

SERFF Tracking Number: PRUD-126096667 State: Arkansas
 Filing Company: Lincoln Benefit Life Company State Tracking Number: 42026
 Company Tracking Number: IRA ENDORSEMENT -LINCOLN
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
 Variable and Variable
 Product Name: IRA ENDORSEMENT -LINCOLN
 Project Name/Number: IRA ENDORSEMENT -LINCOLN/IRA ENDORSEMENT -LINCOLN

Filing at a Glance

Company: Lincoln Benefit Life Company

Product Name: IRA ENDORSEMENT - LINCOLN SERFF Tr Num: PRUD-126096667 State: Arkansas

TOI: A02.11 Individual Annuities- Deferred Non- Variable and Variable SERFF Status: Closed-Approved- Closed State Tr Num: 42026

Sub-TOI: A02.11.002 Flexible Premium Co Tr Num: IRA ENDORSEMENT - LINCOLN State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Authors: John Witteman, Anthony Pereira, Carolyn Cargnel, Pamela Bonaparte-Golding

Disposition Date: 04/03/2009

Date Submitted: 04/01/2009

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: IRA ENDORSEMENT -LINCOLN

Status of Filing in Domicile: Pending

Project Number: IRA ENDORSEMENT -LINCOLN

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

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: 04/03/2009

Explanation for Other Group Market Type:

State Status Changed: 04/03/2009

Deemer Date:

Created By: Pamela Bonaparte-Golding

Submitted By: Pamela Bonaparte-Golding

Corresponding Filing Tracking Number:

Filing Description:

VIA: SERFF

April 1, 2009

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Honorable Jay Bradford, Insurance Commissioner
Life and Health Division
Arkansas Insurance Department
200 West Third Street
Little Rock, AR 72201

Attn Claudia Meeks, Rates and Form Filings

Re: Lincoln Benefit Life Company ("Lincoln Benefit" "we" "our" "us")
NAIC # 008-65595 FEIN No.47-0221457

REPLACEMENT FILING

Roth IRA Annuity Endorsement: Form A-LB-END-IRA(2/09)

Dear Ms. Meeks:

Lincoln Benefit respectfully submits for your information the referenced Endorsement. The Endorsement is filed to replace any prior filed IRA Endorsement Form. Enclosed is a copy of the authorization letter granting authority to Pruco Life Insurance Company to prepare and transmit filings on behalf of Lincoln Benefit.

This Endorsement will be used so that annuities may qualify as Individual Retirement Annuities under the requirements set forth by the Internal Revenue Code. The Endorsement will be used with both previously approved and any future individual annuity contracts and group certificates evidencing participation in contracts, both fixed and variable, to be issued by Lincoln Benefit.

Any brackets in the application indicate that we reserve the right to change the information shown within brackets, without re-filing with your Department, based on new business requirements. Any other filing materials Lincoln Benefit believes you require are enclosed. Unless otherwise informed, we reserve the right to alter the layout, color, sequential order, and typeface of these forms. Lincoln Benefit certifies that any such change will be in conformance with your requirements. Lincoln Benefit also believes that these forms are exempt from any "Flesch Score" or readability requirements or regulations under the provision exempting contracts filed as securities under federal law, because this Rider will be used with contracts that are so exempted.

Since we must comply with IRS requirements, we would appreciate an expedited review and acknowledgment of this filing. Should you have any questions concerning this submission, please contact the undersigned as indicated below.

Very truly yours,

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Pamela Bonaparte-Golding
 Contract Specialist
 Phone: (203) 944-7544
 Email: pamela.bonaparte-golding@prudential.com
 Fax: (203) 944-7737
 Enclosures

Company and Contact

Filing Contact Information

Anthony Pereira, Senior Compliance Analyst Anthony.Pereira@Prudential.com
 One Corporate Drive 800-628-6039 [Phone] 57146 [Ext]
 P.O. Box 883 203-944-7510 [FAX]
 Shelton, CT 06484

Filing Company Information

Lincoln Benefit Life Company CoCode: 65595 State of Domicile: Nebraska
 2940 South 84th Street Group Code: 8 Company Type: Life
 Lincoln, NE 68506 Group Name: Lincoln Benefit Life State ID Number:
 Co
 (800) 525-9287 ext. [Phone] FEIN Number: 47-0221457

Filing Fees

Fee Required? Yes
 Fee Amount: \$25.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Lincoln Benefit Life Company	\$25.00	04/01/2009	26875590

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	04/03/2009	04/03/2009

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Disposition

Disposition Date: 04/03/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Cover letter		Yes
Supporting Document	Third Party Authorization		Yes
Supporting Document	Filing Fee Form		Yes
Supporting Document	Certification		Yes
Form	Individual Retirement Annuity Endorsement		Yes

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Form Schedule

Lead Form Number: A-LB-END-IRA(2/09)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	A-LB-END-IRA(2/09)	Policy/Contract	Individual Retirement Annuity Endorsement	Initial		0.000	A-LB-END-IRA_2-09_.pdf
			Certificate: Amendment, Insert Page, Endorsement or Rider				

LINCOLN BENEFIT LIFE COMPANY

INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

This Endorsement is made a part of your Annuity.

Your Annuity is amended at your request so that it may qualify as an Individual Retirement Annuity ("IRA") under Section 408 of the Internal Revenue Code, as amended (the "Code"). If the terms of this Endorsement conflict with the Annuity (including any schedules, endorsements, riders or amendments that are made a part of your Annuity), the provisions of this Endorsement shall control. This Endorsement contains numerous references to various Code sections, Income Tax Regulations and Internal Revenue Service ("IRS") rulings and notices. Such references are subject to change and this Endorsement will follow the most current guidelines. Capitalized terms are as defined in the Annuity or this Endorsement. Any reference to specific limits, definitions, or tables under the Code or Income Tax Regulations shall include any applicable successor or replacement limit, definition, or table. We may amend your Annuity or this Endorsement to comply with applicable tax requirements. Your consent to any such changes will be sought only if required by the state in which the Annuity was issued. Should you not consent to such changes, you may not continue the Annuity as an IRA. This Endorsement supersedes any previous IRA Endorsement that may have been provided with your Annuity. Your Annuity and this Endorsement do not constitute a plan document.

Should you exercise the Right to Cancel provision of your Annuity within seven (7) days after you receive your Annuity, you will receive a refund. The refund will be equal to the greater of: (1) a full refund of the Purchase Payment and (2) the current Account Value of the Annuity. After seven (7) days, the terms of your right to cancel will revert back to the terms of the Right to Cancel provision of your Annuity. Please refer to the Right to Cancel provision of your Annuity for additional information.

Exclusive Benefit – The Annuity is established for the exclusive benefit of you and any Beneficiary.

Designated Beneficiary – Designated Beneficiary shall have the meaning provided under the Code and any applicable regulations.

Owner/Participant – The term "Owner" may be referred to as "Participant" in your Annuity. Except where otherwise indicated or required by law, references to "you" or "your" in this Endorsement shall be understood to mean the IRA Owner or a surviving Spouse that elects to treat the Annuity as his or her own IRA.

Prohibition of Loans – Loans are not available. Any loan provision of your Annuity of which this Endorsement is made a part is hereby deleted.

Code and Other Restrictions:

1. **Restrictions on Designations** – The "IRA Owner" is an individual who is the sole Owner, the Annuitant, and a measuring life. These designations may not be changed except as permitted by law.
2. **Nontransferability** – This Annuity may not be sold, transferred, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose, to any person other than Lincoln Benefit Life Company. This Annuity is not transferable. The requirements of this section shall not be deemed to preclude a transfer to a Spouse or former Spouse under a divorce or separation instrument.
3. **Fixed Premiums** - This Annuity does not require fixed premiums.

4. **Nonforfeitability** – Your interest in the Annuity, and that of any Beneficiary following your death, may not be forfeited.
5. **Annuity Option** – If you choose an annuity option, it must provide payments that will at least equal the required minimum distributions under the Code. The distribution period chosen cannot exceed the periods specified in section 1.401(a)(9)-6 of the Income Tax Regulations.

After the IRA Owner's death, all payments made under an annuity option providing payments based on joint lives must be made to the surviving measuring life while the surviving measuring life is alive.

Contributions

Maximum Permissible Amount – A contribution permitted under the Annuity (“Contribution”) is an amount paid to us in cash which, except as noted below, does not exceed \$4,000 for any taxable year beginning in 2005 through 2007; \$5,000 for any taxable year beginning in 2008 and years thereafter.

(a) After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 219(b)(5)(D). Such adjustments will be made in multiples of \$500. A Contribution in the form of a non-taxable transfer or a rollover as described in Code sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16) or a contribution made in accordance with the terms of a Simplified Employee Pension under Code section 408(k) is not subject to the contribution limits described above. No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Section 408(p) of the Code. Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the individual first participated in that employer's SIMPLE IRA plan. Finally, no contributions will be accepted from a Designated Beneficiary under an inherited IRA (other than a surviving Spouse that has elected to treat the Annuity as his or her own IRA).

(b) In the case of an individual who is 50 or older, the annual cash contribution limit is increased by \$500 for 2005; and \$1,000 for any taxable year beginning in 2006 and years thereafter.

(c) In addition to the amounts described in paragraphs (a) and (b) above, an individual who was a participant in a § 401(k) plan of a certain employer in bankruptcy described in Code § 219(b)(5)(C) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only. An individual who makes contributions under this paragraph (c) may not also make contributions under paragraph (b).

However, notwithstanding the dollar limits on contributions, an individual may make a repayment of a qualified reservist distribution described in Code § 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.

Distributions

1. **Required Minimum Distributions** – Required minimum distributions (“Minimum Distributions”) shall be made in accordance with the requirements of Code section 408(b)(3), including the incidental death benefit requirements of Code section 401(a)(9)(G), and the corresponding regulations, the provisions of which are incorporated herein by reference. The Minimum Distribution amounts applicable to you may depend on other annuities, savings or investments of which we are unaware. Required Minimum Distributions must be calculated separately for each IRA. However, you may satisfy the Minimum Distribution requirements under the applicable sections of the Code by receiving a distribution from one IRA that is equal to the amount required to satisfy the minimum Distribution Requirements for other IRAs. We calculate required Minimum Distributions only with respect to this

Annuity. You may elect to have the Minimum Distribution paid out monthly, quarterly, semi-annually or annually. Required Minimum Distributions must be made in intervals of no longer than one year. The entire interest under the Annuity, including any increases as required by Q&A 14 of section 1.401(a)(9)-6 of the Income Tax Regulations and the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and 8 of section 1.408-8 of the Income Tax Regulations, must be distributed or begin to be distributed no later than April 1 following the calendar year in which you attain age 70 ½ or such later date as permitted by law ("Required Beginning Date"). The first required payment can be made as late as the Required Beginning Date and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

Each Minimum Distribution will be taken from the allocation options you select. Your selection may be subject to any investment and/or withdrawal limitations applicable to any benefit or program in which you participate under the Annuity. However, the portion of any Minimum Distribution that can be taken from any Fixed Rate Options may not exceed the then current ratio between your Account Value in all Fixed Rate Options you maintain and your total Account Value.

No contingent deferred sales charge is assessed against amounts withdrawn as part of a program designed to distribute Minimum Distributions over your life or life expectancy, but only to the extent of the Minimum Distribution required to be distributed from your Annuity at the time it is taken. The contingent deferred sales charge may apply to additional amounts withdrawn to meet Minimum Distribution requirements in relation to other retirement programs you may maintain.

Amounts withdrawn as Minimum Distributions are considered to come first from the amounts available as a free withdrawal as of the date of the yearly calculation of the Minimum Distribution amount. Minimum Distributions over that amount to meet the requirements based on your Annuity are not deemed to be a liquidation of Purchase Payments.

Prior to the Required Beginning Date, you may elect to have the balance in the Annuity distributed under one of the following methods or any other method we may make available at such time that meets the requirements of the Code and the underlying regulations:

- (a) a lump sum payment;
- (b) payments over your life;
- (c) payments over your life and the life of a Designated Beneficiary;
- (d) payments over a specified period that may not be longer than your life expectancy;
- (e) payments over a specified period that may not be longer than the joint life and last survivor expectancy of you and the Designated Beneficiary.

After the Annuity Date, distributions must be in the form of periodic payments and must be either nonincreasing or may increase only as provided in Q&A 14 of section 1.401(a)(9)-6 of the Income Tax Regulations.

If by the Required Beginning Date, you have not elected annuity payments under one of the available methods, you must begin taking Minimum Distributions from this IRA or another savings vehicle subject to the Minimum Distribution requirements equal to the quotient obtained by dividing the entire interest under the IRA as of the end of the preceding year by the distribution period in the Uniform Lifetime Table in Q&A-2 of section 1.401(a)(9)-9 of the Income Tax Regulations, using your age as of your birthday in the applicable year. If the sole Designated Beneficiary of the IRA is your surviving Spouse and such Spouse is more than 10 years younger than you, you may elect to have the distribution period determined under the Joint and Last Survivor Table in Q&A-3 of section 1.401(a)(9)-9, using the ages as of your and your Spouse's birthdays in the applicable year.

2. Distributions Upon or After the Death of the Owner

- (a) **Death On or After the Required Beginning Date** – If your death occurs on or after the Required Beginning Date (and paragraph (c) below does not apply), the remaining portion of your interest will be distributed at least as rapidly as follows:
- (i) If a Designated Beneficiary is someone other than your surviving Spouse, the remaining interest will be distributed over the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the Beneficiary's age as of his or her birthday in the calendar year following the calendar year of your death, or over a period described in paragraph 2(a)(iii) below if longer.
 - (ii) If the sole Designated Beneficiary is your surviving Spouse, the remaining interest will be distributed over such Spouse's life expectancy or over the period described in paragraph 2(a)(iii) below if longer. Any interest remaining after such Spouse's death will be distributed over such Spouse's remaining life expectancy determined using the Spouse's age as of his or her birthday in the calendar year of the Spouse's death, or, if the distributions are being made over the period described in paragraph 2(a)(iii) below, over such period.
 - (iii) If there is no Designated Beneficiary, or if applicable by operation of paragraph 2(a)(i) or 2(a)(ii) above, the remaining interest will be distributed over your remaining life expectancy determined using your age as of your birthday in the calendar year of your death.
 - (iv) The amount to be distributed each year under paragraph 2(a)(i), 2(a)(ii) or 2(a)(iii) beginning with the calendar year following the calendar year of your death, is the quotient obtained by dividing the value of the IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of section 1.401(a)(9)-9 of the Income Tax Regulations.
 - (v) If the distributions are being made to a surviving Spouse as the sole Designated Beneficiary, such Spouse's remaining life expectancy for a calendar year is the number in the Single Life Table corresponding to such Spouse's age in the applicable year. In all other cases, remaining life expectancy for a calendar year is the number in the Single Life Table corresponding to the Beneficiary's or individual's age in the calendar year specified in paragraph 2(a)(i), 2(a)(ii) or 2(a)(iii) and reduced by 1 for each subsequent year. In most cases, distributions under any option chosen can be taken more rapidly than is required under the Code.
- (b) **Death After Annuity Payments Commence** – If distributions irrevocably commenced (except for acceleration) to you over a period permitted and in an annuity form acceptable under Q&A-2 of section 1.401(a)(9)-6 of the Income Tax Regulations, benefits will continue to be paid at least as rapidly as under the distribution method then in effect.
- (c) **Death Before the Required Beginning Date** – If your death occurs before the Required Beginning Date and distributions have not irrevocably commenced (except for acceleration) to you over a period permitted and in an annuity form acceptable under Q&A-2 of section 1.401(a)(9)-6 of the Income Tax Regulations, your entire interest in the Annuity will become payable upon receipt of due proof of death under one of the alternative methods described below or one of the Code section 401(a)(9)-compliant methods made available by us at such time:
- (i) If the Designated Beneficiary is someone other than your surviving Spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of your death, over the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the calendar year following the calendar year of your death, or, if elected, in accordance with paragraph 2(c)(iii) below.

- (ii) If the sole Designated Beneficiary is your surviving Spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70 ½, if later), over such Spouse's life, or, if elected, in accordance with paragraph 2(c)(iii) below. If the surviving Spouse dies before distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the Spouse's death, over the Spouse's Designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the calendar year following the death of the Spouse, or, if elected, will be distributed in accordance with paragraph 2(c)(iii) below. If the surviving Spouse dies after distributions are required to begin, any remaining interest will be distributed over the Spouse's remaining life expectancy determined using the Spouse's age as of his or her birthday in the year of the Spouse's death.
- (iii) If there is no Designated Beneficiary, or if applicable by operation of paragraph 2(c)(i) or 2(c)(ii) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of your death (or of the Spouse's death in the case of the surviving Spouse's death before distributions are required to begin under paragraph 2(c)(ii) above).
- (iv) The amount to be distributed each year under paragraph 2(c)(i) or 2(c)(ii) is the quotient obtained by dividing the value of the IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving Spouse as the sole Designated Beneficiary, such Spouse's remaining life expectancy for a calendar year is the number in the Single Life Table corresponding to such Spouse's age in the applicable calendar year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's or individual's age in the calendar year specified in paragraph 2(c)(i) or 2(c)(ii) and reduced by 1 for each subsequent year.
- (v) A lump sum distribution. This option must be exercised by the end of the calendar year containing the fifth anniversary of your death.

You may elect the method. If no choice is made, the Beneficiary may make the election. Except as noted below, if no election is made on or before December 31 of the calendar year immediately following the calendar year of your death, the amount to be distributed will be payable immediately thereafter pursuant to paragraph 2(c)(iii).

- (d) **When Required Distributions Commence** – For purposes of paragraphs 2(a) and (b) above, required distributions are considered to commence on the individual's Required Beginning Date or, if applicable, on the date distributions are required to begin to the surviving Spouse under paragraph 2(c)(ii) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Code section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.
- (e) **Surviving Spouse as Designated Beneficiary** – If the sole Designated Beneficiary is your surviving Spouse, the Spouse may treat the Annuity as his or her own IRA provided the Spouse meets the requirements of the terms of your Annuity. Except as may be required by law, all provisions of this Annuity that do not specifically terminate upon your death will then be applied to the Spouse. This election will be deemed to have been made if such surviving Spouse makes a regular IRA contribution to the Annuity, makes a rollover to or from the Annuity, or fails to elect any of the above Minimum Distribution methods or any other method we make available at such time. This election is not available if annuity payments have commenced.

“Interest” Defined – The “interest” in the Annuity includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and –8 of Section 1.408-8 of the Income Tax Regulations. Also, prior to the date that annuity payments commence on an irrevocable basis (except for acceleration) the “interest” in the Annuity includes the actuarial value of any other benefits provided under the Annuity, such as guaranteed death benefits, unless otherwise provided by applicable federal tax law.

Annual Reports – We shall furnish annual calendar year reports concerning the status of the IRA and such information concerning required Minimum Distributions as is prescribed by the Commissioner of Internal Revenue.

LINCOLN BENEFIT LIFE COMPANY



[_____]
Secretary



[_____]
President

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Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: Lincoln Benefit also believes that these forms are exempt from any "Flesch Score" or readability requirements or regulations under the provision exempting contracts filed as securities under federal law, because this Endorsement will be used with contracts that are so exempted.		

Comments:

	Item Status:	Status Date:
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Bypassed - Item: Application		
Bypass Reason: Not applicable to this filing.		
Comments:		

	Item Status:	Status Date:
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Bypassed - Item: Life & Annuity - Acturial Memo		
Bypass Reason: Not applicable to this filing.		
Comments:		

	Item Status:	Status Date:
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Satisfied - Item: Cover letter		
Comments:		
Attachment: IRA 2009 LINCOLN letter Arkansas.pdf		

	Item Status:	Status Date:
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Satisfied - Item: Third Party Authorization		
Comments:		

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Attachment:

LINCOLN BENEFIT Pru Letter of authorization.pdf

Item Status:

Status

Date:

Satisfied - Item: Filing Fee Form

Comments:

Attachment:

AR - 7a Filing fee form.pdf

Item Status:

Status

Date:

Satisfied - Item: Certification

Comments:

Attachment:

AR - 7 certification.pdf



Pruco Life Insurance Company
One Corporate Drive
Shelton, CT 06484
(203) 925-7197

VIA: SERFF

April 1, 2009

Honorable Jay Bradford, Insurance Commissioner
Life and Health Division
Arkansas Insurance Department
200 West Third Street
Little Rock, AR 72201

Attn Claudia Meeks, Rates and Form Filings

Re: Lincoln Benefit Life Company ("Lincoln Benefit" "we" "our" "us")
NAIC # 008-65595 FEIN No.47-0221457

REPLACEMENT FILING

Roth IRA Annuity Endorsement: Form A-LB-END-IRA(2/09)

Dear Ms. Meeks:

Lincoln Benefit respectfully submits for your information the referenced Endorsement. The Endorsement is filed to replace any prior filed IRA Endorsement Form. Enclosed is a copy of the authorization letter granting authority to Pruco Life Insurance Company to prepare and transmit filings on behalf of Lincoln Benefit.

This Endorsement will be used so that annuities may qualify as Individual Retirement Annuities under the requirements set forth by the Internal Revenue Code. The Endorsement will be used with both previously approved and any future individual annuity contracts and group certificates evidencing participation in contracts, both fixed and variable, to be issued by Lincoln Benefit.

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Since we must comply with IRS requirements, we would appreciate an expedited review and acknowledgment of this filing. Should you have any questions concerning this submission, please contact the undersigned as indicated below.

Very truly yours,

Pamela Bonaparte-Golding
Contract Specialist
Phone: (203) 944-7544
Email: pamela.bonaparte-golding@prudential.com
Fax: (203) 944-7737
Enclosures



DATE: March 30, 2009
TO: The Insurance Commissioner
RE: **Lincoln Benefit Life Company**
NAIC# 008-65595

Authorization to File Endorsements

Forms: A-LB-END-IRA(2/09)
(And any State Variations Thereto)

This letter will serve as notification to your Department that Pruco Life Insurance Company, and its employees, is authorized to submit the above captioned variable annuity Endorsement and any associated annuity forms behalf of Allstate Life Insurance Company and its affiliates.

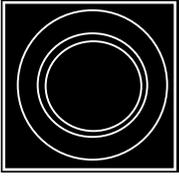
If you have any questions concerning the above, please do not hesitate to contact me at 847.402.2992.

Signature

Karen Burckhardt
Name

Assistant Vice President
Title

March 30, 2009
Date



**ARKANSAS
INSURANCE
DEPARTMENT**

400 University Tower Building
1123 South University Ave.
Little Rock, Arkansas 72204

Lee Douglass
Insurance Commissioner

501-686-2900

ATTN: LIFE & HEALTH DIVISION, ARKANSAS INSURANCE DEPARTMENT

Company Name: Lincoln Benefit Life Company

Company NAIC Code: 65595

Company Contact Person & Telephone # Pamela Bonaparte-Golding 800-628-6039 x47544

INSURANCE DEPARTMENT USE ONLY

ANALYST:_____ AMOUNT:_____ ROUTE SLIP:_____

ALL FEES ARE PER EACH INSURER. PER ANNUAL STATEMENT LINE OF BUSINESS.
UNLESS OTHERWISE INDICATED.

FEE SCHEDULE FOR ADMITTED INSURERS

RATE/FORM FILINGS

Life and/or Disability policy form filing and review, per each policy, contract, annuity form, per each insurer, per each filing.

* ___ x \$ 50 = _____

**Retaliatory___

Life and/or Disability - Filing and review of each rate filing or loss ratio guarantee filing, per each insurer.

* ___ x \$ 50 = ___

**Retaliatory___

Life and/or Disability: Filing and review of Annuity Forms: Filing and review of each certificate, rider, endorsement or application if each is filed separately from the basic form.

* 1 x \$ 25 = \$25__

**Retaliatory ___

Life and/or Disability: Filing and review of Insurer's advertisements, per advertisement, per each insurer.

* ___ x \$ 25 = ___

**Retaliatory___

AMEND CERTIFICATE OF AUTHORITY

Review and processing of information to amend an Insurer's Certificate of Authority.

* ___ x \$400=___

Filing to amend Certificate of Authority.

*** ___ x \$100=___

*THESE FEES ARE PAYABLE UNDER THE NEW FEE SCHEDULE AS OUTLINED UNDER RULE AND REGULATION 57.

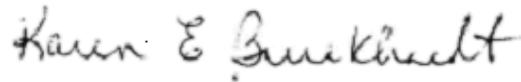
**THESE FEES ARE PAYABLE UNDER THE OLD FEE SCHEDULE AS OUTLINED UNDER ARK. CODE ANN. 23-63-102, RETALIATORY TAX.

***THESE FEES ARE PAYABLE AS REQUIRED IN ARK. ANN. § 23-61-401.

**Lincoln Benefit Life Company
2940 South 84th St
Lincoln, NE 68506**

**STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE**

I hereby certify that Allstate Life Insurance Company complies with the requirements of Rules and Regulation #34 of the Arkansas Insurance Department regarding Form Numbers: A-LB-END-IRA(2/09)



Karen Burckhardt
Assistant Vice President

April 1, 2009
Date