



## ***Memo***

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To: Board of Directors  
From: Jeanene Weiss  
Date: March 10, 2022  
Subject: Lincoln Financial Group 457 (b) Plan Document

Lincoln Financial Group Representative, Wilson Lea will be joining the Board Meeting via Zoom to answer any questions the Board may have regarding the proposed 457 (b) Plan Document provided for Board review.

The District has offered employees the option of participating in a 457 (b) Deferred Compensation plan with Lincoln since 2000. This is completely voluntary and the District does not contribute or match employee contributions. The current policy with Lincoln includes funds from current and previous employees and hit a milestone in 2021 when contributions totaled over one million dollars.



You're In Charge®

RETIREMENT PLAN SERVICES

# 457(b) Plan Document Profile

General plan and employer information

Plan provisions

Restatement information

457(b) plan document services agreement

*Multi-Fund®* Group variable annuity  
*Multi-Fund®* Select variable annuity

**Send this completed profile to:**

*Multi-Fund*<sup>®</sup> Select variable annuity  
Lincoln Financial Group  
New Business MF  
1301 South Harrison Street  
P.O. Box 2340  
Fort Wayne, Indiana 46801-2340  
Fax: 260-455-1874  
Email: PlanCoordinator@lfg.com

*Multi-Fund*<sup>®</sup> Group variable annuity  
Lincoln Financial Group  
New Business  
1301 South Harrison Street  
Servicing Office - P.O. Box 2340  
Fort Wayne, Indiana 46801-2340  
Fax: 260-455-9411  
Email: PlanCoordinator@lfg.com

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Affiliates of Lincoln Financial Corporation include, but are not limited to, The Lincoln National Life Insurance Company, referred to as "Lincoln".

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## Special instructions

This profile is to be completed if The Lincoln National Life Insurance Company (Lincoln) is to provide plan document services.

You will receive a confirmation letter from Lincoln with plan information once all documents have been received in good order.

By completing and submitting the 457(b) Plan Document Profile, along with the service agreement, you are requesting Lincoln to provide plan document services. You will receive a confirmation e-mail from the plan document team with important information regarding the preparation of the plan document. Once the profile is reviewed, you may receive a follow-up e-mail from the plan document team requesting additional information or clarification to accurately prepare the plan document:

- New Plan - Lincoln requires 30 days for document preparation
- Takeover Plan - Lincoln requires 60 days for document review and preparation
- Contributions may not be made until Lincoln has received a signed copy of the plan document

# Section A - General plan and employer information

## 1. General selection

- This Plan is:
  - A new Plan (complete Sections A, B, D and E)
  - An amendment/restatement of an existing Plan/arrangement  
Plan/remitter number \_\_\_\_\_
  - A takeover Plan (complete Sections A, C, D and E)
- Are there other carriers/vendors associated with this Plan?  Yes  No

If "Yes," list the carriers:

## 2. Sponsor information

Legal employer name \_\_\_\_\_  
(As reported on your tax return, include d/b/a, if applicable)

Primary contact name \_\_\_\_\_

Street address of sponsor business office \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Business phone \_\_\_\_\_

Primary contact phone \_\_\_\_\_ Ext. \_\_\_\_\_

Primary contact fax \_\_\_\_\_

Primary contact email \_\_\_\_\_

Employer identification number (EIN) \_\_\_\_\_ (As shown on federal tax return)

Employer tax year end \_\_\_\_\_ (mm/yyyy)

Date business began \_\_\_\_\_ (mm/dd/yyyy)

- Sponsor organization information (select one)
  - Non-Governmental
  - Governmental

## 3. Plan information

• Plan name \_\_\_\_\_

Is adoption by other employers permitted?  Yes  No  
If "Yes," provide employer information for each employer on separate sheet.

Original effective date \_\_\_\_\_ (mm/dd/yyyy)

Restatement effective date \_\_\_\_\_ (mm/dd/yyyy)

Plan year:  Calendar year

Other: Definition of plan year \_\_\_\_\_ (mm/dd/yyyy)

## Section B - Plan provisions (new plans only)

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### 1. Eligibility

- For non-Governmental Plans, are there specific job classes that are eligible for the Plan, other than the select group of highly compensated or management employees?

Yes  No

If "Yes," list the specific employee title/description of these employees:

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- For Governmental Plans, are any employees of the employer excluded?

Yes  No

If "Yes," list any excluded classes:

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### 2. Retirement age

- What is the retirement age?

Age 65

Participant specifies (if selected, no other elections are needed)

Other specified age \_\_\_\_\_ plus number of years of service \_\_\_\_\_

- Does the Plan include policemen and firefighters?  Yes  No

Retirement age \_\_\_\_\_ (not less than 40) plus number of years of service \_\_\_\_\_

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### 3. Deferrals

- May a participant make a special election from accumulated sick pay, vacation pay, or back pay?

Yes  No

- May a participant authorize a special deferral election of bonuses?

Yes  No

(Participants may defer up to specified percentage of designated bonuses - Compensation used to determine deferrals must include bonuses)

Percentage of bonus that may be deferred \_\_\_\_\_ %

- Are age 50 catch-up contributions allowed (Governmental Plan only)?

Yes  No

- Are special 457 catch-up contributions allowed?

Yes  No

- Are Plan-to-Plan transfers allowed?

Yes  No

Roth contributions (Governmental Plan only)

- Does the Plan allow Roth contributions and rollover contributions of Roth contributions?

Yes  No

- Are Roth contributions eligible for in-service distributions?

Yes  No

## 4. Employer contributions

- Will the employer make a discretionary contribution to the Plan?  
 Yes  No
- The employer contribution will be made to the account of a participant performing qualified military service who:  
 Dies while performing such service  
 Becomes disabled while performing such service and cannot return to work

## 5. Compensation

- Does the Plan specify certain exclusions from the definition of compensation?  
 Yes  No

If "Yes," list the exclusions:

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- How will the following post-severance compensation be handled in the definition of compensation?

Accrued sick, vacation, or other leave payments	<input type="checkbox"/> Included	<input type="checkbox"/> Excluded
Non-qualified, unfunded deferred compensation plan payments included in income	<input type="checkbox"/> Included	<input type="checkbox"/> Excluded

## 6. Distributions (lump sum and installment forms of distributions are always allowed)

- Does the Plan allow partial lump sum distributions?  
 Yes  No

If "Yes," is there a minimum amount?

Yes  No

Minimum amount \_\_\_\_\_

- Does the Plan allow annuity forms of distribution? (Governmental Plans only)  
 Yes  No

- **In-service distributions:**

Are distributions for unforeseeable emergency allowed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are voluntary de-minimis account balance distributions allowed if the requirements are met?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are in-service age 59½ distributions allowed? (Governmental Plans only)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are in-service age 70½ distributions allowed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are retired public safety officers allowed to have qualified health insurance premiums deducted from distributions?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are qualified military service deemed severance employment distributions (for employees in qualified military service absent more than 30 days) allowed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Are distributions in connection with the qualified birth or adoption of a child allowed? (Governmental Plans only)	<input type="checkbox"/> Yes	<input type="checkbox"/> No

- **Involuntary cash-out distributions (Governmental Plan only)**

Should terminated participants with small account balances who have not made an affirmative election be cashed out of the Plan?

Yes  No

If "Yes," participants will be cashed-out if their account balances are:

\$1,000 or less

\$5,000 or less

If a participant's account balance is \$1,000 or less, should that amount be:

Paid in a lump sum

Rolled over to an IRA

In determining a terminated participant's account balance, rollover contributions are:

Included

Excluded



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## 7. Loans (Governmental Plan only)

- Are loans permitted under the Plan?  
 Yes    No
- How many loans may a participant have outstanding at one time?  
 One    Two
- May loans be taken from all sources?  
 Yes    No

If "No," please list the sources allowed.

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## 8. Rollover contributions (Governmental Plans only)

- Are rollover contributions permitted?  
 Yes    No
- Are distributions from rollovers allowed at any time?  
 Yes    No
- Who may make rollover contributions? (select one)  
 Employees only  
 Active employees and terminated employee with an account balance
- Rollover contributions are permitted from what kind of Plans? (select one)  
 From another 457(b) Governmental Plan only  
 All eligible retirement Plans and IRAs

## Section C - Restatement of an existing plan to a Lincoln specimen plan document (takeover plans only)

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### Important information

- Existing plans will be restated using the prior plan provisions unless you request otherwise.
- We must receive the following documents prior to restating your plan.
  - Executed copy of the current plan document (including the adoption agreement, when applicable) and all amendments.
  - Current Automatic Enrollment Notice (if applicable)

Lincoln will review the current plan document and amendments. You will then receive a list of questions and/or possible changes to be made when the plan document is restated. If there are any provisions of the plan you wish to change, please discuss with your plan document consultant.

## Section D - 457(b) Plan document services agreement



For use with:  
**Multi-Fund® Suite**

### 457(b) Plan document services agreement

This **457(b) plan document services agreement** (Agreement) is entered into by and between The Lincoln National Life Insurance Company and/or Lincoln Life & Annuity Company of New York, (Lincoln) and the Employer identified below (each a "Party"), effective as stated below.

Employer \_\_\_\_\_ ("Employer")

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

EIN \_\_\_\_\_

Email address \_\_\_\_\_

Plan name \_\_\_\_\_ ("Plan")

Contract number (to be completed by Lincoln) \_\_\_\_\_

**Whereas**, the Employer, as sponsor of the Plan, utilizes the Lincoln *Multi-Fund* group variable annuity contract, Lincoln *Multi-Fund* Select annuity contract, Lincoln Multi-Fund Individual annuity contract, and/or Lincoln Group Variable Annuity contract to fund its Plan;

**Whereas**, Lincoln wishes to provide certain plan document drafting services on a non-fiduciary basis to the Plan as more fully described below; and

**Whereas**, the Employer desires to receive certain plan document drafting services for the Plan;

**Now, therefore, be it resolved**, in consideration of the above recitation which is reincorporated as part of the Agreement, and mutual promises contained herein, the value of which is hereby affirmed, the Employer and Lincoln agree as follows, effective as stated below.

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## Article 1: General terms and conditions

### 1.01 Plan Document Drafting Services

Lincoln, through its affiliates and agents, (hereinafter referred to collectively as "Lincoln" where the context permits), will provide certain plan document drafting services ("Plan Document Drafting Services") to the Plan on a non-fiduciary basis, if elected by the Employer, as more fully described below in this Agreement.

### 1.02 Employer Selection of Plan Document Drafting Services

The Employer has determined to select Plan Document Drafting Services for the Plan, as elected below. In selecting Plan Document Drafting Services, the Employer acknowledges that it is acting as the "Plan Sponsor" and as a "fiduciary" with respect to the Plan pursuant to applicable law.

### 1.03 Lincoln's Duties

In providing Plan Document Drafting Services, Lincoln is acting as an independent contractor engaged by the Employer. In performing Plan Document Drafting Services, Lincoln does not act, and the Employer acknowledges that Lincoln does not act, as the "administrator" or a "fiduciary" to the Plan within the meaning of applicable law. Lincoln may reasonably rely, without making its own investigation, on any information received from the Employer, the Plan or any authorized official, employee or agent of the Employer or Plan.

### 1.04 Employer Representations and Warranties

The Employer represents and warrants to Lincoln, upon execution and while this Agreement is in effect that the Employer is not bound by any agreement or arrangement, including, but not limited to, any agreement or arrangement with a third party administrator (TPA), or law or regulation which would preclude it from entering into, or from fully performing the services or obligations required under the Agreement.

### 1.05 Record Retention

Lincoln will maintain documents on matters for which disclosure is required by law for not less than six years after the date such documents should have been filed.

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## Article 2: Plan document drafting services

### 2.01 Lincoln Responsibilities

If this Agreement is executed by both Parties, Lincoln will provide the following plan document drafting services for the Plan:

#### a) Lincoln Plan Document

Lincoln will prepare a plan document for the Employer that is intended to comply in form with section 457(b) of the Internal Revenue Code (Code).

#### b) Plan Amendments and Restatements for Required Changes in the Law

Lincoln will prepare plan amendments or restatements, as appropriate, to update the Plan document for required changes in applicable law.

#### c) Plan Amendments for Discretionary Changes Requested by the Employer

Lincoln will prepare certain discretionary amendments to the Plan document requested by the Employer. If a discretionary amendment request is deemed too complex by Lincoln, Lincoln reserves the right to refuse to prepare such amendment.

#### d) Loan Documentation for 457(b) governmental plans only

Lincoln will prepare a loan policy statement and loan documents, if applicable, for Lincoln investment vehicles only.

### 2.02 Employer Responsibilities

#### a) Plan Information

The Employer will provide Lincoln with data, information, Plan documents and other information and assistance reasonably needed by Lincoln to perform Plan Document Drafting Services in a timely manner.

#### b) Review and Approval of Final Documentation

The Employer will review and approve all plan documents and amendments, prior to executing and/or distributing such documentation. For this purpose, the Employer acknowledges that Lincoln recommends the Employer provide such documentation to its legal counsel for review prior to executing and/or distributing such documentation.

#### c) Employer Acknowledgment

The Employer acknowledges Lincoln may rely, without making its own investigation, on the information provided by the Employer or its representatives, including but not limited to: accountants, business managers, and current and/or former investment or service providers.

#### d) Fees

The Employer agrees to pay all fees applicable to services under this Agreement as set forth in the 457(b) Fee schedule. If a fee billed to the Employer remains unpaid after 90 days, Lincoln reserves the right to discontinue services until payment is received.

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## 457(b) Fee schedule

### Service description

### Fee

	Service description	Fee
Plan document services	<b>Initial plan document set-up</b> This fee includes plan document design assistance and preparation of the adoption agreement and loan policy.	\$300.00
	<b>Maintenance: Amendment</b> Plan Sponsor requested changes or non-regulatory required restatement to the existing Lincoln document <ul style="list-style-type: none"><li>Amendment/restatement requests must be received 30 days prior to the proposed effective date of such amendment/restatement. Amendment/restatement requests received with a proposed effective date less than 30 days from the date of receipt will be processed subject to Lincoln's work schedule and will be billed an additional fee of \$100. The Plan Sponsor will be notified in advance of this additional fee and may choose not to incur it, in which case Lincoln will not prepare such amendment/restatement</li></ul>	\$100.00

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## Miscellaneous

- Other requested 457(b) plan document services will be considered on a case-by-case basis. Fees for such agreed-upon services will be negotiated in advance of rendering the service.
- The above-described fees are subject to change by Lincoln with 60 days, advance notice to the Plan Sponsor.
- Payment for the above plan service fees shall be billed to the Plan Sponsor.
- This Agreement, including the 457(b) Fee schedule, assumes that all information provided will be complete and accurate and that such information will be provided in a manner and/or format that Lincoln, in its sole and exclusive discretion, deems acceptable.
- Additional work required due to incomplete data or inaccurate data, and requests that exceed usual and customary support, as determined by Lincoln in its sole and exclusive discretion, will be billed at an hourly rate of \$150 per hour. The Plan Sponsor will be notified in advance of any such additional charges and may refuse to incur such charge, thereby releasing Lincoln from the obligation to fulfill such requests or complete such additional work.

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## Article 3: Limitation of liability

### 3.01 Employer Indemnification of Lincoln

Subject to applicable law and in addition to any other remedies at law or in equity available to Lincoln for breach of this Agreement by the Employer, the Employer will indemnify Lincoln, its officers, employees and agents from and against any and all damages, losses, costs, judgments, fines and expenses (including attorneys' fees and disbursements) of any kind or nature (hereinafter in the aggregate the "Losses") imposed on or incurred by Lincoln, its officers, employees and agents by reason of its or their participation in this Agreement, including any Losses arising out of any threatened, pending, or completed claim, action, suit, or proceeding, whether civil, criminal, administrative, or investigative, to the extent such Losses are the result of the Employer or Plan's intentional wrongdoing or its negligent actions or omissions.

As a condition of indemnification, (i) Lincoln will give the Employer timely notice in writing of any potential Losses promptly after Lincoln becomes aware of them; (ii) the Employer will at its option have sole control of the defense of such Losses; and (iii) Lincoln will cooperate with the Employer in the defense of such Losses. The Employer will not be responsible for the settlement of any claim, demand or lawsuit related to the Losses without the Employer's written consent.

### 3.02 Lincoln Indemnification of the Employer

In addition to any other remedies at law or in equity available to the Employer for breach of this Agreement by Lincoln, Lincoln will indemnify the Employer, its officers, employees and agents from and against any Losses imposed on or incurred by the Employer, its officers, employees and agents by reason of its or their participation in this Agreement, including any Losses arising out of any threatened, pending, or completed claim, action, suit, or proceeding, whether civil, criminal, administrative, or investigative, to the extent such Losses are the result of Lincoln's intentional wrongdoing or its negligent actions or omissions. Lincoln will have no liability with respect to claims of breach of fiduciary duty for (i) the inclusion, exclusion, or deletion of investments in the Lincoln *Multi-Fund* group variable annuity contract, Lincoln *Multi-Fund* Select annuity contract, Lincoln Multi-Fund Individual annuity contract, and/or Lincoln Group Variable Annuity contract, (ii) monitoring of such Investments after the Employer's selection of them as an investment option for the Plan, or (iii) providing Plan Document Drafting Services.

As a condition of indemnification, (i) the Employer will give Lincoln timely notice in writing of any potential Losses promptly after the Employer becomes aware of them; (ii) Lincoln will at its option have sole control of the defense of such Losses; and (iii) the Employer will cooperate with Lincoln in the defense of such Losses. Lincoln will not be responsible for the settlement of any claim, demand or lawsuit related to the Losses without Lincoln's written consent.

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## Article 4: Miscellaneous

### 4.01 Governing Law

This Agreement, including any attachments hereto, will be governed by and interpreted under the laws of the State of Indiana without regard to its conflicts of law.

### 4.02 Entire Agreement

This Agreement, including any attachments hereto, represent the entire agreement between Lincoln and the Employer and is not intended as an agreement between, or to reflect the rights and responsibilities of, any other parties, other than the Parties as defined herein.

### 4.03 Amendment

Except as otherwise provided in this Agreement, the terms of this Agreement or any exhibit hereto will not be amended, modified, changed or assigned except by an agreement in writing, signed by an officer of each Party.

### 4.04 Termination

This Agreement will remain in effect until terminated by either Lincoln or the Employer upon at least 60 days' written notice to the other; provided, however, that the Party being provided with notice of termination may waive the 60-day time period and agree to an earlier termination effective date.

### 4.05 Severability

Should any one or more of the provisions of this Agreement or of any agreement entered into pursuant to this Agreement be determined to be invalid or unenforceable, a court will have the power to amend such provision to the extent necessary to make such provision valid and enforceable, and in any event all other provisions of this Agreement and of each other agreement entered into pursuant to this Agreement will be given effect separately from the provision or provisions determined to be invalid or unenforceable and will not be affected thereby.

### 4.06 Headings

The heading of articles, sections, subsections and paragraphs of this Agreement have been inserted for convenience of reference only and do not constitute a part of this Agreement.

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## Article 4: Miscellaneous (cont'd.)

### 4.07 Successors and Assigns

All the terms and provisions of this Agreement will be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the Parties hereto, whether so expressed or not. This Agreement will not be assignable by any Party hereto without the written consent of the other Party, provided that Lincoln may assign its obligations and rights to any of its affiliates without consent of Employer.

### 4.08 Counterparts

This Agreement may be executed in one or more counterparts, each of which when so executed will constitute an original and all of which together will constitute one and the same Agreement.

### 4.09 Force Majeure

Neither Party will be liable to the other for any delay or failure in performance caused by acts beyond the nonperforming Party's reasonable control, including, without limitation, acts of God or public enemy, act of any military, civil, or regulatory authority, change in any law or regulation, fire, flood, tornado, earthquake, or storm, or other like event, disruption or outage of communications, power or other utility, labor strikes, or any other cause, whether similar or dissimilar to any of the foregoing, which could have not been prevented by the nonperforming Party with reasonable care. Performance times will be considered extended for a period of time equivalent to the time lost because of such delay. The Party asserting a force majeure delay will have the obligation to notify the other Party promptly upon learning of the delay or the reasonable possibility of such delay and to use reasonable efforts to mitigate the effects of the delay.

### 4.10 Number and Gender

Whenever the singular number is used in this Agreement, the plural number will apply where required by the context. Whenever the plural number is used in this Agreement, the singular number will apply where required by the context. Whenever the male, female or neuter gender is used in this Agreement, the other genders will apply where required by the context.

### 4.11 Waiver

The failure of either Party at any time or times to require performance of any provisions hereof will in no manner affect its right at a later time to enforce such provision and will not act as a waiver thereof.

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## Article 5: Effective date (to be completed by Lincoln)

This Agreement is effective as of \_\_\_\_\_ (mm/dd/yyyy).

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## Execution of agreement

IN WITNESS WHEREOF, the duly authorized officers of Lincoln and the Employer have executed this Agreement as of the date(s) below, but effective as of the date stated in Article 5.

**Employer**

**The Lincoln National Life Insurance Company and/or  
Lincoln Life & Annuity Company of New York**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*Multi-Fund*<sup>®</sup> variable annuity is issued on contract form numbers 18829, 18831, 25982, 28645, 28883, 30070-B and state variations and Lincoln Group Fixed Annuity on contract form numbers 19346, 26378 and state variations by The Lincoln National Life Insurance Company, Fort Wayne, IN, and distributed by Lincoln Financial Distributors, Inc., Radnor, PA, a broker-dealer. **Contractual obligations are subject to the claims-paying ability of The Lincoln National Life Insurance Company.**

Lincoln Life Group Variable Annuity is issued on contract form# GAC96-101, GAC96-103, GAC96-103VAR, GAC96-113 and state variations by The Lincoln National Life Insurance Company, Fort Wayne, IN, and distributed by Lincoln Financial Distributors, Inc., Radnor, PA, a broker-dealer. The Lincoln National Life Insurance Company does not solicit business in the state of New York, nor is it authorized to do so. **Contractual obligations are subject to the claims-paying ability of The Lincoln National Life Insurance Company.**

Contracts sold in New York are issued on contract form# GAC91-101NY, GAC95-111NY, GAC96-101NY, and GAC96-103NY by Lincoln Life & Annuity Company of New York, Syracuse, NY. **Contractual obligations are subject to the claims-paying ability of Lincoln Life & Annuity Company of New York.**

Product and features subject to state availability. Limitations and exclusions may apply.

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates. Affiliates are separately responsible for their own financial and contractual obligations.  
PAD-3348969-113020  
RPS28463-MF

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## Section E - Authorizations and signatures

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### 1. Plan Sponsor

- By signing below, I certify to the accuracy of the information provided in this 457(b) Plan Document Profile.
- I agree to carefully review the plan document that will be prepared by Lincoln, to notify Lincoln of any changes within 30 days of receipt of such documents, and to certify by signature on such documents the correctness of the final draft of the plan document (including the Adoption Agreement, when applicable) or amendment.

Plan Sponsor name (please print) \_\_\_\_\_ Title \_\_\_\_\_

Plan Sponsor signature \_\_\_\_\_ Date \_\_\_\_\_

Officer name (please print) \_\_\_\_\_ Title \_\_\_\_\_

Officer signature \_\_\_\_\_ Date \_\_\_\_\_

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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

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Affiliates are separately responsible for their own financial and contractual obligations.

PAD-3346772-112520  
RPS28471 01/21



**Important disclosures. Please read.**

*Multi-Fund*® variable annuity is issued on contract form numbers 28883, 30070-B and state variations by The Lincoln National Life Insurance Company, Fort Wayne, IN, and distributed by Lincoln Financial Distributors, Inc., Radnor, PA, a broker-dealer. **Contractual obligations are subject to the claims-paying ability of The Lincoln National Life Insurance Company.**

Product and features subject to state availability. Limitations and exclusions may apply.