

Lincoln Life & Annuity Company of New York (Company)

Syracuse, New York

Instructions: Please type or print. ANY ALTERATIONS TO THIS APPLICATION MUST BE INITIALED AND DATED BY THE APPLICANT.

ALL "REQUIRED" SECTIONS MUST BE COMPLETED.
1 Product Name - Required

Complete name of product being applied for: _____

2 Type of Contract Being Applied For - Required

- NonQualified:** (Do NOT select Plan Type)
- Tax-Qualified:** (MUST select Plan Type, below)

Plan Type (Check One): Roth IRA
 Traditional IRA

3a Contract Owner (Owner) - Required (Minimum and Maximum Ages apply.)

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

_____ Telephone Number
 Physical Street Address

_____ City State Zip Code Citizen of (Country)

_____ Mailing Address (if different than above, including City, State and Zip Code.)

_____ Is Trust revocable* Yes No
 Trustee Name(s)* Date of Trust

3b Joint Contract Owner (Joint Owner), if any - Non-Qualified Contract Only (Minimum and Maximum Ages apply.)

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

_____ Telephone Number
 Physical Street Address

_____ City State Zip Code Citizen of (Country)

Relationship To Owner: Spouse
 Non-Spouse

Please specify relationship if other than Spouse: _____

* Additional documentation required. Please complete and return the Certification of Trustee Powers Form (AN07086)

4a Annuitant - If no Annuitant is specified, the Owner, or Joint Owner if younger, will be the Annuitant. (Minimum and Maximum Ages apply.)

Same as: Owner
 Joint Owner
 Other - complete information below and specify relationship to Owner: _____

Full Legal Name of Individual _____ SSN/TIN _____ Date of Birth _____ Male
 Female
 Physical Street Address _____ Telephone Number _____
 City _____ State _____ Zip Code _____

4b Joint Annuitant, if any - (Minimum and Maximum Ages apply.)

Same as: Owner
 Joint Owner
 Other - complete information below and specify relationship to Owner: _____

Full Legal Name of Individual _____ SSN/TIN _____ Date of Birth _____ Male
 Female
 Physical Street Address _____ Telephone Number _____
 City _____ State _____ Zip Code _____

5 Beneficiary(ies) of Owner - If additional space is needed, please list additional beneficiaries in Section 7.

Beneficiaries share equally unless otherwise indicated. If a percentage is indicated, use whole number percentages and the allocation total must equal 100%.

Full Legal Name Primary Beneficiary _____	Relationship to Owner _____	Date of Birth _____	SSN/TIN _____	_____ %
Primary Beneficiary Address _____			Telephone Number _____	
Full Legal Name <input type="checkbox"/> Primary <input type="checkbox"/> Contingent _____	Relationship to Owner _____	Date of Birth _____	SSN/TIN _____	_____ %
Beneficiary Address _____			Telephone Number _____	
Full Legal Name <input type="checkbox"/> Primary <input type="checkbox"/> Contingent _____	Relationship to Owner _____	Date of Birth _____	SSN/TIN _____	_____ %
Beneficiary Address _____			Telephone Number _____	
Full Legal Name <input type="checkbox"/> Primary <input type="checkbox"/> Contingent _____	Relationship to Owner _____	Date of Birth _____	SSN/TIN _____	_____ %
Beneficiary Address _____			Telephone Number _____	

6 Replacement Information - Required

Yes No Do you own any existing annuities or life insurance?

Yes No Will the proposed contract replace or change any existing annuity or life insurance?

(Representative/Agent: Complete a separate New York Definition of Replacement form. Refer to the Annuity Instructions for Completing Regulation 60 Forms if any questions on that Definition of Replacement form are answered Yes.)

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 Additional Remarks

8 Declarations and Signatures - Required

The Owner(s) understands and agrees that:

1. The information contained in this application is 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.
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 (for example, 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 the 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.

Contract Owner Signature	Signed in (City and State)	Date
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Joint Contract Owner, if any, Signature	Signed in (City and State)	Date
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Annuitant Signature (if other than Owner)	Date
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Joint Annuitant, if any, Signature	Date
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9 Representative/Agent Signature - Required

Does the applicant have any existing life insurance policies or annuity contracts? Yes No

Will the proposed contract replace or change any existing annuity or life insurance? Yes No

The Representative/Agent hereby certifies he/she witnessed the signature(s) in Section 8 and that all information contained in this application is true to the best of his/her knowledge and belief. The Representative/Agent also certifies that he/she has used only Company approved sales materials in conjunction with the 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 the 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.

Servicing Representative/Agent Signature	Date
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3 Joint Owner Other Than A Spouse

Non-spousal joint owners do not receive the same tax favored treatment as spousal joint owners in certain situations.

- Current Internal Revenue Service rules require the gain of any annuity to be reported as taxable income following the death of the first non-spousal joint owner.
- At the death of the first non-spousal joint owner before annuity payments begin, a death benefit is payable to the surviving joint owner and the surviving joint owner can not continue to keep the contract in force.
- At the death of the first non-spousal joint owner after annuity payments begin, annuity payments will continue as provided under the payment option in effect.

4 Partnership And Limited Liability Company (LLC)

Section 72(u) of the Internal Revenue Code provides that a contract that is held by someone other than a natural person will not be treated as an annuity contract, and that the income accrued each year on the contract will not be tax deferred, but will be treated as ordinary income received by the owner each year. This differs from the tax treatment of an annuity contract owned by a natural person (that is, an individual), under which the income that accrues each year is generally not subject to taxation until a distribution is made from the contract.

Section 72(u) also provides certain exceptions to this rule, and allows the same favorable tax treatment to annuity contracts owned by certain types of trusts or other entities. The Internal Revenue Service (IRS) has issued non-binding guidance indicating that a deferred annuity contract owned by a partnership or LLC would not be eligible for tax deferral, regardless of whether the partnership or LLC holds the annuity contract as an agent for a natural person. Based upon the most recent information, it is possible that the IRS would view an annuity contract owned by a partnership or LLC as not being eligible for tax deferral. As such, the partnership or LLC could incur unintended and adverse tax consequences.

This information represents the Company's understanding of current federal tax laws, regulations and information issued by the IRS and is not intended to serve as tax or legal advice. You should consult your own attorney or tax advisor as to any tax, accounting or legal statements made in this section.

5 Authorization and Signature (Required)

I/We have read and understand the disclosures made in this supplement. The information contained in this supplement is true, complete, and correct to the best of my/our knowledge and belief. The statements made shall form the exclusive basis of any annuity issued hereon. Only a Company officer can make, modify, discharge, or waive any of the Company's rights.

Contract Owner Signature

Date

Print Name of Contract Owner

Joint Contract Owner Signature, if any

Date

Print Name of Joint Contract Owner

Annuitant Signature (if other than Owner)

Date

Print Name of Annuitant

THE FOLLOWING SECTION MUST BE COMPLETED BY THE REPRESENTATIVE/AGENT OR THE SECURITIES DEALER.
Please type or print.

6 Representative/Agent Information (Required) (Licensing appointment with the Company is required for processing.
If more than three representatives/agents, please indicate in Section 7.)

The Representative/Agent hereby certifies he/she witnessed the signature(s) in Section 5 and that all information contained in this supplement is true to the best of his/her knowledge and belief. Please complete all applicable fields.

I acknowledge that I am fully aware of, and abiding by, Lincoln Annuity Situs Guidelines. For a copy of Lincoln's Situs Guidelines please refer to form AN10595.

Complete this section accurately and completely; contact your back office or upline with questions.

Are you selling **this product** through your broker dealer?

If so, list Broker Dealer Name _____

Are you selling **this product** through an independent agency relationship or other Marketing Firm? (ex. MGA/AMO, GA, ABGA)

If so, list Firm/Agency Name(s): _____

To avoid processing delays, provide each Lincoln Representative/Agent Number/Flex Code below.

Client Account Number at Dealer (if applicable) _____

_____ %
Servicing Representative/Agent Name (Print as it appears on License) Split Representative/Agent SSN

_____ Date _____
Servicing Representative/Agent Signature Lincoln Representative/Agent Number/Flex Code

_____ Servicing Representative/Agent Telephone Number
Servicing Representative/Agent Email Address

_____ Branch Number (if applicable)
Branch Address

_____ Zip _____
City State

_____ %
Additional Representative/Agent Name (if applicable) Split Representative/Agent SSN

_____ Lincoln Representative/Agent Number/Flex Code

_____ %
Additional Representative/Agent Name (if applicable) Split Representative/Agent SSN

_____ Lincoln Representative/Agent Number/Flex Code

Send the completed application, supplement and other supporting documents and if applicable, a check made payable to Lincoln Life & Annuity Company of New York, to one of the addresses listed below.

Servicing Address: Lincoln Life & Annuity Company of New York
PO Box 2348
Fort Wayne, IN 46801-2348

Overnight Address: Lincoln Life & Annuity Company of New York
Individual Annuity Operations
1300 South Clinton Street
Fort Wayne, IN 46802

REGULATION 60 - APPENDIX 11
DEPARTMENT OF FINANCIAL SERVICES OF THE STATE OF NEW YORK
DEFINITION OF REPLACEMENT

IN ORDER TO DETERMINE WHETHER YOU ARE REPLACING OR OTHERWISE CHANGING THE STATUS OF EXISTING LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS, AND IN ORDER TO RECEIVE THE VALUABLE INFORMATION NECESSARY TO MAKE A CAREFUL COMPARISON IF YOU ARE CONTEMPLATING REPLACEMENT, THE AGENT OR BROKER IS REQUIRED TO ASK YOU THE FOLLOWING QUESTIONS AND EXPLAIN ANY ITEMS THAT YOU DO NOT UNDERSTAND.

AS PART OF YOUR PURCHASE OF A NEW LIFE INSURANCE POLICY OR A NEW ANNUITY CONTRACT, HAS EXISTING COVERAGE BEEN, OR IS IT LIKELY TO BE:

- (1) LAPSED, SURRENDERED, PARTIALLY SURRENDERED, FORFEITED, ASSIGNED TO THE INSURER REPLACING THE LIFE INSURANCE POLICY OR ANNUITY CONTRACT, OR OTHERWISE TERMINATED?
YES ____ NO ____

- (2) CHANGED OR MODIFIED INTO PAID-UP INSURANCE; CONTINUED AS EXTENDED TERM INSURANCE OR UNDER ANOTHER FORM OF NONFORFEITURE BENEFIT; OR OTHERWISE REDUCED IN VALUE BY THE USE OF NONFORFEITURE BENEFITS, DIVIDEND ACCUMULATIONS, DIVIDEND CASH VALUES OR OTHER CASH VALUES?
YES ____ NO ____

- (3) CHANGED OR MODIFIED SO AS TO EFFECT A REDUCTION EITHER IN THE AMOUNT OF THE EXISTING LIFE INSURANCE OR ANNUITY BENEFIT OR IN THE PERIOD OF TIME THE EXISTING LIFE INSURANCE OR ANNUITY BENEFIT WILL CONTINUE IN FORCE?
YES ____ NO ____

- (4) REISSUED WITH A REDUCTION IN AMOUNT SUCH THAT ANY CASH VALUES ARE RELEASED, INCLUDING ALL TRANSACTIONS WHEREIN AN AMOUNT OF DIVIDEND ACCUMULATIONS OR PAID-UP ADDITIONS IS TO BE RELEASED ON ONE OR MORE OF THE EXISTING POLICIES?
YES ____ NO ____

(5) ASSIGNED AS COLLATERAL FOR A LOAN OR MADE SUBJECT TO BORROWING OR WITHDRAWAL OF ANY PORTION OF THE LOAN VALUE, INCLUDING ALL TRANSACTIONS WHEREIN ANY AMOUNT OF DIVIDEND ACCUMULATIONS OR PAID-UP ADDITIONS IS TO BE BORROWED OR WITHDRAWN ON ONE OR MORE EXISTING POLICIES?

YES ___ NO ___

(6) CONTINUED WITH A STOPPAGE OF PREMIUM PAYMENTS OR REDUCTION IN THE AMOUNT OF PREMIUM PAID?

YES ___ NO ___

IF YOU HAVE ANSWERED YES TO ANY OF THE ABOVE QUESTIONS, A REPLACEMENT AS DEFINED BY NEW YORK INSURANCE REGULATION No. 60 HAS OCCURRED OR IS LIKELY TO OCCUR AND YOUR AGENT OR BROKER IS REQUIRED TO PROVIDE YOU WITH A COMPLETED DISCLOSURE STATEMENT AND THE **IMPORTANT** NOTICE REGARDING REPLACEMENT OR CHANGE OF LIFE INSURANCE POLICIES OR ANNUITY CONTRACTS.

DATE: _____ SIGNATURE OF APPLICANT: _____

PRINT APPLICANT NAME: _____

DATE: _____ SIGNATURE OF APPLICANT: _____

PRINT APPLICANT NAME: _____

TO THE BEST OF MY KNOWLEDGE, A REPLACEMENT IS INVOLVED IN THIS TRANSACTION:

YES ___ NO ___

DATE: _____ SIGNATURE OF AGENT
OR BROKER: _____

PRINT AGENT
OR BROKER NAME: _____

INTRODUCTION

Thank you for applying for a *Lincoln MYGuaranteeSM Plus* Fixed Annuity. We want to make sure that you understand its features and benefits. Please read the following information carefully.

This document reviews important points to think about before you buy this Lincoln annuity. This annuity is single purchase payment (premium) which means you buy it with one premium (payment). It is a fixed annuity, which means the annuity earns a specified interest rate during the guaranteed period. This annuity is deferred, which means payouts, as described below, begin at a future date. You do not pay taxes on the interest the annuity earns until the money is paid to you. You can use an annuity to save money for retirement or other long-term needs and to receive retirement income for life. It is not meant to be used to meet short-term financial goals. It is intended for a person who has enough cash or other liquid assets to pay for living expenses and unexpected emergencies, such as medical bills. **If you have questions about this annuity, please contact your agent, broker, or advisor, or contact a Lincoln representative at (800) 950-2454, option 7.**

THE ANNUITY CONTRACT

- *Lincoln MYGuarantee Plus* is a Single Purchase Payment Deferred Annuity with Market Value Adjustment. Additional purchase payments (premiums) may not be added to the contract.
- The minimum premium payment for a *Lincoln MYGuaranteeSM Plus* Fixed Annuity is \$10,000.
- Elect an Initial Interest Rate Guaranteed Period:
 3 years 4 years 5 years 6 years 7 years 8 years 9 years 10 years
- **The current initial interest rate* is** %

How will the value of my annuity grow?

Your annuity earns tax-deferred interest at a guaranteed rate for a guaranteed period. When you buy your annuity, you choose an **interest rate guaranteed period** of 3-10 years. The guaranteed interest rate depends on the guaranteed period you choose and current interest rates published by Lincoln. Your contract's interest rate will be the interest rate in effect on the day your contract is issued.

After the initial guaranteed period, Lincoln will declare annually, at its discretion, an interest rate for each subsequent contract year. The guaranteed minimum interest rate will be between 1.00% and 3.00%. Subsequent rates may differ for new contracts or for other contracts issued at different times.

Interest compounds daily and is credited to your contract each day. All interest rates are expressed as annual effective interest rates. If you take partial or systematic withdrawal(s) during the contract year, your actual earned interest amount will be reduced due to an interruption of interest compounding.

If you withdraw money from your annuity or surrender your annuity before the end of the surrender charge period, other charges may apply (see "FEES, EXPENSES & OTHER CHARGES" on page 2).

If you do not withdraw the premium payment or any interest from your annuity, the value of your annuity cannot go down.

BENEFITS

How do I get income (payouts) from my annuity?

After the 1st contract year, you (as the annuitant) can start to get income from your annuity ("annuitization"). If your contract's surrender charge period is less than five years, you can start to get income at the end of the surrender charge period. You can choose how to get the income—the payout option. Your payout option choices now are:

- **Income for a Fixed Period:** Pays income for a period of at least 5 years.
- **Life Only:** Guarantees income for as long as you live.
- **Life Income with Guaranteed Period:** Guarantees income for as long as you live. If you die within the guaranteed period (usually 10 or 20 years), pays income to your beneficiary for the rest of the period.
- **Life with Installment Refund:** Pays income as long as you live. If you die before the sum of the payments equals the amount of the annuity proceeds on the date you start receiving income, Lincoln will continue to make income payments until the sum of all annuity payments equals the annuity proceeds.

(Continued)

* The actual interest rate credited will be the rate in effect on the day the contract is issued subject to applicable rate lock provisions. **Interest is calculated from the date the contract is issued. No interest is credited between the date the premium payment is received and the date the contract is issued.**

- **Interest Only:** For an agreed-upon period of at least 5 years, Lincoln will hold your annuity proceeds, which will earn interest at a rate Lincoln declares annually. During this period, you have a choice:
 - a. Interest will be paid periodically; or
 - b. Interest will accumulate.

At any time during this period, you may choose another payment option to receive your annuity proceeds, including any accumulated interest. At the end of the period, you may choose another payment option to receive your annuity proceeds, including any accumulated interest, or receive them as a single (lump sum) payment. Annuity payments are calculated at an interest rate of no less than 1.50%.

- **Income of a Fixed Amount:** Annuity payments are paid in an agreed amount until annuity proceeds and interest are exhausted. The payment period must be for at least 5 years.

If you do not choose a payout option, Life Income with a Guaranteed Period of 10 years will become effective.

Once you start to receive your payouts, you can not surrender your annuity.

What is the Maturity Date?

The maturity date is the date when your annuity ends its **accumulation (interest-earning) phase** and begins the **income (payout) phase**.

The maturity date will be shown on the schedule page of your contract. You may change the maturity date anytime before income payments begin. The maturity date will be no earlier than the 1st contract anniversary and no later than the 10th contract anniversary or the contract anniversary on or immediately following your 90th birthday. At the maturity date, no withdrawals can be made and the death benefit, if any, will be determined by the payout option you have chosen.

What happens after I die?

If you die before we start to pay you income from your annuity, the value of your annuity is payable to your beneficiary. If you die after the payouts start, depending on the type of payout you chose, we will pay the remaining value in the annuity, if any, to your beneficiary.

FEES, EXPENSES & OTHER CHARGES

Are there any front-end sales charges or annual administrative fees?

The *Lincoln MYGuaranteeSM Plus* Fixed Annuity has no front-end sales charges or annual administrative fees. Some states charge a premium tax. Lincoln deducts premium taxes if Lincoln is required to pay them.

What happens if I take out some or all of the money from my annuity?

Your *Lincoln MYGuaranteeSM Plus* Fixed Annuity is a long-term contract. You should plan to keep your annuity for at least the duration of the contract’s surrender charge period. However, you can access the money in your annuity when you need it. Before payouts begin, you can withdraw all of your annuity’s value (**full surrender**) or part of it (**partial surrender**). You can take a partial surrender as long as the amount you take is at least \$100 and you leave at least \$5,000 in the contract.

Surrenders during the surrender charge period for a *Lincoln MYGuaranteeSM Plus* Fixed Annuity are subject to a surrender charge. Surrender charges are expressed as a percentage of the contract’s accumulation value after applying any Market Value Adjustment (“MVA”). The surrender charge schedules are shown below:

Guaranteed Interest Rate Period	Contract Year									
	1	2	3	4	5	6	7	8	9	10
3-year	7.00%	6.00%	5.00%							
4-year	7.00%	6.00%	5.00%	4.00%						
5-year	7.00%	6.00%	5.00%	4.00%	3.00%					
6-year	7.00%	6.00%	5.00%	4.00%	3.00%	2.00%				
7-year	7.00%	6.00%	5.00%	4.00%	3.00%	2.00%	1.00%			
8-year	7.00%	6.00%	5.00%	4.00%	3.00%	2.00%	1.00%	0.00%		
9-year	7.00%	6.00%	5.00%	4.00%	3.00%	2.00%	1.00%	0.00%	0.00%	
10-year	7.00%	6.00%	5.00%	4.00%	3.00%	2.00%	1.00%	0.00%	0.00%	0.00%

Example: Assume you have a *Lincoln MYGuaranteeSM Plus* Fixed Annuity with an accumulation value of \$50,000 and wish to withdraw \$15,000 in the third contract year. If this is your first withdrawal during the current contract year:

The first 10% of your accumulation value, or \$5,000, will have no (\$0) surrender charge. For the balance of your withdrawal, or \$10,000, we will apply an MVA (see MVA below) and a surrender charge of 5%. Assuming the MVA is \$100 then, the surrender charge is $((\$10,000 - 100) \times 0.05 = \$495)$. As a result, you would receive \$14,405 $(\$15,000 - MVA - \text{surrender charge})$.

Due to surrender charges you may receive less than your premium if you surrender your annuity during the early years.

When you make a withdrawal during the surrender charge period, we may increase or decrease the amount you receive based on a **Market Value Adjustment** ("MVA"). If interest rates went up after you bought your annuity, the MVA will likely decrease the amount you receive. If interest rates went down, the MVA will likely increase the amount you receive. In no case will an MVA reduce the cash surrender value below the guaranteed minimum cash surrender value provided by the contract. The MVA cannot increase the cash surrender value by more than the maximum amount that the MVA can decrease the cash surrender value.

You can not take any of the money out of your annuity after the payout phase begins.

Are there exceptions to surrender charges and an MVA?

Yes, there are several exceptions:

- **Free partial surrenders.** 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. Any amount in excess of 10% may be subject to an MVA and surrender charge.
- **Annuitization:** You can choose to begin to receive income payouts after the 1st contract year and receive the full accumulation value, without an MVA or a surrender charge.
- **Death benefit:** Should you die before you begin to receive income payouts, a death benefit will be payable consisting of an amount equal to the greater of the accumulation value or the guaranteed minimum cash surrender value provided by the contract.

Do I pay any other fees or charges?

No. There are no other fees or charges on this annuity.

TAXES

How will payouts and withdrawals from my annuity be taxed?

This annuity is tax-deferred, which means you do not pay taxes on the interest it earns until the money is paid to you. When you take payouts or make a withdrawal, you pay ordinary income taxes on the earned interest. You also pay a 10% federal penalty tax on earnings you withdraw before age 59½. If your state imposes a premium tax, it will be deducted from the money you receive. You can exchange one tax-deferred annuity for another without paying taxes on the earnings when you make the exchange. Before you do, compare the benefits, features, and costs of the two annuities. You may pay a surrender charge if you make the exchange during the first 5 contract years for a **Lincoln MYGuaranteeSM Plus** Fixed Annuity. Also, you may pay a surrender charge if you make withdrawals from the new annuity during the early years you own it.

Does buying an annuity in a retirement plan provide extra tax benefits?

Buying an annuity within an IRA, 401(k), or other tax-deferred retirement plan does not give you any extra tax benefits. Choose your annuity based on its other features and benefits as well as its risks and costs, not its tax benefits. You should consider other annuity features, including the availability of lifetime payments and death benefit protection.

Tax information reflects Lincoln's understanding of current federal tax laws as they apply to annuities. Tax laws are complex and subject to change and different interpretations. We do not give legal, accounting or tax advice. We suggest you seek the counsel of a qualified tax advisor regarding annuity taxation as it applies to you specifically.

OTHER INFORMATION

What else do I need to know?

Summary description

The **Lincoln MYGuaranteeSM Plus** Single Purchase Payment Deferred Annuity with Market Value Adjustment (Contract Form 09-612MYNY) is issued by Lincoln Life & Annuity Company of New York, Syracuse, NY.

This Disclosure Statement contains a summary description of the **Lincoln MYGuaranteeSM Plus** Fixed Annuity. The exact terms of your annuity are contained in the contract and any attached riders and endorsements, which will control Lincoln's contractual obligations.

This Disclosure Statement is not a part of the contract. Guarantees are backed by the claims paying ability of The Lincoln National Life Insurance Company. For complete information about the annuity, including costs and details of coverage, please read the product's Client Guide and Facts-at-a-Glance, or contact your agent, broker or advisor, or contact a Lincoln representative.

Changes to your contract

We may change your annuity contract from time to time to follow federal or state laws and regulations. If we do, we'll tell you about the changes in writing.

Compensation

We pay the agent, broker or firm for selling the annuity to you. They may receive additional compensation for selling this annuity contract.

Free Look

Many states have laws that give you a set number of days to look at an annuity contract after you buy it (called "Free Look"). If you decide during that time that you do not want the contract, you can send a written request to cancel and return the annuity and we will return your premium paid for the contract. Canceling your contract will void the contract from the beginning. Please note that if you cancel your contract, you may not purchase another Lincoln Fixed Annuity during the next 6 months. Read the face page of your contract to learn about your Free Look period.

Lincoln's discretion

It is within Lincoln's sole discretion to set and declare interest rates for this annuity, subject to any minimum guarantees contained in the contract.

What should I know about the insurance company?

Lincoln Life & Annuity Company of New York offers a wide variety of retirement income security products, including life insurance, annuities, long-term care insurance, and disability income insurance. We are also a leading provider of products and services to workplace-based pension plans—both defined contribution and defined benefit plans.

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

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

- 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.
- Understand that the actual interest rate credited will be the rate in effect the day the contract is issued subject to applicable rate lock provisions.
- Understand that the interest is calculated from the date the contract is issued. No interest is credited between the date the premium payment is received and the date the contract is issued.
- Understand the annuity is a long-term contract with substantial penalties for early surrenders.
- Understand that if I place an annuity in an IRA or other tax-deferred retirement plan, I will receive no additional tax advantage from the annuity.
- Have received, read and understand:
 - this Disclosure Statement;
 - the *Lincoln MYGuaranteeSM Plus* Client Guide and Facts-at-a-Glance; and
 - the Examples of MVA and Surrender Charge Calculations.
- Believe that this annuity contract meets my/our financial needs.

Owner/Applicant's Signature

Date

Joint Owner/Applicant's Signature (if applicable)

Date

Representative/Agent's Statement

I certify that I have:

- Read, explained and given to the Owner/Applicant (and Joint Owner, if any) this Disclosure Statement, *Lincoln MYGuaranteeSM Plus* Client Guide, Facts-at-a-Glance and Examples of MVA and Surrender Charge Calculations.
- Made no statements that are inconsistent with this Disclosure Statement, nor have I made any promises about expected future interest rates of the annuity contract.

Representative/Agent's Signature

Representative/Agent's Printed Name

Date

- | |
|---|
| <ul style="list-style-type: none"> ● 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 |
|---|

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. Please complete the Financial Information in Item 2 below as completely as possible. If you prefer not to provide some or all of the financial information in Item 2, please check the corresponding box next to that section. Financial information is needed in order to make an informed suitability decision. If more information is required to determine suitability, this may require that the client be contacted and asked to confirm in writing by initialing and dating the suitability form changes. **Please be aware that Lincoln may decline this request if information is incomplete or is not adequate to make an informed suitability decision.**

1. GENERAL INFORMATION

- a. Owner/Applicant's Name: _____
- b. Owners/Applicant's Age (years): _____
- c. New Contract Surrender Charge Period: _____
- d. Social Security/Tax ID Number: _____
- e. Total Premium/Purchase Payment (Approximate): _____
- f. Qualified: Yes No

2. FINANCIAL INFORMATION - (Reminder: Please be aware that Lincoln may decline this request if information is incomplete or is not adequate to make an informed suitability decision.)

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

- a. What is your annual income? \$ _____
- b. What is the source of your annual income? _____
- c. What is the combined annual household income? \$ _____
- d. What is your net worth? (excluding home, furnishings and auto) \$ _____
- e. What is the amount of your liquid assets? (checking account, savings account, CDs, stocks, bonds, mutual funds, annuities, etc. Non-Qualified funds only. Do not include Qualified Funds in this amount.) \$ _____
- f. What is the amount of your combined household Qualified funds? \$ _____
- g. Do you currently have a Reverse Mortgage? Yes No
- h. Do you anticipate material changes? (If "yes", check all boxes below that apply and please explain) Yes No
 - Annual Income Existing Assets Liquidity Needs Liquid Net Worth Financial Situation & Needs

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

(Complete and Return with the Fixed Annuity Application.)

3. PREMIUM TO LIQUID ASSETS (NON-QUALIFIED ONLY)

Is the percentage of purchase premium to liquid assets greater than 25% of the liquid assets? Yes No

If "yes", what percentage? _____% (Use this percentage 1e/2e)

4. APPROXIMATE FEDERAL TAX BRACKET

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

5. 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 _____

6. RISK TOLERANCE

Describe your risk tolerance? (check all boxes that apply)

Conservative Moderately Conservative Moderate Moderately Aggressive Aggressive

Other _____

7. SOURCE OF FUNDS

a. Why are you purchasing this fixed annuity? _____

b. What is the source of funds for purchasing this fixed annuity? (check all boxes that apply)

Fixed Annuity Indexed Annuity Variable Annuity Life Insurance CDs Savings/Checking

Reverse Mortgage/Home Equity Loan Mutual Funds Family Member

Non-Family Member (if yes, please provide explanation in separate document)

Other _____

(If there are multiple sources of funding, the remaining questions in this section must be answered separately for each source.)

c. Will you incur a surrender charge or penalty to fund the purchase of this fixed annuity? Yes No

If "yes", how much? \$ _____

If the surrender charge or penalty is greater than 3% of the value or greater than \$5,000, then complete Section 13.

d. Is the proposed annuity contract a replacement of an existing annuity contract or life insurance policy? Yes No

If "no", continue to Section 8. If "yes", continue with Section 7.

What type of product is being replaced? Fixed Annuity Indexed Annuity Variable Annuity

Life Insurance

When was the existing contract or policy purchased? _____ (Month/Year)

Was any contract or policy surrendered within the past 36 months (60 months in some states)? Yes No

Does your current contract have a living benefit that you would be giving up? Yes No

If so, does it have an income base greater than account value? Yes No

If "yes", then complete Section 13.

Does your current contract have a death benefit that is greater than the account value? Yes No

If "yes", then complete Section 13.

Does your current contract have a Minimum Guaranteed Interest Rate greater than the proposed contract? Yes No

If "yes", then complete Section 13.

I am replacing my existing policy or contract because:

8. 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

9. TIME HORIZON

Do you intend to withdraw more than 10% of the contract value in any contract year during the contract's surrender charge period? (This question does not apply to a Single Premium Immediate Annuity ("SPIA") or a Deferred Income Annuity ("DIA").)

Yes No N/A (SPIA/DIA)

10. DISTRIBUTIONS

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

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

11. SURRENDER CHARGES

a. I understand that this annuity contract has surrender charges for early withdrawals, surrenders or termination and that it may have a market value adjustment. I intend to keep the annuity contract at least through the contract's surrender charge period. I have been provided with and have read a product disclosure statement that discloses the surrender charge period, the surrender charge percentages and any market value adjustment that may apply for this annuity contract.

Yes No N/A (SPIA/DIA)

b. For the *Lincoln SmartIncome*SM Inflation Annuity: I understand that the *Lincoln SmartIncome*SM 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

12. FINANCIAL EXPERIENCE

Which of the following financial, insurance, and investment products have you owned and/or currently own? (check all boxes that apply)

Stocks Bonds (Corporate, Municipal, etc.) Mutual Funds Life Insurance Annuities None
 Other _____

If Any, length of time owned? Less than 1 year 1 - 4 years 5 - 10 years 11 - 15 years
 Greater than 15 years

13. ADDITIONAL INFORMATION

Required to complete if the criteria is met from Section 7 regarding Minimum Guaranteed Interest Rate, the surrender charge or penalty, living benefit rider or death benefit. In addition to completing this form, submit a copy of the most recent statement (preferably annual) for each existing annuity contract and/or life policy. If multiple annuity contracts and/or life policies are being replaced, a separate Section 13 must be completed for each annuity contract or life policy.

Existing Annuity Contract or Life Policy: _____

Annuitant(s): _____

Insurer: _____

Contract or Policy #: _____

	Existing Contract or Policy			Replacement Annuity			
	Mo	Day	Year	Mo	Day	Year	(est.)
Contract Issue Date							
Generic Contract Type							
Marketing Name							
Initial Premium							
Source of Initial Premium				N/A			
Total Premium							
Income Rider							
What is the guaranteed annual income today?							
What is the guaranteed annual income in 5 years?							
What is the guaranteed annual income in 10 years?							
Qualified Contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No			
Annuity Maturity Date							
Death Benefit Amount							
Change of Annuitant upon Death Available?	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No			
Surrender Charge Period in Years							
First Year Surrender Charge Percentage Rate	%			%			
Surrender Charge Schedule for Remaining Years							
Free Withdrawals Available?	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No			
Annual Free Withdrawal Percentage Rate	%			%			
Waiver of Surrender Charge Benefit or Similar Benefit? (List limitations, requirements, exclusions of the benefit)	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No			
Minimum Guaranteed Interest Rate	%			%			
Market Value Adjustment?	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No			
Asset Fees							
Initial Bonus Percentage or Amount							
Potential Loss of Bonus if Exchanged?	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No			
Limits and Exclusions for Bonuses that may be Payable							
Interest Rate Cap							
Participation Rate							
Index Type							
Administrative Fees or Margins (M&E)							

Other: _____

EXPLANATION OF TERMS

“Generic Contract Type” - is the generic name of the annuity contract form. Examples of generic annuity contract names are Flexible Premium Equity Indexed Annuity (FPEIDA), Single Premium Immediate Annuity (SPIA), Flexible Premium Variable Deferred Annuity (FPVDA), Deferred Income Annuity (DIA) and Single Premium Deferred Annuity (SPDA).

“Marketing Name” - is the name adopted by the insurer to identify the contract form.

“Qualified Contract” - means a product used to fund any type of pension plan approved by the Internal Revenue Service.

“Annuity Maturity Date” - is the final date of termination of the contract at which time the proceeds of the contract must be paid out.

“Surrender Charge” - is the amount deducted from annuity contract values upon surrender of an annuity, or for withdrawals exceeding any free withdrawal provision of the contract, regardless how this charge is titled in the policy, e.g., deferred sales charge.

“Surrender Charge Period” - is the number of annuity contract years a surrender charge may be applicable.

“Initial Surrender Charge Percentage Rate” - is the original percentage rate that is deducted from annuity values at the inception of the existing annuity contract, or that will be deducted from the recommended replacement contract at its inception if purchased.

“Surrender Charge Percentage Schedule for Remaining Years” - the percentage rate that would be deducted from the existing annuity contract if surrendered, or for any withdrawals exceeding the “free withdrawal” limit.

“Minimum Guaranteed Interest Rate” - is the minimum interest rate payable under the annuity contract as guaranteed by the insurer in the annuity contract.

“Initial Bonus Percentage or Amount” - is a bonus paid by the insurer, generally, at inception of the annuity contract, and may be expressed as a percentage of the initial premium or other amount, or a dollar amount, and must be stated in the annuity contract.

“Potential Loss of Bonus if Exchanged” - refers to whether any bonus would be lost if the annuity contract was exchanged or terminated for any reason.

“Interest Rate Cap” - is the maximum interest earnings that will be credited to the annuity contract.

“Participation Rate” - is the percentage of the increase or return of the underlying stock market index that will be used to calculate the return.

“Index Type” - is the financial measurement used by the insurer to make certain calculations within an annuity contract. Examples of such indices include Standard and Poor’s 500 and the Russell 2000.

“Market Value Adjustment” - is the increase or decrease in the surrender value of the contract that is adjusted to reflect market fluctuations.

“Administrative Fees or Margins” - are charges that amount to the difference between the percentage gain in the index and the actual amount credited to the annuity contract.

“Asset Fees” - are the fees the insurer charges that are a percentage of the value of the annuity contract, such as rider charges.

“Death Benefit Amount” - is the net amount that would be paid to the annuitant’s designated beneficiary or beneficiaries of an existing annuity, or the death benefit that the proposed replacement policy would pay as of the contract issue date.

“Free Withdrawals” - are the withdrawals that may be taken from an annuity’s values that are not subject to surrender or other charges and are a provision of the annuity contract.

“Annual Free Withdrawal Percentage Rate” - is the percentage of available funds that may be withdrawn from an annuity contract, generally on an annual basis and is stated in the annuity contract.

“Change of Annuitant upon Death” - is a provision that allows another person to become the annuitant upon the death of the original annuitant allowing the contract to remain in force.

“Waiver of Surrender Charge Benefit or Similar Benefit or Provision” - is a benefit that is built into individual annuity contracts or added by rider, endorsement or amendment. The benefits are triggered by a qualifying event associated with either the annuitant or owner, as specified in the contract.

OWNER/APPLICANT'S STATEMENT

I confirm the information given is accurate. My Producer/Representative 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).

If Section 13 was required to be completed, I have submitted a copy of the most recent statement of the existing annuity contract and/or life policy.

Owner/Applicant's Signature

Date

Joint Owner/Applicant's Signature

Date

PRODUCER/REPRESENTATIVE'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.

- a. Advantages of purchasing the proposed annuity: Guarantees Immediate Income Lower Risk
 More Stability Living Benefit Safety of Principal Income Rider
 Other, please explain

- b. Disadvantages of purchasing the proposed annuity: Surrender Period/Length Surrender Charge
 Replacement/Transfer Penalty Loss of Death Benefit Chance for Less Gain than Current Product
 Other, please explain

- c. The basis for my recommendation to purchase the proposed annuity or to replace or exchange an existing annuity contract or life policy:

- d. If client is 65 years or older, I have made sure that my client has not exhibited any cognitive signs of diminished capacity.
 Yes No N/A

- e. If the source of funds for purchasing the proposed annuity contract involves a stock, mutual fund or variable annuity, do you have a FINRA Series 6 or 7 registration? Yes No

Producer/Representative's Signature

Date

Producer/Representative's Printed Name

Representative Number (if applicable)

CERTIFICATION OF TRUSTEE POWERS

Use this form to certify the existence of the Trust, and the identity and powers of the Trustee(s). Please read this entire form and complete all fields before signing. If more space is needed for additional information, attach a separate sheet of paper.

CONTRACT OR POLICY¹ INFORMATION

Contract or Policy Number(s) (if known): _____

Owner Name: _____ Owner Social Security Number/TIN: _____

Annuitant/Insured Name: _____ Annuitant/Insured Social Security Number: _____

TRUST INFORMATION

Trust Name as it appears on the Trust ("Trust"): _____

Original Trust Date: _____ Latest Amendment Date (if any): _____

Taxpayer Identification Number (TIN): _____ State Governing Law of Trust: _____

Trust Address (for correspondence): _____

Trust Type (select one) Irrevocable Revocable Charitable Remainder Trust (CRT) TestamentaryIs this a grantor trust**? Yes No

If yes, Name of Grantor: _____

Grantor's Social Security Number: _____ Date of Birth: _____

** A grantor trust is one in which the grantor has reserved to him/her/itself certain powers that, under current tax law, may generate a tax liability on the grantor. Generally, these would be powers that could lead to a conclusion that the assets of the trust are treated as owned by the grantor and not really the trust (See, IRC Sections 671-679.) If not sure, please contact your tax/legal advisor to determine whether your trust reserves such powers.

Note: If the trust listed above is a Grantor Trust under Section 671-679 of the Internal Revenue Code (IRC), the following will apply:

- If this trust has a Tax ID Number (TIN), any taxable distributions from an annuity to the trust will be reported to the trust and the Internal Revenue Service. If this trust does not have a TIN, such annuity distributions will be reported to the Grantor and the Internal Revenue Service.
- The trust will be treated as a natural person under IRC Section 72 (u).
- If the trust should cease to be a Grantor Trust, the Trustee and/or Grantor will immediately give written notification, including new TIN, to the Lincoln Financial Group.

TRUSTEE INFORMATION

Trustee Name: _____

Trustee Address: _____

Additional Trustee Name (if any): _____

Additional Trustee Address: _____

Additional Trustee Name (if any): _____

Additional Trustee Address: _____

Transaction requests must be authorized by (select one):

 All Trustees Majority of Trustees Any One Trustee Only Specified Named Trustee(s) (provide name): _____¹Contract or Policy may be referred to as "certificate."



1035 EXCHANGE / ROLLOVER / TRANSFER FORM

Name of Receiving Company



Business Address

Mailing Address

Lincoln Life
PO Box 2348
Fort Wayne, IN 46801-2348

Overnight Address

Lincoln Life
Attention: New Business Operations
1300 South Clinton Street
Fort Wayne IN 46802-3506

This form can be used to accomplish a **FULL** or a **PARTIAL Exchange** of policies pursuant to Internal Revenue Code (IRC) Section 1035. This form can also be used for **Transfers of Funds and Direct Rollovers**. Complete the requested information concerning the existing policy and contract, check the appropriate boxes, and date and sign this form. Refer to the application, and if applicable, prospectus and any state required forms for additional important disclosures and information. Check with both the receiving and surrendering company for form requirements specific to the transaction that is being initiated.

Complete one form for each surrendering company and contract. Please apply funds to:

New / Existing Contract Number: _____

Without this contract number, the funds will be applied to a new contract.

The receiving company may not accept the exchange / rollover / transfer if the funds do not meet its minimum premium requirements.

1. SURRENDERING COMPANY POLICY / ACCOUNT / CONTRACT INFORMATION

Surrendering Company Name (Complete one form for each surrendering company)			Surrendering Company Account / Policy / Contract Number		
Street Address Line 1			Address Line 2		
City	State	Zip	Phone Number	Ext	
<input type="checkbox"/> Life Insurance <input type="checkbox"/> Annuity Contract <input type="checkbox"/> Other:			Estimated Amount of Transfer \$		
Owner / Entity Name					
First	Middle	Last		Social Security Number / Tax ID #	
Joint Owner Name - Please confirm the availability of these options with the Receiving Company					
First	Middle	Last		Social Security Number / Tax ID #	
Insured / Annuitant Name - if other than owner (applies to Life & Annuity products only)					
First	Middle	Last		Social Security Number / Tax ID #	
Joint Insured / Annuitant Name - Please confirm the availability of these options with the Receiving Company					
First	Middle	Last		Social Security Number / Tax ID #	
Contingent Annuitant Name - Please confirm the availability of these options with the Receiving Company					
First	Middle	Last		Social Security Number / Tax ID #	

2A. NON-QUALIFIED 1035 EXCHANGE SURRENDERING INSTRUCTIONS

Please confirm the availability of these options with both the surrendering and receiving company. Not all receiving companies provide life insurance products.

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 Page 3, Section 4 V.
- 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 _____ %
- Penalty Free Amount

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

2B. NON-QUALIFIED TRANSFER OF FUNDS (NON 1035 EXCHANGE)

- Mutual Fund Shares Brokerage Account Other: _____
- Certificate of Deposit (CD) Money Market 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. Specify funds to liquidate. Fund / Account Number: _____

2C. TAX-QUALIFIED RETIREMENT ACCOUNTS / CONTRACTS REQUEST FOR DIRECT ROLLOVER / TRANSFER:
Please confirm the availability of these options with the receiving company.

I. Transferred from:

- Traditional IRA SEP- IRA SIMPLE IRA Roth IRA* *
- Beneficial IRA Specify Type: _____
- Pension Plan 401(a) 401(k) 401(k) Designated Roth Account
- 457(b) Plan TSA/403(b) * 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.

Please confirm that the receiving company will accept a transfer / exchange of funds into a TSA/403(b).

If the receiving company will process a transfer / exchange of funds into a TSA/403(b), the TSA/403(b) owner / participant's employer or employer's third-party administrator must authorize and sign this transfer request in Section 6.

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

This request is for the direct transfer / exchange of non-ERISA funds 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 / exchange. I acknowledge that the transferred / exchanged 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 / exchange of funds pursuant to IRC section 403(b) and the final regulations. The transfer / exchange is to be executed from financial institution to financial institution in such a manner that it will not place me in actual or constructive receipt of all or any part of the transferred / exchanged funds. Because this transaction constitutes a direct rollover / transfer / exchange 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 / exchange.)

II. Complete for all Transfers:

Note: Employer / Third Party Administrator must acknowledge by signing in Section 6.

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)

3. 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 understand that fees and charges may apply if the transfer is processed before the maturity date. I hereby instruct the parties to process that liquidation:

- Waive any conservation period that may apply and process transfer request At Maturity Date: _____
- On a specific date: _____

I / We also understand it is my / our responsibility to confirm with the surrendering company their processing guidelines to selecting a specific transfer date.

4. DISCLOSURES / ACKNOWLEDGEMENTS

- I. 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.
- II. 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 affect a partial 1035 exchange of an annuity contract. However, I acknowledge that Revenue Procedure 2011-38 states that withdrawals from annuitization, taxable owner or annuitant changes, or surrenders, other than an amount received as an annuity for a period of 10 years or more or during one or more lives, of either the original contract or the new contract during the 180 day period following the partial exchange, may affect the tax free status of the partial exchange.
- Note: Other exceptions may apply and a subsequent direct transfer of all or a portion of either contract involved in the exchange could have tax and tax reporting consequences. Please consult your tax advisor. Please confirm with the carrier if they will support partial 1035 exchanges.
- 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 authorize the receiving company and the surrendering institution to share information necessary to maintain accurate records of the annuity cost basis and to ensure proper withholding and tax reporting. I have been directed to consult my tax or legal advisor before proceeding.
- III. 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.
- IV. 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.
- V. LOAN CARRY FORWARD - IF THE BOX IN SECTION 2A. 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.
- VI. 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.
- VII. 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.
- VIII. NON-QUALIFIED TRANSFER OF FUNDS (NON 1035 EXCHANGE) - 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. For index annuities, fixed account interest under the annuity contract will begin to accrue on the next Issue Day.
- IX. The IRS has provided limited guidance on the tax consequences of transferring a life insurance policy with values less than the investment in the contract to a new or existing annuity contract. If the owner surrenders the newly acquired annuity contract, it's not clear whether the annuity losses are fully deductible against ordinary income or deductible as a miscellaneous deduction subject to a limitation of 2% of adjusted gross income (AGI). If the IRS views the two transactions as a single integrated transaction, they could consider it a step transaction and successfully disallow the losses as a tax deduction.

5. 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).
 - Check this box 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.

6. SIGNATURES

This transfer request also authorizes the receiving company to request information on the status of this transfer or exchange by phone or in writing. By signing below, I represent that the responses herein are, to the best of my knowledge, accurate and I have read the DISCLOSURES / ACKNOWLEDGEMENTS section on page 3 of the ACORD 1035 Exchange / Rollover / Transfer Form.

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

Signature Guarantee (if applicable)		
	Signature of Owner / Plan Administrator / Trustee / Custodian	Date (mm/dd/yyyy)
	Signature of Joint Owner / Co-Trustee	Date (mm/dd/yyyy)
	Signature of Insured / Annuitant (if applicable)	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)

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

By signing below, I am acknowledging that I have reviewed this direct transfer / rollover / exchange request and that it is authorized and approved under the employer's 403(b) plan under IRC section 403(b) and the final regulations.

- 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 the IRC section 403(b) regulations.
- c) All information provided on this form is accurate.

Print Name of Employer or Third Party Administrator	Title of Employer or Third Party Administrator
Signature of Employer or Third Party Administrator	Date (mm/dd/yyyy)

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

- Full 1035 Exchange Partial 1035 Exchange

By signature of an authorized officer below, the receiving company accepts assignment of all (or a portion of the assets if this is a partial exchange) to 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 or a portion if it is a partial surrender.

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

The receiving company will deposit funds received into a:

- Traditional IRA SEP-IRA SIMPLE IRA Roth IRA Roth Conversion * Roth Conversion Date: _____
 Beneficial IRA Specify Type: _____
 Pension Plan 401(a) 401(k) 401(k) Designated Roth Account 457(b) Plan
 TSA/403(b) Other: _____ Account #: _____

*** An IRA may be converted to a ROTH IRA.**

Print Name of Authorized Officer	Title of Authorized Officer
Signature of Authorized Officer (if applicable - may not be required if LOA is used)	Date (mm/dd/yyyy)

