

Exchange Agreement/Absolute Assignment for Life Insurance for IRC Section 1035 Life Insurance Exchange

Do not use this form for collateral security purposes. Be sure all appropriate blanks are filled in and boxes checked. The Company does not guarantee that any form is valid or sufficient for the purposes intended and provides this form only as a convenience.

Current Policy/Contract/Certificate Information *Section must be completed in full*

Policy/Contract/Certificate Number(s) to be exchanged (the "Contract(s)"): _____

Type of Insurance: Life Annuity

List Existing Insurer (the "Current Insurer") (List only one Insurer per form): _____

Owner's Name (if trust owned, full name of trust): _____

Insured's Name, if other than Owner: _____

Owner's SSN/TIN: _____

If trust owned, Date of Trust: _____

Is there a Collateral Assignment on this Contract? Yes No If "Yes," will this Assignment be transferred to the new policy/contract/certificate to be issued (the "Policy")? Yes No If "Yes," appropriate forms will need to be completed.

List name of Assignee: _____

Check here if original Contract(s) is lost or destroyed.

Is the Contract subject to an existing loan? Yes No If "Yes," check the appropriate box below and refer to Page 2, #4 for additional information.

The Contract is subject to an outstanding loan for the approximate amount of \$ _____. The new Policy will be issued subject to the same loan amount as on the Contract. (This option is not allowed on MoneyGuard® products.)

The Contract is subject to an outstanding loan, and the new Policy will not be issued subject to a loan, which may result in a taxable event.

The undersigned Owner(s) understand, represent and agree to the following:

1. The Owner(s) assigns and transfers to the Company and its executors, administrators, successors or assigns all rights, title and interest in the Contract for the purpose of effecting an exchange of the Contract for a new Policy to be issued by the Company. The Company will not exercise any rights under this assignment until all requirements for issuance of a new Policy have been satisfied. If the Company declines, cancels, or postpones the new application for insurance, the Company will release this assignment. The Owner(s) understands and agrees that without limitation, this assignment specifically includes, unless otherwise specified below:
 - the right to surrender the Contract to the Current Insurer for its cash value, if any
 - the right to transfer any and all rights under this assignment
 - the right to receive any death benefit payable under the Contract, and
 - the right to exercise all the other options and privileges, all without consent, and/or notice to the Owner(s)

2. No Contract listed above is subject to any of the following:
- collateral assignment not disclosed above
 - divorce or separation agreement
 - attachments
 - irrevocable beneficiary arrangement
 - any legal action or tax lien(s)
 - insolvency proceedings
3. The Owner(s) will continue to pay the premiums necessary to keep the Contract in force until the Contract's surrender proceeds are released from the Current Insurer. The Company bears no responsibility for payment of any premiums. Failure to pay premiums on the Contract prior to surrender may create a loan, or reduce coverage, or eliminate surrender proceeds, or create a potential lapse in coverage.
4. If requested, the Company will carry over to the new Policy an existing loan as allowed by applicable provisions of the Internal Revenue Code and in accordance with the Company's Policy provisions. If an existing loan is not carried over, there may be taxable income upon completion of this transaction. The Company will not assume loan carryover amounts **less than \$500.00**. The loan carryover option is not allowed on **MoneyGuard®** products.

If a loan carryover is requested on this form, the Owner(s) agree that:

- The loan will be carried over to the new Policy subject to any minimum and maximum loan amount restrictions or the Company's other product guidelines. (Please consult with your insurance producer regarding any applicable restrictions.)
- Upon the Company's receipt of the Contract's surrender proceeds, if the Company determines that the loan amount does not meet the product guidelines for the new Policy, the Company has the right to rescind the new Policy.

Upon rescission, the Company, at the direction of the Owner(s), shall return all premiums received under the new Policy, including the Contract's surrender proceeds, either to the Current Insurer (subject to acceptance by the Current Insurer); or to the Owner(s); whereupon, the Company shall be released from any further obligations under this assignment or the new Policy.

If a loan carryover is not requested on this form, but is subsequently requested, the Company has the right to refuse to process the loan carryover.

5. If the application for the new Policy is cancelled, declined or postponed by the Company for any reason, or if the Owner(s) should, for any reason, cancel or not accept the new Policy or fail to complete the requirements necessary to issue it, the Company will release this assignment. If the Company has already requested surrender of the Contract or actually received the Contract's surrender proceeds, then the Company, at the direction of the Owner(s), shall either return all premiums received under the new Policy, including the Contract's surrender proceeds, to the Current Insurer (subject to acceptance by the Current Insurer); or to the Owner(s); whereupon, the Company shall be released from any further obligations under this assignment or the new Policy.
6. Coverage under the Company's new Policy becomes effective when: **(See below for MoneyGuard®)**
- the application has been approved by the Company, a signed and valid illustration or projection of values has been received by the Company; **and**
 - the appropriate parties have signed and accepted any amendments required to render an underwriting decision, such as questions related to health, avocations and amount of insurance in-force or applied for with other companies; **and**
 - the Company has mailed this agreement to the Current Insurer, unless the Current Insurer determines that this agreement is not in good order; or a premium has been paid to the Company.

A delay in receipt of the Contract's surrender proceeds or other premiums may affect the newly issued Policy's illustrated premiums, death benefits, and/or guarantees.

For all MoneyGuard® products coverage is effective only for the amount of the death benefit and does not cover LTC benefits.

7. Should the Insured die after coverage becomes effective under the Company's new Policy (as provided in paragraph 6), payment of benefits will be governed by the terms of the Company's new Policy. If coverage is not yet effective under the Company's new Policy, payment of benefits will be governed by the terms of the Contract. During the application and exchange process, coverage will be available to the Owner(s) and/or any beneficiaries either under the Contract or under the Company's new Policy, but not under both. Coverage under any Temporary Insurance Agreement shall be unaffected by this assignment.
8. In effecting this change in accordance with the above provisions, the Company is hereby held harmless with respect to any damages the Owner(s) may incur resulting from the exchange. The Owner(s) understand that the Company is not responsible for any tax consequences which may result from the policy exchange or the failure of the policy exchange to occur. The Company has made no representation concerning the tax treatment of the policy exchange under the Internal Revenue Code, and the Owner(s) will not rely on the Company or any of the Company's insurance producers or employees for any tax advice.

9. If the application for the new Policy is an Internal Exchange of a Contract issued by the Company or its affiliates, in order to avoid duplicate Cost of Insurance (COI) charges, the effective date of the new Policy will be set at the prior monthiversary day of the replaced Contract and Contract values recognized for the exchange will be based on that date. **(If the replaced Contract is a variable life insurance Contract, this may impact the Contract values held in sub-accounts.)** The new effective date cannot precede the earlier of the application receipt date or the application signature date of the internal exchange request.

10. I have received an illustration or projection of values of the terms and values of the proposed new Policy. I have reviewed the values of my replaced Contract and I understand that the values may be less under the new Policy.

I have reviewed and understand all of the above statements, terms and conditions and I have received a copy.

Dated this _____ day of _____, _____.
(month) (year)

For Individual or Trust Owned:

For Individual or Trust Owned:

Signature of Owner/Trustee with Title if Trust owned

Printed Name of Owner or Trustee with Title if Trust owned

Signature of Owner/Trustee with Title if Trust owned

Printed Name of Owner or Trustee with Title if Trust owned

For Corporate Owned:

For Corporate Owned:

Authorized Signature with Title

Printed Authorized Name and Title

Authorized Signature with Title

Printed Authorized Name and Title

Other:

Other:

Authorized Signature of Assignee with Title

Printed Name of Assignee with Title

Spousal Signature (If Community Property State)

Printed Name of Spouse (If Community Property State)

Internal Use Only by Lincoln Signed on behalf of Lincoln:

By: _____ this _____ day of _____, _____
Duly Authorized Officer of Lincoln and Title