

Next of Kin/Personal Representative
RELEASE, SUBROGATION AND ASSIGNMENT FORM
LIFE POLICIES (CALIFORNIA)

Funeral Home Responsible for Ensuring All Blanks are Filled In
(Must be signed by Next of Kin/Personal Representative when funeral arrangements are made)

Name of Decedent (Insured): _____

Name of Next of Kin or Personal Representative: _____ ("Releasor" in this Release, Subrogation and Assignment)

Address: _____

Phone numbers:

Cell: _____

Home: _____

Work: _____

Email addresses (if known): _____

Name of Funeral Home: _____

Death Benefit Amount: If the Guaranty Association ("Association") determines the Funeral Home has a valid claim in accordance with the Liquidation Plan, the amount of the claim paid to the Funeral Home is the Death Benefit Amount.

Releasor understands that Funeral Home will submit a claim pursuant to the Liquidation Plan for Lincoln Memorial Life Insurance Company ("Insurer") which is insolvent. The Liquidation Plan was approved by the 250th District Court of Travis County, Texas on September 22, 2008. The Funeral Home will submit a claim to the Association for payment of the Death Benefit Amount related to the life insurance policy or policies allegedly issued by Insurer insuring the life of Decedent ("Policies"). The claim is payable only if certain conditions set forth in the Liquidation Plan are satisfied. If and only if Funeral Home's claim for benefits is approved in whole or in part and any Death Benefit Amount is paid by the Association to the Funeral Home, the Release, Subrogation, Transfer, and Assignment provisions of this document shall become effective. If the Funeral Home's claim is denied, then the Association will not pay a Death Benefit Amount to the Funeral Home. Releasor is being requested to sign this document in advance of the Association's determination on Funeral Home's claims in order to avoid the necessity of Releasor executing additional documents at a later date.

The following provisions become effective if and only if the Association pays a Death Benefit Amount to the Funeral Home.

Release. In consideration of the provision of coverage and payment of the Death Benefit Amount by the Association and other good and valuable consideration, Releasor and Releasor's heirs (if any), personal representatives, guardians, assigns, successors, agents, and all other persons claiming by or through Releasor do hereby release and discharge the Association, its members, affiliates, agents, attorneys, employees, successors and assigns (collectively the "Association and Related Parties") of and from any and all actions, causes of action, claims, demands, costs, expenses, compensation and any and all consequential or special damage or other damage, past, present or future, whether known or unknown, on account of or in any way arising out of any life insurance policies issued by Lincoln Memorial Life Insurance Company or Memorial Service Life Insurance Company ("Insurers") which covered the life of Decedent ("Policies"). This release is not intended in any way to release or discharge any person or entity other than the Association and Related Parties as set forth herein. This Release extends to and includes any and all claims, liabilities, injuries, damages, and causes of action that the Releasor does not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future. RELEASOR EXPRESSLY WAIVE ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Releasor represents and warrants that Releasor has considered the possibility that claims, liabilities, injuries, damages, and causes of action that Releasor does not presently know or suspect to exist in Releasor's favor may develop, accrue, or be discovered in the future, and that Releasor voluntarily assumes that risk as part of the consideration for this Release.

Subrogation, Transfer and Assignment. In further consideration of the provision of coverage set forth herein, up to the Death Benefit Amount, Releasor hereby sells, transfers and assigns any and all of Releasor's past, present and future claims, rights, demands, actions and causes of action against the insurers to the Association (and its successors and assigns) which shall be subrogated to all of Releasor's rights under the Policies and which may bring any action or suit for the recovery of any damages or losses sustained by Releasor as deemed best or appropriate by the Association in its sole and absolute discretion.

Further, up to the Death Benefit Amount, Releasor hereby sells, transfers and assigns to the Association, its successors and assigns, any and all past, present and future claims, demands, actions, rights and/or causes of action Releasor may have against the Insurers and any other persons or entities related in any way to the Policies and/or any losses arising under, resulting from, or otherwise relating to the Policies and the Association (and its successors and Assigns) shall have full power and authority for its own use and benefit, at no cost to Releasor, to ask, demand, collect, prosecute, dismiss or settle any suit or proceedings at law or in equity against the Insurers or any other persons or entities in Releasor's name. Releasor further agrees to cooperate with the Association (and its successors and Assigns) in its prosecution of any suits or proceedings against the Insurer and all other persons or entities, and will voluntarily testify on behalf of the Association (and its successors and Assigns), if asked.

Releasor has carefully read the foregoing Release, Subrogation and Assignment and knows the contents hereof and has signed this Release, Subrogation and Assignment voluntarily and with full knowledge of its contents.

The undersigned is legally authorized to sign this Release, Subrogation and Assignment and bind Releasor. Releasor represents and warrants that Releasor is the personal representative and/or next of kin and is authorized to bind the Decedent's estate and any other relatives, heirs, devisees, legatees or successors of the Decedent in connection with any interest any of them my claim in or arising out of the Policies.

Next of Kin or Personal Representative of Decedent/Insured:

Name: _____

Date: _____

Signature: _____

Relationship to Decedent/Insured: _____