

SERFF Tracking Number: LCNC-125937756 State: Arkansas
 Filing Company: The Lincoln National Life Insurance Company State Tracking Number: 41128
 Company Tracking Number: AR-512P(1-09)
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
 Variable and Variable
 Product Name: Variable Annuity Payment Option Rider
 Project Name/Number: AR-512P(1-09)/AR-512P(1-09)

Filing at a Glance

Company: The Lincoln National Life Insurance Company

Product Name: Variable Annuity Payment SERFF Tr Num: LCNC-125937756 State: ArkansasLH

Option Rider

TOI: A02.11 Individual Annuities- Deferred Non- SERFF Status: Closed State Tr Num: 41128

Variable and Variable

Sub-TOI: A02.11.002 Flexible Premium Co Tr Num: AR-512P(1-09) State Status: Approved-Closed

Filing Type: Form Co Status: Reviewer(s): Linda Bird

Authors: Robert Gorey, Anabela Disposition Date: 12/23/2008

Tavares, Renee Gardner

Date Submitted: 12/16/2008 Disposition Status: Approved

Implementation Date Requested: On Approval Implementation Date:

State Filing Description:

General Information

Project Name: AR-512P(1-09)

Status of Filing in Domicile: Pending

Project Number: AR-512P(1-09)

Date Approved in Domicile:

Requested Filing Mode:

Domicile Status Comments:

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 12/23/2008

State Status Changed: 12/23/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

RE: The Lincoln National Life Insurance Company

NAIC # 65676 FEIN # 35-0472300

Forms: AR-512(1-09) - Variable Annuity Living Benefits Rider

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AR-512P(1-09) - Variable Annuity Living Benefits Rider w/GMAB

Please find attached the referenced variable annuity living benefit riders. They are submitted for approval. These riders are similar to and modeled after form AR-512(2-08), previously approved on November 29, 2007. The form revisions are prompted by the need to make minor improvements and simplifications in rider language and to provide for company flexibility in benefit determination for new customers under current economic conditions.

The following are provided for your consideration:

- Above referenced rider forms
- Actuarial Memorandum
- Statements of Variability
- Certificate of Compliance

The riders provide for benefits in addition to the cash surrender value and death benefits otherwise provided by the contract to which it is attached. More specifically, the rider provides a guaranteed minimum lifetime income for the lifetime(s) of the measuring life(s) through either the Guaranteed Minimum Withdrawal Benefit provision or the Guaranteed Income Benefit provision. For an additional fee, the AR-512P(1-09) rider will also provide a guaranteed minimum accumulation benefit (GMAB) – a minimum value on a specified date to contract holders who have not taken withdrawals and whose account values have fallen and wish to surrender to get their investment back.

While the previously approved form provided for the GMAB as an option at rider election, the revised forms simplify by providing a less complex form without reference to the GMAB to those who do not elect it, and a separate form that incorporates the GMAB without qualification to those who do elect it.

The riders will be used with the company's existing individual deferred variable annuity contract portfolio. The forms are exempt from any Flesch readability requirements as they are securities subject to SEC regulation. This variable annuity product is actuarially sound, and the benefits are reasonable.

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

If you have any questions or need additional information, please do not hesitate to contact us for clarification. Thank

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you for your assistance.

Company and Contact

Filing Contact Information

Renee Gardner, Contract Analyst renee.gardner@lfg.com
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 hartford, CT 06103 (860) 466-1348[FAX]

Filing Company Information

The Lincoln National Life Insurance Company	CoCode: 65676	State of Domicile: Indiana
350 Church Street - MPM1	Group Code: 20	Company Type: Life
Hartford, CT 06103-1106	Group Name:	State ID Number:
(860) 466-2899 ext. [Phone]	FEIN Number: 35-0472300	

Filing Fees

Fee Required? Yes
 Fee Amount: \$70.00
 Retaliatory? Yes
 Fee Explanation: Retaliatory fee \$35.00 per form
 2 forms @ 35.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Lincoln National Life Insurance Company	\$70.00	12/16/2008	24561419

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	12/23/2008	12/23/2008

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Disposition

Disposition Date: 12/23/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Form	Variable Annuity Living Benefits Rider		Yes
Form	Variable Annuity Living Benefits Rider with GMAB		Yes

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Form Schedule

Lead Form Number: AR-512P(1-09)

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	AR-512(1-09)	Policy/Cont	Variable Annuity ract/Fratern Living Benefits Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	AR-512(1-09).pdf
	AR-512P(1-09)	Policy/Cont	Variable Annuity ract/Fratern Living Benefits Rider al with GMAB Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0	AR-512P(1-09).pdf

VARIABLE ANNUITY LIVING BENEFITS RIDER

Rider Date: [January 20, 2009]

Guaranteed Maximum Rider Charge: [1.50%]

Initial GMWB Charge: [0.85%]

This optional Rider is made a part of the entire Contract to which it is attached. Except as stated in this Rider, it is subject to all provisions contained in the Contract. Coverage under this Rider begins on the Rider Date shown above.

Summary of Rider Provisions

Guaranteed Minimum Withdrawal Benefit (GMWB): This Provision provides that the Owner may withdraw an amount up to the Maximum Annual Withdrawal Amount (MAW) for the lifetime(s) of the Measuring Life(s), if certain conditions are met as described.

Guaranteed Income Benefit (GIB): This Provision provides that if the Owner elects to discontinue the GMWB Provision and begin receiving variable Periodic Income Payments payable under the Variable Annuity Payment Option Rider attached to this Contract, such payments are guaranteed not to fall below the Guaranteed Income Benefit (GIB), if certain conditions are met as described.

Variable Annuity Payment Option Rider Availability Restriction

The Owner may not elect to begin receiving variable Periodic Income Payments payable under the Variable Annuity Payment Option Rider attached to this Contract unless (a) this Rider has terminated, or (b) the GIB Provision of this Rider is concurrently elected.

Allocation

While this Rider is in effect, the subaccounts available for allocation may be limited if the Allocation Amendment is attached to this Rider and the Contract.

Definitions

GOP Death Benefit is a Death Benefit provided by Contract, Endorsement, or Rider that is the greater of (a) the Contract Value and (b) the sum of all Purchase Payments minus Bonus Credits minus all Death Benefit Reductions.

Guaranteed Amount (GA) is the value used to calculate the MAW, the GMWB Charge, and the initial GIB.

Measuring Life is a natural person used to determine the benefits under this Rider.

Purchase Payments, for the purpose of this Rider, mean the amounts paid into the Contract by the Owner including Bonus Credits, if any, before deduction of any Sales Charges.

Spouse means an individual who would be recognized as a Spouse under federal law.

Conforming Withdrawals are (i) all MAW-Eligible Withdrawals to the extent that the cumulative dollar amount withdrawn (including the current Withdrawal) from the Contract in that Benefit Year is equal to or less than the MAW (including any Nursing Home MAW Enhancement), (ii) Systematic RMD, except after an additional Withdrawal is made during that Benefit Year, to the extent that the cumulative dollar amount withdrawn (including all Systematic RMD) from the Contract in that Benefit Year is greater than the MAW, and (iii) Periodic Income Payments.

Excess Withdrawals are all (i) pre-MAW Eligible Withdrawals, (ii) MAW-Eligible Withdrawals to the extent that the cumulative dollar amount withdrawn (including the current Withdrawal) from the Contract in that Benefit Year is greater than the MAW, (iii) Systematic RMD after an additional Withdrawal is made during that Benefit Year, to the extent that the cumulative dollar amount withdrawn (including all Systematic RMD) from the Contract in that Benefit Year is greater than the MAW, and (iv) Withdrawals under the GIB Provision of this Rider.

GUARANTEED MINIMUM WITHDRAWAL BENEFIT

GMWB Provision Data

Enhancement Rate: [5]%

Enhancement Period: [10] Years

MAW Rate: [5]%

One Time Step-Up Percentage: [200]%

GMWB Measuring Life Option: [Single]

Definitions

Annuitant is the natural person used to determine the benefits under this Provision if the Single Measuring Life Option of this Provision is in effect. The Annuitant is one of two natural persons used to determine the benefits under this Provision if the Joint Measuring Life Option of this Provision is in effect. The Annuitant may not be changed.

Secondary Life is the second natural person used to determine the benefits under this Provision if the Joint Measuring Life Option of this Provision is in effect. On the Rider Date any Secondary Life must be the Annuitant's Spouse. The Secondary Life may not be changed except due to death or divorce in accordance with requirements as described herein.

Benefit Year means each 12 month period starting with the Rider Date and each Rider Date anniversary thereafter.

Withdrawal means the gross amount of the Withdrawal before any applicable charges and/or Interest Adjustment/Market Value Adjustment.

MAW-Eligible means the Annuitant is at least age [59½] when the Single Measuring Life Option is in effect or both Measuring Lives are at least age [65] when the Joint Measuring Life Option is in effect.

Pre-MAW-Eligible means the Annuitant is not at least age [59½] when the Single Measuring Life Option is in effect or any Measuring Life is not at least age [65] when the Joint Measuring Life Option is in effect.

Systematic RMD means systematic monthly or quarterly installments withdrawn via LNL's automatic withdrawal service of the amount needed to satisfy the required minimum distribution as determined by LNL in accordance with the IRC Section 401(a)(9), as amended from time to time, for the Contract to which this Rider is attached.

Guaranteed Amount (GA)

Initial GA

If the Rider Date is the Contract Date, then the Initial GA will be equal to the initial Purchase Payment. If the Rider Date is not the Contract Date, then the Initial GA will be equal to the Contract Value on the Rider Date.

Maximum GA

The GA is subject to a \$[10,000,000] maximum of the combined GA values for all LNL annuity contracts, including annuity contracts with an affiliated company, for which the Annuitant and Secondary Life, if applicable, is a Measuring Life.

Adjustment for Additional Purchase Payments

Upon our acceptance of a Purchase Payment after the Rider Date, the GA will be recalculated on the Valuation Date following receipt of the Purchase Payment to equal the GA immediately prior to receipt of the additional Purchase Payment, plus the additional Purchase Payment. If the Contract Value reduces to \$0, then no additional Purchase Payments will be accepted. Additional Purchase Payments may affect the GMWB Charge pursuant to the GMWB Charge section below.

Adjustment for Withdrawals

Upon each Excess Withdrawal, the GA will be reduced in the same proportion that the Withdrawal reduced the Contract Value (pro rata). Upon each Conforming Withdrawal, the GA will be reduced dollar-for-dollar.

Enhancement (to the GA)

On the first Valuation Date of each Benefit Year after the first Benefit Year, the GA will automatically be increased by the GA times the Enhancement Rate if each of the following conditions is satisfied:

- a) The preceding Benefit Year is during the Enhancement Period, which begins on the Rider Date and restarts upon an Automatic Annual Step-Up of the GA.
- b) No Withdrawal occurred in the preceding Benefit Year.
- c) All Measuring Lives are under age [86].
- d) An Automatic Annual Step-Up (of the GA), as described below, has occurred since the most recent pre-MAW-Eligible Withdrawal, if any.

Any Purchase Payments received in the Benefit Year preceding the Enhancement are not eligible for the Enhancement for that Benefit Year except any Purchase Payments made within the first 90 days after the effective date of the Rider.

Automatic Annual Step-Up (of the GA)

Upon an Automatic Annual Step-Up, the GA is increased to equal the Contract Value.

Any Automatic Annual Step-Up will occur after determination of any Enhancement and One Time Step-Up, if any, that may occur on the first Valuation Date of each Benefit Year after the first Benefit Year. An Automatic Annual Step-Up will occur only if each the following conditions are satisfied:

- a) All Measuring Lives as of that Valuation Date are under age [86].
- b) The Contract Value as of that Valuation Date is greater than the GA after any Enhancement and any One Time Step-Up.

Upon an Automatic Annual Step-Up, the GMWB Charge rate will be adjusted to the current GMWB Charge rate. If this rate adjustment is an increase, the Owner may decline to accept the Automatic Annual Step-Up by notifying us, in writing, within 30 days of the effective date of the Step-Up. Future Automatic Annual Step-Ups are not voided or otherwise modified by the declination of an Automatic Annual Step-Up.

One Time Step-Up (of the GA)

Upon a One Time Step-Up, the GA is increased to the sum of (i) Initial GA, plus (ii) Purchase Payments received by us within 90 days after the Rider Date, less (iii) any Conforming Withdrawals after the Rider Date ((i)+(ii)-(iii)), times the One Time Step-Up Percentage shown in this Rider, if any.

The One Time Step-Up occurs after determination of any Enhancement on the later of (i) the [10th] Benefit Year anniversary, or (ii) the Benefit Year anniversary after the [65th] birthday of the younger Measuring Life.

The One Time Step-Up will not occur if any of the following conditions is satisfied:

- a) The One Time Step-Up would not be an increase of the GA.
- b) The total amount of Conforming Withdrawals between the Rider Date and the date of the One Time Step-Up is greater than [10]% of the initial GA plus Purchase Payments received by us within 90 days after the Rider Date.
- c) Any Excess Withdrawals have been taken.

Maximum Annual Withdrawal (MAW) Amount

The MAW is an amount that may be withdrawn from the Contract by the Owner each Benefit Year after the contract becomes MAW-Eligible. On the Rider Date, the MAW is equal to the GA times the MAW Rate. The MAW will be adjusted as described below. As long as the MAW is greater than \$0, then the MAW will continue during the lifetime(s) of all Measuring Lives.

Maximum MAW

The combined MAW for all LNL annuity contracts, including annuity contracts with an affiliated company, for which the Annuitant and Secondary Life, if applicable, is a Measuring Life, is subject to a maximum of the MAW Rate times the Maximum GA.

Adjustment for Additional Purchase Payments

If an additional Purchase Payment is accepted, the MAW will be reset to equal the additional Purchase Payment times the MAW Rate plus the MAW immediately prior to receipt of the additional Purchase Payment.

Adjustment for Withdrawals

Upon each Excess Withdrawal, the MAW will be reset to equal the GA after the Withdrawal times the MAW Rate. If the GA after the Withdrawal equals \$0, this Rider will terminate.

Upon each Conforming Withdrawal, the MAW will remain unchanged.

Adjustment for Increased GA

The MAW will reset on the Valuation Date of an increase of the GA to equal the greater of:

- a) the MAW immediately prior to the increase of the GA; or
- b) the increased GA times the MAW Rate.

Contract Value Reduces to \$0

Even if the Contract Value declines to \$0, as long as the MAW is not \$0 and this Contract is MAW-Eligible, an amount equal to the MAW will continue for the lifetime(s) of the Measuring Life(s). The Owner may elect to receive the MAW at any frequency LNL offers, subject to minimum payment amount rules then if effect, but no less frequently than annually. After the Contract Value declines to \$0, the MAW may change only as described in the Nursing Home MAW Enhancement section, below.

If the Contract Value is \$0 and the Contract terminates due to the death of all Measuring Lives, no Death Benefit will be paid. However, unless the currently effective death benefit option is the Account Value Death Benefit Option, [a final payment will be made under this Rider. Such payment] (not to be less than \$0) shall be equal to (A) minus (B) minus (C), where:

- (A) is equal to the sum of all Purchase Payments minus Bonus Credits, if the Rider Date is the Contract Date. If the Rider Date is after the Contract Date then (A) is equal to the GOP Death Benefit Amount on the Rider Date, plus subsequent Purchase Payments minus subsequent Bonus Credits.
- (B) is the sum of all Final Payment Reductions through the Valuation Date upon which the Contract Value reduces to \$0. Final Payment Reductions are made whenever a Withdrawal is taken. Upon Excess Withdrawals, Final Payment Reductions are calculated proportionately; the percentage reduction of the Contract Value due to the Withdrawal will be applied to the Purchase Payments minus Bonus Credits as the Final Payment Reduction. Upon Conforming Withdrawals, Final Payment Reductions will be calculated dollar-for-dollar; the dollar reduction of the Contract Value due to the Withdrawal will be applied to the Purchase Payments minus Bonus Credits as the Final Payment Reduction.
- (C) is the sum of all Conforming Withdrawals after the Valuation Date upon which the Contract Value reduces to \$0.

MAW Annuity Payment Option

This MAW Annuity Payment Option is effective only if MAW-Eligible Withdrawals are available.

The MAW Annuity Payment Option may be irrevocably elected by the Owner upon Written Notice to LNL. If elected, the Owner will receive payment equal to the MAW each Benefit Year for the lifetime(s) of all Measuring Lives. The Owner may elect to receive the MAW at any frequency LNL offers, subject to minimum payment amount rules then if effect, but no less frequently than annually. After election of this Annuity Payment Option, the MAW may change only as described in the Nursing Home MAW Enhancement section, below.

If this MAW Annuity Payment Option is in effect no Death Benefit will be paid. However, if the death benefit option prior to the Annuity Commencement Date was not the Account Value Death Benefit Option, [a final payment will be made under this Rider. Such payment] (not to be less than \$0) shall be equal to (A) minus (B) minus (C), where:

- (A) is equal to the sum of all Purchase Payments minus Bonus Credits, if the Rider Date is the Contract Date. If the Rider Date is after the Contract Date then (A) is equal to the GOP Death Benefit Amount on the Rider Date, plus subsequent Purchase Payments minus subsequent Bonus Credits.
- (B) is the sum of all Final Payment Reductions prior to the MAW Annuity Payment Option Effective Date. Final Payment Reductions are made whenever a Withdrawal is taken. Upon Excess Withdrawals, Final Payment Reductions are calculated proportionately; the percentage reduction of the Contract Value due to the Withdrawal will be applied to the Purchase Payments minus Bonus Credits as the Final Payment Reduction. Upon Conforming Withdrawals, Final Payment Reductions will be calculated dollar-for-dollar; the dollar reduction of the Contract Value due to the Withdrawal will be applied to the Purchase Payments minus Bonus Credits as the Final Payment Reduction.
- (C) is the sum of all Conforming Withdrawals on and after the MAW Annuity Payment Option Effective Date.

Nursing Home MAW Enhancement

The benefit described in this section is not available until this Contract is MAW-Eligible.

The MAW will be doubled each Benefit Year that each of the following conditions is satisfied:

- a) The applicable Measuring Life has been confined to a Nursing Home, as defined, for at least one day of the applicable Benefit Year, pursuant to a plan of care provided by a licensed health care practitioner. LNL reserves the right to require proof of the continuation of confinement under a current plan of care each Benefit Year.
- b) The applicable Measuring Life has never been confined to any Nursing Home within 12 months before or [60] months after the Rider Date.
- c) Confinement of the Measuring Life has continued for at least [90] consecutive days.

A Nursing Home does not mean or include an assisted living facility, a residential care or a retirement facility. A Nursing Home (i) is a facility or distinctly separate part of a hospital or other institution, (ii) that is in the United States, and (iii) is licensed by the appropriate state licensing agency as a Nursing Home, if the state licenses such facilities. If the state does not license Nursing Homes, then the facility must meet all of the following criteria:

- a) It must provide 24 hour a day nursing service under a planned program of policies and procedures which were developed with the advice of, and is periodically reviewed and executed by a professional group of at least one physician and one nurse;
- b) It must have a physician available to furnish medical care in case of emergency;
- c) It must have at least one nurse who is employed there full time (or at least 24 hours per week if the facility has less than 10 beds);
- d) It must have a nurse on duty or on call at all times;
- e) It must maintain clinical records for all patients; and
- f) It must have appropriate methods and procedures for handling and administering drugs and biologicals.

Effect of Death or Divorce

In the event of a divorce, if the Joint Measuring Life Option is in effect the Owner may terminate this Rider. If this Rider is so terminated, the Owner may purchase a new Variable Annuity Living Benefits Rider, if available. Alternatively, the Owner may continue this Rider in force under the Joint Measuring Life Option.

Upon the death of the Annuitant if the Single Measuring Life Option is in effect, this Rider will terminate.

Upon the first death of a Measuring Life if the Joint Measuring Life Option is in effect, the Owner may continue the contract and this Rider in force under the Joint Measuring Life Option. If so continued, the MAW will continue for the life of the surviving Measuring Life. Alternatively, the Owner may terminate this Rider and purchase a new Variable Annuity Living Benefits Rider, if available. Upon the death of the surviving Measuring Life, this Rider will terminate.

If the Joint Measuring Life Option is in effect and no Withdrawal has been taken since the Rider Date, upon the Owner's request a new Spouse may replace a Measuring Life under this Rider. Once any Withdrawal has been taken, LNL will not accept a request to change a Measuring Life.

GMWB Charge

While the GMWB Provision is in effect, the Rider Charge rate is the GMWB Charge. The Initial Rider Charge annual rate is shown on Page 1 of this Rider. The GMWB Charge rate may change as described, but the Charge may never exceed the Guaranteed Maximum Rider Charge rate shown on Page 1 of this Rider.

A quarterly Rider Charge is deducted from the Contract Value on the first Valuation Date of every third month following the Rider Date. The quarterly rate is the annual rate divided by four. The amount of the quarterly Rider Charge is the quarterly Rider Charge rate times the GA on the Valuation Date the charge is deducted.

Quarterly Rider Charges will be deducted from each Variable Subaccount and any DCA Fixed Account on a proportional basis. A pro-rata Rider Charge amount will be deducted upon termination of the GMWB Provision, except if this Contract is terminated due to death.

GMWB Charge Change

A change to the GMWB Charge rate will occur only on a Benefit Year anniversary. The GMWB Charge rate change is to the GMWB Charge rate in effect for new purchases of this Rider on the Benefit Year anniversary of the change.

A GMWB Charge rate change will be triggered by an Automatic Annual Step-Up. Any Automatic Annual Step-Up may be declined if the GMWB Charge rate change triggered thereby would be an increase. If the GMWB Charge rate change would be a decrease, the Automatic Annual Step-Up will not be waivable.

A GMWB Charge rate increase may be triggered by a Purchase Payment in the Benefit Year preceding the applicable Benefit Year anniversary. Purchase Payments received during the first Benefit Year do not trigger a GMWB Charge change. Purchase Payments received after the first Benefit Year anniversary do trigger a GMWB Charge rate change, if such change is an increase, once the cumulative total of such post-first Benefit Year Purchase Payments equals or exceeds \$100,000.

A GMWB Charge rate change shall not result from an Enhancement or a One Time Step-Up.

Any GMWB Charge rate change shall occur on a non-discriminatory basis.

Waivers

Waiver of Contingent Deferred Sales Charge or CDSC / Surrender Charge (if applicable)

No Contingent Deferred Sales Charge or CDSC/Surrender Charge will apply to Conforming Withdrawals. Excess Withdrawals will be subject to any applicable Contingent Deferred Sales Charge or CDSC/Surrender Charge to the extent that the total amount of Withdrawals in the Contract Year exceeds the Free Withdrawal Amount for that year.

Waiver of Interest Adjustment/Market Value Adjustment (if applicable)

No Interest Adjustment/Market Value Adjustment will apply to Conforming Withdrawals. Excess Withdrawals will be subject to any applicable Interest Adjustment/Market Value Adjustment to the extent that the total amount of Withdrawals in the Contract Year exceeds the Free Withdrawal Amount for that year.

Termination of the GMWB

The entire GMWB Provision of this Rider will irrevocably terminate (a) if this Rider terminates, or (b) upon the election of the Variable Annuity Payment Option Rider and commencement of the GIB Provision of this Rider.

GUARANTEED INCOME BENEFIT (GIB)

This GIB Provision is effective upon the concurrent Variable Annuity Payment Option Rider (VAPOR) effective date and irrevocable termination of the GMWB Provision of this Rider. The VAPOR effective date is shown on the Contract Benefit Data pages issued upon the Owner's election of benefits under the VAPOR.

This Provision provides that variable Periodic Income Payments payable under VAPOR are guaranteed not to fall below this GIB.

If this is a Qualified Contract, the commencement of Periodic Income Payments under the VAPOR is available subject to our maximum VAPOR age limits. These maximum age limits are necessary to ensure that Periodic Income Payments meet the amount needed to satisfy the required minimum distribution as determined by LNL in accordance with the IRC Section 401(a)(9), as amended from time to time, for the Contract to which this Rider is attached.

Definitions

Annuitant: The Measuring Life upon which the Periodic Income Payments will be contingent. The Contract may only have one Annuitant on and after the VAPOR Rider Date. The Annuitant may not be changed.

Secondary Life: If any, the Measuring Life designated by the Owner upon which the Periodic Income Payments will also be contingent during the Lifetime Income Period. The designation of a Secondary Life results in a joint life payout. The Secondary Life must be designated upon the election of the VAPOR and may not be changed after the VAPOR Rider Date. If this is a Qualified Contract, the Measuring Life must be the Annuitant's Spouse.

Guaranteed Income Benefit (GIB): The minimum amount payable for each Periodic Income Payment made under a VAPOR.

GIB Step-up Date: The date on which an Automatic Step-up of the GIB occurs. For Non-qualified contracts, it is the next Valuation Date after each consecutive [1 year] period measured from the date a GIB Step-up Period begins. For Qualified contracts, it is the Valuation Date of the first Periodic Income Payment date in the calendar year of every [1 year] period measured from the date a GIB Step-up Period begins.

GIB Step-up Period: Each [5 year] period during which the GIB will automatically step-up on a GIB Step-up Date as described in the Automatic Step-Up of the GIB subsection below. The initial GIB Step-up Period begins on the Valuation Date of the Periodic Income Commencement Date anniversary on or immediately following the VAPOR Rider Date.

Withdrawals: While the GIB Provision and VAPOR are in effect, Withdrawals means all additional amounts from the Account Value requested In Writing by the Owner, other than Periodic Income Payments.

GIB General

If this Rider is in effect on the Valuation Date the Initial Periodic Income Payment is determined, then the Guaranteed Income Benefit will be the greater of (A) and (B), divided by \$1000 and multiplied by the annuity rate per \$1000 as shown in the Guaranteed Income Benefit Table for the age and sex of the Measuring Life(s), where (A) is the Account Value on the Periodic Income Commencement Date and (B) is the GA.

On each subsequent Valuation Date that a Periodic Income Payment under the VAPOR is determined, the amount that will be paid will be the greater of (a) the Periodic Income Payment, or (b) the GIB. The initial Guaranteed Income Benefit is shown on the Contract Benefit Data pages issued upon the Periodic Income Commencement Date.

If this is a Qualified Contract issued under an employee benefit plan, the female rates for Single Life Payout shown in the Guaranteed Income Benefit Table apply regardless of the actual sex of the Measuring Life.

Automatic Step-up of the GIB

On each GIB Step-up Date, the GIB will automatically step-up to the greater of:

- a) [75]% of the Periodic Income Payment; or
- b) the GIB on the Valuation Date immediately prior to the GIB Step-up Date.

The Owner may elect a new GIB Step-up Period by Written Request as long as a Measuring Life is still living. If the Written Request is received by LNL at least 30 days prior to the end of a GIB Step-up Period, a new GIB Step-up Period will begin on the date the then-current GIB Step-up Period ends. If the Written Request is received by LNL less than 30 days prior to the end of a GIB Step-up Period, the new GIB Step-up Period will begin on the next Periodic Income Commencement Date anniversary Valuation Date following receipt of the request.

Adjustments to the GIB

Each Withdrawal will reduce the GIB in the same proportion as the amount withdrawn reduces the Account Value on the Valuation Date of the Withdrawal.

An increase in the length of the Access Period will decrease the GIB in the same proportion as the Periodic Income Payment decreases. Any such change will be effective on the Valuation Date of the next Periodic Income Commencement Date anniversary. Any increase in the length of the Access Period is subject to a [5 year] minimum increase.

Effect of GIB during Access Period

During the Access Period, payment of the GIB reduces the Account Value. If the Account Value is reduced to \$0, the Access Period will end and the Lifetime Income Period will begin on the Valuation Date the Account Value equals \$0. Each subsequent Periodic Income Payment during the Lifetime Income Period will be equal to the GIB.

Effect of GIB during Lifetime Income Period

During the Lifetime Income Period, if a Periodic Income Payment is less than the GIB, the excess of the GIB over the Periodic Income Payment will reduce the number of Annuity Units per Variable Subaccount payable in each subsequent Periodic Income Payment. The reduction to the number of Annuity Units per payment will be determined by first dividing (A) by (B) where:

(A) is the amount of the excess of the GIB over the Periodic Income Payment; and

(B) is the applicable annuity factor;

and then dividing this result by the Annuity Unit value as of the Valuation Date of the Periodic Income Payment.

If payment of the GIB reduces the number of Annuity Units per payment to zero during the Lifetime Income Period, then each subsequent Periodic Income Payment during the remainder of the Lifetime Income Period will be equal to the GIB.

Limitation on Certain Changes

The Owner may not, within 3 years of the effective date of this GIB Provision:

- a) terminate the Variable Annuity Payment Option Rider attached to this Contract,
- b) request a change in the Periodic Income Payment Mode, or
- c) request a decrease in the length of the Access Period.

Additional Purchase Payments

While this GIB Provision and the VAPOR are in effect, additional Purchase Payments to the Contract may not be made.

GIB Charge

While the GIB Provision is in effect, the Rider Charge is the GIB Charge. The initial GIB Charge will be included in the Contract Mortality and Expense Risk Charge and Administrative Charge as shown on the Contract Benefit Data pages, which is deducted from the Variable Account while this GIB Provision is in effect.

Upon the concurrent termination of the GMWB Provision and election of the VAPOR attached to this Contract, and any time the Owner elects a new GIB Step-up Period, LNL may change the GIB Charge, subject to the Guaranteed Maximum Rider Charge shown on Page 1 of this Rider. Any change to the GIB Charge will be effective on the VAPOR Rider Date or the applicable Valuation Date the new GIB Step-up Period begins.

Termination of the GIB

This GIB Provision of this Rider will terminate for any of the following reasons:

- a) a decrease in the length of the Access Period;
- b) a change in the Periodic Income Payment Mode;
- c) election of an Annuity Payment Option provided under the Contract other than VAPOR; and
- d) the death of the Annuitant, or the death of the last surviving Measuring Life if a joint payout was elected.

Termination of the GIB Provision due to a decrease in the length of the Access Period or a change in the Periodic Income Payment Mode will be effective on the Valuation Date of the Periodic Income Commencement Date anniversary following such event. Termination of the GIB Provision due to death will be effective on the Valuation Date on which such death occurs.

Guaranteed Income Benefit Table

Guaranteed Income Benefit under a Variable Annuity Payment Option Rider with a 4.0% Assumed Investment Return, 1983 'a' Individual Annuity Mortality Table, modified.

Dollar Amount of First Monthly Payment Purchased with each \$1,000 Applied

Single Life Payout								
Adjusted Age	15 Year Access Period		20 Year Access Period		25 Year Access Period		30 Year Access Period	
	Male	Female	Male	Female	Male	Female	Male	Female
60	n/a	n/a	n/a	n/a	3.41	3.34	3.26	3.23
61	n/a	n/a	n/a	n/a	3.43	3.37	3.27	3.24
62	n/a	n/a	n/a	n/a	3.45	3.40	3.28	3.26
63	n/a	n/a	n/a	n/a	3.47	3.42	3.30	3.27
64	n/a	n/a	n/a	n/a	3.49	3.44	3.31	3.29
65	n/a	n/a	3.73	3.64	3.51	3.47	3.32	3.30
66	n/a	n/a	3.76	3.67	3.53	3.49	3.33	3.31
67	n/a	n/a	3.79	3.71	3.55	3.51	3.35	3.33
68	n/a	n/a	3.82	3.75	3.57	3.53	3.36	3.34
69	n/a	n/a	3.85	3.78	3.58	3.55	3.38	3.36
70	4.20	4.06	3.88	3.82	3.60	3.57	3.39	3.38
71	4.25	4.12	3.91	3.85	3.62	3.59	3.40	3.39
72	4.30	4.18	3.93	3.88	3.64	3.61	3.41	3.40
73	4.35	4.23	3.96	3.91	3.66	3.63	3.42	3.41
74	4.40	4.29	3.99	3.94	3.68	3.66	3.43	3.42
75	4.44	4.35	4.01	3.97	3.71	3.68	3.44	3.43

Joint Life Payout				
Adjusted Age of both Measuring Lives	15 Year Access Period	20 Year Access Period	25 Year Access Period	30 Year Access Period
60	n/a	n/a	3.23	3.15
61	n/a	n/a	3.26	3.16
62	n/a	n/a	3.28	3.18
63	n/a	n/a	3.31	3.20
64	n/a	n/a	3.33	3.22
65	n/a	3.47	3.36	3.23
66	n/a	3.51	3.38	3.25
67	n/a	3.55	3.41	3.27
68	n/a	3.58	3.43	3.29
69	n/a	3.62	3.45	3.31
70	3.82	3.65	3.48	3.33
71	3.88	3.69	3.50	3.34
72	3.93	3.72	3.53	3.36
73	3.98	3.76	3.55	3.37
74	4.04	3.79	3.58	3.38
75	4.09	3.83	3.61	3.40

Age Adjustment Table			
Year of Birth	Adjustment to Age	Year of Birth	Adjustment to Age
Before 1940	0	1970 - 1979	-4
1940 - 1949	-1	1980 - 1989	-5
1950 - 1959	-2	1990 - 1999	-6
1960 - 1969	-3	2000 - 2009	-7
		2010 - 2019	-8

GENERAL

GOP Death Benefit Amount

A GOP Death Benefit is provided under the Guarantee of Principal (GOP), Enhanced Guaranteed Minimum Death Benefit (EGMDB) and Estate Enhancement Benefit (EEB) Death Benefit, one of which may be applicable to the Contract as shown in the Contract Specifications.

This GOP Death Benefit Amount section does not apply if this Contract provides that all death benefits are reduced dollar-for-dollar for all Withdrawals. If the Contract includes a Death Benefit, including any Death Benefit Rider, that has a Death Benefit Amount defined as the sum of all Purchase Payments minus all death benefit reductions, and that such death benefit reductions of Purchase Payments "will be in proportion to the amount withdrawn" such Death Benefit Amount definition is hereby replaced, as long as this Rider is in force, with the following:

The sum of all Purchase Payments, minus all Death Benefit Reductions and any Bonus Credits. Death Benefit Reductions are made whenever a Withdrawal is taken. Upon Excess Withdrawals, Death Benefit Reductions are calculated proportionately; the percentage reduction of the Contract Value (Account Value if the GIB Provision is in effect) due to the Withdrawal will be applied to the Purchase Payments as the Death Benefit Reduction. Upon Conforming Withdrawals, Death Benefit Reductions will be calculated dollar-for-dollar; the dollar reduction of the Contract Value (Account Value if the GIB Provision is in effect) due to the Withdrawal will be applied to the Purchase Payments as the Death Benefit Reduction.

Assignments

While this Rider is in effect, the Owner may not sell or assign the Contract other than to the Annuitant, nor may it be discounted or pledged as collateral for a loan or as a security for the performance of an obligation or any other purpose.

Termination of this Rider

This Rider will terminate on the date the Contract to which this Rider is attached terminates.

If the GMWB Provision is in effect, the Owner may terminate this Rider upon Written Request any time after the [7th] Benefit Year anniversary. If the GMWB Provision is in effect, Rider will also terminate as follows:

- a) on the Annuity Commencement Date except under the MAW Annuity Payment Option;
- b) on the date the Owner is changed due to death or pursuant to an enforceable divorce agreement or decree, except when Ownership is transferred to the surviving Secondary Life upon death of the Annuitant/Owner;
- c) on the death of the Annuitant if the Single Measuring Life Option is in effect, or on the death of the last surviving Measuring Life if the Joint Measuring Life Option is in effect; or
- d) on the date both the GA and MAW equal \$0 as the result of a Withdrawal.

If the GIB Provision is in effect, the Owner may terminate this Rider upon Written Request any time after the [3rd] anniversary of the effective date of the GIB Provision. The Rider will also terminate on the date the GIB Provision terminates.

Upon termination of this Rider, the benefits and charges within this Rider will terminate and a pro-rata amount of the Rider Charge will be deducted.

The Lincoln National Life Insurance Company


President

VARIABLE ANNUITY LIVING BENEFITS RIDER

Rider Date: [January 20, 2009]

Initial Rider Charge: [1.00%]

Guaranteed Maximum Rider Charge: [1.50%]

Initial GMWB Charge: [0.85%]

GMAB Date: [7th Benefit Anniversary]

GMAB Charge: [0.15%]

This optional Rider is made a part of the entire Contract to which it is attached. Except as stated in this Rider, it is subject to all provisions contained in the Contract. Coverage under this Rider begins on the Rider Date shown above.

Summary of Rider Provisions

Guaranteed Minimum Withdrawal Benefit (GMWB): This Provision provides that the Owner may withdraw an amount up to the Maximum Annual Withdrawal Amount (MAW) for the lifetime(s) of the Measuring Life(s), if certain conditions are met as described.

Guaranteed Income Benefit (GIB): This Provision provides that if the Owner elects to discontinue the GMWB Provision (and, if applicable, the GMAB Provision) and begin receiving variable Periodic Income Payments payable under the Variable Annuity Payment Option Rider attached to this Contract, such payments are guaranteed not to fall below the Guaranteed Income Benefit (GIB), if certain conditions are met as described.

Guaranteed Minimum Accumulation Benefit (GMAB): This Provision provides a GMAB. The Owner may, subject to the terms of this Provision, exercise the GMAB on or within 30 days after the GMAB Date, increasing the Contract Value and terminating this Rider.

Variable Annuity Payment Option Rider Availability Restriction

The Owner may not elect to begin receiving variable Periodic Income Payments payable under the Variable Annuity Payment Option Rider attached to this Contract unless (a) this Rider has terminated, or (b) the GIB Provision of this Rider is concurrently elected.

Allocation

While this Rider is in effect, the subaccounts available for allocation may be limited if the Allocation Amendment is attached to this Rider and the Contract.

Definitions

GOP Death Benefit is a Death Benefit provided by Contract, Endorsement, or Rider that is the greater of (a) the Contract Value and (b) the sum of all Purchase Payments minus Bonus Credits minus all Death Benefit Reductions.

Guaranteed Amount (GA) is the value used to calculate the MAW, the GMWB Charge, the GMAB Charge and the initial GIB.

Measuring Life is a natural person used to determine the benefits under this Rider.

Purchase Payments, for the purpose of this Rider, mean the amounts paid into the Contract by the Owner including Bonus Credits, if any, before deduction of any Sales Charges.

Spouse means an individual who would be recognized as a Spouse under federal law.

Conforming Withdrawals are (i) all MAW-Eligible Withdrawals to the extent that the cumulative dollar amount withdrawn (including the current Withdrawal) from the Contract in that Benefit Year is equal to or less than the MAW (including any Nursing Home MAW Enhancement), (ii) Systematic RMD, except after an additional Withdrawal is made during that Benefit Year, to the extent that the cumulative dollar amount withdrawn (including all Systematic RMD) from the Contract in that Benefit Year is greater than the MAW, and (iii) Periodic Income Payments.

Excess Withdrawals are all (i) pre-MAW Eligible Withdrawals, (ii) MAW-Eligible Withdrawals to the extent that the cumulative dollar amount withdrawn (including the current Withdrawal) from the Contract in that Benefit Year is greater than the MAW, (iii) Systematic RMD after an additional Withdrawal is made during that Benefit Year, to the extent that the cumulative dollar amount withdrawn (including all Systematic RMD) from the Contract in that Benefit Year is greater than the MAW, and (iv) Withdrawals under the GIB Provision of this Rider.

GUARANTEED MINIMUM WITHDRAWAL BENEFIT

GMWB Provision Data

Enhancement Rate: [5]%

Enhancement Period: [10] Years

MAW Rate: [5]%

One Time Step-Up Percentage: [200]%

GMWB Measuring Life Option: [Single]

Definitions

Annuitant is the natural person used to determine the benefits under this Provision if the Single Measuring Life Option of this Provision is in effect. The Annuitant is one of two natural persons used to determine the benefits under this Provision if the Joint Measuring Life Option of this Provision is in effect. The Annuitant may not be changed.

Secondary Life is the second natural person used to determine the benefits under this Provision if the Joint Measuring Life Option of this Provision is in effect. On the Rider Date any Secondary Life must be the Annuitant's Spouse. The Secondary Life may not be changed except due to death or divorce in accordance with requirements as described herein.

Benefit Year means each 12 month period starting with the Rider Date and each Rider Date anniversary thereafter.

Withdrawal means the gross amount of the Withdrawal before any applicable charges and/or Interest Adjustment/Market Value Adjustment. This definition also applies to the GMAB Provision.

MAW-Eligible means the Annuitant is at least age [59½] when the Single Measuring Life Option is in effect or both Measuring Lives are at least age [65] when the Joint Measuring Life Option is in effect.

Pre-MAW-Eligible means the Annuitant is not at least age [59½] when the Single Measuring Life Option is in effect or any Measuring Life is not at least age [65] when the Joint Measuring Life Option is in effect.

Systematic RMD means systematic monthly or quarterly installments withdrawn via LNL's automatic withdrawal service of the amount needed to satisfy the required minimum distribution as determined by LNL in accordance with the IRC Section 401(a)(9), as amended from time to time, for the Contract to which this Rider is attached.

Guaranteed Amount (GA)

Initial GA

If the Rider Date is the Contract Date, then the Initial GA will be equal to the initial Purchase Payment. If the Rider Date is not the Contract Date, then the Initial GA will be equal to the Contract Value on the Rider Date.

Maximum GA

The GA is subject to a \$[10,000,000] maximum of the combined GA values for all LNL annuity contracts, including annuity contracts with an affiliated company, for which the Annuitant and Secondary Life, if applicable, is a Measuring Life.

Adjustment for Additional Purchase Payments

Upon our acceptance of a Purchase Payment after the Rider Date, the GA will be recalculated on the Valuation Date following receipt of the Purchase Payment to equal the GA immediately prior to receipt of the additional Purchase Payment, plus the additional Purchase Payment. If the Contract Value reduces to \$0, then no additional Purchase Payments will be accepted. Additional Purchase Payments may affect the GMWB Charge pursuant to the GMWB Charge section below.

Adjustment for Withdrawals

Upon each Excess Withdrawal, the GA will be reduced in the same proportion that the Withdrawal reduced the Contract Value (pro rata). Upon each Conforming Withdrawal, the GA will be reduced dollar-for-dollar.

Enhancement (to the GA)

On the first Valuation Date of each Benefit Year after the first Benefit Year, the GA will automatically be increased by the GA times the Enhancement Rate if each of the following conditions is satisfied:

- a) The preceding Benefit Year is during the Enhancement Period, which begins on the Rider Date and restarts upon an Automatic Annual Step-Up of the GA.
- b) No Withdrawal occurred in the preceding Benefit Year.
- c) All Measuring Lives are under age [86].
- d) An Automatic Annual Step-Up (of the GA), as described below, has occurred since the most recent pre-MAW-Eligible Withdrawal, if any.

Any Purchase Payments received in the Benefit Year preceding the Enhancement are not eligible for the Enhancement for that Benefit Year except any Purchase Payments made within the first 90 days after the effective date of the Rider.

Automatic Annual Step-Up (of the GA)

Upon an Automatic Annual Step-Up, the GA is increased to equal the Contract Value.

Any Automatic Annual Step-Up will occur after determination of any Enhancement and One Time Step-Up, if any, that may occur on the first Valuation Date of each Benefit Year after the first Benefit Year. An Automatic Annual Step-Up will occur only if each the following conditions are satisfied:

- a) All Measuring Lives as of that Valuation Date are under age [86].
- b) The Contract Value as of that Valuation Date is greater than the GA after any Enhancement and any One Time Step-Up.

Upon an Automatic Annual Step-Up, the GMWB Charge rate will be adjusted to the current GMWB Charge rate. If this rate adjustment is an increase, the Owner may decline to accept the Automatic Annual Step-Up by notifying us, in writing, within 30 days of the effective date of the Step-Up. Future Automatic Annual Step-Ups are not voided or otherwise modified by the declination of an Automatic Annual Step-Up.

One Time Step-Up (of the GA)

Upon a One Time Step-Up, the GA is increased to the sum of (i) Initial GA, plus (ii) Purchase Payments received by us within 90 days after the Rider Date, less (iii) any Conforming Withdrawals after the Rider Date ((i)+(ii)-(iii)), times the One Time Step-Up Percentage shown in this Rider, if any.

The One Time Step-Up occurs after determination of any Enhancement on the later of (i) the [10th] Benefit Year anniversary, or (ii) the Benefit Year anniversary after the [65th] birthday of the younger Measuring Life.

The One Time Step-Up will not occur if any of the following conditions is satisfied:

- a) The One Time Step-Up would not be an increase of the GA.
- b) The total amount of Conforming Withdrawals between the Rider Date and the date of the One Time Step-Up is greater than [10]% of the initial GA plus Purchase Payments received by us within 90 days after the Rider Date.
- c) Any Excess Withdrawals have been taken.

Maximum Annual Withdrawal (MAW) Amount

The MAW is an amount that may be withdrawn from the Contract by the Owner each Benefit Year after the contract becomes MAW-Eligible. On the Rider Date, the MAW is equal to the GA times the MAW Rate. The MAW will be adjusted as described below. As long as the MAW is greater than \$0, then the MAW will continue during the lifetime(s) of all Measuring Lives.

Maximum MAW

The combined MAW for all LNL annuity contracts, including annuity contracts with an affiliated company, for which the Annuitant and Secondary Life, if applicable, is a Measuring Life, is subject to a maximum of the MAW Rate times the Maximum GA.

Adjustment for Additional Purchase Payments

If an additional Purchase Payment is accepted, the MAW will be reset to equal the additional Purchase Payment times the MAW Rate plus the MAW immediately prior to receipt of the additional Purchase Payment.

Adjustment for Withdrawals

Upon each Excess Withdrawal, the MAW will be reset to equal the GA after the Withdrawal times the MAW Rate. If the GA after the Withdrawal equals \$0, this Rider will terminate.

Upon each Conforming Withdrawal, the MAW will remain unchanged.

Adjustment for Increased GA

The MAW will reset on the Valuation Date of an increase of the GA to equal the greater of:

- a) the MAW immediately prior to the increase of the GA; or
- b) the increased GA times the MAW Rate.

Contract Value Reduces to \$0

Even if the Contract Value declines to \$0, as long as the MAW is not \$0 and this Contract is MAW-Eligible, an amount equal to the MAW will continue for the lifetime(s) of the Measuring Life(s). The Owner may elect to receive the MAW at any frequency LNL offers, subject to minimum payment amount rules then if effect, but no less frequently than annually. After the Contract Value declines to \$0, the MAW may change only as described in the Nursing Home MAW Enhancement section, below.

If the Contract Value is \$0 and the Contract terminates due to the death of all Measuring Lives, no Death Benefit will be paid. However, unless the currently effective death benefit option is the Account Value Death Benefit Option, [a final payment will be made under this Rider. Such payment] (not to be less than \$0) shall be equal to (A) minus (B) minus (C), where:

- (A) is equal to the sum of all Purchase Payments minus Bonus Credits, if the Rider Date is the Contract Date. If the Rider Date is after the Contract Date then (A) is equal to the GOP Death Benefit Amount on the Rider Date, plus subsequent Purchase Payments minus subsequent Bonus Credits.
- (B) is the sum of all Final Payment Reductions through the Valuation Date upon which the Contract Value reduces to \$0. Final Payment Reductions are made whenever a Withdrawal is taken. Upon Excess Withdrawals, Final Payment Reductions are calculated proportionately; the percentage reduction of the Contract Value due to the Withdrawal will be applied to the Purchase Payments minus Bonus Credits as the Final Payment Reduction. Upon Conforming Withdrawals, Final Payment Reductions will be calculated dollar-for-dollar; the dollar reduction of the Contract Value due to the Withdrawal will be applied to the Purchase Payments minus Bonus Credits as the Final Payment Reduction.
- (C) is the sum of all Conforming Withdrawals after the Valuation Date upon which the Contract Value reduces to \$0.

MAW Annuity Payment Option

This MAW Annuity Payment Option is effective only if MAW-Eligible Withdrawals are available.

The MAW Annuity Payment Option may be irrevocably elected by the Owner upon Written Notice to LNL. If elected, the Owner will receive payment equal to the MAW each Benefit Year for the lifetime(s) of all Measuring Lives. The Owner may elect to receive the MAW at any frequency LNL offers, subject to minimum payment amount rules then if effect, but no less frequently than annually. After election of this Annuity Payment Option, the MAW may change only as described in the Nursing Home MAW Enhancement section, below.

If this MAW Annuity Payment Option is in effect no Death Benefit will be paid. However, if the death benefit option prior to the Annuity Commencement Date was not the Account Value Death Benefit Option, [a final payment will be made under this Rider. Such payment] (not to be less than \$0) shall be equal to (A) minus (B) minus (C), where:

- (A) is equal to the sum of all Purchase Payments minus Bonus Credits, if the Rider Date is the Contract Date. If the Rider Date is after the Contract Date then (A) is equal to the GOP Death Benefit Amount on the Rider Date, plus subsequent Purchase Payments minus subsequent Bonus Credits.
- (B) is the sum of all Final Payment Reductions prior to the MAW Annuity Payment Option Effective Date. Final Payment Reductions are made whenever a Withdrawal is taken. Upon Excess Withdrawals, Final Payment Reductions are calculated proportionately; the percentage reduction of the Contract Value due to the Withdrawal will be applied to the Purchase Payments minus Bonus Credits as the Final Payment Reduction. Upon Conforming Withdrawals, Final Payment Reductions will be calculated dollar-for-dollar; the dollar reduction of the Contract Value due to the Withdrawal will be applied to the Purchase Payments minus Bonus Credits as the Final Payment Reduction.
- (C) is the sum of all Conforming Withdrawals on and after the MAW Annuity Payment Option Effective Date.

Nursing Home MAW Enhancement

The benefit described in this section is not available until this Contract is MAW-Eligible.

The MAW will be doubled each Benefit Year that each of the following conditions is satisfied:

- a) The applicable Measuring Life has been confined to a Nursing Home, as defined, for at least one day of the applicable Benefit Year, pursuant to a plan of care provided by a licensed health care practitioner. LNL reserves the right to require proof of the continuation of confinement under a current plan of care each Benefit Year.
- b) The applicable Measuring Life has never been confined to any Nursing Home within 12 months before or [60] months after the Rider Date.
- c) Confinement of the Measuring Life has continued for at least [90] consecutive days.

A Nursing Home does not mean or include an assisted living facility, a residential care or a retirement facility. A Nursing Home (i) is a facility or distinctly separate part of a hospital or other institution, (ii) that is in the United States, and (iii) is licensed by the appropriate state licensing agency as a Nursing Home, if the state licenses such facilities. If the state does not license Nursing Homes, then the facility must meet all of the following criteria:

- a) It must provide 24 hour a day nursing service under a planned program of policies and procedures which were developed with the advice of, and is periodically reviewed and executed by a professional group of at least one physician and one nurse;
- b) It must have a physician available to furnish medical care in case of emergency;
- c) It must have at least one nurse who is employed there full time (or at least 24 hours per week if the facility has less than 10 beds);
- d) It must have a nurse on duty or on call at all times;
- e) It must maintain clinical records for all patients; and
- f) It must have appropriate methods and procedures for handling and administering drugs and biologicals.

Effect of Death or Divorce

In the event of a divorce, if the Joint Measuring Life Option is in effect the Owner may terminate this Rider. If this Rider is so terminated, the Owner may purchase a new Variable Annuity Living Benefits Rider, if available. Alternatively, the Owner may continue this Rider in force under the Joint Measuring Life Option.

Upon the death of the Annuitant if the Single Measuring Life Option is in effect, this Rider will terminate.

Upon the first death of a Measuring Life if the Joint Measuring Life Option is in effect, the Owner may continue the contract and this Rider in force under the Joint Measuring Life Option. If so continued, the MAW will continue for the life of the surviving Measuring Life. Alternatively, the Owner may terminate this Rider and purchase a new Variable Annuity Living Benefits Rider, if available. Upon the death of the surviving Measuring Life, this Rider will terminate.

If the Joint Measuring Life Option is in effect and no Withdrawal has been taken since the Rider Date, upon the Owner's request a new Spouse may replace a Measuring Life under this Rider. Once any Withdrawal has been taken, LNL will not accept a request to change a Measuring Life.

GMWB Charge

While the GMWB Provision is in effect, the Rider Charge rate is the GMWB Charge plus, if applicable, the GMAB Charge. The Initial Rider Charge annual rate is shown on Page 1 of this Rider. The GMWB Charge rate may change as described, but the total Rider Charge may never exceed the Guaranteed Maximum Rider Charge rate shown on Page 1 of this Rider.

A quarterly Rider Charge is deducted from the Contract Value on the first Valuation Date of every third month following the Rider Date. The quarterly rate is the annual rate divided by four. The amount of the quarterly Rider Charge is the quarterly Rider Charge rate times the GA on the Valuation Date the charge is deducted.

Quarterly Rider Charges will be deducted from each Variable Subaccount and any DCA Fixed Account on a proportional basis. A pro-rata Rider Charge amount will be deducted upon termination of the GMWB Provision, except if this Contract is terminated due to death.

GMWB Charge Change

A change to the GMWB Charge rate will occur only on a Benefit Year anniversary. The GMWB Charge rate change is to the GMWB Charge rate in effect for new purchases of this Rider on the Benefit Year anniversary of the change.

A GMWB Charge rate change will be triggered by an Automatic Annual Step-Up. Any Automatic Annual Step-Up may be declined if the GMWB Charge rate change triggered thereby would be an increase. If the GMWB Charge rate change would be a decrease, the Automatic Annual Step-Up will not be waivable.

A GMWB Charge rate increase may be triggered by a Purchase Payment in the Benefit Year preceding the applicable Benefit Year anniversary. Purchase Payments received during the first Benefit Year do not trigger a GMWB Charge change. Purchase Payments received after the first Benefit Year anniversary do trigger a GMWB Charge rate change, if such change is an increase, once the cumulative total of such post-first Benefit Year Purchase Payments equals or exceeds \$100,000.

A GMWB Charge rate change shall not result from an Enhancement or a One Time Step-Up.

Any GMWB Charge rate change shall occur on a non-discriminatory basis.

Waivers

Waiver of Contingent Deferred Sales Charge or CDSC / Surrender Charge (if applicable)

No Contingent Deferred Sales Charge or CDSC/Surrender Charge will apply to Conforming Withdrawals. Excess Withdrawals will be subject to any applicable Contingent Deferred Sales Charge or CDSC/Surrender Charge to the extent that the total amount of Withdrawals in the Contract Year exceeds the Free Withdrawal Amount for that year.

Waiver of Interest Adjustment/Market Value Adjustment (if applicable)

No Interest Adjustment/Market Value Adjustment will apply to Conforming Withdrawals. Excess Withdrawals will be subject to any applicable Interest Adjustment/Market Value Adjustment to the extent that the total amount of Withdrawals in the Contract Year exceeds the Free Withdrawal Amount for that year.

Termination of the GMWB

The entire GMWB Provision of this Rider will irrevocably terminate (a) if this Rider terminates, or (b) upon the election of the Variable Annuity Payment Option Rider and commencement of the GIB Provision of this Rider.

GUARANTEED MINIMUM ACCUMULATION BENEFIT (GMAB)

This GMAB Provision is in effect on the Rider Date. The GMAB is \$0 if:

- a) Any Withdrawals have been taken between the Rider Date and the GMAB Date, or
- b) The Contract Value on the GMAB Date is greater than the Initial GA plus any Purchase Payments received by us within 90 days after the Rider Date.

Otherwise, the GMAB is an amount equal to (A) the Initial GA plus any Purchase Payments received by us within 90 days after the Rider Date, minus (B) the Contract Value on the GMAB Date.

The Owner may not exercise the GMAB if (i) the GMAB is \$0, or (ii) the GMAB Provision was terminated before the GMAB Date as described below.

To exercise the GMAB, the Owner must provide Written Notice to LNL no more than 30 days after the GMAB Date. Upon the first Valuation Date following receipt by LNL of such Written Notice (i) the Contract Value will be increased by the amount of the GMAB, and (ii) this Rider will terminate.

GMAB Charge

The GMAB Charge is included in the Rider Charge until the GMAB Date. The Initial Rider Charge shown on Page 1 of this Rider includes the GMAB Charge.

Termination of the GMAB

The entire GMAB Provision of this Rider will terminate upon the earliest of (i) 31 days after the GMAB Date, (ii) the termination of this Rider, or (iii) the election of the Variable Annuity Payment Option Rider and commencement of the GIB Provision of this Rider.

GUARANTEED INCOME BENEFIT (GIB)

This GIB Provision is effective upon the concurrent Variable Annuity Payment Option Rider (VAPOR) effective date and irrevocable termination of the GMWB Provision (and, if applicable, the GMAB Provision) of this Rider. The VAPOR effective date is shown on the Contract Benefit Data pages issued upon the Owner's election of benefits under the VAPOR.

This Provision provides that variable Periodic Income Payments payable under VAPOR are guaranteed not to fall below this GIB.

If this is a Qualified Contract, the commencement of Periodic Income Payments under the VAPOR is available subject to our maximum VAPOR age limits. These maximum age limits are necessary to ensure that Periodic Income Payments meet the amount needed to satisfy the required minimum distribution as determined by LNL in accordance with the IRC Section 401(a)(9), as amended from time to time, for the Contract to which this Rider is attached.

Definitions

Annuitant: The Measuring Life upon which the Periodic Income Payments will be contingent. The Contract may only have one Annuitant on and after the VAPOR Rider Date. The Annuitant may not be changed.

Secondary Life: If any, the Measuring Life designated by the Owner upon which the Periodic Income Payments will also be contingent during the Lifetime Income Period. The designation of a Secondary Life results in a joint life payout. The Secondary Life must be designated upon the election of the VAPOR and may not be changed after the VAPOR Rider Date. If this is a Qualified Contract, the Measuring Life must be the Annuitant's Spouse.

Guaranteed Income Benefit (GIB): The minimum amount payable for each Periodic Income Payment made under a VAPOR.

GIB Step-up Date: The date on which an Automatic Step-up of the GIB occurs. For Non-qualified contracts, it is the next Valuation Date after each consecutive [1 year] period measured from the date a GIB Step-up Period begins. For Qualified contracts, it is the Valuation Date of the first Periodic Income Payment date in the calendar year of every [1 year] period measured from the date a GIB Step-up Period begins.

GIB Step-up Period: Each [5 year] period during which the GIB will automatically step-up on a GIB Step-up Date as described in the Automatic Step-Up of the GIB subsection below. The initial GIB Step-up Period begins on the Valuation Date of the Periodic Income Commencement Date anniversary on or immediately following the VAPOR Rider Date.

Withdrawals: While the GIB Provision and VAPOR are in effect, Withdrawals means all additional amounts from the Account Value requested In Writing by the Owner, other than Periodic Income Payments.

GIB General

If this Rider is in effect on the Valuation Date the Initial Periodic Income Payment is determined, then the Guaranteed Income Benefit will be the greater of (A) and (B), divided by \$1000 and multiplied by the annuity rate per \$1000 as shown in the Guaranteed Income Benefit Table for the age and sex of the Measuring Life(s), where (A) is the Account Value on the Periodic Income Commencement Date and (B) is the GA.

On each subsequent Valuation Date that a Periodic Income Payment under the VAPOR is determined, the amount that will be paid will be the greater of (a) the Periodic Income Payment, or (b) the GIB. The initial Guaranteed Income Benefit is shown on the Contract Benefit Data pages issued upon the Periodic Income Commencement Date.

If this is a Qualified Contract issued under an employee benefit plan, the female rates for Single Life Payout shown in the Guaranteed Income Benefit Table apply regardless of the actual sex of the Measuring Life.

Automatic Step-up of the GIB

On each GIB Step-up Date, the GIB will automatically step-up to the greater of:

- a) [75]% of the Periodic Income Payment; or
- b) the GIB on the Valuation Date immediately prior to the GIB Step-up Date.

The Owner may elect a new GIB Step-up Period by Written Request as long as a Measuring Life is still living. If the Written Request is received by LNL at least 30 days prior to the end of a GIB Step-up Period, a new GIB Step-up Period will begin on the date the then-current GIB Step-up Period ends. If the Written Request is received by LNL less than 30 days prior to the end of a GIB Step-up Period, the new GIB Step-up Period will begin on the next Periodic Income Commencement Date anniversary Valuation Date following receipt of the request.

Adjustments to the GIB

Each Withdrawal will reduce the GIB in the same proportion as the amount withdrawn reduces the Account Value on the Valuation Date of the Withdrawal.

An increase in the length of the Access Period will decrease the GIB in the same proportion as the Periodic Income Payment decreases. Any such change will be effective on the Valuation Date of the next Periodic Income Commencement Date anniversary. Any increase in the length of the Access Period is subject to a [5 year] minimum increase.

Effect of GIB during Access Period

During the Access Period, payment of the GIB reduces the Account Value. If the Account Value is reduced to \$0, the Access Period will end and the Lifetime Income Period will begin on the Valuation Date the Account Value equals \$0. Each subsequent Periodic Income Payment during the Lifetime Income Period will be equal to the GIB.

Effect of GIB during Lifetime Income Period

During the Lifetime Income Period, if a Periodic Income Payment is less than the GIB, the excess of the GIB over the Periodic Income Payment will reduce the number of Annuity Units per Variable Subaccount payable in each subsequent Periodic Income Payment. The reduction to the number of Annuity Units per payment will be determined by first dividing (A) by (B) where:

(A) is the amount of the excess of the GIB over the Periodic Income Payment; and

(B) is the applicable annuity factor;

and then dividing this result by the Annuity Unit value as of the Valuation Date of the Periodic Income Payment.

If payment of the GIB reduces the number of Annuity Units per payment to zero during the Lifetime Income Period, then each subsequent Periodic Income Payment during the remainder of the Lifetime Income Period will be equal to the GIB.

Limitation on Certain Changes

The Owner may not, within 3 years of the effective date of this GIB Provision:

- a) terminate the Variable Annuity Payment Option Rider attached to this Contract,
- b) request a change in the Periodic Income Payment Mode, or
- c) request a decrease in the length of the Access Period.

Additional Purchase Payments

While this GIB Provision and the VAPOR are in effect, additional Purchase Payments to the Contract may not be made.

GIB Charge

While the GIB Provision is in effect, the Rider Charge is the GIB Charge. The initial GIB Charge will be included in the Contract Mortality and Expense Risk Charge and Administrative Charge as shown on the Contract Benefit Data pages, which is deducted from the Variable Account while this GIB Provision is in effect.

Upon the concurrent termination of the GMWB Provision and election of the VAPOR attached to this Contract, and any time the Owner elects a new GIB Step-up Period, LNL may change the GIB Charge, subject to the Guaranteed Maximum Rider Charge shown on Page 1 of this Rider. Any change to the GIB Charge will be effective on the VAPOR Rider Date or the applicable Valuation Date the new GIB Step-up Period begins.

Termination of the GIB

This GIB Provision of this Rider will terminate for any of the following reasons:

- a) a decrease in the length of the Access Period;
- b) a change in the Periodic Income Payment Mode;
- c) election of an Annuity Payment Option provided under the Contract other than VAPOR; and
- d) the death of the Annuitant, or the death of the last surviving Measuring Life if a joint payout was elected.

Termination of the GIB Provision due to a decrease in the length of the Access Period or a change in the Periodic Income Payment Mode will be effective on the Valuation Date of the Periodic Income Commencement Date anniversary following such event. Termination of the GIB Provision due to death will be effective on the Valuation Date on which such death occurs.

Guaranteed Income Benefit Table

Guaranteed Income Benefit under a Variable Annuity Payment Option Rider with a 4.0% Assumed Investment Return, 1983 'a' Individual Annuity Mortality Table, modified.

Dollar Amount of First Monthly Payment Purchased with each \$1,000 Applied

Single Life Payout								
Adjusted Age	15 Year Access Period		20 Year Access Period		25 Year Access Period		30 Year Access Period	
	Male	Female	Male	Female	Male	Female	Male	Female
60	n/a	n/a	n/a	n/a	3.41	3.34	3.26	3.23
61	n/a	n/a	n/a	n/a	3.43	3.37	3.27	3.24
62	n/a	n/a	n/a	n/a	3.45	3.40	3.28	3.26
63	n/a	n/a	n/a	n/a	3.47	3.42	3.30	3.27
64	n/a	n/a	n/a	n/a	3.49	3.44	3.31	3.29
65	n/a	n/a	3.73	3.64	3.51	3.47	3.32	3.30
66	n/a	n/a	3.76	3.67	3.53	3.49	3.33	3.31
67	n/a	n/a	3.79	3.71	3.55	3.51	3.35	3.33
68	n/a	n/a	3.82	3.75	3.57	3.53	3.36	3.34
69	n/a	n/a	3.85	3.78	3.58	3.55	3.38	3.36
70	4.20	4.06	3.88	3.82	3.60	3.57	3.39	3.38
71	4.25	4.12	3.91	3.85	3.62	3.59	3.40	3.39
72	4.30	4.18	3.93	3.88	3.64	3.61	3.41	3.40
73	4.35	4.23	3.96	3.91	3.66	3.63	3.42	3.41
74	4.40	4.29	3.99	3.94	3.68	3.66	3.43	3.42
75	4.44	4.35	4.01	3.97	3.71	3.68	3.44	3.43

Joint Life Payout				
Adjusted Age of both Measuring Lives	15 Year Access Period	20 Year Access Period	25 Year Access Period	30 Year Access Period
60	n/a	n/a	3.23	3.15
61	n/a	n/a	3.26	3.16
62	n/a	n/a	3.28	3.18
63	n/a	n/a	3.31	3.20
64	n/a	n/a	3.33	3.22
65	n/a	3.47	3.36	3.23
66	n/a	3.51	3.38	3.25
67	n/a	3.55	3.41	3.27
68	n/a	3.58	3.43	3.29
69	n/a	3.62	3.45	3.31
70	3.82	3.65	3.48	3.33
71	3.88	3.69	3.50	3.34
72	3.93	3.72	3.53	3.36
73	3.98	3.76	3.55	3.37
74	4.04	3.79	3.58	3.38
75	4.09	3.83	3.61	3.40

Age Adjustment Table			
Year of Birth	Adjustment to Age	Year of Birth	Adjustment to Age
Before 1940	0	1970 - 1979	-4
1940 - 1949	-1	1980 - 1989	-5
1950 - 1959	-2	1990 - 1999	-6
1960 - 1969	-3	2000 - 2009	-7
		2010 - 2019	-8

GENERAL

GOP Death Benefit Amount

A GOP Death Benefit is provided under the Guarantee of Principal (GOP), Enhanced Guaranteed Minimum Death Benefit (EGMDB) and Estate Enhancement Benefit (EEB) Death Benefit, one of which may be applicable to the Contract as shown in the Contract Specifications.

This GOP Death Benefit Amount section does not apply if this Contract provides that all death benefits are reduced dollar-for-dollar for all Withdrawals. If the Contract includes a Death Benefit, including any Death Benefit Rider, that has a Death Benefit Amount defined as the sum of all Purchase Payments minus all death benefit reductions, and that such death benefit reductions of Purchase Payments "will be in proportion to the amount withdrawn" such Death Benefit Amount definition is hereby replaced, as long as this Rider is in force, with the following:

The sum of all Purchase Payments, minus all Death Benefit Reductions and any Bonus Credits. Death Benefit Reductions are made whenever a Withdrawal is taken. Upon Excess Withdrawals, Death Benefit Reductions are calculated proportionately; the percentage reduction of the Contract Value (Account Value if the GIB Provision is in effect) due to the Withdrawal will be applied to the Purchase Payments as the Death Benefit Reduction. Upon Conforming Withdrawals, Death Benefit Reductions will be calculated dollar-for-dollar; the dollar reduction of the Contract Value (Account Value if the GIB Provision is in effect) due to the Withdrawal will be applied to the Purchase Payments as the Death Benefit Reduction.

Assignments

While this Rider is in effect, the Owner may not sell or assign the Contract other than to the Annuitant, nor may it be discounted or pledged as collateral for a loan or as a security for the performance of an obligation or any other purpose.

Termination of this Rider

This Rider will terminate on the date the Contract to which this Rider is attached terminates.

If the GMWB Provision is in effect, the Owner may terminate this Rider upon Written Request any time after the [7th] Benefit Year anniversary. If the GMWB Provision is in effect, Rider will also terminate as follows:

- a) on the Annuity Commencement Date except under the MAW Annuity Payment Option;
- b) on the date the Owner is changed due to death or pursuant to an enforceable divorce agreement or decree, except when Ownership is transferred to the surviving Secondary Life upon death of the Annuitant/Owner;
- c) on the death of the Annuitant if the Single Measuring Life Option is in effect, or on the death of the last surviving Measuring Life if the Joint Measuring Life Option is in effect;
- d) on the date both the GA and MAW equal \$0 as the result of a Withdrawal; or
- e) on the GMAB Option Date, if the GMAB is exercised.

If the GIB Provision is in effect, the Owner may terminate this Rider upon Written Request any time after the [3rd] anniversary of the effective date of the GIB Provision. The Rider will also terminate on the date the GIB Provision terminates.

Upon termination of this Rider, the benefits and charges within this Rider will terminate and a pro-rata amount of the Rider Charge will be deducted.

The Lincoln National Life Insurance Company


President

SERFF Tracking Number: LCNC-125937756 *State:* Arkansas
Filing Company: The Lincoln National Life Insurance Company *State Tracking Number:* 41128
Company Tracking Number: AR-512P(1-09)
TOI: A02.11 Individual Annuities- Deferred Non- *Sub-TOI:* A02.11.002 Flexible Premium
Variable and Variable
Product Name: Variable Annuity Payment Option Rider
Project Name/Number: AR-512P(1-09)/AR-512P(1-09)

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: LCNC-125937756 State: Arkansas
Filing Company: The Lincoln National Life Insurance Company State Tracking Number: 41128
Company Tracking Number: AR-512P(1-09)
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Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice

12/09/2008

Comments:

See Attached.

Attachment:

Cert Comp Arkansas Reg. 19.pdf

Review Status:

Satisfied -Name: Statement of Variability

12/15/2008

Comments:

Attachments:

SOV-AR-512P(1-09)12122008.pdf

SOV-AR-512(1-09)12122008.pdf

ARKANSAS

CERTIFICATE OF COMPLIANCE

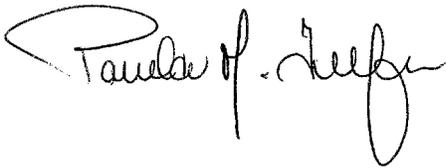
The Lincoln National Life Insurance Company

Re:

AR-512(1-09) - Variable Annuity Living Benefits Rider

AR-512P(1-09) - Variable Annuity Living Benefits Rider w/GMAB

To the best of my knowledge and belief, the policy form listed above complies with the provisions of Rule and Regulation 19 as well as all applicable requirements of the Arkansas Insurance Department.

A handwritten signature in black ink, appearing to read "Pamela Telfer". The signature is written in a cursive style with a large initial "P" and a long, sweeping underline.

Pamela Telfer, AVP
Product Compliance

Date: December 9, 2008

STATEMENT OF VARIABILITY

The Lincoln National Life Insurance Company

Variable Annuity Living Benefits Rider: **AR-512P(1-09)**

This statement shows the particular sections and provisions in the above noted insert page forms that contain bracketed items to indicate variability. The variable items are bracketed and followed by a text box with the corresponding range of variability and an explanation for each. No change in variability will be made which in any way expands the scope of the item being changed.

Variable items listed herein may be changed by LNL for new contracts only. The use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Factors that affect LNL's determination of current pricing include reserving guidelines, required capital guidelines, internal capital guidelines, internal profit targets, cost of benefit hedging, expectations of policyholder lapse behavior and mortality, and commission rates.

PAGE 1

Rider Date: **[January 20, 2000]**

RANGE: The actual effective date of the rider.

EXPLANATION: The **Rider Date** shows the effective date of the rider. It may be either the Contract's Issue Date or it may be the date the Rider is added to an inforce annuity.

Initial Rider Charge: **[1.00%]**

RANGE: 0.05% to 1.50%.

EXPLANATION: The **Initial Rider Charge** is the total of the annual GMWB Charge (determined by LNL) and the annual GMAB Charge (determined by LNL), as of the Rider Date. It may not exceed the Guaranteed Maximum Rider Charge shown immediately below. It is described as Initial because it may change on future Benefit Anniversaries as described in the GMWB Charge section of the GMWB provision.

Guaranteed Maximum Rider Charge: **[1.50%]**

RANGE: 1.00% to 2.00%.

EXPLANATION: The **Guaranteed Maximum Rider Charge** is the highest total annual charge associated with this rider as long as the rider is in force, as determined on the Rider Date. During the GMWB phase, this is the upper limit of the GMWB Charge and, until the GMAB Date, the GMAB Charge. During this GMWB phase the rider charge is assessed quarterly, and is $\frac{1}{4}$ the annual charge, times the current Guaranteed Amount. During the GIB phase, this is the upper limit of the GIB Charge, which is included in the daily M&E charge. The Guaranteed Maximum Rider Charge is determined by LNL and may be as low as 1% or as high as 2%, but will be the same for all contract holders of given class.

Initial GMWB Charge: **[0.85%]**

RANGE: 0.05% to 1.50%.

EXPLANATION: The **Initial GMWB Charge** is the specific rider charge component resulting from the GMWB provision on the Rider Date. The GMWB Charge is determined by LNL, but is the same for all contract holders of a given class. It is described as Initial because it may change on future Benefit Anniversaries as described in the GMWB Charge section of the GMWB provision.

GMAB Date: **[7th Benefit Anniversary]**

RANGE: 3 Years to 10 Years

EXPLANATION: The **GMAB Date** is the date when the GMAB may be exercised. This field will either indicate a specific date or a specific Benefit Anniversary. The GMAB Date is a specific period of time after the Rider Date, as determined by LNL, and is the same for all contract holders of a given class.

PAGE 1, continued

GMAB Charge: [0.15%]

RANGE: 0.15% to 0.50%

EXPLANATION: The **GMAB Charge** is the specific rider charge component resulting from the GMAB. The GMAB Charge is determined by LNL, not to be less than 0.05% nor greater than 0.50%, and is the same for all contract holders of a given class.

PAGE 2

Enhancement Rate: [5%]

RANGE: 3% - 7%

Explanation: The **Enhancement Rate** is the minimum rate by which the Guaranteed Amount grows for contract years when no withdrawals are taken and during the Enhancement Period. The Enhancement Rate is determined by LNL, but is the same for all contract holders of given class.

Enhancement Period: [10] Years

RANGE: 5 - 20

EXPLANATION: The **Enhancement Period** is the period during which the Guaranteed Amount grows by at least the Enhancement Rate for contract years when no withdrawals are taken. The Enhancement Period is determined by LNL, but is the same for all contract holders of given class.

MAW Rate: [5%]

RANGE: 3% - 10%

EXPLANATION: The **MAW Rate** is the percent of the Guaranteed Amount which may be withdrawn as a GMWB benefit for the lifetime of the Annuitant once minimum age requirements are met. The MAW Rate is determined by LNL, but is the same for all contract holders of a given class.

One Time Step-Up Percentage: [200]%

RANGE: 150% - 300% or Not Applicable

EXPLANATION: The **One Time Step-Up Percentage** is a multiple of the initial Guaranteed Amount, to which the Guaranteed Amount (adjusted for permitted withdrawals) may be adjusted after a period of time provided by the One Time Step-Up Percentage. It provides a guarantee that under specified conditions, the Guaranteed Amount will have risen to a predictable level by a certain date. The One Time Step-Up Percentage is determined by LNL, but is the same for all contract holders of a given class. If LNL does not offer this benefit, this field will show 'Not Applicable'.

GMWB Measuring Life Option: [Single]

Range: Single or Joint

EXPLANATION: The **GMWB Measuring Life Option** reflects the number of Measuring Lives during which the minimum withdrawal benefit is guaranteed. Because the Measuring Life Option (and the identity of the Measuring Lives themselves) may be changed at the commencement of the GIB phase, this option is specifically for the GMWB phase. Although the charge doesn't vary when the Joint option is elected, guaranteed withdrawals (MAW) may not commence until a later age.

MAW-Eligible means the Annuitant is at least age [59½] when the Single Measuring Life Option is in effect or both Measuring Lives are at least age [65] when the Joint Measuring Life Option is in effect.

Range: 45 to 75

EXPLANATION: Eligibility for the guaranteed minimum withdrawal benefit begins at a different age for single and joint measuring lives because LNL has chosen to keep the charge constant for single and joint options. This reflects the longer total life expectancy of joint lives over a single life. These ages may vary between 45 and 75, as determined by LNL, but will be same for all contract holders of a given class.

PAGE 2, continued

Pre-MAW-Eligible means the Annuitant is not at least age [59½] when the Single Measuring Life Option is in effect or any Measuring Life is not at least age [65] when the Joint Measuring Life Option is in effect.

Range: 45 to 75

EXPLANATION: Eligibility for the guaranteed minimum withdrawal benefit begins at a different age for single and joint measuring lives because LNL has chosen to keep the charge constant for single and joint options. This reflects the longer total life expectancy of joint lives over a single life. These ages may vary between 45 and 75, as determined by LNL, but will be the same for all contract holders of a given class.

PAGE 3

Maximum GA

The GA is subject to a \$[10,000,000] maximum of the combined GA values for all LNL annuity contracts, including annuity contracts with an affiliated company, for which the Annuitant and Secondary Life, if applicable, is a Measuring Life.

RANGE: \$2,000,000 - \$50,000,000

EXPLANATION: The Maximum GA reflects our ability to efficiently reinsure the risk presented by providing guaranteed minimum withdrawal benefits to any given Measuring Life. The amount, determined by LNL, may vary between \$2,000,000 and \$50,000,000, but is the same for all contract holders of a given class.

Enhancement (to the GA)

On the first Valuation Date of each Benefit Year after the first Benefit Year, the GA will automatically be increased by the GA times the Enhancement Rate if each of the following conditions is satisfied:

- a) The preceding Benefit Year is during the Enhancement Period, which begins on the Rider Date and restarts upon an Automatic Annual Step-Up of the GA.
- b) No Withdrawal occurred in the preceding Benefit Year.
- c) All Measuring Lives are under age [86].
- d) An Automatic Annual Step-Up (of the GA), as described below, has occurred since the most recent pre-MAW-Eligible Withdrawal, if any.

RANGE: 60 - 115

EXPLANATION: The **Enhancement** is the percent increase to the Guaranteed Amount which occurs each year that there is no withdrawal and the client is under a certain age. The maximum enhancement age is determined by LNL, but is the same for all contract holders of a given class.

Automatic Annual Step-Up (of the GA)

Upon an Automatic Annual Step-Up, the GA is increased to equal the Contract Value.

Any Automatic Annual Step-Up will occur after determination of any Enhancement and One Time Step-Up, if any, that may occur on the first Valuation Date of each Benefit Year after the first Benefit Year. An Automatic Annual Step-Up will occur only if each of the following conditions are satisfied:

- a) All Measuring Lives as of that Valuation Date are under age [86].
- b) The Contract Value as of that Valuation Date is greater than the GA after any Enhancement and any One Time Step-Up.

RANGE: 60 - 115

EXPLANATION: The **Automatic Annual Step-Up** is the increase to the Guaranteed Amount which occurs each year that the client is under a certain age. The maximum step-up age is determined by LNL, but is the same for all contract holders of a given class.

PAGE 4

One Time Step-Up (of the GA)

Upon a One Time Step-Up, the GA is increased to the sum of (i) Initial GA, plus (ii) Purchase Payments received by us within 90 days after the Rider Date, less (iii) any Conforming Withdrawals after the Rider Date ((i)+(ii)-(iii)), times the One Time Step-Up Percentage shown in this Rider, if any.

The One Time Step-Up occurs after determination of any Enhancement on the later of (i) the [10th] Benefit Year anniversary, or (ii) the Benefit Year anniversary after the [65th] birthday of the younger Measuring Life.

The One Time Step-Up will not occur if any of the following conditions is satisfied:

- a) The One Time Step-Up would not be an increase of the GA.
- b) The total amount of Conforming Withdrawals between the Rider Date and the date of the One Time Step-Up is greater than [10]% of the initial GA plus Purchase Payments received by us within 90 days after the Rider Date.
- c) Any Excess Withdrawals have been taken.

RANGES:

(i): 5th – 20th Benefit Year anniversary (or N/A);

(ii): 60th – 115th birthday of the Annuitant (or N/A);

b): 0% - 20% of the initial GA plus Purchase Payments received by us within 90 days after the Rider Date (or N/A).

EXPLANATION: The **One Time Step-Up** is the increase to the Guaranteed Amount which occurs after a rider has been held for a certain period of time. The amount of Conforming Withdrawals permissible without voiding the One Time Step-Up may need to change for new customers based upon the cost of hedging the guarantees. The time when the client is eligible is determined by LNL, but is the same for all contract holders of a given class. If LNL does not offer this benefit, each field will show 'N/A'.

PAGE 5

Contract Value Reduces to \$0

...

If the Contract Value is \$0 and the Contract terminates due to the death of all Measuring Lives, no Death Benefit will be paid. However, unless the currently effective death benefit option is the Account Value Death Benefit Option, [a final payment will be made under this Rider. Such payment] (not to be less than \$0) shall be equal to (A) minus (B) minus (C), where:

MAW Annuity Payment Option

...

If this MAW Annuity Payment Option is in effect no Death Benefit will be paid. However, if the death benefit option prior to the Annuity Commencement Date was not the Account Value Death Benefit Option, [a final payment will be made under this Rider. Such payment] (not to be less than \$0) shall be equal to (A) minus (B) minus (C), where:

RANGES:

Lump Sum:... a final payment will be made under this Rider. Such payment...

Installment Refund:... MAW payments will continue to be made under this Rider until the total of all such payments...

EXPLANATION: Under the Contract Value Reduces to \$0 and the MAW Annuity Payment Option, the GMWB is providing a lifetime withdrawal benefit. Under any variable annuity death benefit option other than Account Value, LNL guarantees essentially that the premiums paid by the customer will ultimately be paid back. However, due to accounting rules it is necessary for LNL to retain the right to guarantee either a single lump sum payment, or installment payments, of the remaining benefit after the death of the measuring lives. The choice of providing the remaining benefit as a lump sum guarantee or installment payment guarantee is determined by LNL, but is the same for all contract holders of a given class.

Nursing Home MAW Enhancement

The benefit described in this section is not available until this Contract is MAW-Eligible.

The MAW will be doubled each Benefit Year that each of the following conditions is satisfied:

- a) The applicable Measuring Life has been confined to a Nursing Home, as defined, for at least one day of the applicable Benefit Year, pursuant to a plan of care provided by a licensed health care practitioner. LNL reserves the right to require proof of the continuation of confinement under a current plan of care each Benefit Year.
- b) The applicable Measuring Life has never been confined to any Nursing Home within 12 months before or [60] months after the Rider Date.

RANGE: 6 to 120 months

EXPLANATION: Exclusion b) addresses anti-selection by customers already in or actively in contemplation of entering a nursing home. Experience of such anti-selection would substantially raise the associated expense of this feature for all contract holders, so we reserve the right to increase the length of the exclusion so as to prevent anti-selection. The length of the exclusion may be as short as 6 or as long as 120 months, but shall be the same for all contract holders of a given class.

- c) Confinement of the Measuring Life has continued for at least [90] consecutive days.

RANGE: 30 to 365 days

EXPLANATION: We exclude temporary stays that don't reflect permanent confinement to a nursing home. The length of the minimum qualifying stay may be as short as 30 or as long as 365 days, but will be the same for all contract holders of a given class.

GIB Step-up Date: The date on which an Automatic Step-up of the GIB occurs. For Non-qualified contracts, it is the next Valuation Date after each consecutive [1 year] period measured from the date a GIB Step-up Period begins. For Qualified contracts, it is the Valuation Date of the first Periodic Income Payment date in the calendar year of every [1 year] period measured from the date a GIB Step-up Period begins.

RANGE: 1 year to 5 years

EXPLANATION: The Company may offer GIB Step-ups at different intervals. Generally, more frequent step-ups necessitate shorter step-up periods and/or higher charge rates. The step-up interval(s) available are determined by LNL. Flexibility is necessary to ensure availability in a variety of market conditions. Step-up intervals will be the same for all contract holders of a given class.

GIB Step-up Period: Each [5 year] period during which the GIB will automatically step-up on a GIB Step-Up Date as described in the Automatic Step-Up of the GIB subsection below. The initial GIB Step-up Period begins on the Valuation Date of the Periodic Income Commencement Date anniversary on or immediately following the VAPOR Rider Date.

RANGE: 1 Step-Up Date Frequency (as brief as every 1 year) – 20 years

EXPLANATION: The Company may offer automatic GIB Step-ups Period(s) of varying length. Generally, longer Step-up Periods necessitate higher charge rates. Brief Step-up Periods tend to be less expensive to provide because they allow the Company to raise the current cost (within the limits imposed by the maximum cost rate) to reflect the current cost of providing the step-up. Longer Step-up Periods tend to be more expensive to provide, but provide a guarantee of continued access to step-ups at the current cost and therefore is more valuable to customers. The periods available are determined by LNL. Flexibility is necessary to ensure availability in a variety of market conditions. Step-up Periods will be the same for all contract holders of a given class.

Automatic Step-up of the GIB

On each GIB Step-up Date, the GIB will automatically step-up to the greater of:

- a) [75]% of the Periodic Income Payment; or
- b) the GIB on the Valuation Date immediately prior to the GIB Step-up Date.

RANGE: 60% - 100%

EXPLANATION: Lower guarantees are less expensive to provide because the benefit floor provided by the guarantee is less likely to come into play. Higher guarantees are more expensive to provide because the benefit floor provided by the guarantee is more likely to come into play, and therefore is more valuable to customers. The GIB rate(s) available are determined by LNL. Flexibility is necessary to ensure availability in a variety of market conditions. Available GIB rate(s) will be the same for all contract holders of a given class.

Adjustments to the GIB

Each Withdrawal will reduce the GIB in the same proportion as the amount withdrawn reduces the Account Value on the Valuation Date of the Withdrawal.

An increase in the length of the Access Period will decrease the GIB in the same proportion as the Periodic Income Payment decreases. Any such change will be effective on the Valuation Date of the next Periodic Income Commencement Date anniversary. Any increase in the length of the Access Period is subject to a [5 year] minimum increase.

RANGE: 2 years – 10 years

EXPLANATION: The minimum increase in length of Access Period is determined pursuant to the Variable Annuity Payment Option Rider. This provision reiterates a limit stated elsewhere in the contract.

Termination of this Rider

This Rider will terminate on the date the Contract to which this Rider is attached terminates.

If the GMWB Provision is in effect, the Owner may terminate this Rider upon Written Request any time after the 7th Benefit Year anniversary. If the GMWB Provision is in effect, Rider will also terminate as follows:

RANGE: 2 years – 10 years

EXPLANATION: The early termination of the rider in the GMWB phase imposes substantial administrative and anti-selection costs on the entire block of living benefit riders. This restriction does not impair the ability of contract holders to terminate their entire annuity contract upon written request, but rather impairs the ability of contract holders to terminate this rider and keep the annuity contract in force. Like all variable data, the length of the termination restriction is determined and guaranteed for each rider on its date of issue.

- a) on the Annuity Commencement Date except under the MAW Annuity Payment Option;
- b) on the date the Owner is changed due to death or pursuant to an enforceable divorce agreement or decree, except when Ownership is transferred to the surviving Secondary Life upon death of the Annuitant/Owner;
- c) on the death of the Annuitant if the Single Measuring Life Option is in effect, or on the death of the last surviving Measuring Life if the Joint Measuring Life option is in effect;
- d) on the date both the GA and MAW equal \$0 as the result of a Withdrawal; or
- e) on the GMAB Option Date, if the GMAB is exercised.

If the GIB Provision is in effect, the Owner may terminate this Rider upon Written Request any time after the 3rd anniversary of the effective date of the GIB Provision. The Rider will also terminate on the date the GIB Provision terminates.

RANGE: 2 years to 10 years

EXPLANATION: The early termination of the rider in the GIB phase imposes substantial administrative and anti-selection costs on the entire block of living benefit riders. This restriction does not impair the ability of contract holders to terminate their entire annuity contract upon written request, but rather impairs the ability of contract holders to terminate this rider and keep the annuity contract in force. Like all variable data, the length of the termination restriction is determined and guaranteed for each rider on its date of issue.

The Lincoln National Life Insurance Company



Dennis R. Glass
President

Explanation: The rider will be signed by a President, Vice President, Secretary or Assistant Secretary of LNL. We reserve the right to have the rider actually signed by any such officer of the company as of the Rider Date.

STATEMENT OF VARIABILITY

The Lincoln National Life Insurance Company

Variable Annuity Living Benefits Rider: **AR-512(1-09)**

This statement shows the particular sections and provisions in the above noted insert page forms that contain bracketed items to indicate variability. The variable items are bracketed and followed by a text box with the corresponding range of variability and an explanation for each. No change in variability will be made which in any way expands the scope of the item being changed.

Variable items listed herein may be changed by LNL for new contracts only. The use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Factors that affect LNL's determination of current pricing include reserving guidelines, required capital guidelines, internal capital guidelines, internal profit targets, cost of benefit hedging, expectations of policyholder lapse behavior and mortality, and commission rates.

PAGE 1

Rider Date: **[January 20, 2000]**

RANGE: The actual effective date of the rider.

EXPLANATION: The **Rider Date** shows the effective date of the rider. It may be either the Contract's Issue Date or it may be the date the Rider is added to an inforce annuity.

Guaranteed Maximum Rider Charge: **[1.50%]**

RANGE: 1.00% to 1.50%.

EXPLANATION: The **Guaranteed Maximum Rider Charge** is the highest total annual charge associated with this rider as long as the rider is in force, as determined on the Rider Date. During the GMWB phase, this is the upper limit of the GMWB Charge. During this GMWB phase the rider charge is assessed quarterly, and is $\frac{1}{4}$ the annual charge, times the current Guaranteed Amount. During the GIB phase, this is the upper limit of the GIB Charge, which is included in the daily M&E charge. The Guaranteed Maximum Rider Charge is determined by LNL and may be as low as 1% or as high as 1.5%, but will be the same for all contract holders of given class.

Initial GMWB Charge: **[0.85%]**

RANGE: 0.05% to 1.50%.

EXPLANATION: The **Initial GMWB Charge** is the specific rider charge component resulting from the GMWB provision on the Rider Date. The GMWB Charge is determined by LNL, but is the same for all contract holders of a given class. It is described as Initial because it may change on future Benefit Anniversaries as described in the GMWB Charge section of the GMWB provision.

PAGE 2

Enhancement Rate: **[5%]**

RANGE: 3% - 7%

Explanation: The **Enhancement Rate** is the minimum rate by which the Guaranteed Amount grows for contract years when no withdrawals are taken and during the Enhancement Period. The Enhancement Rate is determined by LNL, but is the same for all contract holders of given class.

Enhancement Period: **[10]** Years

RANGE: 5 - 20

EXPLANATION: The **Enhancement Period** is the period during which the Guaranteed Amount grows by at least the Enhancement Rate for contract years when no withdrawals are taken. The Enhancement Period is determined by LNL, but is the same for all contract holders of given class.

PAGE 2, continued

MAW Rate: [5]%

RANGE: 3% - 10%

EXPLANATION: The **MAW Rate** is the percent of the Guaranteed Amount which may be withdrawn as a GMWB benefit for the lifetime of the Annuitant once minimum age requirements are met. The MAW Rate is determined by LNL, but is the same for all contract holders of a given class.

One Time Step-Up Percentage: [200]%

RANGE: 150% - 300% or Not Applicable

EXPLANATION: The **One Time Step-Up Percentage** is a multiple of the initial Guaranteed Amount, to which the Guaranteed Amount (adjusted for permitted withdrawals) may be adjusted after a period of time provided by the One Time Step-Up Percentage. It provides a guarantee that under specified conditions, the Guaranteed Amount will have risen to a predictable level by a certain date. The One Time Step-Up Percentage is determined by LNL, but is the same for all contract holders of a given class. If LNL does not offer this benefit, this field will show 'Not Applicable'.

GMWB Measuring Life Option: [Single]

Range: Single or Joint

EXPLANATION: The **GMWB Measuring Life Option** reflects the number of Measuring Lives during which the minimum withdrawal benefit is guaranteed. Because the Measuring Life Option (and the identity of the Measuring Lives themselves) may be changed at the commencement of the GIB phase, this option is specifically for the GMWB phase. Although the charge doesn't vary when the Joint option is elected, guaranteed withdrawals (MAW) may not commence until a later age.

MAW-Eligible means the Annuitant is at least age [59½] when the Single Measuring Life Option is in effect or both Measuring Lives are at least age [65] when the Joint Measuring Life Option is in effect.

Range: 45 to 75

EXPLANATION: Eligibility for the guaranteed minimum withdrawal benefit begins at a different age for single and joint measuring lives because LNL has chosen to keep the charge constant for single and joint options. This reflects the longer total life expectancy of joint lives over a single life. These ages may vary between 45 and 75, as determined by LNL, but will be the same for all contract holders of a given class.

Pre-MAW-Eligible means the Annuitant is not at least age [59½] when the Single Measuring Life Option is in effect or any Measuring Life is not at least age [65] when the Joint Measuring Life Option is in effect.

Range: 45 to 75

EXPLANATION: Eligibility for the guaranteed minimum withdrawal benefit begins at a different age for single and joint measuring lives because LNL has chosen to keep the charge constant for single and joint options. This reflects the longer total life expectancy of joint lives over a single life. These ages may vary between 45 and 75, as determined by LNL, but will be the same for all contract holders of a given class.

PAGE 3

Maximum GA

The GA is subject to a \$[10,000,000] maximum of the combined GA values for all LNL annuity contracts, including annuity contracts with an affiliated company, for which the Annuitant and Secondary Life, if applicable, is a Measuring Life.

RANGE: \$2,000,000 - \$50,000,000

EXPLANATION: The Maximum GA reflects our ability to efficiently reinsure the risk presented by providing guaranteed minimum withdrawal benefits to any given Measuring Life. The amount, determined by LNL, may vary between \$2,000,000 and \$50,000,000, but is the same for all contract holders of a given class.

Enhancement (to the GA)

On the first Valuation Date of each Benefit Year after the first Benefit Year, the GA will automatically be increased by the GA times the Enhancement Rate if each of the following conditions is satisfied:

- a) The preceding Benefit Year is during the Enhancement Period, which begins on the Rider Date and restarts upon an Automatic Annual Step-Up of the GA.
- b) No Withdrawal occurred in the preceding Benefit Year.
- c) All Measuring Lives are under age [86].
- d) An Automatic Annual Step-Up (of the GA), as described below, has occurred since the most recent pre-MAW-Eligible Withdrawal, if any.

RANGE: 60 - 115

EXPLANATION: The **Enhancement** is the percent increase to the Guaranteed Amount which occurs each year that there is no withdrawal and the client is under a certain age. The maximum enhancement age is determined by LNL, but is the same for all contract holders of a given class.

Automatic Annual Step-Up (of the GA)

Upon an Automatic Annual Step-Up, the GA is increased to equal the Contract Value.

Any Automatic Annual Step-Up will occur after determination of any Enhancement and One Time Step-Up, if any, that may occur on the first Valuation Date of each Benefit Year after the first Benefit Year. An Automatic Annual Step-Up will occur only if each the following conditions are satisfied:

- a) All Measuring Lives as of that Valuation Date are under age [86].
- b) The Contract Value as of that Valuation Date is greater than the GA after any Enhancement and any One Time Step-Up.

RANGE: 60 - 115

EXPLANATION: The **Automatic Annual Step-Up** is the increase to the Guaranteed Amount which occurs each year that the client is under a certain age. The maximum step-up age is determined by LNL, but is the same for all contract holders of a given class.

PAGE 4

One Time Step-Up (of the GA)

Upon a One Time Step-Up, the GA is increased to the sum of (i) Initial GA, plus (ii) Purchase Payments received by us within 90 days after the Rider Date, less (iii) any Conforming Withdrawals after the Rider Date ((i)+(ii)-(iii)), times the One Time Step-Up Percentage shown in this Rider, if any.

The One Time Step-Up occurs after determination of any Enhancement on the later of (i) the [10th] Benefit Year anniversary, or (ii) the Benefit Year anniversary after the [65th] birthday of the younger Measuring Life.

The One Time Step-Up will not occur if any of the following conditions is satisfied:

- a) The One Time Step-Up would not be an increase of the GA.
- b) The total amount of Conforming Withdrawals between the Rider Date and the date of the One Time Step-Up is greater than [10]% of the initial GA plus Purchase Payments received by us within 90 days after the Rider Date.
- c) Any Excess Withdrawals have been taken.

RANGES:

(i): 5th – 20th Benefit Year anniversary (or N/A);

(ii): 60th – 115th birthday of the Annuitant (or N/A);

b): 0% - 20% of the initial GA plus Purchase Payments received by us within 90 days after the Rider Date (or N/A).

EXPLANATION: The **One Time Step-Up** is the increase to the Guaranteed Amount which occurs after a rider has been held for a certain period of time. The amount of Conforming Withdrawals permissible without voiding the One Time Step-Up may need to change for new customers based upon the cost of hedging the guarantees. The time when the client is eligible is determined by LNL, but is the same for all contract holders of a given class. If LNL does not offer this benefit, each field will show 'N/A'.

PAGE 5

Contract Value Reduces to \$0

...

If the Contract Value is \$0 and the Contract terminates due to the death of all Measuring Lives, no Death Benefit will be paid. However, unless the currently effective death benefit option is the Account Value Death Benefit Option, [a final payment will be made under this Rider. Such payment] (not to be less than \$0) shall be equal to (A) minus (B) minus (C), where:

MAW Annuity Payment Option

...

If this MAW Annuity Payment Option is in effect no Death Benefit will be paid. However, if the death benefit option prior to the Annuity Commencement Date was not the Account Value Death Benefit Option, [a final payment will be made under this Rider. Such payment] (not to be less than \$0) shall be equal to (A) minus (B) minus (C), where:

RANGES:

Lump Sum:... a final payment will be made under this Rider. Such payment...

Installment Refund:... MAW payments will continue to be made under this Rider until the total of all such payments...

EXPLANATION: Under the Contract Value Reduces to \$0 and the MAW Annuity Payment Option, the GMWB is providing a lifetime withdrawal benefit. Under any variable annuity death benefit option other than Account Value, LNL guarantees essentially that the premiums paid by the customer will ultimately be paid back. However, due to accounting rules it is necessary for LNL to retain the right to guarantee either a single lump sum payment, or installment payments, of the remaining benefit after the death of the measuring lives. The choice of providing the remaining benefit as a lump sum guarantee or installment payment guarantee is determined by LNL, but is the same for all contract holders of a given class.

Nursing Home MAW Enhancement

The benefit described in this section is not available until this Contract is MAW-Eligible.

The MAW will be doubled each Benefit Year that each of the following conditions is satisfied:

- a) The applicable Measuring Life has been confined to a Nursing Home, as defined, for at least one day of the applicable Benefit Year, pursuant to a plan of care provided by a licensed health care practitioner. LNL reserves the right to require proof of the continuation of confinement under a current plan of care each Benefit Year.
- b) The applicable Measuring Life has never been confined to any Nursing Home within 12 months before or [60] months after the Rider Date.

RANGE: 6 to 120 months

EXPLANATION: Exclusion b) addresses anti-selection by customers already in or actively in contemplation of entering a nursing home. Experience of such anti-selection would substantially raise the associated expense of this feature for all contract holders, so we reserve the right to increase the length of the exclusion so as to prevent anti-selection. The length of the exclusion may be as short as 6 or as long as 120 months, but shall be the same for all contract holders of a given class.

- c) Confinement of the Measuring Life has continued for at least [90] consecutive days.

RANGE: 30 to 365 days

EXPLANATION: We exclude temporary stays that don't reflect permanent confinement to a nursing home. The length of the minimum qualifying stay may be as short as 30 or as long as 365 days, but will be the same for all contract holders of a given class.

GIB Step-up Date: The date on which an Automatic Step-up of the GIB occurs. For Non-qualified contracts, it is the next Valuation Date after each consecutive [1 year] period measured from the date a GIB Step-up Period begins. For Qualified contracts, it is the Valuation Date of the first Periodic Income Payment date in the calendar year of every [1 year] period measured from the date a GIB Step-up Period begins.

RANGE: 1 year to 5 years

EXPLANATION: The Company may offer GIB Step-ups at different intervals. Generally, more frequent step-ups necessitate shorter step-up periods and/or higher charge rates. The step-up interval(s) available are determined by LNL. Flexibility is necessary to ensure availability in a variety of market conditions. Step-up intervals will be the same for all contract holders of a given class.

GIB Step-up Period: Each [5 year] period during which the GIB will automatically step-up on a GIB Step-Up Date as described in the Automatic Step-Up of the GIB subsection below. The initial GIB Step-up Period begins on the Valuation Date of the Periodic Income Commencement Date anniversary on or immediately following the VAPOR Rider Date.

RANGE: 1 Step-Up Date Frequency (as brief as every 1 year) – 20 years

EXPLANATION: The Company may offer automatic GIB Step-ups Period(s) of varying length. Generally, longer Step-up Periods necessitate higher charge rates. Brief Step-up Periods tend to be less expensive to provide because they allow the Company to raise the current cost (within the limits imposed by the maximum cost rate) to reflect the current cost of providing the step-up. Longer Step-up Periods tend to be more expensive to provide, but provide a guarantee of continued access to step-ups at the current cost and therefore is more valuable to customers. The periods available are determined by LNL. Flexibility is necessary to ensure availability in a variety of market conditions. Step-up Periods will be the same for all contract holders of a given class.

Automatic Step-up of the GIB

On each GIB Step-up Date, the GIB will automatically step-up to the greater of:

- a) [75]% of the Periodic Income Payment; or
- b) the GIB on the Valuation Date immediately prior to the GIB Step-up Date.

RANGE: 60% - 100%

EXPLANATION: Lower guarantees are less expensive to provide because the benefit floor provided by the guarantee is less likely to come into play. Higher guarantees are more expensive to provide because the benefit floor provided by the guarantee is more likely to come into play, and therefore is more valuable to customers. The GIB rate(s) available are determined by LNL. Flexibility is necessary to ensure availability in a variety of market conditions. Available GIB rate(s) will be the same for all contract holders of a given class.

Adjustments to the GIB

Each Withdrawal will reduce the GIB in the same proportion as the amount withdrawn reduces the Account Value on the Valuation Date of the Withdrawal.

An increase in the length of the Access Period will decrease the GIB in the same proportion as the Periodic Income Payment decreases. Any such change will be effective on the Valuation Date of the next Periodic Income Commencement Date anniversary. Any increase in the length of the Access Period is subject to a [5 year] minimum increase.

RANGE: 2 years – 10 years

EXPLANATION: The minimum increase in length of Access Period is determined pursuant to the Variable Annuity Payment Option Rider. This provision reiterates a limit stated elsewhere in the contract.

Termination of this Rider

This Rider will terminate on the date the Contract to which this Rider is attached terminates.

If the GMWB Provision is in effect, the Owner may terminate this Rider upon Written Request any time after the 7th Benefit Year anniversary. If the GMWB Provision is in effect, Rider will also terminate as follows:

RANGE: 2 years – 10 years

EXPLANATION: The early termination of the rider in the GMWB phase imposes substantial administrative and anti-selection costs on the entire block of living benefit riders. This restriction does not impair the ability of contract holders to terminate their entire annuity contract upon written request, but rather impairs the ability of contract holders to terminate this rider and keep the annuity contract in force. Like all variable data, the length of the termination restriction is determined and guaranteed for each rider on its date of issue.

- a) on the Annuity Commencement Date except under the MAW Annuity Payment Option;
- b) on the date the Owner is changed due to death or pursuant to an enforceable divorce agreement or decree, except when Ownership is transferred to the surviving Secondary Life upon death of the Annuitant/Owner;
- c) on the death of the Annuitant if the Single Measuring Life Option is in effect, or on the death of the last surviving Measuring Life if the Joint Measuring Life option is in effect; or
- d) on the date both the GA and MAW equal \$0 as the result of a Withdrawal.

If the GIB Provision is in effect, the Owner may terminate this Rider upon Written Request any time after the 3rd anniversary of the effective date of the GIB Provision. The Rider will also terminate on the date the GIB Provision terminates.

RANGE: 2 years to 10 years

EXPLANATION: The early termination of the rider in the GIB phase imposes substantial administrative and anti-selection costs on the entire block of living benefit riders. This restriction does not impair the ability of contract holders to terminate their entire annuity contract upon written request, but rather impairs the ability of contract holders to terminate this rider and keep the annuity contract in force. Like all variable data, the length of the termination restriction is determined and guaranteed for each rider on its date of issue.

The Lincoln National Life Insurance Company


President

Explanation: The rider will be signed by a President, Vice President, Secretary or Assistant Secretary of LNL. We reserve the right to have the rider actually signed by any such officer of the company as of the Rider Date.