rights immediately before the commencement of any blackout period in order to provide you with sufficient time to consider the effect of the blackout period on your retirement and financial plans.

If "No," enter the explanation of reasons for inability to furnish 30 days advance notice.

8. If you have any questions concerning this notice, you should contact the following Plan Sponsor/Trustee at the address listed below.

Name _____

Address _____

City _____ State _____ Zip _____

Phone _____ - _____ - _____ Fax _____ - _____ - _____

Takeover assets mapping guide form

Instructions: Please list the liquidating investment option next to each *Lincoln Director*SM investment option into which you wish to map your plan assets. The plan assets must be mapped the same for all participants and sources. A breakdown of mapped assets by participant must be provided to Lincoln Financial Group in an electronic format that allows for the data to be reformatted.

Participants wanting to transfer out of the investment option selected, need to do so via the internet or by calling toll-free at 800 510-4015.

Plan name _____

Fund code	Liquidating funds	SA code	<i>Lincoln Director</i> SM accepting investment option
_____	_____	SA _____	_____
_____	_____	SA _____	_____
_____	_____	SA _____	_____
_____	_____	SA _____	_____
_____	_____	SA _____	_____
_____	_____	SA _____	_____
_____	_____	SA _____	_____
_____	_____	SA _____	_____
_____	_____	SA _____	_____
_____	_____	SA _____	_____
_____	_____	SA _____	_____
_____	_____	SA _____	_____
_____	_____	SA _____	_____
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_____	_____	SA _____	_____
_____	_____	SA _____	_____
_____	_____	SA _____	_____
_____	_____	SA _____	_____
_____	_____	SA _____	_____

Fund code	Liquidating funds	SA code	Lincoln Director SM accepting investment option
_____	_____	SA _____	_____
_____	_____	SA _____	_____
_____	_____	SA _____	_____
_____	_____	SA _____	_____
_____	_____	SA _____	_____
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_____	_____	SA _____	_____
_____	_____	SA _____	_____
_____	_____	SA _____	_____
_____	_____	SA _____	_____
_____	_____	SA _____	_____

- I understand by mapping the takeover assets, 404(c) coverage will apply to those assets for which the participant has made an affirmative investment election.
- I understand that the plan assets will be moved for all participants and sources from the liquidating fund(s) into the accepting investment option(s) as outlined above. Assets will be invested in the Plan's default investment option until the mapping instructions and a participant breakdown in electronic format are received.
- Upon update of the participant records on the Lincoln Financial Group system, the participants must initiate any exchange of their transferred accounts by calling 800 510-4015 or via the Web site. While the ongoing contributions will be invested according to the fund elections chosen on each participant's enrollment form, or the default investment option as directed by the Plan Sponsor/Trustee, all transferred account balances will remain invested in the accepting investment options until the participant initiates a change.

Plan name _____ Date _____

Plan Sponsor/ Trustee name _____ Plan Sponsor/ Trustee signature _____



Please return form to:
 Lincoln Financial Group
 Attn: Takeover Consultant
 P.O. Box 2248
 Fort Wayne, IN 46801-2248
 Phone 800 248-0838
 Fax 260 455-5984

*Lincoln Director*SM group variable annuity is issued on contract form #19476 (and variations thereof) by The Lincoln National Life Insurance Company, Fort Wayne, IN, and offered by broker/dealers with an effective selling agreement. The Lincoln National Life Insurance Company is not authorized nor does it solicit business in the state of New York.

Contracts sold in New York are issued on contract form #19476NY-A 7/04 by Lincoln Life & Annuity Company of New York, Syracuse, NY, and offered by broker/dealers with an effective selling agreement.

Product and features subject to state availability.

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.

EM51116RFC-DIN 6/08

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Page 2 of 2

Loan record-keeping agreement

Roles and responsibilities

Plan information

Plan name _____

Plan Sponsor/Trustee/Third Party Administrator

- Review availability of the loan based on the Plan Document and/or the Loan Policy.
- Determine the vested balance amount, the available loan amount and the applicable interest rate.
- Must obtain the necessary signatures on the loan application (Form DIR-50893).
- Ensure delivery of the Promissory Note and the Truth in Lending Disclosure forms to the participant.
- Deduct, via payroll deduction, the loan payment in accordance with the amortization schedule as provided by Lincoln Financial Group (Lincoln Financial).
- Submit the loan payment via internet, using approved electronic format, and correctly identify as a loan payment.
- Notify Lincoln Financial to report a defaulted loan (Form EM-30007) on Form 1099R.

Lincoln Financial Group

- Provide the information on the Web site to model the loan amortization schedule.
- Provide the loan application form (Form DIR-50893) & defaulted loan (Form EM-30007) on the Web site.
- Produce the customized amortization schedule and have available on the Web site, upon completion of the loan distribution.
- Provide loan proceeds in the form of a check. By cashing the check, the participant agrees to repay the loan according to the terms and conditions of the Promissory Note.
- Make loan reports available on the Web site.
- Provide participant loan balance on the Web site and report on the participant's quarterly statement.
- Complete 1099R reporting for defaulted loans upon receipt of the completed loan default form (Form EM-30007) or completion of a distribution form indicating the amount to default. The 1099R will be generated at the close of the year in which the default is reported.
- A \$60.00 set-up fee for each loan originating from Lincoln Financial will be deducted from the participant's account. An ongoing annual service fee of \$30.00 per loan will be deducted from the participant's account on the anniversary date of the contract.
- A \$60.00 set-up fee will be billed to the Plan Sponsor/Trustee on any existing loans originating from prior investment companies and transferred to Lincoln Financial. If payment is not submitted as indicated on the applicable invoice, the fee will be deducted from the participant's account. An ongoing annual service fee of \$30.00 per loan will be deducted from the participant's account on the anniversary date of the contract.

Options

Lincoln Financial can provide a customized Promissory Note (Form DIR-50896) and Truth in Lending Disclosure (Form DIR-50895) for participants via the Web site. Please indicate if Lincoln Financial will be responsible for providing these forms:

- Yes, I want Lincoln Financial to provide these customized forms
- No, I do not want Lincoln Financial to provide these customized forms

Plan Sponsor/Trustee signature _____ Date _____ / _____ / _____

Please retain a copy of this document for your records.

Lincoln DirectorSM group variable annuity is issued on contract form #19476 (and variations thereof) by The Lincoln National Life Insurance Company, Fort Wayne, IN, and offered by broker/dealers with an effective selling agreement. The Lincoln National Life Insurance Company is not authorized nor does it solicit business in the state of New York.

Contracts sold in New York are issued on contract form #19476NY-A 7/04 by Lincoln Life & Annuity Company of New York, Syracuse, NY, and offered by broker/dealers with an effective selling agreement.

Product and features subject to state availability.

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.



Lincoln Financial Group
1300 S. Clinton Street, Suite 500
P.O. Box 2248
Fort Wayne, IN 46801-2248
Phone 800 248-0838

EM50894RFC-DIN 6/08
PAD0801-0011-DIR



Section E – Pension unincorporated employer’s financial experience representation

If this is a sole proprietor, partnership, limited liability partnership or a limited liability company complete the information below which is required by the Securities Act of 1933.

*If this is a **multiple employer AND the principal employer** is a sole proprietor, partnership, limited liability partnership or a limited liability company complete the information below required by the Securities Act of 1933. This information needs to be provided ONE time only.*

The Plan Sponsor/Trustee, in connection with the purchase of the *Lincoln Director*SM contract by an unincorporated business, to fund a pension or profit sharing plan covering employees defined under IRC Section 401(c) represents that:

- The plan covers only employees of a single employer or employees of interrelated partnerships. If this is a multiple employer plan, only the principal employer is required to complete this section, if applicable. (check one)
 - The employer is a law firm, investment banking firm, pension consulting firm or investment advisory firm with such knowledge and experience in financial and business matters that the employer is able to represent adequately its interests and those of its employees.
 - Independent advice was obtained from a person or firm*, who because of knowledge and experience in financial matters is able to adequately represent the interests of the employer and its employees.
- By signing below, I (Plan Sponsor/Trustee) confirm that all statements listed above are accurate and true.

Plan Sponsor/
Trustee signature _____ Date ____/____/____

** Review has been performed by an individual or firm not having a material relationship with The Lincoln National Life Insurance Company. The reviewer, by virtue of knowledge and experience in financial and business matters, is able to adequately represent the interests of the employer and its employees.*

Blanket authorization form

Plan information

6-digit Trustee ID/code _____ Contract number/Plan ID _____

Plan name _____

Third party administrator _____

Contact name _____ Phone _____ - _____ - _____

Website user ID _____

Authorization

As trustee of the plan named above and owner of the contract, I:

- Authorize Lincoln Financial Group (Lincoln Financial) to follow the instructions of the plan's third party administrator in regard to the following, without the need of any further authorization, nor my signature on Lincoln Financial forms or Lincoln Financial's confirmation of the third party administrator's continued status:
 - corrective distributions due to failed testing,
 - return of ineligible deposits,
 - notice of loan defaults,
 - forced distributions under \$200,
 - payment of service fees.

This authorization will remain in effect until I or another plan fiduciary sends written notice to Lincoln Financial at the address listed at the bottom of this form.

- Understand that if sources are not specified, the withdrawal will be prorated across all funds and sources. If only the investment source is specified, the withdrawal will be processed from the investment options based on system protocol at the time of the transaction until the full amount has been withdrawn.

Lincoln Financial will provide details pertaining to the system protocol upon written request. Lincoln Financial reserves the right to modify the manner in which withdrawals are processed from the investment options and sources in the future.

- Understand that the only confirmation of these transactions I will receive will be by way of quarterly confirmation statements.
- Agree to hold Lincoln Financial harmless for its reasonable compliance with the third party administrator's distribution instructions.

Signature

Trustee signature _____ Date ____/____/____

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Contracts sold in New York are issued on contract form #19476NY-A 7/04 by Lincoln Life & Annuity Company of New York, Syracuse, NY, and offered by broker/dealers with an effective selling agreement.

Product and features subject to state availability.

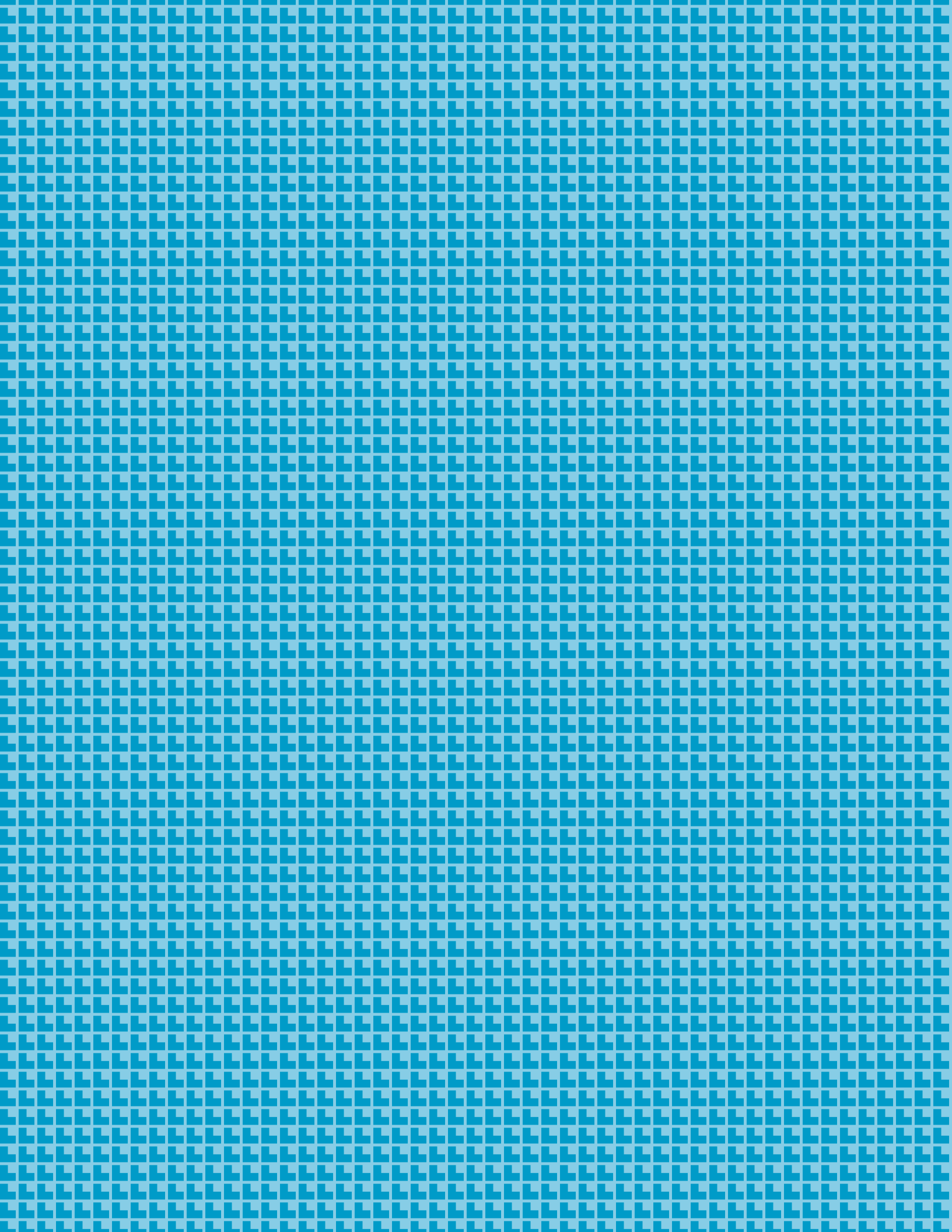
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A Lincoln®

A tradition of integrity

At Lincoln Financial Group, we have a heritage of helping companies find solutions to their funding and benefit needs — with the same honesty, integrity, and responsibility that you'd expect from our namesake. It's a legacy that we proudly and respectfully continue each day.

The strength of Lincoln Financial Group® affiliates

We believe our continued commitment to strength and stability is indispensable to who we are and critical to your confidence in us. We are a proven industry leader in identifying and delivering sophisticated financial strategies and product solutions for the creation, protection, and utilization of capital. We are committed to assist companies in helping their employees and their families redefine their retirement because we don't believe retirement is an end — it's an opportunity for everyone to start doing what they were meant for all along.

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www.LincolnDirector.com

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*Lincoln Director*SM is a group variable annuity contract issued on contract form # 19476 (and variations thereof) by The Lincoln National Life Insurance Company, Fort Wayne, IN and offered by broker/dealers with an effective selling agreement. **Contractual obligations are backed by the claims-paying ability of The Lincoln National Life Insurance Company.**

**Lincoln**
Financial Group®

Hello future.®