

Instructions

Complete this form when opening a new *Retirement SOLUTIONS* ("RS") or *Retirement SOLUTIONS PREMIER* ("RSP") plan for either a new or existing Lincoln Investor. Follow the instructions below to determine which sections of this form to complete. **Do not submit unused pages.**

① Pay special attention to the required Investor deliverables:

Must be delivered if Investor is new to Lincoln:

- Lincoln Investor Agreement and Disclosure Handbook ("Handbook")

Must be delivered to all first time Lincoln Advisory Investors:

- Lincoln Investment Advisory Disclosure Brochure ("Disclosure Brochure")

Must be delivered if the account is in a tax type new to the Investor:

- Tax type specific Investment Custodial Account Agreement and Disclosure Statements ("Custodial Agreement")

What are the first steps?

Always complete sections...

Tell us about the Financial Representative, Branch and Investor ⇨ 1, 2, 3 & 4¹

Complete the SOLUTIONS plan information and obtain signatures ⇨ 5, 6, 10² & 11

¹ Section 4 is optional for RS Buy & Hold Investors

² Section 10 is only relevant for RS Asset Management and all PREMIER investors

How are you funding the plan?

Also complete section...

...and include form:

Salary Deferral ⇨ 7 Employer/TPA required Salary Reduction Agreement **OR** Lincoln's Salary Deferral Agreement (L-12)

Purchase via check ⇨ 8

Transfer of Assets, Transfer in Kind or Direct Rollover ⇨ RSOL-2¹

Systematic Investment Plan (IRA/SEP/ROTH) ⇨ Systematic Investment Instructions (SOL-11)

¹ If you are required to use the resigning custodian's form, submit with transfer investment instructions on Form L22-A.

Is Investor eligible for a Reduced Sales Charge for A share purchases?

Complete section

Request Reduced Sales Charge ⇨ 9¹

¹ The RSOL-2 Transfer form includes the Request for a Reduced Sales Charge, so you may complete this information in EITHER form. Submit only one Request for Reduced Sales Charge, per Investor and per Fund Family.



Section 1: Financial Representative, Branch and Investor Information

Lincoln Rep #	Branch #	Representative Name	Date Rec'd in Good Order	Date Shipped to Branch
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Section 2: Investor Contact and Suitability Information

Select One:
 New Investor New SOLUTIONS plan for an existing Investor. ⇨ **Changes to Contact or Suitability Information?** Yes No

First Name	Middle Name/Initial	Last Name	<input type="checkbox"/> Social Security #	OR	<input type="checkbox"/> Entity ID
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① Complete the rest of Section 2 and Section 3 only if this investor is new to Lincoln or if there are changes to contact or suitability information already on file.

Date of Birth	Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Citizenship
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Marital Status
 Married Single Divorced Widowed Civil Union Domestic Partnership

Residence Address (No PO Boxes)			Daytime Phone
City	State	Zip	Evening Phone

Mailing Address (if different from above)			Cell Phone
City	State	Zip	Other Phone Type

E-mail Address	① Lincoln must obtain consent to provide certain documents electronically. See Section 11 for more information. If you do <u>NOT</u> wish to receive electronic documents from Lincoln, decline by initialing here: _____
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Gross Annual Income: <input type="checkbox"/> \$ 0 - 24,999 <input type="checkbox"/> \$100,001 - 250,000 <input type="checkbox"/> \$ 25,000 - 50,000 <input type="checkbox"/> \$250,001 - 500,000 <input type="checkbox"/> \$ 50,001 - 100,000 <input type="checkbox"/> \$500,001 & Over	Investment Experience: <table border="1"> <tr> <td></td> <td>None</td> <td><1 Yr</td> <td>1-5 Yrs</td> <td>>5 Yrs</td> </tr> <tr> <td>Cash/Money Markets/CDs</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Mutual Funds/Stocks/Bonds</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Annuities/Insurance</td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>		None	<1 Yr	1-5 Yrs	>5 Yrs	Cash/Money Markets/CDs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Mutual Funds/Stocks/Bonds	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Annuities/Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	None	<1 Yr	1-5 Yrs	>5 Yrs																	
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Annuities/Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																	

Marginal Tax Rate: <input type="checkbox"/> 0%-15% <input type="checkbox"/> 16%-29% <input type="checkbox"/> 30%+	Risk Tolerance <input type="checkbox"/> Conservative <input type="checkbox"/> Moderately Conservative <input type="checkbox"/> Aggressive <input type="checkbox"/> Moderate <input type="checkbox"/> Moderately Aggressive
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Net Worth (exclude home): <input type="checkbox"/> \$ 0 - 49,999 <input type="checkbox"/> \$250,001 - 500,000 <input type="checkbox"/> \$ 50,000 - 250,000 <input type="checkbox"/> \$500,001 & Over	<input type="checkbox"/> Lincoln Investment Time Horizon and Risk Questionnaire used to determine (Required for Retirement SOLUTIONS Asset Management and ALL PREMIER Investors; optional for Buy and Hold Investors)
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Affiliations

- Are you or an immediate family member affiliated with, or work for, a member of a stock exchange or the Financial Industry Regulatory Authority? If YES, authorization from your employer is required before we can open your account. Yes No
- Are you or an immediate family member a senior officer, director or 10% shareholder of a publicly traded company? If YES, provide company name & address: _____ Yes No
- Are you or an immediate family member a Politically Exposed Person, a Private Bank or a Foreign Bank? Yes No

Section 3: Employer Information

Are you currently employed? <input type="checkbox"/> Yes <input type="checkbox"/> No	Occupation
Employer Name	Date of Hire (mm/dd/yyyy)
Employer Street Address	Employer Location/Site Name
Employer City	Employer State Employer Zip



Social Security #

OR

Entity ID

Section 4: Time Horizon and Risk Questionnaire

① *This Risk Questionnaire must be completed for first time SOLUTIONS/PREMIER advisory investors. It is an optional "Best Practice" tool for Buy and Hold investors.*

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. ANSWER ALL OF THE FOLLOWING:

I would first consult with my financial representative prior to making an investment decision **OR** 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 b. Between 2 to 5 years c. Between 6 to 10 years d. More than 10 years	0 2 4 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 b. Spend all over 2 to 5 years c. Spend for basic income needs - taking systematic/frequent withdrawals d. Spend as discretionary income - taking withdrawals as needed e. Do not plan to spend; want to pass on to beneficiaries or gift to charities	0 2 4 6 8																													
Risk Tolerance	3. Looking at the following hypothetical example, which investment would you choose? <i>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.</i>																															
	<table border="1"> <thead> <tr> <th colspan="4">Range of Returns</th> </tr> <tr> <th></th> <th>High</th> <th>Average</th> <th>Low</th> </tr> </thead> <tbody> <tr> <td>Investment A</td> <td>8%</td> <td>4%</td> <td>0%</td> </tr> <tr> <td>Investment B</td> <td>16%</td> <td>6%</td> <td>-9%</td> </tr> <tr> <td>Investment C</td> <td>24%</td> <td>8%</td> <td>-16%</td> </tr> <tr> <td>Investment D</td> <td>33%</td> <td>10%</td> <td>-24%</td> </tr> <tr> <td>Investment E</td> <td>42%</td> <td>12%</td> <td>-33%</td> </tr> </tbody> </table>		Range of Returns					High	Average	Low	Investment A	8%	4%	0%	Investment B	16%	6%	-9%	Investment C	24%	8%	-16%	Investment D	33%	10%	-24%	Investment E	42%	12%	-33%	a. Investment A b. Investment B c. Investment C d. Investment D e. Investment E	0 4 6 8 12
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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. b. Sell the investment; I cannot tolerate losses. c. Consider making changes to my investment(s). d. Maintain my current investment(s) because I understand there are fluctuations in the market. e. Consider the decline as an investment opportunity and add to my account.	0 1 4 8 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. b. I prefer that the majority of my portfolio be invested in lower-risk investments. c. I would accept more risk in an effort to achieve potentially higher long-term returns. d. I would accept a maximum risk/loss of principal for the potential long-term maximum return.	1 4 8 12																													
Investment Experience	6. Which statement best describes your experience as an investor?	a. I have little savings and am new to investing. b. I have savings, Certificates of Deposit (CDs) or fixed annuity experience, no variable return experience. c. I may own some/all of B, but have been investing in mutual funds, stocks, bonds or other variable investments for 1 to 3 years. d. I may own some/all of B, but have been investing in mutual funds, stocks, bonds or other variable investments for 3 to 10 years. e. I may own some/all of B, but have been investing in mutual funds, stocks, bonds or other variable investments for more than 10 years.	0 1 4 6 10																													

Total Score*

① *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.*

*Score	Overall Risk
<input type="checkbox"/> 0-15	Conservative: Stability of principal with little or no price volatility.
<input type="checkbox"/> 15-28	Moderately Conservative: Safety of principal with minimal price volatility.
<input type="checkbox"/> 28-37	Moderate: Moderate growth with some probability of price volatility or loss of principal to achieve potentially higher returns.
<input type="checkbox"/> 37-48	Moderately Aggressive: Higher than average growth potential with increased probability of price volatility or loss of principal to achieve potentially higher returns.
<input type="checkbox"/> 49+	Aggressive: High growth potential with high probability of price volatility or loss of principal to achieve potentially higher returns.

Notes Investment restrictions, if any:



Social Security #

OR

Entity ID

Section 5: SOLUTIONS Plan Information

Account Investment Objective

Given that this is a retirement account, Lincoln shall assume your account's primary investment objective is **RA: Retirement Accumulation**, which is defined as "seeking account appreciation to satisfy retirement needs".

If this is not correct, select an alternate investment objective from the choices below. *(Detailed definitions are available in the Lincoln Investor Agreement and Disclosure Handbook)*

AA: Asset Accumulation CI: Current Income ES: Educational Savings SP: Speculation

Plan Type

Select One:

Retirement SOLUTIONS Retirement SOLUTIONS ^{PREMIER}

Tax Type

Pre-tax 403(b)(7) Traditional IRA SEP IRA Pre-tax 457

After-tax Roth 403(b)(7) Rollover IRA SIMPLE After-tax Roth 457

Pre-tax 403(b)(7) and After-tax Roth 403(b)(7) Roth IRA Pre-Tax 457 and After-tax Roth 457

Texas ORP

Supplemental Pre-Tax for Texas ORP

Beneficiary Designation

ⓘ At a minimum, a Primary Beneficiary designation is required in order to open your account. Attach a separate sheet if needed for additional beneficiaries.

Are you currently married? *(If spouse is not primary beneficiary, review Spousal Consent below.)*

Yes No

Primary or Contingent	Full Name	%	Relationship	SSN/TIN	Date of Birth
Primary <input type="checkbox"/>					
Primary <input type="checkbox"/>					
Contingent <input type="checkbox"/>					
Primary <input type="checkbox"/>					
Contingent <input type="checkbox"/>					
Primary <input type="checkbox"/>					
Contingent <input type="checkbox"/>					

SPOUSAL CONSENT

This section **MUST** be completed if your spouse is not named as the Primary Beneficiary and you live in a community property state, OR if this is an ERISA account.

I certify that I am the spouse of the above-named Participant. In the event of the death of Participant, I hereby consent to the payment of Participant's interest in this account to the Beneficiary(ies) named and waive any such rights that I now have, and/or may have, in such interest.

Spouse Signature _____ Date _____

Notary Public Signature & Seal _____ Date _____

Section 6: Source of Funds & Investment Recommendation Information

Investment Choice(s)

The suggestion to purchase this/these investment(s) was made by: Financial Representative Investor

Source of Funds

Personal Savings/Checking Legal Settlement

Pension/IRA/Retirement Savings Business Sale Proceeds

Payroll Contributions Lottery Proceeds

Termination Pay Gift

Inheritance Other _____

Transfer-in-Kind

Replacement of an existing Investment ⇨ Complete "Authorization to Replace Investment" on transfer form (RSOL-2) or on Form L22-A if required to use another custodian's transfer form



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Section 8: Check Purchase Instructions

i If initial investment is via check, complete investment instructions.

Investment Name & Share Class or Ticker Symbol or Asset Management Program	New or Existing	Anticipated Holding Period	Amount \$ OR % (per investment)
<input type="checkbox"/> Buy/Hold <input type="checkbox"/> Asset Management <input type="checkbox"/> CCP Account #	<input type="checkbox"/> New <input type="checkbox"/> Existing	 years	\$ OR %
<input type="checkbox"/> Buy/Hold <input type="checkbox"/> Asset Management <input type="checkbox"/> CCP Account #	<input type="checkbox"/> New <input type="checkbox"/> Existing	 years	\$ OR %
<input type="checkbox"/> Buy/Hold <input type="checkbox"/> Asset Management <input type="checkbox"/> CCP Account #	<input type="checkbox"/> New <input type="checkbox"/> Existing	 years	\$ OR %
<input type="checkbox"/> Buy/Hold <input type="checkbox"/> Asset Management <input type="checkbox"/> CCP Account #	<input type="checkbox"/> New <input type="checkbox"/> Existing	 years	\$ OR %
<input type="checkbox"/> Buy/Hold <input type="checkbox"/> Asset Management <input type="checkbox"/> CCP Account #	<input type="checkbox"/> New <input type="checkbox"/> Existing	 years	\$ OR %
<input type="checkbox"/> Buy/Hold <input type="checkbox"/> Asset Management <input type="checkbox"/> CCP Account #	<input type="checkbox"/> New <input type="checkbox"/> Existing	 years	\$ OR %

Contribution Type	i Complete if applicable. Contributions to IRA/Roth IRA are assumed to be CURRENT YEAR unless specified differently below.		
	<input type="checkbox"/> IRA/Roth IRA Current Year <input type="checkbox"/> IRA/Roth IRA Prior Year <input type="checkbox"/> IRA/Roth IRA 60-Day Rollover	<input type="checkbox"/> SIMPLE IRA Employee <input type="checkbox"/> SIMPLE IRA Employer	<input type="checkbox"/> SEP IRA <input type="checkbox"/> Rollover from Qualified Plan/403(b) <i>(Attach copies of sponsor's paperwork)</i>

Reduced Sales Charges	i Complete this section only if investing in <i>Retirement SOLUTIONS</i> Buy and Hold accounts in A shares. Your financial representative can explain the nature of the breakpoint/discount alternatives.	
	If eligible, complete a Request for Reduced Sales Charge for each fund family's "A" share purchases.	
	<input type="checkbox"/> Request for Reduced Sales Charge attached	<input type="checkbox"/> Request for Reduced Sales Charge on file



Request for Reduced Sales Charges on Class A Shares 

Section 9: Request for Reduced Sales Charges on Class A Shares

Instructions

ⓘ Rights of Accumulation should be completed if the investor has more than one account at a fund company and wishes to receive maximum potential sales charge discounts.

Letter of Intent should be completed if it is the investor's intention to purchase additional mutual fund shares within the next 13 months which could therefore qualify for an immediate reduction in sales charges.

Please use one form per fund family.

To the Mutual Fund Family: Below are listed the investor(s) that are eligible to be linked for reduced sales charges under your current prospectus and/or SAI. Please implement the instructions as checked off for Rights of Accumulation and/or Statement/Letter of Intent. This form should be treated as a financial transaction and is accompanied by a check or future investments. **PLEASE PROCESS PROMPTLY.**

Investor Information	First Name	Middle Name/Initial	Last Name	Social Security #
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ⓘ List the investor(s) that are eligible to be linked for reduced sales charges under the fund's current prospectus and/or SAI, their SSN, relationship, as well as their total holdings within the fund family. If you are or are related to a FINRA member check the appropriate FINRA Member Relationship box.

Investor declined to provide related investors

Related Investor Name	SSN/TIN	Relationship	Total Holdings \$
Related Investor Name	SSN/TIN	Relationship	Total Holdings \$
Related Investor Name	SSN/TIN	Relationship	Total Holdings \$

ⓘ Complete the mutual fund family and breakpoint amount information, and select the applicable reduced sales charge:

Mutual Fund Family

Today's Purchase Amount \$	+	Total Existing Holdings With Fund Family \$	=	Total Breakpoint Amount (including LOI's) \$
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Rights of Accumulation
I, and the related parties indicated above, own shares in the above-referenced mutual fund family and qualify for a discount in sales charges on Class A shares as described in the fund's current prospectus and/or SAI. Please link all accounts registered under the SSN/TIN's indicated above regardless of their network level, tax type or broker/dealer affiliation (if permitted by fund family under their discount policy).

Establishing a Letter of Intent/Statement of Intent (If checked, the investor must sign this form)
To qualify for a reduced sales charge, I agree to the terms and conditions as set forth in the current prospectus and/or SAI of the below-referenced mutual fund family. Although not obligated, it is my intention to invest, over a 13-month period, in shares of the above-referenced mutual fund family in an aggregate amount at least equal to the Total Breakpoint Amount listed below. Please link all accounts registered under the SSN/TIN's indicated above regardless of their network level, tax type or broker/dealer affiliation (if permitted by fund family under their discount policy).

Mutual Fund Family: Please review for any purchases within the past 90 days that qualify for this Statement/Letter of Intent.

Letter of Intent/Statement of Intent already on file with mutual fund company
I already have a Letter of Intent/Statement of Intent on file with the above-referenced mutual fund company. Although not obligated, it is my intention to invest, over a 13-month period (from the original letter of intent/statement of intent submission date), in shares of the above-referenced mutual fund family in an aggregate amount at least equal to the Total Breakpoint Amount listed below.

FINRA Member Relationship eligible for NAV pricing (choose one):

I am an active Registered Representative.

I am an employee of a FINRA member company.

I am a spouse or child of a FINRA member and own shares in the above-referenced mutual fund family and qualify for NAV pricing on Class A shares as described in the fund's current prospectus and/or SAI.

Signature

My financial representative has communicated the availability of breakpoint discounts and made the necessary inquiry to gather relevant data to calculate these discounts before the transaction is processed. I have reviewed the current Prospectus and/or Statement of Additional Information ("SAI") regarding sales charge/fee discount eligibility for the mutual fund(s) for which I/we wish to purchase shares and have reviewed all related account holdings with my Lincoln Investment Planning, Inc. ("Lincoln") Financial Representative, **as well as those not held through Lincoln****; and have disclosed the related owners above. I understand that assets cannot be combined across fund families, and in some cases, across broker/dealers, when determining the applicable discount level.

** Check this box if Investor declined to provide holdings outside of Lincoln

Signature	Investor Signature (Optional for Rights of Accumulation, required for LOI/SOI)	Date
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Section 10: Investment Advisory Agreement

Investor hereby acknowledges receipt of the current Lincoln Investor Agreement and Disclosure Handbook ("Handbook"), Lincoln *Investment Advisory Disclosure Brochure* ("Disclosure Brochure"), a brochure about the Investment Advisory Representative(s) and Retirement Plan Custodial Agreement, if applicable. These disclosure documents outline Lincoln's conditions for opening and maintaining an account as well as disclose Lincoln's potential conflicts of interest.

Investor engages Lincoln and Investment Advisory Representative(s) ("IAR"), (hereinafter referred to jointly as "Lincoln") to provide to Investor advisory services ("Services") as indicated in the attached application and described below subject to the following terms and conditions. Lincoln will be providing these Services as a fiduciary under the Investment Advisor's Act of 1940. ("Agreement")

1. Services. Lincoln administers discretionary mutual fund asset allocation portfolios ("Asset Management Programs") and non-discretionary mutual fund asset allocation portfolios ("Client Custom Portfolios") on its four proprietary mutual fund platforms: *Retirement SOLUTIONS PREMIER* ("RSP"), *Investor SOLUTIONS PREMIER* ("ISP"), *Retirement SOLUTIONS* ("RS") and *Investor SOLUTIONS* ("IS").

Client Custom Portfolio

Client Custom Portfolio provides investors an asset-based advisory fee platform ("Premier Fee") offering open-ended mutual funds. An IAR of Lincoln will provide one-on-one professional, non-discretionary investment advice. The IAR will work with the investor to design an investment portfolio based on the investor's investment objectives, tolerance for risk, and profiling questionnaires. This service is available on the RSP and ISP ("Premier") platforms only.

Asset Management Programs

Investors have the option to have all or a portion of their assets discretionarily managed within an Asset Management Program offered by Lincoln on RS/IS/RSP/ISP. Lincoln has contractual agreements with certain independent Asset Managers, selected based on their mutual fund asset allocation management experience and dedication to their respective disciplines, in addition to other quantitative and qualitative criteria. An investor should consult with their IAR as to which Asset Manager(s) is appropriate in relation to the investor's investment objectives and risk tolerance. Additional descriptions of offered programs are available from the investor's IAR upon request. Not all Asset Management Programs are available on all Lincoln platforms.

2. Authority. With the exception of the Client Custom Portfolio, the Investor grants Lincoln the limited trading authorization to make decisions and invest on behalf of Investor in accordance with the terms of this Agreement. This authorization does not grant Lincoln the right to withdraw any funds or securities from the Account, except as specifically authorized in this Agreement for the deduction of the Advisory Fee.

Investor authorizes Lincoln to accept Investor's verbal instructions to change Asset Management Programs and/or portfolios. Investor understands he/she is responsible to ensure any change falls within Investor's overall risk tolerance and accepts new advisory fee schedule (if applicable) for the Asset Management Program chosen.

3. Custodian. UMB Bank, n.a., or any successors thereto, shall act as Custodian for Investor's account(s) in RS/RSP.

4. Fees. Lincoln is compensated for the Services offered by an asset based fee that depends on the platform and Services selected ("Advisory Fee"). Investor authorizes Lincoln to deduct the Advisory Fee(s) automatically from Investor's account(s).

PREMIER FEES

The Premier Fee is assessed only on investors who choose one of Lincoln's Premier platforms. This fee will be assessed on a quarterly basis in advance of the calendar quarter and will be based on the total account value on the last business day of the prior calendar quarter. The Premier Fee schedule is deducted directly from the investor's account by Lincoln within (30) days after the quarter end. The first billing period shall not occur until after the end of the first calendar quarter in which there are assets in RSP/ISP. Client agrees to the Standard Premier Fee schedule indicated below unless a Premier Fee Addendum is included with this Agreement.

STANDARD PREMIER FEE SCHEDULE

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

ASSET MANAGEMENT PROGRAM FEES

The Asset Management Program Fee is assessed on those assets that are managed in an Asset Management Program. This fee will be assessed on a quarterly basis in advance of the calendar quarter and will be based on the total account value on the last business day of prior calendar quarter. The Asset Management Program Fee is deducted directly from the investor's account by Lincoln within (30) days after the quarter end. If assets are received at a time other than the last day of the billing period, the Initial Asset Management Program Fee will be assessed on a daily pro rata basis covering the period from the deposit date, until the last day of the billing period. Investor understands that he/she may qualify for a reduced Asset Management Program Fee as described in the Disclosure Brochure.

ASSET MANAGEMENT PROGRAM FEES ON THE RSP / ISP PLATFORMS

Asset Management Program fees on the RSP/ISP platforms are charged in addition to the annual Premier Fee. The Asset Management Program Fee will depend on the Asset Management Program selected.

Asset Management Fee Schedule A ("Schedule A"): AAA-Master (Houston, TX office only); CLS Master; Progressive Asset Management; Lincoln Strategic with Ibbotson; Lincoln Strategic with Ibbotson-Vanguard; Lincoln Strategic with Ibbotson-Tax Managed (ISP only); Lincoln Strategic with Ibbotson Plus; Meeder-Master; Russell Strategic Allocation; Russell Tax Managed (ISP only)

Asset Management Fee Schedule B ("Schedule B"): AAMA-Master; CCMG-Master; ICON

Asset Management Fee Schedule C ("Schedule C"): Goldman Sachs Global Allocation

ANNUAL ASSET MANAGEMENT PROGRAM FEE

Plan Level Assets	Schedule A	Schedule B	Schedule C
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%



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Section 10: Investment Advisory Agreement (continued)

ASSET MANAGEMENT PROGRAM FEES ON THE RS / IS PLATFORMS

For investors who choose the RS or IS platforms, investors may pay a commission for any mutual fund investment(s) selected and an asset management fee for any Asset Management Program(s) selected. It is Lincoln's policy that if the investor has paid a commission for the investment, advisory services may not be added for a minimum of one year from the investment.

Asset Management Fee Schedule A ("Schedule A"): AAA-Master (Houston, TX office only); Lincoln Strategic with Ibbotson; Lincoln Strategic with Ibbotson Plus; Russell Strategic Allocation; Russell Tax Managed (IS Only)

Asset Management Fee Schedule B ("Schedule B"): ICON

Asset Management Fee Schedule C ("Schedule C"): Goldman Sachs Global Allocation

ANNUAL ASSET MANAGEMENT PROGRAM FEE

Plan Level Assets	Schedule A	Schedule B	Schedule C
First \$100,000	1.50%	2.00%	1.75%
Next \$400,000	1.25%	1.75%	1.50%
Next \$500,000	1.00%	1.00%	1.00%
Over \$1,000,000	0.80%	0.80%	0.80%

Lincoln will not be compensated based on the capital gains or appreciation of investments in Investor's account.

5. Valuation. All account assets shall be independently valued. Lincoln shall not be engaged in the valuation of any account assets.

6. Investor Responsibilities. Investor agrees to provide Lincoln all relevant personal and financial data to assist in the assessment of Investor's financial situation, risk tolerance and investment objective(s). Lincoln shall rely on the information provided by Investor in order to assess and provide the Services under this Agreement.

7. Risk Acknowledgement. Lincoln does not guarantee the future performance of any investment or strategy. Investments are subject to various markets, currency, economic, political and business risks and may lose money or decline in value. Past performance does not guarantee future performance.

8. Legal Actions. Lincoln will not advise Investor in any legal proceedings related to any investment, including bankruptcies or class actions.

9. Proxy Voting. Lincoln will not recommend how to vote nor will Lincoln vote any proxies for Investor account(s). All proxies shall be sent to Investor and the Investor retains all rights to vote proxies.

10. Assignment. No assignment of this Agreement shall be made by without the written consent of the Investor.

11. Other Investment Advice. Investor understands that Lincoln also serves as investment advisor for other investors. Investor understands that Lincoln, its Investment Advisor Representatives and related persons may give advice or take action in performing their duties for other investors, or for their own accounts that is similar or different from advice given to or action taken for Investor. Lincoln is not obligated to recommend to Investor any security or other investment that Lincoln, its Investment Advisor Representatives and related persons may recommend for any other investor or for their own accounts. This Agreement does not limit or restrict in any way Lincoln, its Investment Advisor Representatives and related persons from buying, selling or trading in any securities or other investments for their own accounts.

12. Amendment. Lincoln reserves the right to amend this Agreement at any time upon written notice to Investor. Investor shall be given at least thirty (30) days written notice of any amendment to this Agreement and will be deemed to accept the changes unless investor terminates the Agreement in accordance with the Termination section of this agreement.

13. Termination. This Agreement will continue in effect until written notice of cancellation of this Agreement is provided to the other party or 100% of assets are withdrawn or transferred out of account(s). Termination of this Agreement will not affect (i) the validity of any action previously taken by Lincoln under this Agreement or (ii) liabilities or obligations of the Investor for transactions initiated before termination of this Agreement.

CCP: No pro rata refunds will be issued for any current quarter Premier Fees in the event an Investor withdraws assets or elects to terminate their Agreement. Asset Management Programs: In the event a investor terminates their Agreement following payment of Asset Management Program Fee(s), the Asset Management Program Fee(s) shall be refunded on a daily pro-rata basis within (60) days of cancellation. In the event that an investor cancels any Program, Lincoln retains the right to retain refund amounts of less than \$25.

Upon the termination of this Agreement, Lincoln will have no obligation to recommend taking any action with regard to the investments in the account that may remain at market risk. Investor has the right to cancel this agreement within five (5) business days of execution of this agreement and receipt of Disclosure Brochure without incurring any fees.

14. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. Nothing in this Agreement will be construed in any manner inconsistent with federal securities law, Internal Revenue Code, ERISA or the Investment Advisor's Act or any rule or order under these rules.

Reduced Asset Management Fees Request

I and certain related parties indicated below 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.

Name	SSN/TIN/Entity ID	Discount Code (ARG#) if already assigned



Social Security #

OR

Entity ID

Section 11: Investor Acknowledgement, Participant Certification and Signature

Participant Certification:

I hereby certify that:

- (1) My Financial Representative has provided me with a copy of the Custodial Account Agreement which includes all rules applicable to the plan;
- (2) I consent to the Custodian's fee;
- (3) I appoint UMB Bank, n.a. or its successors as Custodian of the account(s);
- (4) If I am a 403(b), 457 Plan or Simple IRA account participant I further certify that:
 - a. I am eligible and that my employer has authorized the establishment of this Custodial Account;
 - b. The employer and I have entered into a salary deferral agreement (if applicable) to process contributions to this account;
 - c. I am responsible for ensuring that annual contributions to this account do not exceed the limitations as outlined under the Internal Revenue Code; and
 - d. I appoint UMB Bank, n.a. or its successors as Custodian of the account(s).

Taxpayer Certification:

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.

Financial Institution Disclosure:

If your investment is being purchased in a financial institution (bank or credit union), note that investment products are:

- not insured by the FDIC, the National Credit Union Share Insurance Fund (NCUSIF) or any other government agency;
- not deposits or other obligations of the financial institution and are not guaranteed by the financial institution or any affiliated entity; and
- subject to investment risks, including possible loss of principal investment.

Anti-Money Laundering (AML) Verification:

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.

Decline Electronic Delivery:

If you have provided an email address, please read the Decline Electronic Delivery below: *Note this is only applicable to the Primary Investor.*

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 (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 in the space provided in Section A2.**

Receipt of Disclosure Handbook:

I acknowledge that I have received, read and understand the full disclosures provided in the Handbook.

Acknowledgements:

I acknowledge the following: (i) the information provided herein will be used to help determine a suitable investment strategy. (ii) I have received the prospectuses and fee schedules for the anticipated investments. (iii) I agree to be bound by the current TERMS AND CONDITIONS of the Handbook as well as those amended from time to time in the future; (iv) I understand the Handbook contains pertinent disclosures and agreements between Lincoln and me, **including Lincoln's Pre-dispute Arbitration Clause beginning in section I, on page 1, of the Handbook.**

Signature Required	Participant Signature	Date
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Acceptance

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

For Lincoln Investment Representative Use Only

I verify that I have reviewed with my investor all the information on this document and the Lincoln Handbook.

Signature Required	Representative's Signature	Date
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