

Lincoln Investment Planning, Inc. * 218 Glenside Avenue * Wyncote, PA 19095 * www.lincolninvestment.com * 215 887-8111
 Registered Investment Advisor * Broker/Dealer Member FINRA/SIPC

**REP
 INFORMATION**

Rep Name	Rep #	Branch #
/ / / /		
Date Rec'd in Good Order	Date Shipped to Branch	

**INVESTOR
 INFORMATION**

Investor Name: First	Investor Name: Middle	Investor Name: Last
SSN/TIN or Entity ID	Birthdate (MM/DD/YYYY)	

**TABLE OF
 CONTENTS**

Referenced below is a list of the instructions by page. Please select the pages being used. If already checked, the page is required. Please do not submit unused pages. **Note:** This page is required.

- Page 1: Table of Contents**
- Page 2: Investor Information**
 Investor/Employer Information
- Page 3: Time Horizon and Risk Questionnaire**
- Page 4: Account Investment Objective**
 Tax Type
 Beneficiary Designation
 Source of Funds
- Page 5: Transfer Purchase Instructions** - Use this page for transfer/rollover investment instructions and include the proper transfer form:
 RS-RSP-2 attached
 Original Employer's Transfer/Rollover Form and RS-RSP-2 (Form is required for custodial acceptance).
 Copy of Employer's Transfer/Rollover Form and RS-RSP-2 (Form is required).
Reduced Sales Charge Information
- Page 6: Check Purchase Instructions** - Use this page for any check purchase instructions, accompanied by a check.
Reduced Sales Charge Information
- Page 7: Salary Deferral Allocation Form**
- Page 8: Investment Advisory Agreement, Participant Certification and Signature**
- Page 9: Investment Advisory Agreement, Participant Certification and Signature**
- Page 10: Addendum to Investment Advisory Agreement**



Lincoln Investment Planning, Inc. * 218 Glenside Avenue * Wyncote, PA 19095 * www.lincolninvestment.com * 215 887-8111
 Registered Investment Advisor * Broker/Dealer Member FINRA/SIPC

**REP
 INFORMATION**

Rep Name	Rep #	Branch #
<input type="checkbox"/> New Investor	<input type="checkbox"/> Existing Investor - updated information	<input type="checkbox"/> Existing Investor - no updated information; proceed to "Account Investment Objective"

**INVESTOR
 STATUS**

**INVESTOR
 INFORMATION**

Name: First	Name: Middle	Name: Last	SSN/TIN (if no SSN, complete L-671D)
<input type="checkbox"/> Male <input type="checkbox"/> Female		<input type="checkbox"/> Y <input type="checkbox"/> N	
Gender	Birthdate: (MM/DD/YYYY)	US Citizen: (If No, list country of citizenship)	
Marital Status:	<input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Divorced	<input type="checkbox"/> Widowed	<input type="checkbox"/> Civil Union <input type="checkbox"/> Domestic Partnership

Residence Address: (No PO Box) Street Address

Residence Address: City, State, ZIP Country (if not US)

Mailing Address: (If different than Residence Address) Street Address

Mailing Address: City, State, ZIP Country (if not US)

Phone: Day Phone: Evening Phone: Cell

Email Address
If you provide an email address, please read the Decline Electronic Delivery below:
 Lincoln must obtain consent to provide certain documents electronically. Information regarding Lincoln's electronic delivery practices is included in the Lincoln Investor Agreement and Disclosure Handbook. Please review the section on Consent to Electronic Delivery and if you do NOT wish to receive electronic documents from Lincoln, decline by initialing here: _____.

Annual Income: Below \$25,000 \$25,000-\$50,000 \$50,001-\$100,000 \$100,001-\$250,000 \$250,001+

Marginal Tax Rate: 0%-15% 16-29% 30%+

Net Worth (excluding primary residence): Below \$50,000 \$50,000-\$250,000 \$250,001-\$500,000 \$500,001+

Are you affiliated with, an employee or related to an employee (immediate family only) of:

Lincoln Investment Planning, Inc.? Y N – If Yes, Name and Relationship: _____

Another broker/dealer? Y N – If Yes, Name and Broker/Dealer Affiliation: _____

A stock exchange or FINRA? Y N – If Yes, Name and Affiliation: _____

**EMPLOYER
 INFORMATION**

Are you currently employed? Y N

Employer Location/Site Name

Occupation Date of Hire

Employer Address: Street

Employer Address: City, State, ZIP



TIME HORIZON AND RISK QUESTIONNAIRE

New Investor **Existing Investor** -updated information **Existing Investor** - no updated information; proceed to next section

To help determine your willingness to accept financial risk in your overall portfolio, please read the question, choose your answer and circle the value in the right hand column; add the values to give you a total score. **PLEASE ANSWER ALL OF THE FOLLOWING:**

- I would first consult with my financial representative prior to making an investment decision.
 I prefer to make my own investment decisions.

TIME HORIZON

1. Given your current financial situation and age, when do you expect to begin spending these assets?	a. Less than 2 years	0
	b. Between 2 to 5 years	2
	c. Between 6 to 10 years	4
	d. More than 10 years	6
2. Once you begin spending these assets, how do you expect to use these proceeds ?	a. Spend all within a 2 year period or take a lump sum distribution	0
	b. Spend all over 2 to 5 years	2
	c. Spend for basic income needs - taking systematic/frequent withdrawals	4
	d. Spend as discretionary income - taking withdrawals as needed	6
	e. Do not plan to spend; want to pass on to beneficiaries or gift to charities	8

RISK TOLERANCE

3. Looking at the following hypothetical example, which investment would you choose?
These are hypothetical returns and are for illustration purposes only. Time horizon assumes a minimum investment of ten years. Ninety-five percent of the time returns typically fall within the top and bottom range of returns. In order to realize the average return, you would potentially experience not only a gain equivalent to the top range of return but also a loss equivalent to the bottom range of return in a single year.

Range of Returns					
	High	Average	Low		
Investment A	8%	4%	0%	a. Investment A	0
Investment B	16%	6%	-9%	b. Investment B	4
Investment C	24%	8%	-16%	c. Investment C	6
Investment D	33%	10%	-24%	d. Investment D	8
Investment E	42%	12%	-33%	e. Investment E	12

4. What would you do if your selected investment from Question #3 experienced the return listed in the "Low" column?	a. I selected Investment A .	0
	b. Sell the investment; I cannot tolerate losses.	1
	c. Consider making changes to my investment(s).	4
	d. Maintain my current investment(s) because I understand there are fluctuations in the market.	8
	e. Consider the decline as an investment opportunity and add to my account.	12

5. With which statement do you identify the most?	a. Even if my investment goal is many years away, I'd rather accept a lower rate of return than put my investment at risk.	1
	b. I prefer that the majority of my portfolio be invested in lower-risk investments.	4
	c. I would accept more risk in an effort to achieve potentially higher long-term returns.	8
	d. I would accept a maximum risk/loss of principal for the potential long-term maximum return.	12

INVESTMENT EXPERIENCE

6. Which statement best describes your experience as an investor?	a. I have little savings and am new to investing.	0
	b. I have savings, Certificates of Deposit (CDs) or fixed annuity experience, no variable return experience.	1
	Pertains to C, D, E: I may own some/all of B, but have	
	c. been investing in mutual funds, stocks, bonds or other variable investments for 1 to 3 years.	4
	d. been investing in mutual funds, stocks, bonds or other variable investments for 3 to 10 years.	6
	e. been investing in mutual funds, stocks, bonds or other variable investments for more than 10 years.	10
Total Score		*

Total Score*
 Use your total score to determine your Risk Profile and check one. However, if you wish to disregard the results, indicate the risk level that you feel is in line with your personal risk tolerance. In doing so, you understand that you may be assuming more or less risk than is appropriate for you.

Conservative
(0-15)

Stability of principal with little or no price volatility.

Moderately Conservative
(15-28)

Safety of principal with minimal price volatility.

Moderate
(28-37)

Moderate growth with some probability of price volatility or loss of principal to achieve potentially higher returns.

Moderately Aggressive
(37-48)

Higher than average growth potential with increased probability of price volatility or loss of principal to achieve potentially higher returns.

Aggressive
(49+)

High growth potential with high probability of price volatility or loss of principal to achieve potentially higher returns.

Notes/Investment Restrictions (if any):



TRANSFER PURCHASE INSTRUCTIONS

PLEASE LIST ONLY ONE INVESTMENT PER LINE
(attach additional pages if necessary)

RS-RSP-2 attached

Original Employer's Transfer/Rollover Form and RS-RSP-2 attached

Copy of Employer's Transfer/Rollover Form and RS-RSP-2 attached

(If Transfer or Rollover-in-Kind only, DO NOT USE – complete instructions on transfer form)

From: (Custodian/Fund Name)	Amount % or \$ (per Investment)	TO			
		Account Type <input type="checkbox"/> RS <input type="checkbox"/> RSP <input type="checkbox"/> IS <input type="checkbox"/> ISP <input type="checkbox"/> Product Sponsored	Tax Type _____	Asset Managed or Buy & Hold <input type="checkbox"/> Asset Managed <input type="checkbox"/> Buy & Hold	Anticipated Holding Period _____ Years
		Investment Name/Asset Management Program: <input type="checkbox"/> New <input type="checkbox"/> Existing			
		Account Type <input type="checkbox"/> RS <input type="checkbox"/> RSP <input type="checkbox"/> IS <input type="checkbox"/> ISP <input type="checkbox"/> Product Sponsored	Tax Type _____	Asset Managed or Buy & Hold <input type="checkbox"/> Asset Managed <input type="checkbox"/> Buy & Hold	Anticipated Holding Period _____ Years
		Investment Name/Asset Management Program: <input type="checkbox"/> New <input type="checkbox"/> Existing			
		Account Type <input type="checkbox"/> RS <input type="checkbox"/> RSP <input type="checkbox"/> IS <input type="checkbox"/> ISP <input type="checkbox"/> Product Sponsored	Tax Type _____	Asset Managed or Buy & Hold <input type="checkbox"/> Asset Managed <input type="checkbox"/> Buy & Hold	Anticipated Holding Period _____ Years
		Investment Name/Asset Management Program: <input type="checkbox"/> New <input type="checkbox"/> Existing			
		Account Type <input type="checkbox"/> RS <input type="checkbox"/> RSP <input type="checkbox"/> IS <input type="checkbox"/> ISP <input type="checkbox"/> Product Sponsored	Tax Type _____	Asset Managed or Buy & Hold <input type="checkbox"/> Asset Managed <input type="checkbox"/> Buy & Hold	Anticipated Holding Period _____ Years
		Investment Name/Asset Management Program: <input type="checkbox"/> New <input type="checkbox"/> Existing			
		Account Type <input type="checkbox"/> RS <input type="checkbox"/> RSP <input type="checkbox"/> IS <input type="checkbox"/> ISP <input type="checkbox"/> Product Sponsored	Tax Type _____	Asset Managed or Buy & Hold <input type="checkbox"/> Asset Managed <input type="checkbox"/> Buy & Hold	Anticipated Holding Period _____ Years
		Investment Name/Asset Management Program: <input type="checkbox"/> New <input type="checkbox"/> Existing			

REDUCED SALES CHARGES

Your financial representative can explain the nature of the breakpoint/discount alternatives. **If eligible, complete a Request for Reduced Sales Charge (L-15) form for each fund family "A" share purchases.**

L-15 attached

L-15 on file



CHECK PURCHASE INSTRUCTIONS

Purchase Instructions - Check Attached

Amount % or \$ (per Investment)	TO			
	Account Type <input type="checkbox"/> RS <input type="checkbox"/> RSP <input type="checkbox"/> IS <input type="checkbox"/> ISP <input type="checkbox"/> Product Sponsored	Tax Type _____	Asset Managed or Buy & Hold <input type="checkbox"/> Asset Managed <input type="checkbox"/> Buy & Hold	Anticipated Holding Period _____ Years
	Investment Name/Asset Management Program: <input type="checkbox"/> New <input type="checkbox"/> Existing			
	Account Type <input type="checkbox"/> RS <input type="checkbox"/> RSP <input type="checkbox"/> IS <input type="checkbox"/> ISP <input type="checkbox"/> Product Sponsored	Tax Type _____	Asset Managed or Buy & Hold <input type="checkbox"/> Asset Managed <input type="checkbox"/> Buy & Hold	Anticipated Holding Period _____ Years
	Investment Name/Asset Management Program: <input type="checkbox"/> New <input type="checkbox"/> Existing			
	Account Type <input type="checkbox"/> RS <input type="checkbox"/> RSP <input type="checkbox"/> IS <input type="checkbox"/> ISP <input type="checkbox"/> Product Sponsored	Tax Type _____	Asset Managed or Buy & Hold <input type="checkbox"/> Asset Managed <input type="checkbox"/> Buy & Hold	Anticipated Holding Period _____ Years
	Investment Name/Asset Management Program: <input type="checkbox"/> New <input type="checkbox"/> Existing			
	Account Type <input type="checkbox"/> RS <input type="checkbox"/> RSP <input type="checkbox"/> IS <input type="checkbox"/> ISP <input type="checkbox"/> Product Sponsored	Tax Type _____	Asset Managed or Buy & Hold <input type="checkbox"/> Asset Managed <input type="checkbox"/> Buy & Hold	Anticipated Holding Period _____ Years
	Investment Name/Asset Management Program: <input type="checkbox"/> New <input type="checkbox"/> Existing			
	Account Type <input type="checkbox"/> RS <input type="checkbox"/> RSP <input type="checkbox"/> IS <input type="checkbox"/> ISP <input type="checkbox"/> Product Sponsored	Tax Type _____	Asset Managed or Buy & Hold <input type="checkbox"/> Asset Managed <input type="checkbox"/> Buy & Hold	Anticipated Holding Period _____ Years
	Investment Name/Asset Management Program: <input type="checkbox"/> New <input type="checkbox"/> Existing			

CONTRIBUTION TYPE

IRA/Roth IRA Current Year

SIMPLE IRA Employee

SEP IRA

COMPLETE IF CHECK IS ATTACHED

IRA/Roth IRA Prior Year

SIMPLE IRA Employer

Rollover from Qualified Plan/403(b)
Attach copies of sponsor's paperwork)

IRA/Roth IRA 60-Day Rollover

REDUCED SALES CHARGES

Your financial representative can explain the nature of the breakpoint/discount alternatives. **If eligible, complete a Request for Reduced Sales Charge (L-15) form for each fund family "A" share purchases.**

L-15 attached

L-15 on file



SALARY DEFERRAL ALLOCATION

INVESTOR INFORMATION

Name: First _____ Name: Middle _____ Name: Last _____ SSN/TIN (if no SSN, complete L-67ID) _____

ALLOCATION INSTRUCTIONS

Tax Type : _____

- Instruction Type :**
- New Allocation Instructions for Salary Deferral
 - Allocation Change for Salary Deferral
 - Allocation Change for Termination Pay Only
 - New Employer _____

Anticipated Holding Period of investments listed below: _____ years

Effective with Paycheck Dated _____ / _____ / _____

Employee		Amount % or \$			After-tax Payroll Saving	Account Type	Investment Name / Asset Management Program and Share Class <i>(If new advisory investor, complete & sign IA Agreement)</i>
Pre-tax	Roth	Basic	Match				
					<input type="checkbox"/> RS <input type="checkbox"/> RSP <input type="checkbox"/> Product Sponsored	<input type="checkbox"/> New <input type="checkbox"/> Existing	
					<input type="checkbox"/> RS <input type="checkbox"/> RSP <input type="checkbox"/> Product Sponsored	<input type="checkbox"/> New <input type="checkbox"/> Existing	
					<input type="checkbox"/> RS <input type="checkbox"/> RSP <input type="checkbox"/> Product Sponsored	<input type="checkbox"/> New <input type="checkbox"/> Existing	
					<input type="checkbox"/> RS <input type="checkbox"/> RSP <input type="checkbox"/> Product Sponsored	<input type="checkbox"/> New <input type="checkbox"/> Existing	
					<input type="checkbox"/> RS <input type="checkbox"/> RSP <input type="checkbox"/> Product Sponsored	<input type="checkbox"/> New <input type="checkbox"/> Existing	
					<input type="checkbox"/> RS <input type="checkbox"/> RSP <input type="checkbox"/> Product Sponsored	<input type="checkbox"/> New <input type="checkbox"/> Existing	
					<input type="checkbox"/> RS <input type="checkbox"/> RSP <input type="checkbox"/> Product Sponsored	<input type="checkbox"/> New <input type="checkbox"/> Existing	
					<input type="checkbox"/> RS <input type="checkbox"/> RSP <input type="checkbox"/> Product Sponsored	<input type="checkbox"/> New <input type="checkbox"/> Existing	

REDUCED SALES CHARGES

Your financial representative can explain the nature of the breakpoint/discount alternatives. **If eligible, complete a Request for Reduced Sales Charge (L-15) form for each fund family "A" share purchases.**

- L-15 attached L-15 on file



**INVESTMENT
ADVISORY
AGREEMENT,
PARTICIPANT
CERTIFICATION
AND SIGNATURE**

In choosing *Retirement SOLUTIONS PREMIER* ("Premier"), I hereby acknowledge receipt of the current Lincoln Investment Planning, Inc. ("Lincoln") *Investment Advisory Disclosure Statement* ("Disclosure Statement"), as required by Rule 204-3 of the Investment Advisors Act of 1940.

I engage Lincoln to provide advisory services in accordance with the following terms and conditions:

(1) Custom Client Portfolio (CCP) (Non-Discretionary): For an ongoing fee (Premier Fee) assessed on the value of the assets in my Premier account, my Lincoln Investment Financial Representative ("Financial Representative") shall provide to me one-on-one professional investment advice and assistance in the construction of a customized portfolio of no-load and/or sales-charge-waived mutual fund investments based on my financial situation, risk tolerance and investment objectives. I understand that my Financial Representative shall not have the authority to execute any transactions in my account without my specific verbal or written authorization. The Premier Fee shall not be assessed until the beginning of the next new calendar quarter following the establishment of the Premier account.

Plan Level Assets	Annual Premier Fee	Quarterly Premier Fee
First \$100,000	0.90%	0.225%
Next \$400,000	0.80%	0.200%
Next \$ 500,000	0.70%	0.175%
Over \$1,000,000	0.60%	0.150%

(2) I authorize the Premier fee to be automatically deducted from my account and paid directly to Lincoln on a quarterly basis. The fee is billed in advance and is based on the value of my account assets as of business close on the last business day of the calendar quarter. The fee will be deducted within 30 days after the quarter-end. Fees will be taken first from any money market position, but if adequate funds are not available, Lincoln will deduct the fee from the mutual fund with the highest balance. Lincoln does not render pro-rata charges or issue pro-rata refunds on the Premier Fee.

(3) I understand that as a result of my participation in Premier, Lincoln and its Financial Representatives may receive other compensation direct or indirectly from certain mutual fund companies in the form of Service Fees and Additional Compensation (both terms are further described in the Disclosure Statement). Such compensation from any one fund company shall not exceed 0.50% annually, and on average equates to approximately 0.25% - 0.50% annually on Premier CCP assets.

(4) I agree to provide to my Financial Representative all relevant personal and financial data to assist in the assessment of my financial situation, risk tolerance and investment objective(s) and I accept my responsibility to update my Financial Representative as to any changes in my financial condition or objectives. I retain my ownership rights over funds invested, including my right to liquidate or withdraw funds and vote proxies.

(5) Lincoln and my Financial Representative do not warrant or guarantee any results in the Premier account, nor do they guarantee that participation in Lincoln's advisory services will affect or improve investment performance.

(6) Lincoln will not be compensated based on the capital gains or capital appreciation of my investments in the account.

(7) This agreement shall remain in effect until such time as either party to this Agreement receives written notice from the other party of its or my desire to cancel this Agreement, or all assets are liquidated or transferred out of the Premier account. Termination of the Agreement will not negate any instructions already in progress at the time of receipt of the notice. I am aware that if the notice of termination is not received by Lincoln before the quarter-end or within the first 5 days of the next calendar quarter, I will be responsible for the next full calendar quarter Premier Fee.

(8) Lincoln shall rely on the information I provide with respect to my financial circumstances, risk tolerance and my stated objectives in the management of my account. In the event that I fail to provide material information to my Financial Representative and/or Lincoln, whether it is a result of misrepresentation or omission, I agree to hold my Financial Representative, Lincoln, and its assigns, harmless for any resulting loss to the extent permitted by applicable law in perpetuity. Lincoln shall act in a good faith and shall not be held liable for investment decisions that do not result in a profit. Nothing in this Agreement will constitute a waiver of my rights under applicable federal and state securities law; such laws may impose liability for actions undertaken in good faith.

(9) Lincoln and my Financial Representative will make reasonable efforts to execute all trading orders placed with them on a timely basis. I recognize that Lincoln cannot be held liable for fund restrictions, which may cause trading delays or cause me to incur additional trading costs.

(10) Lincoln reserves the right to amend this Agreement at any time upon written notice to me. Any change to this Agreement will be effective thirty (30) days after notification has been made to me.

(11) This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania in a manner consistent with the Investment Advisor's Act of 1940 and the rules and regulations of the U.S. Securities and Exchange Commission.

I have also received the Lincoln *Investor Agreement and Disclosure Handbook* ("Handbook") and *Custodial Account Agreement*, both of which were provided to me by my financial representative, which includes, but is not limited to:

- All rules applicable to the custodial agreement and consent to the Custodian's fee;
- Consent to Electronic Delivery and acceptance of electronic delivery of documents (unless declined below);
- Disclosure that my Financial Representative may receive a portion of the Premier fees as compensation for his/her services.



**INVESTMENT
ADVISORY
AGREEMENT,
PARTICIPANT
CERTIFICATION
AND SIGNATURE**

For 403(b), 457 Plan and Simple IRA accounts only: I hereby certify that (i) I am eligible and that my employer has authorized the establishment of this Custodial Account; (ii) the employer and I have entered into a salary deferral agreement (if applicable) to process contributions to this account; (iii) that I am responsible for ensuring that annual contributions to this account do not exceed the limitations as outlined under the Internal Revenue Code; and (iv) I appoint UMB Bank, n.a. or its successors as Custodian of the account(s).

Share Values Fluctuate: I understand that when I redeem shares, I may receive more or less than I invested, depending on the market value of the securities in the investment at that time. I recognize that while I may redeem my investment at any time, because of the costs and charges, it may not be considered appropriate for short-term needs. I understand that yields and returns change and are **not guaranteed**. I understand that the securities I wish to invest in are not FDIC insured.

Diversification: I understand there is no assurance that a diversified portfolio will produce better returns than an undiversified portfolio, nor does diversification assure against market loss.

To help the government fight the funding of terrorism and money laundering, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. Therefore, Lincoln will verify my personal financial information, such as name, address, date of birth and other information for identification purposes, with an independent consumer reporting agency. Lincoln may refuse or restrict transactions or request further information or evidentiary documentation during the verification process.

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct Social Security Number or taxpayer identification number, 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 a 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).

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

I acknowledge the following: (i) the information provided herein will be used to help determine a suitable investment strategy. For further information on my investments, I may obtain and read the fund prospectus(es). I can request a prospectus from my Lincoln Investment Financial Representative or go to www.lincolninvestment.com. I agree to be bound by the terms of this Agreement, the Custodial Agreement and the Handbook, which contains pertinent disclosures and agreements between Lincoln and me, including **Lincoln's Pre-dispute Arbitration Clause located in the Handbook, page 1, section I.**



Investor Signature

Date

Financial Representative Signature

Date

ACCEPTANCE

Acceptance of this Agreement is subject to acceptance by the Custodian, and such acceptance will be reflected by the initial confirmation or quarterly statement.

Lincoln Investment Planning, Inc. Authorized Acceptance Signature

Date



Lincoln Investment Planning, Inc. * 218 Glenside Avenue * Wyncote, PA 19095 * www.lincolninvestment.com * 215 887-8111
 Registered Investment Advisor * Broker/Dealer Member FINRA/SIPC

REP INFORMATION

Rep Name	Rep #	Branch #
----------	-------	----------

INVESTOR INFORMATION

Investor Name: First	Investor Name: Middle	Investor Name: Last	SSN/TIN or Entity ID
----------------------	-----------------------	---------------------	----------------------

In addition to my participation in the Premier Custom Client Portfolio ("CCP"), I hereby engage Lincoln Investment Planning, Inc. ("Lincoln") to enroll me in an Advisory (hereinafter called Asset Management) Program (Discretionary):

For an additional fee, I may elect to have all or a portion of my assets managed within an Asset Management Program offered by Lincoln. When choosing the Asset Management Program, I understand that I am granting Lincoln limited power of attorney to act on my behalf and execute transactions in no-load and/or sales-charge-waived mutual fund investments as determined by the selected Asset Manager(s) and I agree while in this Asset Management Program to be bound by the discipline and allocations of the Model(s) chosen. In addition to the annual Premier Fee of 0.90% as described in the Investment Advisory Agreement, those assets that are managed under this Asset Management Program will be assessed an additional Asset Management Fee as shown in the table herein. Multiple Service Discounts may also be available to me, as described in Lincoln's Investment Advisory Disclosure Statement ("Disclosure Statement") a copy of which accompanies this Agreement. Refer to the Disclosure Statement for a comprehensive listing of available Asset Management Programs.

Annual Asset Management Fee	Fee Schedule A <small>(Ibbotson Assoc., Progressive Asset Management, CLS, Russell)</small>	Fee Schedule B <small>(ICON Advisors, Meeder Financial, CCMG, AAMA)</small>	Fee Schedule C <small>(Goldman Sachs & Co)</small>
First \$100,000	0.60%	1.10%	0.85%
Next \$400,000	0.45%	0.95%	0.70%
Next \$500,000	0.30%	0.30%	0.30%
Over \$1,000,000	0.20%	0.20%	0.20%

REDUCED FEES
 (Asset Management Programs)

We, and certain related parties, participate in a Lincoln Asset Management Program and request consideration for any eligible discount in Asset Management Fees as described in Lincoln's Disclosure Statement. The related social security number(s)/ name(s) are:

Name	SSNTIN	Discount Code (ARG#) if already assigned:
------	--------	--

ACCEPTANCE AND SIGNATURE

I authorize the Asset Management Fee to be automatically deducted from my account and paid directly to Lincoln on a quarterly basis. The fee is billed in advance and is based on the value of assets in the Asset Management Program as of business close on the last business day of the calendar quarter. The fee will be deducted within 30 days after the quarter-end. Fees will be taken first from any money market position, but if adequate funds are not available, Lincoln will deduct the fee from the mutual fund with the highest balance.

Lincoln reserves the right to amend this Addendum at any time upon written notice to me. Any change to this Agreement will be effective thirty (30) days after notification has been made to me. Upon notice of my death, Lincoln shall cancel any Asset Management Programs and place all assets back in the Custom Client Portfolio until receipt of further instructions from an authorized party. This Agreement may not be assigned by Lincoln without my written consent.

For further information on these investments, I may obtain and read the fund prospectus(es). I can request a prospectus from my Lincoln Investment Financial Representative or go to www.lincolninvestment.com. I understand that investment decisions are subject to various market, currency, economic, political and business risks, and are not always profitable. Aggressive Investor Profiles are subject to more risk than Moderate Investor Profiles, and Moderate Investor Profiles are subject to more risk than Conservative Investor Profiles. I understand I have the right to cancel the contract, without being assessed any fees, within five (5) business days after entering into the contract. Request for cancellation must be in writing.

I authorize Lincoln to accept my verbal instructions to change Asset Management Programs and/or models. I understand that I am responsible to ensure that these program changes fall within my overall risk tolerance and I'll accept the new fee schedule (if applicable) for the Asset Management Program I have chosen.

SIGNATURES



Investor Signature _____ Date _____

Financial Representative Signature _____ Date _____

ACCEPTANCE

Lincoln Investment Planning, Inc. Authorized Acceptance Signature _____ Date _____

