LAFAYETTE LIFE INSURANCE COMPANY
400 Broadway • Cincinnati, OH 45202-3341

Partial 1035 Exchange Form

Annutant: ______________________ Owner: ______________________

The undersigned owner requests a partial exchange between another company and Lafayette Life in the amount of: ______________ to the following contracts:

Contract number	Contract type	Annuitant	Issuing company

The owner intends that this exchange will qualify as a non-taxable exchange under Section 1035 of the Internal Revenue Code. The owner and Lafayette Life agree, when this form is signed by the owner and accepted by Lafayette Life in writing, that:

1. **Transfer of values.** In the event of a full exchange, the owner will assign and transfer to Lafayette Life owner's entire interest in the contracts listed above, and Lafayette Life will record such assignments with the issuing companies and seek the cash surrender value of these contracts. In the event of a partial exchange, Lafayette Life will request the appropriate amount of cash value from the issuing company without necessity of assignment.
2. **Application of proceeds.** If Lafayette Life agrees to issue a contract in response to the owner's application, Lafayette Life will apply the proceeds which it receives from the issuing company to the new contract issued by Lafayette Life.
3. **Date of exchange.** The requested exchange shall occur on the date of issue or contract date (whichever is applicable) of the new contract. On that date the existing contract (or a portion of it, in the event of a partial exchange) shall terminate. Upon termination, all of the owner's rights, claims and demands in the old contract (or the portion thereof in the event of a partial exchange), shall be deemed satisfied, and the company shall be released from all liability in connection therewith and all (or a portion of) the contract shall terminate.
4. **Insufficient transferred funds.** If the transferred cash surrender values are insufficient to pay the full, initial premium on the contract, the exchange shall not occur and the new contract shall not be issued until sufficient funds to pay the full, initial premium have been received in the Home Office of the company.
5. **Transfer in event of nonissuance.** If Lafayette Life does not issue a contract to the owner, Lafayette Life will transfer the contract or cash value back to the owner and this transaction will be null and void.
6. **Validity of copies.** A photographic copy of this original form shall be as valid as the original.
7. **Company participation.** Lafayette Life participates in this transaction and furnishes this agreement at the request of the owner. Neither the company nor any of its agents has made any representations concerning, or has any responsibility or liability for, any legal effect or tax consequences of this transaction under IRC Section 1035.
8. **Owner's certification.** In making this exchange request, I certify that the existing contract or policies are free from any pledge, court order, assignment or other transfer, and I have made no assignment for the benefit of creditors, and that no proceedings in bankruptcy have been instituted by or against me.

Dated: ______________________

Agent ______________________ Owner ______________________

Accepted by Lafayette Life Insurance Company By ______________________

Lafayette Life Number: ______________ Title ______________________

Date ______________________