

**APPENDIX A**  
**RELEASE AND WAIVER**  
**THIS IS INTENDED TO BE A FULL AND COMPLETE RELEASE OF CLAIMS**

- A. DEFINITIONS.** For purposes of this release and waiver (the "Release"), the following terms shall have the meanings set forth below:
1. "Litigation" means this lawsuit captioned *Ned Bade and Walter Pugh, Jr. v. Lincoln National Corporation*, Allen County Superior Court, Fort Wayne, Indiana, Cause No. 02D01-0206-CT-258, and all claims that were brought or that could have been brought by Plaintiffs or any Settlement Class Member in this Court, in any other Indiana state or federal court, or in the Second Amended Complaint, or in or before any Indiana administrative agency, or in any other proceeding, whether brought in an individual or representative capacity regarding 2001 incentive compensation.
  2. "Settlement Agreement" means the proposed Settlement Agreement filed in the Litigation, including any subsequent amendments thereto and any exhibits to any such amendments.
  3. "Class" and "Class Members" mean all persons who worked for the reinsurance operations of LNC or its affiliates under the Lincoln Re name in 2001 and who were covered by certain 2001 incentive compensation plans (Specifically, the Value Incentive Plan or Individual Value Contributor Plan) and who would have been eligible to receive payment under a 2001 incentive compensation plan had it been determined that a 15% Return on Equity trigger had been met.
  4. "Final Order and Judgment" means the order finally certifying the Class for settlement purposes only and approving the settlement and the Settlement Agreement, and a final judgment is signed pursuant to that order.
  5. "LNC" means Lincoln National Corporation.
  6. "Swiss Re" means Swiss Re Life & Health America Inc.
  7. "Safeco" means Safeco Life Insurance Company.
  8. "Plaintiffs" means Ned Bade and Walter Pugh, Jr.
  9. "Class Counsel" means Henry J. Price of the law firm of Price Waicukauski & Mellowitz, P.C. and Daniel A. Roby of the Roby Hood & Manges Law Firm.
  10. "2001 Incentive Compensation" means compensation under certain incentive compensation plans (Value Incentive Plan or Individual Value Contributor Plan), for the period of January 1, 2001 to December 31, 2001, or any part thereof, for eligible employees who worked for the reinsurance operations of LNC or its affiliates under the Lincoln Re name in 2001.
  11. "Released Parties" means LNC, Swiss Re, and Safeco, each of their past, present and future parents, subsidiaries, affiliated companies, affiliates, predecessors, successors in interest and assigns, and each of their respective past, present and future officers, directors, employees, attorneys and representatives, or any of them, including any person or entity acting on behalf of or at the direction of any of them.

## **B. RELEASE AND WAIVER**

1. Plaintiffs and each Class Member hereby expressly agree to the following release and waiver, which shall take effect upon Final Order and Judgment.
2. Plaintiffs and each Class Member hereby expressly agree that they, and each of them, release and forever discharge the Released Parties from any and all claims or causes of action—known or unknown— that were or could have been asserted in the Litigation regarding 2001 Incentive Compensation. As part of this Release, Subclass A Class Representative Ned Bade and Subclass B Representative Walter Pugh, Jr., and each Class Member agree that they release, acquit and forever discharge Released Parties from, and shall not now or hereafter institute, maintain or assert against the Released Parties, either directly or indirectly, derivatively, on their own behalf, on behalf of the Class, or any other person or entity, any and all causes of action, claims, damages, award, equitable, legal and/or administrative relief, interest, demands or rights, whether based on federal, state, or local law, statute, contract, common law, or any other source, that have been, could have been, may be or could be alleged or asserted now or in the future by Plaintiffs Ned Bade and Walter Pugh, Jr., or any Class Member against the Released Parties or any of them in the Litigation or in any other court action or proceeding before any administrative body, tribunal, arbitration, panel, or other adjudicatory body on the basis of, connected with, arising out of, or related to, in whole or in part, 2001 Incentive Compensation.
3. Without in any way limiting the scope of the Release, this Release covers any and all claims for attorneys' fees, costs or disbursements incurred by Plaintiffs' Counsel or by Plaintiffs or the Class Members, or any of them, in connection with or related in any manner to the Action, the settlement of the Litigation and/or the administration of such settlement except to the extent otherwise specified in the Settlement Agreement.
4. In connection with this Release, Plaintiffs and the Class Members acknowledge that they are aware that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true with respect to the matters released herein. Nevertheless, it is the intention of Plaintiffs and the Class Members in executing this Release to fully, finally and forever settle and release all such matters, and all claims relating thereto, which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in the Litigation).
5. Plaintiffs and the Class Members expressly agree that this Release shall bind each of their respective heirs, executors, administrators, successors in interest and assigns. It shall, therefore, bind any other person or entity making any claim covered by this Release by, through or under Plaintiffs or any Class Member.
6. Plaintiffs and all Class Members expressly agree that this Release can and will be raised as a complete defense to, and will preclude, any action or proceedings encompassed by the release of the Releasees.
7. Nothing in this Release shall preclude any action to enforce the terms of the Settlement Agreement, including participation in any of the processes detailed therein.
8. Plaintiffs and the Class Members hereby agree and acknowledge that the provisions of this Release, individually and collectively, constitute an essential and material term of the Settlement Agreement.

9. This Release is the result of a compromise of a disputed claim and shall never at any time be used as evidence of any admission of liability by any Released Party.
10. This Release shall be interpreted under the laws of the State of Indiana.
11. The undersigned represents under penalties or perjury that he/she **DID** or **DID NOT** (circle one that is accurate) sign a release releasing LNC and Swiss Re as a part of being terminated by Swiss Re or otherwise.

---

Signature of Class Member

---

Printed Name of Class Member

---

Address of Class Member

---

Telephone Number of Class Member