

SERFF Tracking Number: LCNC-126574926 State: Arkansas
Filing Company: The Lincoln National Life Insurance Company State Tracking Number: 45444
Company Tracking Number: AR518(3-10) ET AL
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: VA LTC Amendment/Rider
Project Name/Number: /

Filing at a Glance

Company: The Lincoln National Life Insurance Company

Product Name: VA LTC Amendment/Rider SERFF Tr Num: LCNC-126574926 State: Arkansas
TOI: A02.11 Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 45444
Variable and Variable Closed
Sub-TOI: A02.11.002 Flexible Premium Co Tr Num: AR518(3-10) ET AL State Status: Approved-Closed
Filing Type: Form Reviewer(s): Linda Bird
Authors: Robert Gorey, William Otten Disposition Date: 04/20/2010
Date Submitted: 04/16/2010 Disposition Status: Approved-Closed
Implementation Date Requested: On Approval Implementation Date:
State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Pending
Project Number: 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: 04/20/2010 Explanation for Other Group Market Type:
State Status Changed: 04/20/2010
Deemer Date: Created By: William Otten
Submitted By: William Otten Corresponding Filing Tracking Number:
Filing Description:
April 8, 2010

Hon. Jay Bradford
Commissioner of Insurance
Compliance-Life & Health
Attn: Joe Musgrove
1200 West Third Street

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Little Rock, AR 72201-1904

Re: Individual Variable Annuity Policy Forms/ Long-Term Care Insurance Riders

AR-518(3-10) Long-Term Care Benefit Rider (Level Benefit)
AR-519(3-10) Long-Term Care Benefit Rider (Growth Benefit)
AA-531(3-10) Contract Amendment for LTC Benefit

The Lincoln National Life Insurance Company
Group & NAIC #: 020-65676;

Dear Mr. Musgrove:

We are submitting the above referenced forms for your review and approval. These are new forms and will not replace any forms previously approved by your Department. The forms are issued upon election of a qualified long-term care insurance benefit under a non-qualified fixed and variable flexible premium deferred annuity. The election may be for a new or previously issued contract. Agents must be (i) appointed by the company, (ii) registered representatives supervised by a broker/dealer, and (iii) properly licensed by the state insurance regulator to sell variable annuities and long-term care insurance. The long-term care benefit is not intended to be a "partnership benefit" as defined in your jurisdiction. Issue ages are 35-79.

Form AR-518(3-10) is an individual long-term care benefit rider with a level benefit pool. The rider is guaranteed renewable and explains how LTC benefit limits and LTC premium charges are calculated under the annuity. In conjunction with previously approved annuity contract and LTC coverage forms AE-517(1-10), AR-5321(1-10) and AS533(1-10), it will provide LTC Benefits when qualified long-term care expenses are incurred by the covered life during the period of coverage, subject to the terms and conditions of the contract and all attached policy forms.

Form AR-519(3-10) is an individual long-term care benefit rider with a Long Term Care benefit growth feature. The rider is guaranteed renewable and will provide LTC Benefits for qualified long-term care expenses incurred by the covered life during the period of coverage, subject to the terms and conditions of the rider. In conjunction with previously approved annuity contract and LTC coverage forms AE-517(1-10), AR-5321(1-10) and AS533(1-10), it will provide LTC Benefits when qualified long-term care expenses are incurred by the covered life during the period of coverage, subject to the terms and conditions of the contract and all attached policy forms. LTC Benefits are not payable under the Rider until after the Eligibility Date and the completion of any Deductible Period.

Form AA-531(3-10) is a contract amendment which must be signed and dated by the Contract Owner and received by

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the Company within 45 days of rider delivery. If the Contract Amendment is not returned, the Rider automatically terminates before any Rider Charges have been assessed. This amendment confirms eligibility criteria that is obtained from the client prior to rider issuance and is necessary to support the new business process for variable annuities. We have no alternative or rated plan for customers who do not satisfy our eligibility criteria.

We have bracketed certain items in the forms, indicating their status as variable information, because they may change for new issues of the form in the future. It is our understanding that changes to these items will not require a new form filing. We confirm that these brackets will not actually appear on the forms as issued to customers.

We trust that the information provided is satisfactory and look forward to your response. Should you require any additional information, please feel free to contact me directly at 1-800-258-3648 ext 5620 or via the email address provided below.

Sincerely,

William A. Otten
Director, Product Compliance and State Filing
Email: William.otten@lfg.com

Company and Contact

Filing Contact Information

William Otten, Manager, Product Compliance william.otten@lfg.com
One Granite Place 603-226-5620 [Phone]
Concord, NH 03301

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

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Filing Fees

Fee Required? Yes
Fee Amount: \$105.00
Retaliatory? Yes
Fee Explanation: 3 forms @ \$35 per form
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Lincoln National Life Insurance Company	\$105.00	04/16/2010	35713218
The Lincoln National Life Insurance Company	\$45.00	04/19/2010	35758906

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved- Closed	Linda Bird	04/20/2010	04/20/2010

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	04/19/2010	04/19/2010	William Otten	04/19/2010	04/19/2010

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Disposition

Disposition Date: 04/20/2010

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	No
Supporting Document	Application	No	No
Supporting Document	Life & Annuity - Actuarial Memo	No	No
Supporting Document	Statement of Variability	Yes	Yes
Supporting Document	LTC Personal Worksheet & Outline of Coverage	Yes	Yes
Supporting Document	Certification of Compliance	Yes	Yes
Form	LTC Benefit Rider (level)	Yes	Yes
Form	LTC Benefit Rider (growth)	Yes	Yes
Form	Contract Amendment	Yes	Yes
Rate	rates for AR518(3-10)	Yes	Yes
Rate	rates for AR519(3-10)	Yes	Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 04/19/2010
Submitted Date 04/19/2010
Respond By Date 05/19/2010

Dear William Otten,

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: Regulation 57 was revised effective January 1, 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$45.00 is received.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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Response Letter

Response Letter Status Submitted to State
Response Letter Date 04/19/2010
Submitted Date 04/19/2010

Dear Linda Bird,

Comments:

Response 1

Comments: The requested additional filing fee has been submitted.

Related Objection 1

Comment:

Regulation 57 was revised effective January 1, 2010, the filing fee is now \$50.00 per form. We will hold your filing in a pending status until the additional \$45.00 is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Robert Gorey, William Otten

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Form Schedule

Lead Form Number: AR518(3-10)

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	AR-518(3-10)	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	LTC Benefit Rider (level)	Initial		0.000	AR-518(3-10).pdf
	AR-519(3-10)	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	LTC Benefit Rider (growth)	Initial		0.000	AR-519(3-10).pdf
	AA-531(3-10)	Certificate Amendmen t, Insert Page, Endorseme nt or Rider	Contract Amendment	Initial		0.000	AA-531(3-10).pdf

LONG-TERM CARE BENEFITS

The Lincoln National Life Insurance Company (the "Company"), in consideration of LTC Charges paid and the Owner's affirmations and agreement to the statements on the Contract Amendment for LTC Benefits attached to this Contract, agrees to provide the benefits described in this Rider in accordance with all the terms and conditions of this Rider and the entire Contract to which it is attached including the Long-Term Care Coverage Endorsement and Contract Amendment for LTC Benefits. READ THIS RIDER AND THE ATTACHED LONG-TERM CARE COVERAGE ENDORSEMENT AND CONTRACT AMENDMENT FOR LTC BENEFITS CAREFULLY. This Rider is made part of the Contract to which it is attached. Except as stated below, this Rider is subject to all the terms and conditions of the Contract and the attached Long-Term Care Coverage Endorsement and Contract Amendment for LTC Benefits.

Long-Term Care Benefit: This long-term care coverage ("LTC") Rider provides that the Owner will receive monthly payments ("LTC Benefits"), up to the Maximum Monthly LTC Benefit, if certain conditions are met as described in this Rider and in the Long-Term Care Coverage Endorsement. **This LTC Rider does not provide any benefits prior to the LTC Coverage Effective Date.**

NOTICE OF 30 DAY RIGHT TO EXAMINE. Within thirty (30) days after this Rider is first received, this Rider may be cancelled for any reason by contacting the Company In Writing at its Administrative Office at [1300 South Clinton Street, Fort Wayne, IN 46802]. Upon cancellation, this Rider will be void from the beginning. Any LTC Charges will be reversed. Cancellation of this Rider under this Right To Examine will not be treated as a cancellation of the entire Contract. Confirmation of this cancellation will be provided In Writing.

TAXATION: This Rider, together with the Long-Term Care Coverage Endorsement and the Contract Amendment for LTC Benefits to which it is attached, is intended to be a Qualified Long-Term Care Insurance Contract under Section 7702B(b) of the Internal Revenue Code of 1986, as amended (the "Code"). The Pension Protection Act of 2006 extends long-term care coverage rules to coverage described in this Rider to Contracts issued after December 31, 1996, effective for tax years beginning after December 31, 2009. The Company considers the Rider Charges that are deducted from the Annuity Contract to be charges paid for long-term care coverage, which are excluded from gross income under section 72(e)(11) of the Code. The Company also considers the benefits paid under this Rider that do not exceed the greater of: (A) the expenses actually incurred for Qualified Long-Term Care Services as described in the Long-Term Care Coverage Endorsement, or (B) a maximum per diem limit as prescribed by law, to be qualified long-term care coverage. The tax treatment of long-term care coverage may change, and you should always consult and rely on the advice of a qualified tax advisor.

NOTICE TO OWNER. This Rider may not cover all of the costs associated with Long-Term Care incurred by the Covered Life during the period of coverage. Carefully review all Contract, Rider, and Endorsement limitations.

Effective Date: This Rider takes effect on the Rider Date shown in the LTC Benefit Specifications.

Who is Covered. This Rider's LTC Benefits cover the natural person who is the Annuitant on the Rider Date ("Covered Life"). This Rider's LTC Benefits do not apply to any other person. The Covered Life may not be changed.

Renewability. The LTC coverage provided under this Rider is guaranteed renewable. This Rider will terminate as described in the Termination of Rider provision of this Rider. The Company cannot cancel or reduce LTC coverage provided by this Rider or change any terms of this Rider, except that in the future the Company may increase LTC Charges on a class basis in a nondiscriminatory manner.

Caution. The issuance of this Long-Term Care Benefits Rider is based upon your affirmations and agreement to the statements on the Contract Amendment for LTC Benefits. A copy of the contract amendment was attached to this Rider when it was delivered. If any statement(s) affirmed and agreed to is (are) incorrect or untrue, the Company has the right to deny benefits or rescind your Rider. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of the statement(s) are incorrect, contact the company at this address: [1300 South Clinton Street, Fort Wayne, IN 46802].

BRIEF DESCRIPTION OF PRIMARY BENEFITS

The following paragraph describes the primary benefits provided by this Long-Term Care Benefits Rider. Please read and review this Rider, the Annuity Contract to which this Rider is attached, the attached Contract Amendment for LTC Benefits, and the attached Long-Term Care Coverage Endorsement to understand fully the benefits provided, terms and conditions of coverage, and any limitations and exclusions.

This Rider provides for the payment of benefits (LTC Benefits) upon the Covered Life's receipt of Qualified Long-Term Care services due to Chronic Illness. You have designated the amount of your Contract Value that will fund LTC Benefits when you elected this Rider.

There are two (2) primary LTC Benefits provided in this Rider, the Acceleration Benefit and the Extension Benefit. The Acceleration Benefit is payment to you, first paid from your Contract Value. It is available during the Acceleration Benefit Duration and is the first benefit paid out once you are eligible for LTC Benefits. The Acceleration Benefit is payable by the Company even if your Contract Value has been reduced to zero (\$0). After the Acceleration Benefit is reduced to zero (\$0) the LTC Benefits will continue as Extension Benefits, which are payments provided by the Company, during the Extension Benefit Duration.

There is a total LTC Benefit limit that may be paid for each month and is referred to as the Maximum Monthly LTC Benefit. When you become eligible for benefits, up to the full Maximum Monthly LTC Benefit is payable only if the Covered Life is in a Nursing Home or is receiving Hospice Care. Otherwise, up to fifty percent (50%) of the Maximum Monthly LTC Benefit is payable.

CONTRACT MODIFICATIONS

The following paragraph replaces the first paragraph in Article 10.01 THE CONTRACT.

The Contract and any riders, endorsements and amendments attached constitute the entire Contract. Only the President, a Vice President, the Secretary or an Assistant Secretary of the Company has the power, on behalf of the Company, to change, modify, or waive any provisions of this Contract.

The following replaces the Maturity Date reference in the Contract Specifications.

MATURITY DATE: [95th] Birthday of the Covered Life.

The following applies if a Persistency Credit reference appears in the Contract Specifications.

The reference to "Contract Value" in the Persistency Credit provision in the Contract Specifications is replaced with "Contract Value, less any LTC Fixed Account Value."

The reference to "any Fixed Account" in the Article 2, Persistency Credit provision in the Persistency Credit Rider is replaced with "any Fixed Account, except any LTC Fixed Account."

The following applies if a Free Withdrawal Amount reference appears in the Contract Specifications.

For purposes of calculating the Free Withdrawal Amount, all Withdrawals and Acceleration Benefit payments will be treated as Withdrawals, except as otherwise stated in this Rider. Therefore, Acceleration Benefit payments may reduce or eliminate the availability of Withdrawals free of CDSC.

DEFINITIONS

Benefit Eligibility means the Covered Life is eligible for LTC Benefits as described in the Long-Term Care Coverage Endorsement.

Covered Life is the natural person whose life will be used to determine the benefits under this Rider. The Covered Life may not be changed on or after the Rider Date. The Annuitant will be the Covered Life.

Deductible Period is the days after initial Benefit Eligibility is established, during which LTC Benefits are not payable under this Rider pursuant to the Deductible Period provision.

Funding Amount is an amount used to calculate the Initial LTC GA as defined below. If the Rider Date is the Contract Date, the Funding Amount is the Purchase Payment received by the Company as of the Rider Date, plus Bonus Credits if any. If the Rider Date is after the Contract Date, the Funding Amount is the Contract Value as of the Rider Date. The Funding Amount is shown in the LTC Benefit Specifications.

Target Funding Amount is used in determining the initial LTC Percentage. It is determined by the Owner upon election of this Rider. If the Rider Date is the Contract Date, it is the total of Purchase Payments, plus Bonus Credits if any, expected to be received by the Company before the LTC Funding Deadline. Subject to our approval, the Target Funding Amount may be changed by the Owner. If the Rider Date is after the Contract Date, the Target Funding Amount is the Contract Value on the Rider Date. The Target Funding Amount as of the Rider Date is shown in the LTC Benefit Specifications.

In Force means not cancelled, surrendered or terminated for any reason.

LTC Benefits are approved LTC payments provided under the terms of this Rider. Acceleration Benefit payments, Extension Benefit payments, and Nonforfeiture Benefit payments are all LTC Benefits. Such benefits are defined in provisions by the same names herein. LTC Benefits are subject to all conditions described herein or in any part of the Entire Contract, including the Long-Term Care Coverage Endorsement. Such conditions include the Limitations or Conditions on Eligibility for Benefits, applicable benefit amount limits, monthly benefit limits, the Deductible Period, and the LTC Coverage Effective Date. LTC Benefits are not subject to Contingent Deferred Sales Charges.

LTC Coverage Effective Date is the earliest date that this Rider may provide LTC Benefits, subject to any Deductible Period, as shown in the LTC Benefit Specifications.

LTC Funding Deadline is the deadline for the Company's receipt of Purchase Payments for calculation of the Acceleration Benefit and Extension Benefit. If the Rider Date is the Contract Date, the LTC Funding Deadline is the latest Valuation Date on or before the ninetieth (90th) day after the Rider Date. If the Rider Date is not the Contract Date, the LTC Funding Deadline is the Rider Date.

LTC Guaranteed Amount ("LTC GA") refers to the Acceleration Benefit. Any adjustments to the Acceleration Benefit will also adjust the LTC GA.

Maximum Monthly LTC Benefit is a monthly benefit limit for LTC Benefit payments under this Rider, subject to all conditions described herein or in any part of the Entire Contract, including the Long-Term Care Coverage Endorsement. While this Rider is In Force, the Maximum Monthly LTC Benefit is the Maximum Monthly Level Benefit, which is the monthly benefit limit for Acceleration Benefits and Extension Benefits. After this Rider has terminated, the Maximum Monthly LTC Benefit is the Maximum Monthly Nonforfeiture Benefit, which is the monthly benefit limit for Nonforfeiture Benefits.

Target Maximum Monthly Level Benefit is the Maximum Monthly Level Benefit on the [fifth (5th) Rider Date Anniversary] if (i) on the LTC Funding Deadline the LTC GA is the Target LTC GA and (ii) no Excess Withdrawals or LTC Benefits are paid prior to the [fifth (5th) Rider Date Anniversary].

Rider Charge Day is the Monthly Anniversary Day of every third (3rd) month following the Rider Date, while this Rider is in effect. A Monthly Anniversary Day is the latest Valuation Date on or after the same day of the month as the Rider Date, as shown on the LTC Benefit Specifications.

Rider Date is the effective date of this Rider. It is shown on the LTC Benefit Specifications. A Rider Date Anniversary is the latest Valuation Date on or after the same day of the year as the Rider Date, as shown on the LTC Benefit Specifications. A Rider Year means each twelve (12) month period starting with the Rider Date and each Rider Date anniversary thereafter. A Rider Month means each one (1) month period starting with a Rider Date and each Monthly Anniversary Day thereafter.

Withdrawal, for the purposes of this Rider, means the gross amount of the Withdrawal before any applicable charges.

Conforming Withdrawals are all Withdrawals to the extent that the amount withdrawn is equal to or less than the greater of zero (\$0) and (A) minus (B), where

(A) is [five percent (5%)] of the excess, if any, of the Contract Value as of the most recent Rider Date Anniversary (or, prior to the first Rider Date Anniversary, the Rider Date) over the Acceleration Benefit as of the most recent Rider Date Anniversary (or, prior to the first Rider Date Anniversary, the Rider Date), and

(B) is all prior Withdrawals in that Rider Year.

Excess Withdrawals are all Withdrawals to the extent that the cumulative dollar amount withdrawn (including the current Withdrawal) from the Contract in the then-current Rider Year is not a Conforming Withdrawal for that Rider Year.

LTC CHARGES

An LTC Charge is deducted from the Contract Value on each Rider Charge Day. The total LTC Charge may consist of an Acceleration Benefit Charge, an Extension Benefit Charge, and an Optional Nonforfeiture Benefit Charge. Such charges are expressed in the LTC Benefit Specifications as annual rates, although actual charges are the quarterly equivalent of such annual rates. An LTC Charge will not be taken if the Contract Value is zero (\$0).

LTC Charges will be proportionately deducted from each Variable Subaccount and each Fixed Account. If the Contract or this Rider is terminated (unless pursuant to the Right to Examine or due to the death of the Covered Life), a pro rata LTC Charge will be deducted for the period of coverage prior to such termination for which no LTC Charge has already been made.

Acceleration Benefit Charge

On a Rider Charge Day, the Acceleration Benefit Charge is (a) the LTC GA, multiplied by (b) the annual Acceleration Benefit Charge rate, divided by (c) four (4). The initial annual Acceleration Benefit Charge rate is shown in the Rider Specifications.

Extension Benefit Charge

On a Rider Charge Day, the Extension Benefit Charge is (a) the Extension Benefit as of the Rider Charge Day, multiplied by (b) the annual Extension Benefit Charge rate, divided by (c) four (4). The initial annual Extension Benefit Charge rate is shown in the Rider Specifications.

Optional Nonforfeiture Benefit Charge

If an Optional Nonforfeiture Benefit Charge is shown in the LTC Benefit Specifications, then on a Rider Charge Day, the Optional Nonforfeiture Benefit Charge is (a) the Extension Benefit as of the Rider Charge Day, multiplied by (b) the annual Optional Nonforfeiture Benefit Charge rate, divided by (c) four (4).

If no Optional Nonforfeiture Benefit Charge is shown in the LTC Benefit Specifications, the Optional Nonforfeiture subsection is not in effect and no Optional Nonforfeiture Benefit Charge will be assessed.

Basis of LTC Charge Rates

The Acceleration Benefit Charge rate, Extension Benefit Charge rate, and any Optional Nonforfeiture Benefit Charge rate on a Rider Charge Day are based on (i) the Covered Life's [gender and] age as of the Rider Date, and (ii) the combination of the Minimum Acceleration Benefit Duration and Minimum Extension Benefit Duration.

The Acceleration Benefit Charge rate, the Extension Benefit Charge rate, and any Optional Nonforfeiture Benefit Charge rate may change, at Our discretion, at any time after the Rider Date with at least thirty (30) days Written Notice from Us. Any change to such rates will be subject to any maximum rates shown in the LTC Benefit Specifications, and will be made on a class basis in a nondiscriminatory manner.

LTC FIXED ACCOUNT

Upon the Company's determination of initial Benefit Eligibility, Contract Value sufficient to result in an LTC Fixed Account Value equal to the Acceleration Benefit will be transferred into the LTC Fixed Account, proportionally from all Variable Subaccounts and all other Fixed Accounts. If the Contract Value is less than the Acceleration Benefit, the entire Contract Value will be transferred into the LTC Fixed Account.

While the Covered Life is Benefit Eligible, if the LTC Fixed Account Value is less than the remaining Acceleration Benefit, the difference will be automatically transferred to the LTC Fixed Account proportionally from all Variable Subaccounts and all other Fixed Accounts. If the LTC Fixed Account Value is greater than the remaining Acceleration Benefit, the excess will be automatically transferred to the Variable Subaccounts according to the Contract Owner's future Variable Subaccount allocation instructions. The Company will make such transfers no less often than annually.

Acceleration Benefit payments made by Us will be paid to You from the LTC Fixed Account, until the LTC Fixed Account Value is zero (\$0), then proportionally from all Variable Subaccounts and all other Fixed Accounts until the Contract Value is reduced to zero (\$0). If the Contract Value is zero (\$0), the Acceleration Benefit payments will be made by the Company until the LTC GA is zero (\$0).

If the Covered Life has not received any LTC Benefits in a consecutive twelve (12) month period, the Owner may elect to transfer the LTC Fixed Account Value systematically over a twelve (12) month period to the Variable Subaccounts according to the Contract Owner's future Variable Subaccount allocation instructions. Whether or not this election is made, any subsequent determination of Benefit Eligibility will be treated as a determination of initial Benefit Eligibility for purposes of this Provision.

LTC GUARANTEED AMOUNT (LTC GA)

Target LTC GA

The Target LTC GA is specified by the Owner upon election of this Rider in order to establish a desired Acceleration Benefit assuming the Company's receipt of expected Purchase Payments prior to the LTC Funding Deadline. Subject to our approval, the Target LTC GA and the Target Funding Amount may be changed by the Owner on or before the LTC Funding Deadline.

If, on or prior to the LTC Funding Deadline, a Withdrawal occurs, the Target LTC GA will not be reduced by the amount of the Withdrawal.

Initial LTC GA

The Initial LTC GA will be equal to (i) the Funding Amount shown on the LTC Benefit Specifications multiplied by (ii) the LTC Percentage as of the Rider Date. The LTC Percentage as of the Rider Date is shown on the LTC Benefit Specifications Page.

Adjustment for Additional Purchase Payments

Additional Purchase Payments accepted by the Company on or before the LTC Funding Deadline may increase the LTC GA. The LTC GA will be increased by the product of (a) and (b), where (a) is the amount of any such additional Purchase Payment, plus Bonus Credits if any, and (b) is the current LTC Percentage. However, the LTC GA will not be increased above the Target LTC GA.

Additional Purchase Payments accepted by the Company after the earlier of (a) the LTC Funding Deadline, and (b) the LTC GA equals the Target LTC GA, will not increase the LTC GA.

Adjustment for Withdrawals

Upon each Excess Withdrawal, the LTC GA will be reduced in the same proportion that the Withdrawal reduced the Contract Value. Upon each Conforming Withdrawal, the LTC GA will not be reduced.

Adjustment for LTC Benefits

The LTC GA will be reduced by the dollar amount of each Acceleration Benefit payment.

LTC PERCENTAGE

LTC Percentage on Rider Date

On the Rider Date, the LTC Percentage is (i) the Target LTC GA, divided by (ii), the Target Funding Amount. The LTC Percentage on the Rider Date is shown on the LTC Benefit Specifications.

Maximum LTC Percentage

The maximum LTC Percentage is 100%.

Target Adjustments On or Prior to the LTC Funding Deadline

If, on or prior to the LTC Funding Deadline, We approve Your request, if any, to change the Target LTC GA and/or Target Funding Amount, the LTC Percentage will be recalculated and made effective as of the Rider Date. Any such change to the LTC Percentage may result in a different Initial LTC GA. Every transaction will be recalculated and made effective as of the original transaction date, to reflect the change.

DEDUCTIBLE PERIOD

The Deductible Period is shown in the LTC Benefit Specifications. This Deductible Period must be completely satisfied before LTC Benefits will be payable. The Deductible Period must be satisfied only once. The Deductible Period will not begin until after the LTC Coverage Effective Date and must be satisfied only by days during which the Covered Life would otherwise be eligible to receive LTC Benefits. Such eligibility need not be incurred over consecutive days.

ACCELERATION BENEFITS

Acceleration Benefit

The Acceleration Benefit is a portion of the LTC Benefits and may be paid from the Contract Value. The initial Acceleration Benefit equals the LTC GA on the Rider Date. As Acceleration Benefits are paid, the remaining Acceleration Benefit will be reduced by the Acceleration Benefit payment. Each Acceleration Benefit payment will be deducted from the LTC Fixed Account Value, if any, otherwise any other Contract Value. If the Contract Value is zero (\$0), the Acceleration Benefit payments will be made by the Company until the Acceleration Benefit remaining is zero (\$0).

Acceleration Benefit payments are limited by (i) Benefit Eligibility pursuant to the LTC Coverage Endorsement, (ii) Acceleration Benefits remaining, (iii) the Maximum Monthly Level Benefit, and (iv) the type of Qualified Long-Term Care Services received, pursuant to the LTC Benefits provision of the LTC Coverage Endorsement.

Adjustment for Withdrawals

Upon each Excess Withdrawal, the Acceleration Benefit will be reduced in the same proportion that the Withdrawal reduced the Contract Value. Upon each Conforming Withdrawal, the Acceleration Benefit will not be reduced.

Acceleration Benefit Duration

The Acceleration Benefit Duration is the period during which Acceleration Benefits are payable, expressed in months.

Because [(a)] any calendar month's LTC Benefits may be less than the Maximum Monthly Level Benefit, [and (b) the Maximum Monthly Level Benefit may be less than the Target Maximum Monthly Level Benefit due to payment of Acceleration Benefits before the fifth (5th) Rider Date Anniversary,] the Acceleration Benefit Duration may be greater than the Minimum Acceleration Benefit Duration. The Acceleration Benefit Duration will end and the Extension Benefit Duration will begin when the entire Acceleration Benefit has been paid.

Minimum Acceleration Benefit Duration

The Minimum Acceleration Benefit Duration is used in determining the Maximum Monthly Level Benefit on the Rider Date [and the five (5) subsequent Rider Date Anniversaries]. The Minimum Acceleration Benefit Duration is shown in the LTC Benefit Specifications.

MAXIMUM MONTHLY LEVEL BENEFIT

Beginning on the Rider Date, [and continuing on each Rider Date Anniversary up to and concluding upon the fifth (5th) Rider Date Anniversary,] the Maximum Monthly Level Benefit is determined. It will equal $A / (B + [C] - D)$, where

A = Acceleration Benefit;

B = Minimum Acceleration Benefit Duration shown on the LTC Rider Specifications (in months);

[C = Number of Rider Months from the Rider Date to the fifth (5th) Rider Date Anniversary, or sixty (60);]

D = Number of Rider Months elapsed since the Rider Date;

[After the fifth (5th) Rider Date Anniversary,] the Maximum Monthly Level Benefit will not be adjusted, unless there is an Excess Withdrawal. Upon each Excess Withdrawal [(before or after the fifth (5th) Rider Date Anniversary)], the Maximum Monthly Level Benefit will be reduced in the same proportion that the Excess Withdrawal reduced the Contract Value. The Maximum Monthly Level Benefit will not be reduced upon payment of LTC Benefits or upon a Conforming Withdrawal. The Maximum Monthly Level Benefit is determined using the Acceleration Benefit prior to payment of LTC Benefits and Withdrawals that may also occur on a Rider Date Anniversary.

EXTENSION BENEFITS

Extension Benefit

The Extension Benefit is an amount that may be paid as LTC Benefits after the Acceleration Benefit has been reduced to zero (\$0). The initial Extension Benefit will equal the result of the following formula: $[J * (K / L)]$, where

J = the LTC GA on the LTC Funding Deadline,

K = the Minimum Extension Benefit Duration shown in the LTC Benefit Specifications, and

L = the Minimum Acceleration Benefit Duration shown in the LTC Benefit Specifications.

As Extension Benefits are paid, the remaining Extension Benefit will be reduced by the Extension Benefit payment.

Extension Benefit payments are limited by (i) Benefit Eligibility pursuant to the LTC Coverage Endorsement, (ii) Extension Benefits remaining, (iii) the Maximum Monthly Level Benefit, and (iv) the type of Qualified Long-Term Care Services received, pursuant to the LTC Benefits provision of the LTC Coverage Endorsement.

Adjustments for Withdrawals

Upon each Excess Withdrawal, the Extension Benefit will be reduced in the same proportion that the Excess Withdrawal reduced the Contract Value. The Extension Benefit will not be reduced upon a Conforming Withdrawal.

Extension Benefit Duration

The Extension Benefit Duration is the period, expressed in months, beginning after the entire Acceleration Benefit has been reduced to zero (\$0) and during which Extension Benefits are payable. The Minimum Extension Benefit Duration is shown in the LTC Benefit Specifications, expressed in years.

Because [(a)] any calendar month's LTC Benefits may be less than the Maximum Monthly Level Benefit, [and (b) the Maximum Monthly Level Benefit may be less than the Target Maximum Monthly Level Benefit due to payment of Acceleration Benefits before the fifth (5th) Rider Date Anniversary,] the Extension Benefit Duration may be greater than the Minimum Extension Benefit Duration. The Extension Benefit Duration will end when the entire Extension Benefit has been paid.

NONFORFEITURE BENEFIT

If either Optional Nonforfeiture or Contingent Nonforfeiture apply, this Nonforfeiture Benefit provision will remain in effect after termination of this Rider whether or not the Contract to which this Rider is attached remains In Force.

The Nonforfeiture Benefit is the total amount available under this section to pay LTC Benefits for the Covered Life. The Nonforfeiture Benefit will be an amount equal to the greater of:

- a. One (1) month's Maximum Monthly Level Benefit in effect as of the date this Rider is terminated, not to exceed the remaining Extension Benefits; or
- b. An amount equal to the sum of all Extension Benefit Charges and Optional Nonforfeiture Benefit Charges, if any, paid for this Rider, less any Extension Benefits paid prior to the date this Rider is terminated.

No Nonforfeiture Benefits are payable prior to the [seventh (7th) Rider Date Anniversary and] satisfaction of any remaining Deductible Period. All claims for Nonforfeiture Benefits are subject to the terms of the attached LTC Coverage Endorsement. The Maximum Monthly Nonforfeiture Benefit under this section will be the Maximum Monthly Level Benefit in effect as of the date this Rider is terminated, subject to the LTC Benefits provision in the LTC Coverage Endorsement.

This Nonforfeiture Benefit will continue as paid-up long-term care coverage until the earlier of the death of the Covered Life or the date the Nonforfeiture Benefit has been paid. The Nonforfeiture Benefit will not exceed the remaining Extension Benefits which would have been paid if this Rider had remained In Force.

Optional Nonforfeiture

If the Optional Nonforfeiture Benefit Charge is not shown in the LTC Benefit Specifications, this Optional Nonforfeiture subsection is void and will have no effect upon this Rider. If Optional Nonforfeiture is elected on the Rider Date, as shown in the LTC Benefit Specifications, the Nonforfeiture Benefit will be provided after this Rider has been terminated for any of the following reasons in addition to the reasons stated in the Contingent Nonforfeiture subsection:

- a. The Contract is surrendered at least three (3) years after the Rider Date;
- b. The Owner requests In Writing to terminate this Rider after the [third (3rd) Rider Date Anniversary];
- c. The Owner elects an Annuity Commencement Date prior to the Maturity Date and after the [third (3rd) Rider Date Anniversary].

Contingent Nonforfeiture

Whether or not the Optional Nonforfeiture Benefit Charge is shown in the LTC Benefit Specifications, this Contingent Nonforfeiture subsection is effective. The Company will provide the Nonforfeiture Benefit if both of the following conditions are met:

- a. The Company increases the current Extension Benefit Charge rate to a level which results in a cumulative increase equal to or greater than the percentage shown in the Percent Over Initial Charges table below for the Covered Life's age on the Rider Date; and
- b. This Contract is surrendered, or the Owner elects to terminate this Rider, within one hundred twenty (120) days after the first Rider Charge Day subsequent to the Extension Benefit Charge rate increase.

Issue Age	Percent Over Initial Charges		Issue Age	Percent Over Initial Charges		Issue Age	Percent Over Initial Charges
29 and under	200%		66	48%		79	22%
30-34	190%		67	46%		80	20%
35-39	170%		68	44%		81	19%
40-44	150%		69	42%		82	18%
45-49	130%		70	40%		83	17%
50-54	110%		71	38%		84	16%
55-59	90%		72	36%		85	15%
60	70%		73	34%		86	14%
61	66%		74	32%		87	13%
62	62%		75	30%		88	12%
63	58%		76	28%		89	11%
64	54%		77	26%		90 Plus	10%
65	50%		78	24%			

LTC BENEFITS AS OF MATURITY DATE (COVERED LIFE'S [95TH] BIRTHDAY)

If the Contract has reached the Maturity Date and the Owner is not receiving LTC Benefits as of that date, the Owner must elect an Annuity Payment Option guaranteed under the Contract or any other annuity payment option made available as agreed upon in writing by the Company. Unless otherwise agreed by the Company, LTC Charges will end, the remaining Extension Benefit will be in force paid-up long-term care coverage, and all other LTC Benefits will be terminated.

If the Contract has reached the Maturity Date and the Owner is receiving LTC Benefits under this Rider, the Company will extend the Maturity Date and will continue to pay LTC Benefits. LTC Charges and LTC Benefits will continue until the earlier of: (i) the death of the Covered Life; (ii) all LTC Benefits have been reduced to zero (\$0); (iii) Benefit Eligibility ends; (iv) the Contract is terminated, or (v) the Owner elects an Annuity Payment Option guaranteed under the Contract or any other annuity payment option made available as agreed upon in writing by the Company.

Within ninety (90) days after LTC Benefits end due to (ii) or (iii) above, the Owner must elect an Annuity Payment Option guaranteed under the Contract or any other annuity payment option made available as agreed upon in writing by the Company. Any remaining Extension Benefit will be paid-up long-term care coverage.

Any LTC Benefit paid pursuant to this provision will be subject to all the terms, provisions and conditions of this Rider and the attached Long-Term Care Coverage Endorsement.

GENERAL INFORMATION

References to **Annuity Commencement Date** will be understood to include a Variable Annuity Payment Option Rider 'Periodic Income Commencement Date,' a CPI Adjusted Fixed Immediate Annuity Payment Option Rider 'Initial Scheduled Payment Date,' and any similar Payment Option Rider's annuity commencement date.

Effect of LTC Benefits on Annuity Contract Values. If as a result of Acceleration Benefit payments or LTC Charges, the Contract Value is reduced such that the Company has the right to terminate the contract under Article 5.03 of the Contract, such right to terminate the Contract is void if this Rider is In Force.

Additional Purchase Payments. In addition to any limitations on amount and frequency of additional Purchase Payments shown in the Contract Specifications, the Company may not accept additional Purchase Payments after the LTC Funding Deadline while this Rider is in force. No additional Purchase Payments may be made after the Contract Value is reduced to zero (\$0) while this Rider is in force.

Availability of Annuity Death Benefit. If the Owner or Covered Life dies while the Covered Life is receiving LTC Benefits under this Rider, the Company reserves the right to recoup LTC Benefits paid for months after Benefit Eligibility ceased due to death, and to withhold the portion of any Death Benefit that would otherwise be payable until the Company has verified that it has received all remaining claims for LTC Benefits.

Contract Value Reduces to Zero (\$0). After the Contract Value is reduced to zero (\$0), if the Contract terminates due to death no Death Benefit will be paid. The Company will not terminate LTC Benefits because the Contract Value is reduced to zero (\$0) before the Maturity Date, unless the Contract is surrendered.

If the Contract Value is reduced to zero (\$0) by an Excess Withdrawal, the Contract is deemed surrendered and both the Contract and this Rider terminate, and no LTC Benefits shall be paid except as provided for under the Nonforfeiture Benefit provision. If the Contract Value is reduced to zero (\$0) other than by an Excess Withdrawal, the Contract will not be deemed surrendered.

If upon the Maturity Date the Contract Value is zero (\$0) and the Owner is not receiving LTC Benefits, the remaining Extension Benefit will be in force paid-up long-term care coverage and all other LTC Benefits will be terminated.

If upon the Maturity Date the Contract Value is zero (\$0) and the Owner is receiving LTC Benefits, the Company will extend the Maturity Date and will continue to pay LTC Benefits. LTC Benefits will continue until the earlier of: (i) the death of the Covered Life; (ii) all LTC Benefits have been reduced to zero (\$0); or (iii) Benefit Eligibility ends. If Benefit Eligibility ends, the remaining Extension Benefit will be in force paid-up long-term care coverage and all other LTC Benefits will be terminated.

No additional Purchase Payments may be made after the Contract Value is reduced to zero (\$0) while this Rider is in force.

Misstatement of Age or Sex. If the Covered Life's age or sex has been misstated, the Company will adjust the LTC Charges to the amounts that would have applied based on the Covered Life's correct age or sex. If this Rider would not have been issued at the correct age and sex, this Rider will be cancelled and the Company will refund all LTC Charges paid less any LTC Benefits paid.

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

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, then each Acceleration Benefit payment will [be treated as a Withdrawal for purposes of the calculation of death benefit reductions].

Continuation of Annuity Contract by Eligible Beneficiary. If the Beneficiary designated at the time of the original Owner's death or original Covered Life's death elects to continue the Contract, pursuant to Code §72, as the Owner and Covered Life, this Rider will terminate without value.

Representations. In the absence of fraud, any statement made by the Owner or by the Covered Life in an application for this Rider, or any statement agreed to by the Owner or by the Covered Life in a contract amendment, will be deemed to be a representation and not a warranty. Such statement may not be used in defense of a claim, unless it is contained in a signed, written application for this Rider or in a signed, written contract amendment attached to this Contract.

Incontestability. A misrepresentation by the Owner or by the Covered Life in any application or contract amendment for long-term care coverage may be used to void or cancel this Long-Term Care Benefits Rider. During the first six (6) months following the Rider Date shown on the LTC Benefit Specifications, the Company may void or cancel this Rider only if the misrepresentation was material to the issuance of this Rider. After the first six (6) months but before the end of the first twenty-four (24) months, the Company may void or cancel this Rider only if the misrepresentation was material to both the issuance of this Rider and the claim for which benefits are being sought. After this Rider has been In Force for twenty-four (24) months following the Rider Date shown on the LTC Benefit Specifications, the Company can void or cancel this Rider only if the Company can show that the relevant facts relating to the health of the Covered Life were knowingly and intentionally misrepresented. No benefits will be paid under this Rider if voided or cancelled.

Conformity With State and Federal Statutes. If any feature of this Rider is in conflict with the statutes of the state in which the Entire Contract was delivered or with the Federal statutes which pertain to Qualified Long-Term Care insurance, such feature is automatically amended to meet the minimum requirements of the state or Federal statute.

Assignments. While this Rider is in effect, the Owner may not sell or assign the Contract, 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 RIDER

Coverage under this Rider is contingent upon the Company's receipt of a completed and signed Contract Amendment for LTC Benefits. This Rider will terminate [forty-five (45)] days after the Rider Date if the duplicate copy of the Contract Amendment for LTC Benefits is not signed by the Owner and the Covered Life (if different) and returned to and received by the Company at its Administrative Office.

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

The Owner may terminate this Rider upon Written Request any time after the [third (3rd) Rider Date

Anniversary]. The Owner may not terminate this Rider upon Written Request prior to the [third (3rd) Rider Date Anniversary].

The Rider will also terminate as follows:

- a. on the date the Owner exercises the Contingent Nonforfeiture provision option to terminate this Rider or surrender the Contract;
- b. on the date the Owner is changed due to death or divorce;
- c. on the death of the Covered Life.

Upon termination of this Rider, all benefits (except benefits provided under the Nonforfeiture Benefit provision) and charges within this Rider will terminate, any LTC Fixed Account Value will be transferred to the Variable Subaccounts according to the Contract Owner's future Variable Subaccount allocation instructions, and a proportional amount of the LTC Charge will be deducted.

Signed for the Company


Secretary

LONG-TERM CARE BENEFITS

The Lincoln National Life Insurance Company (the "Company"), in consideration of LTC Charges paid and the Owner's affirmations and agreement to the statements on the Contract Amendment for LTC Benefits attached to this Contract, agrees to provide the benefits described in this Rider in accordance with all the terms and conditions of this Rider and the entire Contract to which it is attached including the Long-Term Care Coverage Endorsement and Contract Amendment for LTC Benefits. READ THIS RIDER AND THE ATTACHED LONG-TERM CARE COVERAGE ENDORSEMENT AND CONTRACT AMENDMENT FOR LTC BENEFITS CAREFULLY. This Rider is made part of the Contract to which it is attached. Except as stated below, this Rider is subject to all the terms and conditions of the Contract and the attached Long-Term Care Coverage Endorsement and Contract Amendment for LTC Benefits.

Long-Term Care Benefit: This long-term care coverage ("LTC") Rider provides that the Owner will receive monthly payments ("LTC Benefits"), up to the Maximum Monthly LTC Benefit, if certain conditions are met as described in this Rider and in the Long-Term Care Coverage Endorsement. **This LTC Rider does not provide any benefits prior to the LTC Coverage Effective Date.**

NOTICE OF 30 DAY RIGHT TO EXAMINE. Within thirty (30) days after this Rider is first received, this Rider may be cancelled for any reason by contacting the Company In Writing at its Administrative Office at [1300 South Clinton Street, Fort Wayne, IN 46802]. Upon cancellation, this Rider will be void from the beginning. Any LTC Charges will be reversed. Cancellation of this Rider under this Right To Examine will not be treated as a cancellation of the entire Contract. Confirmation of this cancellation will be provided In Writing.

TAXATION: This Rider, together with the Long-Term Care Coverage Endorsement and the Contract Amendment for LTC Benefits to which it is attached, is intended to be a Qualified Long-Term Care Insurance Contract under Section 7702B(b) of the Internal Revenue Code of 1986, as amended (the "Code"). The Pension Protection Act of 2006 extends long-term care coverage rules to coverage described in this Rider to Contracts issued after December 31, 1996, effective for tax years beginning after December 31, 2009. The Company considers the Rider Charges that are deducted from the Annuity Contract to be charges paid for long-term care coverage, which are excluded from gross income under section 72(e)(11) of the Code. The Company also considers the benefits paid under this Rider that do not exceed the greater of: (A) the expenses actually incurred for Qualified Long-Term Care Services as described in the Long-Term Care Coverage Endorsement, or (B) a maximum per diem limit as prescribed by law, to be qualified long-term care coverage. The tax treatment of long-term care coverage may change, and you should always consult and rely on the advice of a qualified tax advisor.

NOTICE TO OWNER. This Rider may not cover all of the costs associated with Long-Term Care incurred by the Covered Life during the period of coverage. Carefully review all Contract, Rider, and Endorsement limitations.

Effective Date: This Rider takes effect on the Rider Date shown in the LTC Benefit Specifications.

Who is Covered. This Rider's LTC Benefits cover the natural person who is the Annuitant on the Rider Date ("Covered Life"). This Rider's LTC Benefits do not apply to any other person. The Covered Life may not be changed.

Renewability. The LTC coverage provided under this Rider is guaranteed renewable. This Rider will terminate as described in the Termination of Rider provision of this Rider. The Company cannot cancel or reduce LTC coverage provided by this Rider or change any terms of this Rider, except that in the future the Company may increase LTC Charges on a class basis in a nondiscriminatory manner.

Caution. The issuance of this Long-Term Care Benefits Rider is based upon your affirmations and agreement to the statements on the Contract Amendment for LTC Benefits. A copy of the contract amendment was attached to this Rider when it was delivered. If any statement(s) affirmed and agreed to is (are) incorrect or untrue, the Company has the right to deny benefits or rescind your Rider. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of the statement(s) are incorrect, contact the company at this address: [1300 South Clinton Street, Fort Wayne, IN 46802].

BRIEF DESCRIPTION OF PRIMARY BENEFITS

The following paragraph describes the primary benefits provided by this Long-Term Care Benefits Rider. Please read and review this Rider, the Annuity Contract to which this Rider is attached, the attached Contract Amendment for LTC Benefits, and the attached Long-Term Care Coverage Endorsement to understand fully the benefits provided, terms and conditions of coverage, and any limitations and exclusions.

This Rider provides for the payment of benefits (LTC Benefits) upon the Covered Life's receipt of Qualified Long-Term Care services due to Chronic Illness. You have designated the amount of your Contract Value that will fund LTC Benefits when you elected this Rider.

There are three (3) primary LTC Benefits provided in this Rider, the Acceleration Benefit, the Growth Benefit and the Extension Benefit. The Acceleration Benefit is payment to you, first paid from your Contract Value. It is available during the Acceleration Benefit Duration and is the first benefit paid out once you are eligible for LTC Benefits. The Growth Benefit is an additional payment to you, first paid from your Contract Value. It is available during the Acceleration Benefit Duration and Extension Benefit Duration. The Growth Benefit, if any, is based on your investment earnings. Acceleration and Growth Benefits are payable by the Company even if your Contract Value has been reduced to zero (\$0). After the Acceleration Benefit is reduced to zero (\$0) the LTC Benefits will continue as Extension Benefits, which are payments provided by the Company, during the Extension Benefit Duration.

There is a Maximum Monthly LTC Benefit that may be paid for each month which is the sum of the Maximum Monthly Level Benefit and Maximum Monthly Growth Benefit. When you become eligible for benefits, up to the full Maximum Monthly LTC Benefit is payable only if the Covered Life is in a Nursing Home or is receiving Hospice Care. Otherwise, up to fifty percent (50%) of the Maximum Monthly LTC Benefit is payable.

CONTRACT MODIFICATIONS

The following paragraph replaces the first paragraph in Article 10.01 THE CONTRACT.

The Contract and any riders, endorsements and amendments attached constitute the entire Contract. Only the President, a Vice President, the Secretary or an Assistant Secretary of the Company has the power, on behalf of the Company, to change, modify, or waive any provisions of this Contract.

The following replaces the Maturity Date reference in the Contract Specifications.

MATURITY DATE: [95th] Birthday of the Covered Life.

The following applies if a Persistency Credit reference appears in the Contract Specifications.

The reference to "Contract Value" in the Persistency Credit provision in the Contract Specifications is replaced with "Contract Value, less any LTC Fixed Account Value."

The reference to "any Fixed Account" in the Article 2, Persistency Credit provision in the Persistency Credit Rider is replaced with "any Fixed Account, except any LTC Fixed Account."

The following applies if a Free Withdrawal Amount reference appears in the Contract Specifications.

For purposes of calculating the Free Withdrawal Amount, all Withdrawals, Acceleration Benefit payments, and Growth Benefit payments will be treated as Withdrawals, except as otherwise stated in this Rider. Therefore, Acceleration Benefit payments and Growth Benefit payments may reduce or eliminate the availability of Withdrawals free of CDSC.

DEFINITIONS

Benefit Eligibility means the Covered Life is eligible for LTC Benefits as described in the Long-Term Care Coverage Endorsement.

Covered Life is the natural person whose life will be used to determine the benefits under this Rider. The Covered Life may not be changed on or after the Rider Date. The Annuitant will be the Covered Life.

Deductible Period is the days after initial Benefit Eligibility is established during which LTC Benefits are not payable under this Rider pursuant to the Deductible Period provision.

Funding Amount is an amount used to calculate the Initial LTC GA as defined below. If the Rider Date is the Contract Date, the Funding Amount is the Purchase Payment received by the Company as of the Rider Date, plus Bonus Credits if any. If the Rider Date is after the Contract Date, the Funding Amount is the Contract Value as of the Rider Date. The Funding Amount is shown in the LTC Benefit Specifications.

Target Funding Amount is used in determining the initial LTC Percentage. It is determined by the Owner upon election of this Rider. If the Rider Date is the Contract Date, it is the total of Purchase Payments, plus Bonus Credits if any, expected to be received by the Company before the LTC Funding Deadline. Subject to our approval, the Target Funding Amount may be changed by the Owner. If the Rider Date is after the Contract Date, the Target Funding Amount is the Contract Value on the Rider Date. The Target Funding Amount as of the Rider Date is shown in the LTC Benefit Specifications.

In Force means not cancelled, surrendered or terminated for any reason.

LTC Benefits are approved LTC payments provided under the terms of this Rider. Acceleration Benefit payments, Extension Benefit payments, Growth Benefit payments, and Nonforfeiture Benefit payments are all LTC Benefits. Such benefits are defined in provisions by the same names herein. LTC Benefits are subject to all conditions described herein or in any part of the Entire Contract, including the Long-Term Care Coverage Endorsement. Such conditions include the Limitations or Conditions on Eligibility for Benefits, applicable benefit amount limits, monthly benefit limits, the Deductible Period, and the LTC Coverage Effective Date. LTC Benefits are not subject to Contingent Deferred Sales Charges.

LTC Coverage Effective Date is the earliest date that this Rider may provide LTC Benefits, subject to any Deductible Period, as shown in the LTC Benefit Specifications.

LTC Funding Deadline is the deadline for the Company's receipt of Purchase Payments for calculation of the Acceleration Benefit and Extension Benefit. If the Rider Date is the Contract Date, the LTC Funding Deadline is the latest Valuation Date on or before the ninetieth (90th) day after the Rider Date. If the Rider Date is not the Contract Date, the LTC Funding Deadline is the Rider Date.

LTC Guaranteed Amount ("LTC GA") refers to the Acceleration Benefit plus the Growth Benefit. Any adjustments to the Acceleration Benefit, and any adjustments to the Growth Benefit, will also adjust the LTC GA.

Maximum Monthly LTC Benefit is a monthly benefit limit for LTC Benefit payments under this Rider, subject to all conditions described herein or in any part of the Entire Contract, including the Long-Term Care Coverage Endorsement. While this Rider is In Force, there are two (2) components of the Maximum Monthly LTC Benefit, the Maximum Monthly Level Benefit and the Maximum Monthly Growth Benefit. The Maximum Monthly Level Benefit is the monthly benefit limit for Acceleration Benefits and Extension Benefits. The Maximum Monthly Growth Benefit is the monthly benefit limit for Growth Benefits. After this Rider has terminated, the only component of the Maximum Monthly LTC Benefit is the Maximum Monthly Nonforfeiture Benefit, which is the monthly benefit limit for Nonforfeiture Benefits.

Target Maximum Monthly Level Benefit is the Maximum Monthly Level Benefit on the [fifth (5th) Rider Date Anniversary] if (i) on the LTC Funding Deadline the LTC GA is the Target LTC GA, and (ii) no Excess Withdrawals or LTC Benefits are paid prior to the [fifth (5th) Rider Date Anniversary].

Rider Charge Day is the Monthly Anniversary Day of every third (3rd) month following the Rider Date, while this Rider is in effect. A Monthly Anniversary Day is the latest Valuation Date on or after the same day of the month as the Rider Date, as shown on the LTC Benefit Specifications.

Rider Date is the effective date of this Rider. It is shown on the LTC Benefit Specifications. A Rider Date Anniversary is the latest Valuation Date on or after the same day of the year as the Rider Date, as shown on the LTC Benefit Specifications. A Rider Year means each twelve (12) month period starting with the

Rider Date and each Rider Date anniversary thereafter. A Rider Month means each one (1) month period starting with a Rider Date and each Monthly Anniversary Day thereafter.

Withdrawal, for the purposes of this Rider, means the gross amount of the Withdrawal before any applicable charges.

Conforming Withdrawals are all Withdrawals to the extent that the amount withdrawn is equal to or less than the greater of zero (\$0) and (A) minus (B), where

(A) is [five percent (5%)] of the excess, if any, of the Contract Value as of the most recent Rider Date Anniversary (or, prior to the first Rider Date Anniversary, the Rider Date) over the LTC GA as of the most recent Rider Date Anniversary (or, prior to the first Rider Date Anniversary, the Rider Date), and

(B) is all prior Withdrawals in that Rider Year.

Excess Withdrawals are all Withdrawals to the extent that the cumulative dollar amount withdrawn (including the current Withdrawal) from the Contract in the then-current Rider Year is not a Conforming Withdrawal for that Rider Year.

LTC CHARGES

An LTC Charge is deducted from the Contract Value on each Rider Charge Day. The total LTC Charge may consist of an Acceleration Benefit Charge, an Extension Benefit Charge, and an Optional Nonforfeiture Benefit Charge. Such charges are expressed in the LTC Benefit Specifications as annual rates, although actual charges are the quarterly equivalent of such annual rates. An LTC Charge will not be taken if the Contract Value is zero (\$0).

LTC Charges will be proportionately deducted from each Variable Subaccount and each Fixed Account. If the Contract or this Rider is terminated (unless pursuant to the Right to Examine or due to the death of the Covered Life), a pro rata LTC Charge will be deducted for the period of coverage prior to such termination for which no LTC Charge has already been made.

Acceleration Benefit Charge

On a Rider Charge Day, the Acceleration Benefit Charge is (a) the LTC GA, multiplied by (b) the annual Acceleration Benefit Charge rate, divided by (c) four (4). The initial annual Acceleration Benefit Charge rate is shown in the Rider Specifications.

Extension Benefit Charge

On a Rider Charge Day, the Extension Benefit Charge is (a) the Extension Benefit as of the Rider Charge Day, multiplied by (b) the annual Extension Benefit Charge rate, divided by (c) four (4). The initial annual Extension Benefit Charge rate is shown in the Rider Specifications.

Optional Nonforfeiture Benefit Charge

If an Optional Nonforfeiture Benefit Charge is shown in the LTC Benefit Specifications, then on a Rider Charge Day, the Optional Nonforfeiture Benefit Charge is (a) the Extension Benefit as of the Rider Charge Day, multiplied by (b) the annual Optional Nonforfeiture Benefit Charge rate, divided by (c) four (4).

If no Optional Nonforfeiture Benefit Charge is shown in the LTC Benefit Specifications, the Optional Nonforfeiture subsection is not in effect and no Optional Nonforfeiture Benefit Charge will be assessed.

Basis of LTC Charge Rates

The Acceleration Benefit Charge rate, Extension Benefit Charge rate, and any Optional Nonforfeiture Benefit Charge rate on a Rider Charge Day are based on (i) the Covered Life's [gender and] age as of the Rider Date, and (ii) the combination of the Minimum Acceleration Benefit Duration and Minimum Extension Benefit Duration.

The Acceleration Benefit Charge rate, the Extension Benefit Charge rate, and any Optional Nonforfeiture Benefit Charge rate may change, at Our discretion, at any time after the Rider Date with at least thirty (30) days Written Notice from Us. Any change to such rates will be subject to any maximum rates shown in the LTC Benefit Specifications, and will be made on a class basis in a nondiscriminatory manner.

LTC FIXED ACCOUNT

Upon the Company's determination of initial Benefit Eligibility, Contract Value sufficient to result in an LTC Fixed Account Value equal to the LTC GA will be transferred into the LTC Fixed Account, proportionally from all Variable Subaccounts and all other Fixed Accounts. If the Contract Value is less than the LTC GA, the entire Contract Value will be transferred into the LTC Fixed Account.

While the Covered Life is Benefit Eligible, if the LTC Fixed Account Value is less than the remaining LTC GA, the difference will be automatically transferred to the LTC Fixed Account proportionally from all Variable Subaccounts and all other Fixed Accounts. If the LTC Fixed Account Value is greater than the remaining LTC GA, the excess will be automatically transferred to the Variable Subaccounts according to the Contract Owner's future Variable Subaccount allocation instructions. The Company will make such transfers no less often than annually.

Acceleration Benefit and Growth Benefit payments made by Us will be paid to You from the LTC Fixed Account, until the LTC Fixed Account Value is zero (\$0), then proportionally from all Variable Subaccounts and all other Fixed Accounts until the Contract Value is reduced to zero (\$0). If the Contract Value is zero (\$0), Acceleration Benefit and Growth Benefit payments will be made by the Company until the LTC GA is zero (\$0).

If the Covered Life has not received any LTC Benefits in a consecutive twelve (12) month period, the Owner may elect to transfer the LTC Fixed Account Value systematically over a twelve (12) month period to the Variable Subaccounts according to the Contract Owner's future Variable Subaccount allocation instructions. Whether or not this election is made, any subsequent determination of Benefit Eligibility will be treated as a determination of initial Benefit Eligibility for purposes of this Provision.

LTC GUARANTEED AMOUNT (LTC GA)

Target LTC GA

The Target LTC GA is specified by the Owner upon election of this Rider in order to establish a desired Acceleration Benefit assuming the Company's receipt of expected Purchase Payments prior to the LTC Funding Deadline. Subject to our approval, the Target LTC GA and the Target Funding Amount may be changed by the Owner on or before the LTC Funding Deadline.

If, on or prior to the LTC Funding Deadline, a Withdrawal occurs, the Target LTC GA will not be reduced by the amount of the Withdrawal.

Initial LTC GA

The Initial LTC GA will be equal to (i) the Funding Amount shown on the LTC Benefit Specifications multiplied by (ii) the LTC Percentage as of the Rider Date. The LTC Percentage as of the Rider Date is shown on the LTC Benefit Specifications Page.

Adjustment for Additional Purchase Payments

Additional Purchase Payments accepted by the Company on or before the LTC Funding Deadline may increase the LTC GA. The LTC GA will be increased by the product of (a) and (b), where (a) is the amount of any such additional Purchase Payment, plus Bonus Credits if any, and (b) is the current LTC Percentage. However, the LTC GA will not be increased above the Target LTC GA.

Additional Purchase Payments accepted by the Company after the earlier of (a) the LTC Funding Deadline, and (b) the LTC GA equals the Target LTC GA, will not increase the LTC GA.

Adjustment for Withdrawals

Upon each Excess Withdrawal, the LTC GA will be reduced in the same proportion that the Withdrawal reduced the Contract Value. Upon each Conforming Withdrawal, the LTC GA will not be reduced.

Automatic Step-Ups (of the LTC GA)

On [each] Rider Date Anniversary where the Conditions for Automatic Step-Up are satisfied, the LTC GA is increased to equal the (i) the Contract Value multiplied by (ii) the LTC Percentage. If the product of (i) and (ii) does not exceed the LTC GA, there is no Automatic Step-Up on such Rider Date Anniversary. The Automatic Step-Up is determined prior to payment of LTC Benefits and Withdrawals that may also occur on a Rider Date Anniversary. After an Automatic Step-Up, the Growth Benefit is the LTC GA minus the Acceleration Benefit.

The Owner may irrevocably terminate future Automatic Step-Ups after the 5th Rider Date Anniversary, by providing Notice to the Company at least thirty (30) days prior to a Rider Date Anniversary.

Conditions for Automatic Step-Ups

An Automatic Step-Up may occur on [each] Rider Date Anniversary only if all of the following conditions are satisfied.

- a. The Covered Life as of that Valuation Date must be under age [eighty-six (86)].
- b. The Maximum LTC GA limit must not ever have been reached.
- c. The Company must not have accepted a Notice from the Owner requesting the termination of Automatic Step-Ups. The Company will not accept any such Notice until after the fifth (5th) Rider Date Anniversary has passed.
- [d. The [tenth (10th)] Rider Date Anniversary must not have passed.]

Maximum LTC GA

The LTC GA may not exceed [eight hundred thousand (\$800,000)].

Adjustment for LTC Benefits

The LTC GA will be reduced by the dollar amount of each Acceleration Benefit payment and Growth Benefit payment.

LTC PERCENTAGE

LTC Percentage on Rider Date

On the Rider Date, the LTC Percentage is (i) the Target LTC GA, divided by (ii), the Target Funding Amount. The LTC Percentage on the Rider Date is shown on the LTC Benefit Specifications.

Maximum LTC Percentage

The maximum LTC Percentage is 100%.

Target Adjustments On or Prior to the LTC Funding Deadline

If, on or prior to the LTC Funding Deadline, We approve Your request, if any, to change the Target LTC GA and/or Target Funding Amount, the LTC Percentage will be recalculated and made effective as of the Rider Date. Any such change to the LTC Percentage may result in a different Initial LTC GA. Every transaction will be recalculated and made effective as of the original transaction date, to reflect the change.

Adjustment for Additional Purchase Payments

The LTC Percentage will adjust upon any Purchase Payment received after the earlier of (i) the LTC Funding Deadline, and (ii) the LTC GA equals the Target LTC GA. The LTC Percentage after such Purchase Payments will equal the result of the following formula: $((a * b) / c)$, where $(a * b)$ may never exceed the Maximum LTC GA, and:

- a. is the LTC Percentage before the Purchase Payment,
- b. is the Contract Value before the Purchase Payment, and
- c. is the Contract Value after the Purchase Payment.

Adjustment for LTC Charges

The LTC Percentage will adjust after each LTC Charge deduction. The LTC Percentage after the LTC Charge deduction will equal the result of the following formula: $((a * b) - c) / d$, where $((a * b) - c)$ may never exceed the Maximum LTC GA, and:

- a. is the LTC Percentage before the LTC Charge deduction,
- b. is the Contract Value before the LTC Charge deduction,
- c. is the LTC Charge deducted, and
- d. is the Contract Value after the LTC Charge deduction.

Adjustment for Withdrawals

The LTC Percentage will adjust upon any Conforming Withdrawal. The LTC Percentage after the Conforming Withdrawal will equal the result of the following formula: $((a * b) / c)$, where $(a * b)$ may never exceed the Maximum LTC GA, and:

- a. is the LTC Percentage before the Conforming Withdrawal,
- b. is the Contract Value before the Conforming Withdrawal, and
- c. is the Contract Value after the Conforming Withdrawal.

The LTC Percentage will not adjust upon any Excess Withdrawal.

Adjustment for LTC Benefits

The LTC Percentage will adjust upon any LTC Benefit payment. The LTC Percentage after the payment will equal the result of the following formula: $((a * b) - c) / d$, where $((a * b) - c)$ may never exceed the Maximum LTC GA, and:

- a. is the LTC Percentage before the LTC Benefit payment,
- b. is the Contract Value before the LTC Benefit payment,
- c. is the LTC Benefit payment amount, and
- d. is the Contract Value after the LTC Benefit payment.

DEDUCTIBLE PERIOD

The Deductible Period is shown in the LTC Benefit Specifications. This Deductible Period must be completely satisfied before LTC Benefits will be payable. The Deductible Period must be satisfied only once. The Deductible Period will not begin until after the LTC Coverage Effective Date and must be satisfied only by days during which the Covered Life would otherwise be eligible to receive LTC Benefits. Such eligibility need not be incurred over consecutive days.

ACCELERATION BENEFITS

Acceleration Benefit

The Acceleration Benefit is a portion of the LTC Benefits and may be paid from the Contract Value. The initial Acceleration Benefit equals the LTC GA on the Rider Date. As Acceleration Benefits are paid, the remaining LTC GA and the remaining Acceleration Benefit will be reduced by the Acceleration Benefit payment. Each Acceleration Benefit payment will be deducted from the LTC Fixed Account Value, if any, otherwise any other Contract Value. If the Contract Value is zero (\$0), the Acceleration Benefit payments will be made by the Company until the Acceleration Benefit remaining is zero (\$0).

Acceleration Benefit payments are limited by (i) Benefit Eligibility pursuant to the LTC Coverage Endorsement, (ii) Acceleration Benefits remaining, (iii) the Maximum Monthly Level Benefit, and (iv) the type of Qualified Long-Term Care Services received, pursuant to the LTC Benefits provision of the LTC Coverage Endorsement.

Adjustment for Withdrawals

Upon each Excess Withdrawal, the Acceleration Benefit will be reduced in the same proportion that the Withdrawal reduced the Contract Value. Upon each Conforming Withdrawal, the Acceleration Benefit will not be reduced.

Acceleration Benefit Duration

The Acceleration Benefit Duration is the period during which Acceleration Benefits are payable, expressed in months.

Because [(a) any calendar month's LTC Benefits may be less than the Maximum Monthly Level Benefit, [and (b) the Maximum Monthly Level Benefit may be less than the Target Maximum Monthly Level Benefit due to payment of Acceleration Benefits before the fifth (5th) Rider Date Anniversary,] the Acceleration Benefit Duration may be greater than the Minimum Acceleration Benefit Duration. The Acceleration Benefit Duration will end and the Extension Benefit Duration will begin when the entire Acceleration Benefit has been paid.

Minimum Acceleration Benefit Duration

The Minimum Acceleration Benefit Duration is used in determining the Maximum Monthly Level Benefit on the Rider Date [and the five (5) subsequent Rider Date Anniversaries]. The Minimum Acceleration Benefit Duration is shown in the LTC Benefit Specifications.

MAXIMUM MONTHLY LEVEL BENEFIT

Beginning on the Rider Date, [and continuing on each Rider Date Anniversary up to and concluding upon the fifth (5th) Rider Date Anniversary,] the Maximum Monthly Level Benefit is determined. It will equal $A / (B + [C] - D)$, where

A = Acceleration Benefit;

B = Minimum Acceleration Benefit Duration shown on the LTC Rider Specifications (in months);

[C = Number of Rider Months from the Rider Date to the fifth (5th) Rider Date Anniversary, or sixty (60);]

D = Number of Rider Months elapsed since the Rider Date;

[After the fifth (5th) Rider Date Anniversary,] the Maximum Monthly Level Benefit will not be adjusted, unless there is an Excess Withdrawal. Upon each Excess Withdrawal [(before or after the fifth (5th) Rider Date Anniversary)], the Maximum Monthly Level Benefit will be reduced in the same proportion that the Excess Withdrawal reduced the Contract Value. The Maximum Monthly Level Benefit will not be reduced upon payment of LTC Benefits or upon a Conforming Withdrawal. The Maximum Monthly Level Benefit is determined using the Acceleration Benefit prior to payment of LTC Benefits and Withdrawals that may also occur on a Rider Date Anniversary.

GROWTH BENEFITS

The Growth Benefit is an amount that may be paid as LTC Benefits in excess of the Acceleration Benefit and Extension Benefit. Growth Benefits are paid for a calendar month only if LTC Benefits requested for such calendar month exceed the payable Acceleration Benefit or Extension Benefit. Growth Benefit payments are limited by (i) Benefit Eligibility pursuant to the LTC Coverage Endorsement, (ii) Growth Benefits remaining, (iii) the Maximum Monthly Growth Benefit, and (iv) the type of Qualified Long-Term Care Services received, pursuant to the LTC Benefits provision of the LTC Coverage Endorsement.

If the Extension Benefit has been reduced to zero (\$0), Growth Benefit payments are not limited by the Maximum Monthly Growth Benefit or the type of Qualified Long-Term Care Services received. Any amount of Growth Benefits will be payable, limited only by Benefit Eligibility and Growth Benefits remaining.

Growth Benefit

The Growth Benefit is the LTC GA minus the Acceleration Benefit. It is zero (\$0) on the Rider Date. On [each] Rider Date Anniversary, the LTC GA, and thus, the Growth Benefit, is redetermined pursuant to the Automatic Step-Up subsection of the LTC GA provision, above. As Growth Benefits are paid, the remaining LTC GA and remaining Growth Benefit will be reduced by the Growth Benefit payment. Each Growth Benefit payment will be deducted from the LTC Fixed Account Value, if any, otherwise any other Contract Value. If the Contract Value is zero (\$0), the Growth Benefit payments will be made by the Company until the LTC GA is zero (\$0).

Adjustments for Withdrawals

Upon each Excess Withdrawal, the LTC GA and Growth Benefit will be reduced in the same proportion that the Excess Withdrawal reduced the Contract Value. The Growth Benefit will not be adjusted upon a Conforming Withdrawal.

MAXIMUM MONTHLY GROWTH BENEFIT

On each Rider Date Anniversary, the Maximum Monthly Growth Benefit is determined. It will equal $E / ((F + G) / H)$, not to exceed E where:

E = Growth Benefit;

F = Acceleration Benefit;

G = Extension Benefit;

H = Maximum Monthly Level Benefit.

The Maximum Monthly Growth Benefit is determined using the Growth Benefit, Acceleration Benefit, Extension Benefit, and Maximum Monthly Level Benefit prior to payment of LTC Benefits and Withdrawals that may also occur on a Rider Date Anniversary.

Upon each Excess Withdrawal, the Maximum Monthly Growth Benefit will be reduced in the same proportion that the Excess Withdrawal reduced the Contract Value. The Maximum Monthly Growth Benefit will not be reduced upon payment of LTC Benefits or upon a Conforming Withdrawal.

EXTENSION BENEFITS

Extension Benefit

The Extension Benefit is an amount that may be paid as LTC Benefits after the Acceleration Benefit has been reduced to zero (\$0). The initial Extension Benefit will equal the result of the following formula: $[J * (K / L)]$, where

J = the LTC GA on the LTC Funding Deadline,

K = the Minimum Extension Benefit Duration shown in the LTC Benefit Specifications, and

L = the Minimum Acceleration Benefit Duration shown in the LTC Benefit Specifications.

As Extension Benefits are paid, the remaining Extension Benefit will be reduced by the Extension Benefit payment.

Extension Benefit payments are limited by (i) Benefit Eligibility pursuant to the LTC Coverage Endorsement, (ii) Extension Benefits remaining, (iii) the Maximum Monthly Level Benefit, and (iv) the type of Qualified Long-Term Care Services received, pursuant to the LTC Benefits provision of the LTC Coverage Endorsement.

Adjustments for Withdrawals

Upon each Excess Withdrawal, the Extension Benefit will be reduced in the same proportion that the Excess Withdrawal reduced the Contract Value. The Extension Benefit will not be reduced upon a Conforming Withdrawal.

Extension Benefit Duration

The Extension Benefit Duration is the period, expressed in months, beginning after the entire Acceleration Benefit has been reduced to zero (\$0) and during which Extension Benefits are payable. The Minimum Extension Benefit Duration is shown in the LTC Benefit Specifications, expressed in years.

Because [(a)] any calendar month's LTC Benefits may be less than the Maximum Monthly Level Benefit, [and (b) the Maximum Monthly Level Benefit may be less than the Target Maximum Monthly Level Benefit due to payment of Acceleration Benefits before the fifth (5th) Rider Date Anniversary,] the Extension Benefit Duration may be greater than the Minimum Extension Benefit Duration. The Extension Benefit Duration will end when the entire Extension Benefit has been paid.

NONFORFEITURE BENEFIT

If either Optional Nonforfeiture or Contingent Nonforfeiture apply, this Nonforfeiture Benefit provision will remain in effect after termination of this Rider whether or not the Contract to which this Rider is attached remains In Force.

The Nonforfeiture Benefit is the total amount available under this section to pay LTC Benefits for the Covered Life. The Nonforfeiture Benefit will be an amount equal to the greater of:

- a. One (1) month's Maximum Monthly Level Benefit in effect as of the date this Rider is terminated, not to exceed the remaining Extension Benefits; or
- b. An amount equal to the sum of all Extension Benefit Charges and Optional Nonforfeiture Benefit Charges, if any, paid for this Rider, less any Extension Benefits paid prior to the date this Rider is terminated.

No Nonforfeiture Benefits are payable prior to the [seventh (7th) Rider Date Anniversary and] satisfaction of any remaining Deductible Period. All claims for Nonforfeiture Benefits are subject to the terms of the attached LTC Coverage Endorsement. The Maximum Monthly Nonforfeiture Benefit under this section will be the Maximum Monthly Level Benefit in effect as of the date this Rider is terminated, subject to the LTC Benefits provision in the LTC Coverage Endorsement.

This Nonforfeiture Benefit will continue as paid-up long-term care coverage until the earlier of the death of the Covered Life or the date the Nonforfeiture Benefit has been paid. The Nonforfeiture Benefit will not exceed the remaining Extension Benefits which would have been paid if this Rider had remained In Force.

Optional Nonforfeiture

If the Optional Nonforfeiture Benefit Charge is not shown in the LTC Benefit Specifications, this Optional Nonforfeiture subsection is void and will have no effect upon this Rider. If Optional Nonforfeiture is elected on the Rider Date, as shown in the LTC Benefit Specifications, the Nonforfeiture Benefit will be provided after this Rider has been terminated for any of the following reasons in addition to the reasons stated in the Contingent Nonforfeiture subsection:

- a. The Contract is surrendered at least three (3) years after the Rider Date;
- b. The Owner requests In Writing to terminate this Rider after the [third (3rd) Rider Date Anniversary];
- c. The Owner elects an Annuity Commencement Date prior to the Maturity Date and after the [third (3rd) Rider Date Anniversary].

Contingent Nonforfeiture

Whether or not the Optional Nonforfeiture Benefit Charge is shown in the LTC Benefit Specifications, this Contingent Nonforfeiture subsection is effective. The Company will provide the Nonforfeiture Benefit if both of the following conditions are met:

- a. The Company increases the current Extension Benefit Charge rate to a level which results in a cumulative increase equal to or greater than the percentage shown in the Percent Over Initial Charges table below for the Covered Life's age on the Rider Date; and
- b. This Contract is surrendered, or the Owner elects to terminate this Rider, within one hundred twenty (120) days after the first Rider Charge Day subsequent to the Extension Benefit Charge rate increase.

Issue Age	Percent Over Initial Charges		Issue Age	Percent Over Initial Charges		Issue Age	Percent Over Initial Charges
29 and under	200%		66	48%		79	22%
30-34	190%		67	46%		80	20%
35-39	170%		68	44%		81	19%
40-44	150%		69	42%		82	18%
45-49	130%		70	40%		83	17%
50-54	110%		71	38%		84	16%
55-59	90%		72	36%		85	15%
60	70%		73	34%		86	14%
61	66%		74	32%		87	13%
62	62%		75	30%		88	12%
63	58%		76	28%		89	11%
64	54%		77	26%		90 Plus	10%
65	50%		78	24%			

LTC BENEFITS AS OF MATURITY DATE (COVERED LIFE'S [95TH] BIRTHDAY)

If the Contract has reached the Maturity Date and the Owner is not receiving LTC Benefits as of that date, the Owner must elect an Annuity Payment Option guaranteed under the Contract or any other annuity payment option made available as agreed upon in writing by the Company. Unless otherwise agreed by the Company, LTC Charges will end, the remaining Extension Benefit will be in force paid-up long-term care coverage, and all other LTC Benefits will be terminated.

If the Contract has reached the Maturity Date and the Owner is receiving LTC Benefits under this Rider, the Company will extend the Maturity Date and will continue to pay LTC Benefits. LTC Charges and LTC Benefits will continue until the earlier of: (i) the death of the Covered Life; (ii) all LTC Benefits have been reduced to zero (\$0); (iii) Benefit Eligibility ends; (iv) the Contract is terminated, or (v) the Owner elects an Annuity Payment Option guaranteed under the Contract or any other annuity payment option made available as agreed upon in writing by the Company.

Within ninety (90) days after LTC Benefits end due to (ii) or (iii) above, the Owner must elect an Annuity Payment Option guaranteed under the Contract or any other annuity payment option made available as agreed upon in writing by the Company. Any remaining Extension Benefit will be paid-up long-term care coverage.

Any LTC Benefit paid pursuant to this provision will be subject to all the terms, provisions and conditions of this Rider and the attached Long-Term Care Coverage Endorsement.

GENERAL INFORMATION

References to **Annuity Commencement Date** will be understood to include a Variable Annuity Payment Option Rider 'Periodic Income Commencement Date,' a CPI Adjusted Fixed Immediate Annuity Payment Option Rider 'Initial Scheduled Payment Date,' and any similar Payment Option Rider's annuity commencement date.

Effect of LTC Benefits on Annuity Contract Values. If as a result of Acceleration Benefit payments or Growth Benefit payments or LTC Charges, the Contract Value is reduced such that the Company has the right to terminate the contract under Article 5.03 of the Contract, such right to terminate the Contract is void if this Rider is In Force.

Additional Purchase Payments. In addition to any limitations on amount and frequency of additional Purchase Payments shown in the Contract Specifications, the Company may not accept additional Purchase Payments after the LTC Funding Deadline while this Rider is in force. No additional Purchase Payments may be made after the Contract Value is reduced to zero (\$0) while this Rider is in force.

Availability of Annuity Death Benefit. If the Owner or Covered Life dies while the Covered Life is receiving LTC Benefits under this Rider, the Company reserves the right to recoup LTC Benefits paid for months after Benefit Eligibility ceased due to death, and to withhold the portion of any Death Benefit that would otherwise be payable until the Company has verified that it has received all remaining claims for LTC Benefits.

Contract Value Reduces to Zero (\$0). After the Contract Value is reduced to zero (\$0), if the Contract terminates due to death no Death Benefit will be paid. The Company will not terminate LTC Benefits because the Contract Value is reduced to zero (\$0) before the Maturity Date, unless the Contract is surrendered.

If the Contract Value is reduced to zero (\$0) by an Excess Withdrawal, the Contract is deemed surrendered and both the Contract and this Rider terminate, and no LTC Benefits shall be paid except as provided for under the Nonforfeiture Benefit provision. If the Contract Value is reduced to zero (\$0) other than by an Excess Withdrawal, the Contract will not be deemed surrendered.

If upon the Maturity Date the Contract Value is zero (\$0) and the Owner is not receiving LTC Benefits, the remaining Extension Benefit will be in force paid-up long-term care coverage and all other LTC Benefits will be terminated.

If upon the Maturity Date the Contract Value is zero (\$0) and the Owner is receiving LTC Benefits, the Company will extend the Maturity Date and will continue to pay LTC Benefits. LTC Benefits will continue until the earlier of: (i) the death of the Covered Life; (ii) all LTC Benefits have been reduced to zero (\$0); or (iii) Benefit Eligibility ends. If Benefit Eligibility ends, the remaining Extension Benefit will be in force paid-up long-term care coverage and all other LTC Benefits will be terminated.

No additional Purchase Payments may be made after the Contract Value is reduced to zero (\$0) while this Rider is in force.

Misstatement of Age or Sex. If the Covered Life's age or sex has been misstated, the Company will adjust the LTC Charges to the amounts that would have applied based on the Covered Life's correct age or sex. If this Rider would not have been issued at the correct age and sex, this Rider will be cancelled and the Company will refund all LTC Charges paid less any LTC Benefits paid.

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

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, then each Acceleration Benefit payment and Growth Benefit payment will [be treated as a Withdrawal for purposes of the calculation of death benefit reductions].

Continuation of Annuity Contract by Eligible Beneficiary. If the Beneficiary designated at the time of the original Owner's death or original Covered Life's death elects to continue the Contract, pursuant to Code §72, as the Owner and Covered Life, this Rider will terminate without value.

Representations. In the absence of fraud, any statement made by the Owner or by the Covered Life in an application for this Rider, or any statement agreed to by the Owner or by the Covered Life in a contract amendment, will be deemed to be a representation and not a warranty. Such statement may not be used in defense of a claim, unless it is contained in a signed, written application for this Rider or in a signed, written contract amendment attached to this Contract.

Incontestability. A misrepresentation by the Owner or by the Covered Life in any application or contract amendment for long-term care coverage may be used to void or cancel this Long-Term Care Benefits Rider. During the first six (6) months following the Rider Date shown on the LTC Benefit Specifications, the Company may void or cancel this Rider only if the misrepresentation was material to the issuance of this Rider. After the first six (6) months but before the end of the first twenty-four (24) months, the Company may void or cancel this Rider only if the misrepresentation was material to both the issuance of this Rider and the claim for which benefits are being sought. After this Rider has been In Force for twenty-four (24) months following the Rider Date shown on the LTC Benefit Specifications, the Company can void or cancel this Rider only if the Company can show that the relevant facts relating to the health of the Covered Life were knowingly and intentionally misrepresented. No benefits will be paid under this Rider if voided or cancelled.

Conformity With State and Federal Statutes. If any feature of this Rider is in conflict with the statutes of the state in which the Entire Contract was delivered or with the Federal statutes which pertain to Qualified Long-Term Care insurance, such feature is automatically amended to meet the minimum requirements of the state or Federal statute.

Assignments. While this Rider is in effect, the Owner may not sell or assign the Contract, 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 RIDER

Coverage under this Rider is contingent upon the Company's receipt of a completed and signed Contract Amendment for LTC Benefits. This Rider will terminate [forty-five (45)] days after the Rider Date if the duplicate copy of the Contract Amendment for LTC Benefits is not signed by the Owner and the Covered Life (if different) and returned to and received by the Company at its Administrative Office.

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

The Owner may terminate this Rider upon Written Request any time after the [third (3rd) Rider Date

Anniversary]. The Owner may not terminate this Rider upon Written Request prior to the [third (3rd) Rider Date Anniversary].

The Rider will also terminate as follows:

- a. on the date the Owner exercises the Contingent Nonforfeiture provision option to terminate this Rider or surrender the Contract;
- b. on the date the Owner is changed due to death or divorce;
- c. on the death of the Covered Life.

Upon termination of this Rider, all benefits (except benefits provided under the Nonforfeiture Benefit provision) and charges within this Rider will terminate, any LTC Fixed Account Value will be transferred to the Variable Subaccounts according to the Contract Owner's future Variable Subaccount allocation instructions, and a proportional amount of the LTC Charge will be deducted.

Signed for the Company


Secretary

CONTRACT AMENDMENT FOR LTC BENEFITS

Effective upon the date it is signed by the Owner (and the Covered Life if different), this Contract Amendment For LTC Benefits ("Contract Amendment") shall become a part of the Annuity Contract ("Contract") to which it is attached.

Signed for The Lincoln National Life Insurance Company (the "Company")


Charles A. Brawley III, Secretary

I, the Owner, acknowledge that the Long-Term Care Benefits Rider that describes long-term care benefits under the Contract shall be terminated and void from the beginning if this Contract Amendment is not: (1) signed and dated by me (and the Covered Life if different); and (2) received by the Company within [45] days of the effective date of such Rider.

I, the Owner (and the Covered Life if different), hereby affirm and agree that all the following statements are true to the best of my knowledge and belief. I understand that eligibility for long-term care coverage under the Contract is established by this Contract Amendment. I acknowledge that if any of the following statements are not true, the Covered Life is not eligible for long-term care coverage under the Contract. I acknowledge that if I knowingly and intentionally misrepresent the truthfulness of any of the following statements, which are relevant facts relating to the health of the Covered Life, the provisions of the Contract that relate to LTC Benefits may be void from the beginning pursuant to the Incontestability clause of the Long-Term Care Benefits Rider.

1. In the past 5 years, the Covered Life has **not**:
 - a. Applied for any long-term care insurance, or annuity or life insurance with a long-term care benefit and been either: (i) declined; or (ii) offered coverage on a rated or modified risk classification basis.
 - b. Resided in, nor been recommended by a Licensed Health Care Practitioner to reside in, a Nursing Home or Assisted Living Facility, as defined in the Long-Term Care Coverage Endorsement.
 - c. Received Home Health Care, Maintenance or Personal Care Services, or Adult Day Care, as defined in the Long-Term Care Coverage Endorsement, for more than a total of 14 days.
 - d. Received or applied for any form of disability benefits, including but not limited to disability insurance, Worker's Compensation, and Social Security Disability Insurance.
 - e. Had any impairment, mental or physical, for which the Covered Life needed or received assistance or supervision with the Activities of Daily Living (Bathing, Continence, Dressing, Eating, Toileting, or Transferring) as defined in the Long-Term Care Coverage Endorsement.
 - f. Used or been advised by a Licensed Health Care Practitioner to use: oxygen, catheter, dialysis machine or other health-related mechanical device.
 - g. Been told by a Licensed Health Care Practitioner to limit alcohol intake.
 - h. Been advised by a Licensed Health Care Practitioner to have any surgery which has not been completed.
 - i. Been issued a permanent handicap parking placard, plate or sticker, unless issued for use pursuant to qualification of someone other than the Covered Life as handicapped.

[OWNER CONTRACT COPY]

SERFF Tracking Number: LCNC-126574926 State: Arkansas
 Filing Company: The Lincoln National Life Insurance Company State Tracking Number: 45444
 Company Tracking Number: AR518(3-10) ET AL
 TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
 Variable and Variable
 Product Name: VA LTC Amendment/Rider
 Project Name/Number: /

Rate/Rule Schedule

Schedule Item Status:	Document Name:	Affected Form Numbers: (Separated with commas)	Rate Action:	Rate Action Information:	Attachments
	rates for AR518(3-10)	AR518(3-10)	New		Rates-AR518(3-10)-NW.pdf
	rates for AR519(3-10)	AR519(3-10)	New		Rates-AR519(3-10)-NW.pdf

Exhibit 1
The Lincoln National Life Insurance Company
For
AR-518(3-10), Long-Term Care Benefits Rider
AE-517(1-10), Long-Term Care Coverage Endorsement

Extension Benefit Annual Charges
(Charges Denoted as % of Extension Benefit)

Issue Age Band	Female		
	Design Combination*		
	2+2	2+4	3+3
35-39	0.44%	0.24%	0.40%
40-44	0.44%	0.24%	0.40%
45-49	0.46%	0.26%	0.40%
50-54	0.52%	0.30%	0.44%
55-59	0.58%	0.36%	0.46%
60-64	0.70%	0.42%	0.52%
65-69	0.86%	0.54%	0.60%
70-74	1.18%	0.76%	0.76%
75-79	1.58%	1.02%	0.96%

Issue Age Band	Male		
	Design Combination*		
	2+2	2+4	3+3
35-39	0.42%	0.22%	0.38%
40-44	0.42%	0.22%	0.38%
45-49	0.44%	0.24%	0.40%
50-54	0.46%	0.26%	0.40%
55-59	0.50%	0.28%	0.42%
60-64	0.52%	0.30%	0.44%
65-69	0.60%	0.34%	0.48%
70-74	0.72%	0.42%	0.54%
75-79	0.88%	0.50%	0.62%

Issue Age Band	Unisex		
	Design Combination*		
	2+2	2+4	3+3
35-39	0.44%	0.24%	0.40%
40-44	0.44%	0.24%	0.40%
45-49	0.46%	0.26%	0.40%
50-54	0.52%	0.30%	0.44%
55-59	0.56%	0.32%	0.46%
60-64	0.64%	0.38%	0.50%
65-69	0.82%	0.50%	0.58%
70-74	1.10%	0.68%	0.72%
75-79	1.44%	0.90%	0.90%

* The first digit is for Acceleration Duration and the second digit is for Extension Duration

Exhibit 2
The Lincoln National Life Insurance Company
For
AR-518(3-10), Long-Term Care Benefits Rider
AE-517(1-10), Long-Term Care Coverage Endorsement

Optional Nonforfeiture Benefit Annual Charges
(Charges Denoted as % of Extension Benefit)

		Female		
Issue		Design Combination*		
Age Band		2+2	2+4	3+3
35-39		0.07%	0.04%	0.06%
40-44		0.07%	0.04%	0.06%
45-49		0.07%	0.04%	0.06%
50-54		0.08%	0.05%	0.07%
55-59		0.09%	0.06%	0.07%
60-64		0.11%	0.07%	0.08%
65-69		0.13%	0.09%	0.09%
70-74		0.18%	0.12%	0.12%
75-79		0.24%	0.16%	0.15%

		Male		
Issue		Design Combination*		
Age Band		2+2	2+4	3+3
35-39		0.07%	0.04%	0.06%
40-44		0.07%	0.04%	0.06%
45-49		0.07%	0.04%	0.06%
50-54		0.07%	0.04%	0.06%
55-59		0.08%	0.05%	0.07%
60-64		0.08%	0.05%	0.07%
65-69		0.09%	0.06%	0.08%
70-74		0.11%	0.07%	0.09%
75-79		0.14%	0.08%	0.10%

		Unisex		
Issue		Design Combination*		
Age Band		2+2	2+4	3+3
35-39		0.07%	0.04%	0.06%
40-44		0.07%	0.04%	0.06%
45-49		0.07%	0.04%	0.06%
50-54		0.08%	0.05%	0.07%
55-59		0.09%	0.05%	0.07%
60-64		0.10%	0.06%	0.08%
65-69		0.13%	0.08%	0.09%
70-74		0.17%	0.11%	0.11%
75-79		0.22%	0.14%	0.14%

* The first digit is for Acceleration Duration and the second digit is for Extension Duration

Exhibit 1
The Lincoln National Life Insurance Company
For
AR-519(3-10), Long-Term Care Benefits Rider
AE-517(1-10), Long-Term Care Coverage Endorsement

Extension Benefit Annual Charges
(Charges Denoted as % of Extension Benefit)

Female			
Issue	Design Combination*		
Age Band	2+2	2+4	3+3
35-39	0.44%	0.24%	0.40%
40-44	0.44%	0.24%	0.40%
45-49	0.46%	0.26%	0.40%
50-54	0.52%	0.30%	0.44%
55-59	0.58%	0.36%	0.46%
60-64	0.70%	0.42%	0.52%
65-69	0.86%	0.54%	0.60%
70-74	1.18%	0.76%	0.76%
75-79	1.58%	1.02%	0.96%

Male			
Issue	Design Combination*		
Age Band	2+2	2+4	3+3
35-39	0.42%	0.22%	0.38%
40-44	0.42%	0.22%	0.38%
45-49	0.44%	0.24%	0.40%
50-54	0.46%	0.26%	0.40%
55-59	0.50%	0.28%	0.42%
60-64	0.52%	0.30%	0.44%
65-69	0.60%	0.34%	0.48%
70-74	0.72%	0.42%	0.54%
75-79	0.88%	0.50%	0.62%

Unisex			
Issue	Design Combination*		
Age Band	2+2	2+4	3+3
35-39	0.44%	0.24%	0.40%
40-44	0.44%	0.24%	0.40%
45-49	0.46%	0.26%	0.40%
50-54	0.52%	0.30%	0.44%
55-59	0.56%	0.32%	0.46%
60-64	0.64%	0.38%	0.50%
65-69	0.82%	0.50%	0.58%
70-74	1.10%	0.68%	0.72%
75-79	1.44%	0.90%	0.90%

* The first digit is for Acceleration Duration and the second digit is for Extension Duration

Exhibit 2
The Lincoln National Life Insurance Company
For
AR-519(3-10), Long-Term Care Benefits Rider
AE-517(1-10), Long-Term Care Coverage Endorsement

Optional Nonforfeiture Benefit Annual Charges
(Charges Denoted as % of Extension Benefit)

Female			
Issue	Design Combination*		
Age Band	2+2	2+4	3+3
35-39	0.07%	0.04%	0.06%
40-44	0.07%	0.04%	0.06%
45-49	0.07%	0.04%	0.06%
50-54	0.08%	0.05%	0.07%
55-59	0.09%	0.06%	0.07%
60-64	0.11%	0.07%	0.08%
65-69	0.13%	0.09%	0.09%
70-74	0.18%	0.12%	0.12%
75-79	0.24%	0.16%	0.15%

Male			
Issue	Design Combination*		
Age Band	2+2	2+4	3+3
35-39	0.07%	0.04%	0.06%
40-44	0.07%	0.04%	0.06%
45-49	0.07%	0.04%	0.06%
50-54	0.07%	0.04%	0.06%
55-59	0.08%	0.05%	0.07%
60-64	0.08%	0.05%	0.07%
65-69	0.09%	0.06%	0.08%
70-74	0.11%	0.07%	0.09%
75-79	0.14%	0.08%	0.10%

Unisex			
Issue	Design Combination*		
Age Band	2+2	2+4	3+3
35-39	0.07%	0.04%	0.06%
40-44	0.07%	0.04%	0.06%
45-49	0.07%	0.04%	0.06%
50-54	0.08%	0.05%	0.07%
55-59	0.09%	0.05%	0.07%
60-64	0.10%	0.06%	0.08%
65-69	0.13%	0.08%	0.09%
70-74	0.17%	0.11%	0.11%
75-79	0.22%	0.14%	0.14%

* The first digit is for Acceleration Duration and the second digit is for Extension Duration

SERFF Tracking Number: LCNC-126574926 State: Arkansas
 Filing Company: The Lincoln National Life Insurance Company State Tracking Number: 45444
 Company Tracking Number: AR518(3-10) ET AL
 TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
 Variable and Variable
 Product Name: VA LTC Amendment/Rider
 Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: N/A - submitted forms for use with variable product		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: n/a		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments:		
Attachments:		
SOV-AA-531(3-10).pdf		
SOV-AR-518(3-10).pdf		
SOV-AR-519(3-10).pdf		

	Item Status:	Status Date:
Satisfied - Item: LTC Personal Worksheet & Outline of Coverage		
Comments:		
Attached here are the LTC Outline of Coverage (ANF10125) and LTC Personal Worksheet (ANF10123) for information only purposes.		

As we are reserving the right to increase charges associated with rider forms AR-518(3-10) or AR-519(3-10) , attached for information only purposes is the Rate Increase Disclosure that will be used with the issued contracts.

SERFF Tracking Number: LCNC-126574926 State: Arkansas
Filing Company: The Lincoln National Life Insurance Company State Tracking Number: 45444
Company Tracking Number: AR518(3-10) ET AL
TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
Variable and Variable
Product Name: VA LTC Amendment/Rider
Project Name/Number: /

Attachments:
ANF10123.pdf
ANF10125.pdf
ANF10124.pdf

Item Status:

**Status
Date:**

Satisfied - Item: Certification of Compliance

Comments:

Attachment:

AR Cert - reg 19.pdf

STATEMENT OF VARIABILITY

The Lincoln National Life Insurance Company

Contract Amendment for LTC Benefits: **AA-531(3-10)**

Used with

- 1) Long-Term Care Coverage Endorsement: **AE-517(1-10)**
- 2) Long-Term Care Benefits Rider: **AR-518(3-10)**
- 3) Long-Term Care Benefits Rider: **AR-519(3-10)**
- 4) LTC Fixed Account Rider: **AR-532(1-10)**
- 5) LTC Benefit Specifications: **AS-533(1-10)**

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 the Company for new contracts only. The use of variability shall be administered in a uniform manner and shall not result in unfair discrimination.

CONTRACT OWNER NAME: [JOHN DOE]
[PRODUCT NAME] CONTRACT NUMBER: [XX987654321]

RANGE: The Contract Owner Name and Contract Number are client-specific. The Product Names currently possible to be shown are: Multi Fund 5; Lincoln Select; American Legacy[®]; American Legacy[®] (A Class); American Legacy[®] (B Class); American Legacy[®] Design 1; American Legacy[®] Design 2; American Legacy[®] Design 3; Shareholders Advantage; Lincoln ChoicePlusSM; Lincoln ChoicePlusSM Design 1; Lincoln ChoicePlusSM Design 2; Lincoln ChoicePlusSM Design 3; Lincoln ChoicePlusSM Assurance (A Class); Lincoln ChoicePlusSM Assurance (B Class); Lincoln ChoicePlusSM Assurance (Bonus); Lincoln ChoicePlusSM Fixed; Lincoln GrowSmart; Lincoln ChoicePlusSM Advantage Fixed.

EXPLANATION: The form will show the client's name, contract owner, and the name of the product. Because this form is returned to us by mail, having the Product Name helps our administrative team direct the form to the attention of the proper servicing department as efficiently and quickly as possible.

Signed for The Lincoln National Life Insurance Company (the "Company")


Secretary

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

I, the Owner, acknowledge that the Long-Term Care Benefits Rider that describes long-term care benefits under the Contract shall be terminated and void from the beginning if this Contract Amendment is not: (1) signed and dated by me (and the Covered Life if different); and (2) received by the Company within [45] days of the effective date of such Rider.

RANGE: The Company may set the time period for return of the Contract Amendment from 30 to 90 days after the Rider Date.

EXPLANATION: We wish to receive this affirmation as promptly as possible, but require flexibility in setting an absolute deadline pursuant to our actual experience with this process. As the first rider charges are assessed 3 months after the Rider Date, we would not set a deadline past the point upon which we would need to refund rider charges.

[OWNER CONTRACT COPY]

RANGE: The Company may print instructions such as AGENT COPY, OWNER SIGN & RETURN COPY, and OWNER CONTRACT COPY in the lower right-hand corner of the form.

EXPLANATION: The form is provided in triplicate. One copy is to be bound to the contract (Owner Contract Copy). One copy is to be returned to Lincoln for our records (Owner Sign & Return Copy). One copy is to be kept by the agent for her records (Agent Copy).

STATEMENT OF VARIABILITY

The Lincoln National Life Insurance Company

Long-Term Care Benefits Rider: **AR-518(3-10)**

Used with

- 1) Long-Term Care Coverage Endorsement: **AE-517(1-10)**
- 2) Contract Amendment for LTC Benefits: **AA-531(3-10)**
- 3) LTC Fixed Account Rider: **AR-532(1-10)**
- 4) LTC Benefit Specifications: **AS-533(1-10)**

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 the Company for new contracts only. The use of variability shall be administered in a uniform manner and shall not result in unfair discrimination.

Factors that may result in a change within the ranges of variability include but are not limited to the Company's determination of consumer preferences, current pricing, reserving guidelines, required capital guidelines, internal capital guidelines, internal profit targets, cost of benefit hedging and risk management, and expectations of policyholder lapse behavior, morbidity and mortality. Other factors that are applicable to specific ranges are indicated below. Changes within the ranges of variability that result in new charge rates are subject to long-term care rate filing requirements.

PAGE 1

NOTICE OF 30 DAY RIGHT TO EXAMINE. Within thirty (30) days after this Rider is first received, this Rider may be cancelled for any reason by contacting the Company In Writing at its Administrative Office at [1300 South Clinton Street, Fort Wayne, IN 46802]. Upon cancellation, this Rider will be void from the beginning. Any LTC Charges will be reversed. Cancellation of this Rider under this Right To Examine will not be treated as a cancellation of the entire Contract. Confirmation of this cancellation will be provided In Writing.

...

Caution. The issuance of this Long-Term Care Benefits Rider is based upon your affirmations and agreement to the statements on the Contract Amendment for LTC Benefits. A copy of the contract amendment was attached to this Rider when it was delivered. If any statement(s) affirmed and agreed to is (are) incorrect or untrue, the Company has the right to deny benefits or rescind your Rider. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of the statement(s) are incorrect, contact the company at this address: [1300 South Clinton Street, Fort Wayne, IN 46802].

RANGE: The actual administrative office address as of the Rider Date.

EXPLANATION: The current **Administrative Office address** is needed to show a client where to return their Rider for cancellation, should they choose to exercise their Right to Examine. The Company will comply with any requirements for notification of changes of address to the insurance regulatory authority.

PAGE 2

The following replaces the Maturity Date reference in the Contract Specifications.

MATURITY DATE: [95th] Birthday of the Covered Life.

PAGE 10

LTC BENEFITS AS OF MATURITY DATE (COVERED LIFE'S [95TH] BIRTHDAY)

RANGE: The Maturity Date, determined by the Company, as of the Rider Date. The date shall be no later than the 99th Birthday of the Covered Life.

EXPLANATION: The **Maturity Date** is the day through which annuity income must be deferred if the LTC Benefit rider is to continue. The client may choose to terminate their LTC coverage and annuitize before the Maturity Date. The Maturity Date is determined by the Company, but is the same for all contract holders of a given class.

PAGE 3

Target Maximum Monthly Level Benefit is the Maximum Monthly Level Benefit on the [fifth (5th) Rider Date Anniversary] if (i) on the LTC Funding Deadline the LTC GA is the Target LTC GA and (ii) no Excess Withdrawals or LTC Benefits are paid prior to the [fifth (5th) Rider Date Anniversary].

PAGE 7

Because [(a)] any calendar month's LTC Benefits may be less than the Maximum Monthly Level Benefit, [and (b) the Maximum Monthly Level Benefit may be less than the Target Maximum Monthly Level Benefit due to payment of Acceleration Benefits before the fifth (5th) Rider Date Anniversary,] the Acceleration Benefit Duration may be greater than the Minimum Acceleration Benefit Duration. The Acceleration Benefit Duration will end and the Extension Benefit Duration will begin when the entire Acceleration Benefit has been paid.

Minimum Acceleration Benefit Duration

The Minimum Acceleration Benefit Duration is used in determining the Maximum Monthly Level Benefit on the Rider Date [and the five (5) subsequent Rider Date Anniversaries]. The Minimum Acceleration Benefit Duration is shown in the LTC Benefit Specifications.

MAXIMUM MONTHLY LEVEL BENEFIT

Beginning on the Rider Date, [and continuing on each Rider Date Anniversary up to and concluding upon the fifth (5th) Rider Date Anniversary,] the Maximum Monthly Level Benefit is determined. It will equal $A / (B + [C] - D)$, where

A = Acceleration Benefit;

B = Minimum Acceleration Benefit Duration shown on the LTC Rider Specifications (in months);

[C = Number of Rider Months from the Rider Date to the fifth (5th) Benefit Anniversary, or sixty (60);]

D = Number of Rider Months elapsed since the Rider Date;

[After the fifth (5th) Rider Date Anniversary,] the Maximum Monthly Level Benefit will not be adjusted, unless there is an Excess Withdrawal. Upon each Excess Withdrawal [(before or after the [fifth (5th)] Rider Date Anniversary)], the Maximum Monthly Level Benefit will be reduced in the same proportion that the Excess Withdrawal reduced the Contract Value. The Maximum Monthly Level Benefit will not be reduced upon payment of LTC Benefits or upon a Conforming Withdrawal. The Maximum Monthly Level Benefit is determined using the Acceleration Benefit prior to payment of LTC Benefits and Withdrawals that may also occur on a Rider Date Anniversary.

PAGE 8

Because [(a)] any calendar month's LTC Benefits may be less than the Maximum Monthly Level Benefit, [and (b) the Maximum Monthly Level Benefit may be less than the Target Maximum Monthly Level Benefit due to payment of Acceleration Benefits before the fifth (5th) Rider Date Anniversary,] the Extension Benefit Duration may be greater than the Minimum Extension Benefit Duration. The Extension Benefit Duration will end when the entire Extension Benefit has been paid.

RANGE: Rider Date - 10th Rider Date Anniversary.

EXPLANATION: The applicable **Rider Date Anniversary** is the latest date that the payment of an LTC Benefit will impact the Maximum Monthly Level Benefit. The applicable Rider Date Anniversary is determined by the Company, but is the same for all contract holders of a given class.

If the applicable Rider Date Anniversary is the Rider Date itself, the definition of *Target Maximum Monthly Level Benefit* on page 3 shall refer to the 'Rider Date,' and all other bracketed language shall be deleted.

PAGE 4

Conforming Withdrawals are all Withdrawals to the extent that the amount withdrawn is equal to or less than the greater of zero (\$0) and (A) minus (B), where

(A) is [five percent (5%)] of the excess, if any, of the Contract Value as of the most recent Rider Date Anniversary (or, prior to the first Rider Date Anniversary, the Rider Date) over the Acceleration Benefit as of the most recent Rider Date Anniversary (or, prior to the first Rider Date Anniversary, the Rider Date), and

(B) is all prior Withdrawals in that Rider Year.

RANGE: The 0% - 50%.

EXPLANATION: Withdrawals from the annuity are either Conforming or Excess. **Conforming Withdrawals** will not reduce LTC Benefits. The Conforming Withdrawal percentage is determined by the Company, but is the same for all contract holders of a given class.

PAGE 5

The Acceleration Benefit Charge rate, Extension Benefit Charge rate, and any Optional Nonforfeiture Benefit Charge rate on a Rider Charge Day are based on (i) the Covered Life's [gender and] age as of the Rider Date, and (ii) the combination of the Minimum Acceleration Benefit Duration and Minimum Extension Benefit Duration.

RANGE: The rider charges may or may not be based upon the Covered Life's gender.

EXPLANATION: The product will be offered on a sex-distinct or unisex basis for new issues as determined by the Company, but is the same for all contract holders of a given class. The rate basis shall be supported by long-term care insurance rate filings.

PAGE 8

No Nonforfeiture Benefits are payable prior to the [seventh (7th) Rider Date Anniversary and] satisfaction of any remaining Deductible Period. All claims for Nonforfeiture Benefits are subject to the terms of the attached LTC Coverage Endorsement. The Maximum Monthly Nonforfeiture Benefit under this section will be the Maximum Monthly Level Benefit in effect as of the date this Rider is terminated, subject to the LTC Benefits provision in the LTC Coverage Endorsement.

RANGE: The Nonforfeiture Benefit may not be paid until the earliest that date that Extension Benefits would be available. The range is therefore from the Rider Date to 12 years after the Rider Date.

EXPLANATION: The applicable Rider Date Anniversary is the date upon which the Target monthly benefit could be available, plus the Minimum Acceleration Benefit Duration. The applicable Rider Date Anniversary is determined by the Company, but is the same for all contract holders of a given class.

If the applicable Rider Date Anniversary is the Rider Date itself, the bracketed language shall be deleted.

PAGE 9

Optional Nonforfeiture

If the Optional Nonforfeiture Benefit Charge is not shown in the LTC Benefit Specifications, this Optional Nonforfeiture subsection is void and will have no effect upon this Rider. If Optional Nonforfeiture is elected on the Rider Date, as shown in the LTC Benefit Specifications, the Nonforfeiture Benefit will be provided after this Rider has been terminated for any of the following reasons in addition to the reasons stated in the Contingent Nonforfeiture subsection:

- a. The Contract is surrendered at least three (3) years after the Rider Date;
- b. The Owner requests In Writing to terminate this Rider after the [third (3rd) Rider Date Anniversary];
- c. The Owner elects an Annuity Commencement Date prior to the Maturity Date and after the [third (3rd) Rider Date Anniversary].

PAGE 11-12

The Owner may terminate this Rider upon Written Request any time after the [third (3rd) Rider Date Anniversary]. The Owner may not terminate this Rider upon Written Request prior to the [third (3rd) Rider Date Anniversary].

RANGE: The Company may limit the right of the client to terminate the rider while keeping the annuity contract in force from the Rider Date to 10 years after the Rider Date.

EXPLANATION: Like many optional benefit riders for annuities, this rider is provided without a sales load or charge, but we do incur expenses in issuing coverage. In order to ensure that such expenses are recouped, we limit the right of the client to cancel coverage for a limited period of time. The earliest rider termination date is determined by the Company, but is the same for all contract holders of a given class.

PAGE 11

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

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, then each Acceleration Benefit payment will **[be treated as a Withdrawal for purposes of the calculation of death benefit reductions]**.

RANGE: Acceleration Benefit payments will either (A) “be treated as a Withdrawal for purposes of the calculation of death benefit reductions,” or (B) “reduce the Death Benefit by the payment amount.”

EXPLANATION: Under our variable annuity contracts with guaranteed death benefits equal to Purchase Payments less reductions (known as Guarantee of Principal death benefits), withdrawals and rider payments are variously treated as dollar-for-dollar reductions or as pro-rata reductions. The treatment of Acceleration Benefit payments under new issues of our LTC rider under either methodology for Guarantee of Principal death benefit purposes is determined by the Company, but is the same for all contract holders of a given class.

Coverage under this Rider is contingent upon the Company’s receipt of a completed and signed Contract Amendment for LTC Benefits. This Rider will terminate **[forty-five (45)]** days after the Rider Date if the duplicate copy of the Contract Amendment for LTC Benefits is not signed by the Owner and the Covered Life (if different) and subsequently returned to and received by the Company at its Administrative Office.

RANGE: The Company may set the time period for return of the Contract Amendment for LTC Benefits from 30 to 90 days after the Rider Date.

EXPLANATION: Long-term care coverage is issued contingent upon the client signing a Contract Amendment that affirms our understanding of the client’s current medical condition. We wish to receive this affirmation as promptly as possible, but require flexibility in setting an absolute deadline pursuant to our actual experience with this process. As the first rider charges are assessed 3 months after the Rider Date, we would not set a deadline past the point upon which we would need to refund rider charges.

PAGE 12

Signed for the Company


Secretary

EXPLANATION: The rider will be signed by a President, Vice President, Secretary or Assistant Secretary of the Company. 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

Long-Term Care Benefits Rider: **AR-519(3-10)**

Used with

- 1) Long-Term Care Coverage Endorsement: **AE-517(1-10)**
- 2) Contract Amendment for LTC Benefits: **AA-531(3-10)**
- 3) LTC Fixed Account Rider: **AR-532(1-10)**
- 4) LTC Benefit Specifications: **AS-533(1-10)**

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 the Company for new contracts only. The use of variability shall be administered in a uniform manner and shall not result in unfair discrimination.

Factors that may result in a change within the ranges of variability include but are not limited to the Company's determination of consumer preferences, current pricing, reserving guidelines, required capital guidelines, internal capital guidelines, internal profit targets, cost of benefit hedging and risk management, and expectations of policyholder lapse behavior, morbidity and mortality. Other factors that are applicable to specific ranges are indicated below. Changes within the ranges of variability that result in new charge rates are subject to long-term care rate filing requirements.

PAGE 1

NOTICE OF 30 DAY RIGHT TO EXAMINE. Within thirty (30) days after this Rider is first received, this Rider may be cancelled for any reason by contacting the Company In Writing at its Administrative Office at [1300 South Clinton Street, Fort Wayne, IN 46802]. Upon cancellation, this Rider will be void from the beginning. Any LTC Charges will be reversed. Cancellation of this Rider under this Right To Examine will not be treated as a cancellation of the entire Contract. Confirmation of this cancellation will be provided In Writing.

...

Caution. The issuance of this Long-Term Care Benefits Rider is based upon your affirmations and agreement to the statements on the Contract Amendment for LTC Benefits. A copy of the contract amendment was attached to this Rider when it was delivered. If any statement(s) affirmed and agreed to is (are) incorrect or untrue, the Company has the right to deny benefits or rescind your Rider. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of the statement(s) are incorrect, contact the company at this address: [1300 South Clinton Street, Fort Wayne, IN 46802].

RANGE: The actual administrative office address as of the Rider Date.

EXPLANATION: The current **Administrative Office address** is needed to show a client where to return their Rider for cancellation, should they choose to exercise their Right to Examine. The Company will comply with any requirements for notification of changes of address to the insurance regulatory authority.

PAGE 2

The following replaces the Maturity Date reference in the Contract Specifications.

MATURITY DATE: [95th] Birthday of the Covered Life.

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LTC BENEFITS AS OF MATURITY DATE (COVERED LIFE'S [95TH] BIRTHDAY)

RANGE: The Maturity Date, determined by the Company, as of the Rider Date. The date shall be no later than the 99th Birthday of the Covered Life.

EXPLANATION: The **Maturity Date** is the day through which annuity income must be deferred if the LTC Benefit rider is to continue. The client may choose to terminate their LTC coverage and annuitize before the Maturity Date. The Maturity Date is determined by the Company, but is the same for all contract holders of a given class.

PAGE 3

Target Maximum Monthly Level Benefit is the Maximum Monthly Level Benefit on the [fifth (5th) Rider Date Anniversary] if (i) on the LTC Funding Deadline the LTC GA is the Target LTC GA and (ii) no Excess Withdrawals or LTC Benefits are paid prior to the [fifth (5th) Rider Date Anniversary].

PAGE 8

Because [(a)] any calendar month's LTC Benefits may be less than the Maximum Monthly Level Benefit, [and (b) the Maximum Monthly Level Benefit may be less than the Target Maximum Monthly Level Benefit due to payment of Acceleration Benefits before the fifth (5th) Rider Date Anniversary], the Acceleration Benefit Duration may be greater than the Minimum Acceleration Benefit Duration. The Acceleration Benefit Duration will end and the Extension Benefit Duration will begin when the entire Acceleration Benefit has been paid.

PAGE 9

Minimum Acceleration Benefit Duration

The Minimum Acceleration Benefit Duration is used in determining the Maximum Monthly Level Benefit on the Rider Date [and the five (5) subsequent Rider Date Anniversaries]. The Minimum Acceleration Benefit Duration is shown in the LTC Benefit Specifications.

MAXIMUM MONTHLY LEVEL BENEFIT

Beginning on the Rider Date, [and continuing on each Rider Date Anniversary up to and concluding upon the fifth (5th) Rider Date Anniversary,] the Maximum Monthly Level Benefit is determined. It will equal $A / (B + [C] - D)$, where

A = Acceleration Benefit;

B = Minimum Acceleration Benefit Duration shown on the LTC Rider Specifications (in months);

[C = Number of Rider Months from the Rider Date to the fifth (5th) Benefit Anniversary, or sixty (60);]

D = Number of Rider Months elapsed since the Rider Date;

[After the fifth (5th) Rider Date Anniversary,] the Maximum Monthly Level Benefit will not be adjusted, unless there is an Excess Withdrawal. Upon each Excess Withdrawal [(before or after the [fifth (5th) Rider Date Anniversary]), the Maximum Monthly Level Benefit will be reduced in the same proportion that the Excess Withdrawal reduced the Contract Value. The Maximum Monthly Level Benefit will not be reduced upon payment of LTC Benefits or upon a Conforming Withdrawal. The Maximum Monthly Level Benefit is determined using the Acceleration Benefit prior to payment of LTC Benefits and Withdrawals that may also occur on a Rider Date Anniversary.

PAGE 11

Because [(a)] any calendar month's LTC Benefits may be less than the Maximum Monthly Level Benefit, [and (b) the Maximum Monthly Level Benefit may be less than the Target Maximum Monthly Level Benefit due to payment of Acceleration Benefits before the fifth (5th) Rider Date Anniversary,] the Extension Benefit Duration may be greater than the Minimum Extension Benefit Duration. The Extension Benefit Duration will end when the entire Extension Benefit has been paid.

RANGE: Rider Date - 10th Rider Date Anniversary.

EXPLANATION: The applicable **Rider Date Anniversary** is the latest date that the payment of an LTC Benefit will impact the Maximum Monthly Level Benefit. The applicable Rider Date Anniversary is determined by the Company, but is the same for all contract holders of a given class.

If the applicable Rider Date Anniversary is the Rider Date itself, the definition of *Target Maximum Monthly Level Benefit* on page 3 shall refer to the 'Rider Date,' and all other bracketed language shall be deleted.

PAGE 4

Conforming Withdrawals are all Withdrawals to the extent that the amount withdrawn is equal to or less than the greater of zero (\$0) and (A) minus (B), where

(A) is [five percent (5%)] of the excess, if any, of the Contract Value as of the most recent Rider Date Anniversary (or, prior to the first Rider Date Anniversary, the Rider Date) over the Acceleration Benefit as of the most recent Rider Date Anniversary (or, prior to the first Rider Date Anniversary, the Rider Date), and

(B) is all prior Withdrawals in that Rider Year.

RANGE: The 0% - 50%.

EXPLANATION: Withdrawals from the annuity are either Conforming or Excess. **Conforming Withdrawals** will not reduce LTC Benefits. The Conforming Withdrawal percentage is determined by the Company, but is the same for all contract holders of a given class.

PAGE 5

The Acceleration Benefit Charge rate, Extension Benefit Charge rate, and any Optional Nonforfeiture Benefit Charge rate on a Rider Charge Day are based on (i) the Covered Life's [gender and] age as of the Rider Date, and (ii) the combination of the Minimum Acceleration Benefit Duration and Minimum Extension Benefit Duration.

RANGE: The rider charges may or may not be based upon the Covered Life's gender.

EXPLANATION: The product will be offered on a sex-distinct or unisex basis for new issues as determined by the Company, but is the same for all contract holders of a given class. The rate basis shall be supported by long-term care insurance rate filings.

Automatic Step-Ups (of the LTC GA)

On [each] Rider Date Anniversary where the Conditions for Automatic Step-Up are satisfied, the LTC GA is increased to equal the (i) the Contract Value multiplied by (ii) the LTC Percentage. If the product of (i) and (ii) does not exceed the LTC GA, there is no Automatic Step-Up on such Rider Date Anniversary. The Automatic Step-Up is determined prior to payment of LTC Benefits and Withdrawals that may also occur on a Rider Date Anniversary. After an Automatic Step-Up, the Growth Benefit is the LTC GA minus the Acceleration Benefit.

The Owner may irrevocably terminate future Automatic Step-Ups after the 5th Rider Date Anniversary, by providing Notice to the Company at least thirty (30) days prior to a Rider Date Anniversary.

Conditions for Automatic Step-Ups

An Automatic Step-Up may occur on [each] Rider Date Anniversary only if all of the following conditions are satisfied.

RANGE: "Each," "Every second (2nd)," "Every third (3rd)," and "Every fifth (5th)"
EXPLANATION: This rider may be priced to support annual, biennial, triennial, or quinquennial step-ups. The step-up frequency is determined by the Company, but is the same for all contract holders of a given class.

- a. The Covered Life as of that Valuation Date must be under age [eighty-six (86)].

RANGE: age 70 - 86
EXPLANATION: This rider is priced to step-up only up to a maximum age. The applicable age is determined by the Company, but is the same for all contract holders of a given class.

- b. The Maximum LTC GA limit must not ever have been reached.
- c. The Company must not have accepted a Notice from the Owner requesting the termination of Automatic Step-Ups. The Company will not accept any such Notice until after the fifth (5th) Rider Date Anniversary has passed.
- d. The [tenth (10th)] Rider Date Anniversary must not have passed.

RANGE: This condition will only appear if we limit step-ups to a number of years. If we do limit step-ups to a number of years, that number may range from 5 to 50 years.
EXPLANATION: This rider may be priced to step-up in all years or for a limited number of years. If we limit the number of years, we would not limit it to less than 5 years. If step-ups are limited to a number of years, that number of years will divide equally by the frequency of step-ups (annual, biennial, triennial, or quinquennial). The step-up period limitation is determined by the Company, but is the same for all contract holders of a given class.

Maximum LTC GA

The LTC GA may not exceed [eight hundred thousand (\$800,000)].

RANGE: \$100,000 - \$2,000,000
EXPLANATION: The Company may need to limit the total amount of LTC coverage provided due to suitability concerns and risk management practices. The Maximum LTC GA is determined by the Company, but is the same for all contract holders of a given class.

PAGE 9

Growth Benefit

The Growth Benefit is the LTC GA minus the Acceleration Benefit. It is zero (\$0) on the Rider Date. On **each** Rider Date Anniversary, the LTC GA, and thus, the Growth Benefit, is redetermined pursuant to the Automatic Step-Up subsection of the LTC GA provision, above. As Growth Benefits are paid, the remaining LTC GA and remaining Growth Benefit will be reduced by the Growth Benefit payment. Each Growth Benefit payment will be deducted from the LTC Fixed Account Value, if any, otherwise any other Contract Value. If the Contract Value is zero (\$0), the Growth Benefit payments will be made by the Company until the LTC GA is zero (\$0).

RANGE: "Each," "Every second (2nd)," "Every third (3rd)," and "Every fifth (5th)"

EXPLANATION: This rider may be priced to support annual, biennial, triennial, or quinquennial step-ups. The step-up frequency is determined by the Company, but is the same for all contract holders of a given class.

PAGE 11

No Nonforfeiture Benefits are payable prior to the **seventh (7th) Rider Date Anniversary and** satisfaction of any remaining Deductible Period. All claims for Nonforfeiture Benefits are subject to the terms of the attached LTC Coverage Endorsement. The Maximum Monthly Nonforfeiture Benefit under this section will be the Maximum Monthly Level Benefit in effect as of the date this Rider is terminated, subject to the LTC Benefits provision in the LTC Coverage Endorsement.

RANGE: The Nonforfeiture Benefit may not be paid until the earliest that date that Extension Benefits would be available. The range is therefore from the Rider Date to 12 years after the Rider Date.

EXPLANATION: The applicable Rider Date Anniversary is the date upon which the Target monthly benefit could be available, plus the Minimum Acceleration Benefit Duration. The applicable Rider Date Anniversary is determined by the Company, but is the same for all contract holders of a given class.

If the applicable Rider Date Anniversary is the Rider Date itself, the bracketed language shall be deleted.

PAGE 11

Optional Nonforfeiture

If the Optional Nonforfeiture Benefit Charge is not shown in the LTC Benefit Specifications, this Optional Nonforfeiture subsection is void and will have no effect upon this Rider. If Optional Nonforfeiture is elected on the Rider Date, as shown in the LTC Benefit Specifications, the Nonforfeiture Benefit will be provided after this Rider has been terminated for any of the following reasons in addition to the reasons stated in the Contingent Nonforfeiture subsection:

- a. The Contract is surrendered at least three (3) years after the Rider Date;
- b. The Owner requests In Writing to terminate this Rider after the **[third (3rd) Rider Date Anniversary]**;
- c. The Owner elects an Annuity Commencement Date prior to the Maturity Date and after the **[third (3rd) Rider Date Anniversary]**.

PAGE 14-15

The Owner may terminate this Rider upon Written Request any time after the **[third (3rd) Rider Date Anniversary]**. The Owner may not terminate this Rider upon Written Request prior to the **[third (3rd) Rider Date Anniversary]**.

RANGE: The Company may limit the right of the client to terminate the rider while keeping the annuity contract in force from the Rider Date to 10 years after the Rider Date.

EXPLANATION: Like many optional benefit riders for annuities, this rider is provided without a sales load or charge, but we do incur expenses in issuing coverage. In order to ensure that such expenses are recouped, we limit the right of the client to cancel coverage for a limited period of time. The earliest rider termination date is determined by the Company, but is the same for all contract holders of a given class.

PAGE 14

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

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, then each Acceleration Benefit payment and Growth Benefit payment will **be treated as a Withdrawal for purposes of the calculation of death benefit reductions**.

RANGE: Acceleration Benefit and Growth Benefit payments will either (A) "be treated as a Withdrawal for purposes of the calculation of death benefit reductions," or (B) "reduce the Death Benefit by the payment amount."

EXPLANATION: Under our variable annuity contracts with guaranteed death benefits equal to Purchase Payments less reductions (known as Guarantee of Principal death benefits), withdrawals and rider payments are variously treated as dollar-for-dollar reductions or as pro-rata reductions. The treatment of Acceleration Benefit and Growth Benefit payments under new issues of our LTC rider under either methodology for Guarantee of Principal death benefit purposes is determined by the Company, but is the same for all contract holders of a given class.

PAGE 14

Coverage under this Rider is contingent upon the Company's receipt of a completed and signed Contract Amendment for LTC Benefits. This Rider will terminate **forty-five (45)** days after the Rider Date if the duplicate copy of the Contract Amendment for LTC Benefits is not signed by the Owner and the Covered Life (if different) and subsequently returned to and received by the Company at its Administrative Office.

RANGE: The Company may set the time period for return of the Contract Amendment for LTC Benefits from 30 to 90 days after the Rider Date.

EXPLANATION: Long-term care coverage is issued contingent upon the client signing a Contract Amendment that affirms our understanding of the client's current medical condition. We wish to receive this affirmation as promptly as possible, but require flexibility in setting an absolute deadline pursuant to our actual experience with this process. As the first rider charges are assessed 3 months after the Rider Date, we would not set a deadline past the point upon which we would need to refund rider charges.

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Signed for the Company


Secretary

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

LONG-TERM CARE PERSONAL WORKSHEET

People buy long-term care insurance for many reasons. Some don't want to use their own assets to pay for long-term care. Some buy insurance to make sure they can choose the type of care they get. Others don't want their family to have to pay for care or don't want to go on Medicaid. But long-term care insurance may be expensive, and may not be right for everyone. By state law, the insurance company must ask you to fill out this worksheet to help you and the company decide if you should buy this policy.

Premium Information:

Contract and Rider Form Numbers: _____

The premium for this policy is a one-time Single Premium of \$ _____

Type of Rider:

Guaranteed Renewable

Right to Increase Long-Term Care Rider Charges:

The Lincoln National Life Insurance Company ("Lincoln") has the right to increase long-term care rider charges in the future, provided it increases the rider charges for all contracts in the same class in the jurisdiction where the contract is issued.

Rate Increase History:

Lincoln has sold linked benefit policies combining Long-Term Care Insurance riders with life insurance policies since 2005. Lincoln has not raised its long-term care insurance rider rates for this policy form or similar policy forms in this state or any other state in the last 10 years.

Questions Related to Your Income

How will you pay for this policy?

Income Savings and/or Investments Family Member Other _____

What is your annual income?

Under \$10,000 \$10-\$19,999 \$20-\$29,999 \$30-\$50,000 Over \$50,000

How do you expect your income to change over the next 10 years?

No change Increase Decrease

If you will be paying premiums with money received from your own income, consider how an increase in the Rider Charges will impact your Annuity.

Will you buy inflation protection?

Yes No

If not, have you considered how you will pay for the difference between future costs and your daily benefit amount?

Income Savings and/or Investments Family Member Other _____

In 2007, the national average annual cost of care (semi-private room in a nursing home) was \$66,065. In ten years, the national average annual cost will be approximately \$107,685.95 if costs increase 5% annually.

(Source: www.longtermcare.gov – U.S. Department of Health and Human Services National Clearinghouse for Long-Term Care Information, March 2008)

How are you planning to pay for your care during the period when benefits are not payable?

Income Savings and/or Investments Family Member Other _____

Questions Related to Your Savings and Investments

Not counting your home, automobiles and personal property, what is the approximate value of all of your assets (savings and investments)?

- Under \$50,000 \$50-\$99,999 \$100-\$149,999 Over \$150,000

How do you expect your assets to change over the next 10 years?

- No change Increase Decrease

If you are buying this policy to protect your assets and your assets are less than \$50,000, you may wish to consider other options for financing your long-term care.

Disclosure Statement

In order for us to complete the processing of your application, please check one of the boxes below, sign, and return form to us along with the application. We may contact you to verify your answers.

- The answers to the questions above describe my financial situation.
 I choose not to complete this information.

I acknowledge that the carrier and/or its agent (below) has reviewed this form with me including the quarterly rider charges, long-term care rider charge increase history and potential for long-term care rider charge increases in the future. I understand the above disclosures.

- I understand that the rider charges may increase in the future**

Signature of Applicant

Date

Agent's Statement

I have explained to the Applicant the importance of completing this information. I have reviewed this information with the Applicant and I have determined this product is:

- is suitable for the Applicant
 is NOT suitable for the Applicant

Signature of Agent

Date

Agent's Printed Name

If applicable, please check box and sign below.

- My agent has advised me that this product does not seem to be suitable for me. However, I still want the company to consider my application.

Signature of Applicant

Date

LONG-TERM CARE INSURANCE (“LTC”) OUTLINE OF COVERAGE

Long-Term Care Coverage Endorsement AR-517(1-10), and Long-Term Care Benefits Rider AR-518(1-10) (Level Benefit), or Long-Term Care Benefits Rider AR-519(1-10) (Growth Benefit) (state variation may apply)

The Long-Term Care Benefits Rider (“Rider”), together with the Long-Term Care Coverage Endorsement (“Endorsement”) and the Contract Amendment for LTC Benefits (“Amendment”) to which it is attached, will be referred to as your “LTC Contract.”

CAUTION: The issuance of the LTC Contract is based upon your affirmations and agreement to the statements in the Amendment. A copy of the Amendment will be attached when the Rider is delivered. If any statement(s) affirmed and agreed to is(are) incorrect or untrue, the Company has the right to deny benefits or rescind the LTC Contract. The best time to clear up any questions is now, before a claim arises! If, for any reason, any of the statement(s) contained in the Amendment are incorrect, contact the Company at our address shown above.

NOTICE TO BUYER: The insurance described in this Outline of Coverage may not cover all of the costs associated with long-term care incurred by the Covered Life during the period of coverage. You are advised to review carefully all coverage limitations and conditions.

1. INDIVIDUAL COVERAGE.

The Rider, Endorsement, and Amendment (together, “LTC Contract”) described in this Outline of Coverage are attached to, and made a part of, an individual annuity contract (“Contract”).

2. PURPOSE OF OUTLINE OF COVERAGE.

This Outline of Coverage provides a very brief description of the important features of the LTC Contract. You should compare this Outline of Coverage to Outlines of Coverage for other LTC Contracts available to you.

This is not an insurance contract, but only a summary of coverage. Only the LTC Contract and the Contract to which it is attached contain the governing contractual provisions. This means that the LTC Contract, and the Contract set forth in detail the rights and obligations of both you and the insurance company. Therefore, if you purchase this coverage, or any other coverage, it is important that you **READ YOUR LTC CONTRACT AND CONTRACT CAREFULLY!**

3. FEDERAL TAX CONSEQUENCES.

The LTC Contract is intended to be a federally qualified long-term care insurance contract under Section 7702B(b) of the Internal Revenue Code of 1986, as amended.

4. TERMS UNDER WHICH THE LTC CONTRACT MAY BE CONTINUED IN FORCE OR DISCONTINUED.

Renewability

THE LTC CONTRACT IS GUARANTEED RENEWABLE. The Company cannot cancel or reduce LTC coverage provided by the LTC Contract or change any terms of the LTC Contract, except that in the future the Company may increase LTC Charges on a class basis in a nondiscriminatory manner.

Waiver of Premium

The LTC Contract does not contain a waiver of premium or waiver of LTC Charge provision. However, the LTC Charges will cease and be waived if the Contract Value is \$0. If the Contract Value of the Contract is reduced to \$0 as a result of a withdrawal or surrender, the LTC Contract will terminate.

Termination

Coverage under the LTC Contract is contingent upon the Company's receipt of a completed and signed Contract Amendment for LTC Benefits. The LTC Contract will terminate forty-five (45) days after the Rider Date if the duplicate copy of the Contract Amendment for LTC Benefits is not signed by the Owner and the Covered Life (if different) and returned to and received by the Company at its Administrative Office.

The LTC Contract will terminate on the date the Contract to which the LTC Contract is attached terminates.

The Owner may terminate the LTC Contract upon Written Request any time after the third (3rd) Rider Date Anniversary. The Owner may not terminate the Rider upon Written Request prior to the third (3rd) Rider Date Anniversary.

The LTC Contract will also terminate as follows:

- a. on the date the Owner is changed due to death or divorce;
- b. on the death of the Covered Life.

Upon termination of the LTC Contract, all benefits (except benefits provided under the Nonforfeiture Benefit provision) and charges within the LTC Contract will terminate, any LTC Fixed Account Value will be transferred to the Variable Subaccounts according to the Contract Owner's future Variable Subaccount allocation instructions, and a proportional amount of the LTC Charge will be deducted.

5. TERMS UNDER WHICH THE COMPANY MAY CHANGE PREMIUMS ("LTC CHARGES").

The Acceleration Benefit Charge rate, Extension Benefit Charge rate, and any Optional Nonforfeiture Benefit Charge rate on a Rider Charge Day are based on (i) the Covered Life's age as of the Rider Date, (ii) the combination of the Minimum Acceleration Benefit Duration and Minimum Extension Benefit Duration, and (iii) which Rider was elected. The Acceleration Benefit Charge rate, the Extension Benefit Charge rate, and any Optional Nonforfeiture Benefit Charge rate may change, at Our discretion, at any time after the Rider Date with at least 30 days Written Notice from Us. Any change to such rates will be subject to any maximum rates shown in the LTC Benefit Specifications, and will be made on a class basis in a nondiscriminatory manner.

6. TERMS UNDER WHICH THE LTC CONTRACT MAY BE RETURNED AND LTC CHARGES REFUNDED.

Within 30 days after the LTC Contract is first received, the LTC Contract may be cancelled for any reason by contacting the Company In Writing at 1300 South Clinton Street, Fort Wayne, IN 46802. Upon cancellation, the LTC Contract shall be void from the beginning. Any LTC Charges will be reversed. Cancellation of the LTC Contract under this Right To Examine shall not be treated as a cancellation of the entire Contract. Confirmation of this cancellation will be provided In Writing.

The LTC Contract does not contain provisions providing for a refund or partial refund of LTC Charges upon the death of the Covered Life, the termination of the Rider, or surrender of the Contract.

7. THIS IS NOT MEDICARE SUPPLEMENT COVERAGE.

If you are eligible for Medicare, review the Medicare Supplement Buyer's Guide available from the Company. Neither the Company nor its agents represent Medicare, the federal government or any state government.

8. LONG-TERM CARE COVERAGE

Policies and riders of this category are designed to provide coverage for one or more necessary or medically necessary diagnostic, preventive, therapeutic, rehabilitative, maintenance, or personal care services, provided in a setting other than an acute care unit of a hospital, such as in a nursing home, in the community or in the home. These services are more fully defined in the Long-Term Care Coverage Endorsement.

As of the LTC Coverage Effective Date, this LTC Contract provides coverage in the form of a fixed dollar benefit for covered long-term care expenses, subject to limitations, exclusions and Deductible Period.

9. BENEFITS PROVIDED BY THE LTC CONTRACT

The LTC Contract provides for the payment of benefits (LTC Benefits) upon the Covered Life's receipt of Qualified Long-Term Care services due to Chronic Illness. You have designated the amount of your Contract Value that will fund LTC Benefits when you elected the Rider.

Level Benefit Rider:

There are two (2) primary LTC Benefits provided by the LTC Contract if the Level Benefit Rider is elected by you: the Acceleration Benefit and the Extension Benefit. The Acceleration Benefit is payment to you, first paid from your Contract Value. It is available during the Acceleration Benefit Duration and is the first benefit paid out once you are eligible for LTC Benefits. The Acceleration Benefit is payable by the Company even if your Contract Value has been reduced to zero (\$0). After the Acceleration Benefit is reduced to zero (\$0) the LTC Benefits will continue as Extension Benefits, which are payments provided by the Company, during the Extension Benefit Duration.

There is a total LTC Benefit limit that may be paid for each month and is referred to as the Maximum Monthly LTC Benefit. When you become eligible for benefits, up to the full Maximum Monthly LTC Benefit is payable only if the Covered Life is in a Nursing Home or is receiving Hospice Care. Otherwise, up to fifty percent (50%) of the Maximum Monthly LTC Benefit is payable.

Growth Benefit Rider:

There are three (3) primary LTC Benefits provided by the LTC Contract if the Growth Benefit Rider is elected by you: the Acceleration Benefit, the Growth Benefit and the Extension Benefit. The Acceleration Benefit is payment to you, first paid from your Contract Value. It is available during the Acceleration Benefit Duration and is the first benefit paid out once you are eligible for LTC Benefits. The Growth Benefit is an additional payment to you, first paid from your Contract Value. It is available during the Acceleration Benefit Duration and Extension Benefit Duration. The Growth Benefit, if any, is based on your investment earnings. Acceleration and Growth Benefits are payable by the Company even if your Contract Value has been reduced to zero (\$0). After the Acceleration Benefit is reduced to zero (\$0) the LTC Benefits will continue as Extension Benefits, which are payments provided by the Company, during the Extension Benefit Duration.

There is a Maximum Monthly LTC Benefit that may be paid for each month which is the sum of the Maximum Monthly Level Benefit and Maximum Monthly Growth Benefit. When you become eligible for benefits, up to the full Maximum Monthly LTC Benefit is payable only if the Covered Life is in a Nursing Home or is receiving Hospice Care. Otherwise, up to fifty percent (50%) of the Maximum Monthly LTC Benefit is payable.

The Company will only pay LTC Benefits if all conditions for ELIGIBILITY FOR THE PAYMENT OF BENEFITS have been met and none of the LIMITATIONS OR CONDITIONS ON ELIGIBILITY FOR BENEFITS apply at the time the Qualified Long-Term Care Services were provided to the Covered Life.

The maximum LTC Benefit payable is the maximum that will be paid for each calendar month, subject to remaining LTC Benefits. The maximum LTC Benefit payable for each calendar month is the Maximum Monthly LTC Benefit as of the Valuation Date of LTC Benefit payment if:

- a. The Covered Life resides in a Nursing Home in the United States, or
- b. The Covered Life is receiving Hospice Care in the United States. Any Deductible Period will be waived if the Covered Life is receiving Hospice Care.

Otherwise, the maximum LTC Benefit payable for each calendar month is 50% of the Maximum Monthly LTC Benefit as of the Valuation Date of LTC Benefit payment, but only if the Covered Life resides in the United States.

Qualified Long-Term Care Service

A Qualified Long-Term Care Service is a Maintenance or Personal Care Service, or any necessary diagnostic, preventive, therapeutic, curing, treating, mitigating, and rehabilitative service, that is:

- a. Required by the patient because the patient is Chronically Ill; and
- b. Provided pursuant to a Plan of Care prescribed by a Licensed Health Care Practitioner.

Plan of Care

A Plan of Care is a written, individualized plan for care (including medication and therapy) and support services for the Covered Life that:

- a. Has been prescribed by a Licensed Health Care Practitioner; and
- b. Has been developed as a result of an Assessment and incorporates any information provided by the Covered Life's personal physician; and
- c. Fairly, accurately and appropriately addresses the Covered Life's long term care and support service needs; and
- d. Specifies the type, frequency and duration of all Qualified Long-Term Care Services required to meet those needs and the specific agency or facility to provide those services in the United States; and
- e. Describes the likelihood of improvement or deterioration of the Covered Life's condition within the next year from the date the Plan of Care was prepared and includes the supporting evidence upon which the Licensed Health Care Practitioner has based his or her conclusions and prognosis. Such supporting evidence may include either documents or information relevant to the assessment of loss of functional capacity or the assessment of Severe Cognitive Impairment, or both, which was prepared by a physician, nurse, social worker, or any other licensed or certified professional who is qualified to perform such assessment by virtue of their licensure.

Nursing Home

A Nursing Home is a facility or distinctly separate part of a hospital or other institution which 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 twenty-four (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 (1) physician and one (1) nurse;

- b. It must have a physician available to provide medical care in case of emergency;
- c. It must have at least one (1) nurse who is employed there full time (or at least twenty-four (24) hours per week if the facility has less than ten (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.

A Nursing Home is NOT:

- a. A hospital or clinic; or
- b. An Adult Day Care, Assisted Living Facility or similar facility, or
- c. A personal residence where Home Health Care is provided.

Hospice Care

Hospice Care provides palliative care to Covered Life and the Covered Life's Immediate Family, to alleviate the physical, emotional, social, and spiritual discomforts in the terminal phases of life. If a provider of Hospice Care is not licensed, accredited or certified by the appropriate state licensing agency, Hospice Care must be administered by an interdisciplinary team that consists of a physician, a registered nurse, clergy or counselors, trained volunteers and other appropriate staff having expertise in meeting the needs of terminal patients.

Initial Benefit Eligibility

A Licensed Health Care Practitioner will verify the Covered Life's initial Benefit Eligibility by performing the initial Assessment. The following conditions must be met to establish Benefit Eligibility under the LTC Contract:

- a. The Covered Life must be Chronically Ill, meaning that as the result of an Assessment the Covered Life has been certified, within the preceding twelve (12) months, by a Licensed Health Care Practitioner as having a chronic illness or disability that causes the Covered Life to either:
 1. Require Substantial Assistance with at least two (2) ADLs, expected to last at least ninety (90) days; or
 2. Have a Severe Cognitive Impairment that requires Substantial Supervision.
- b. The Covered Life must have and follow a Plan of Care prescribed by a Licensed Health Care Practitioner.
- c. The Covered Life must not meet any of the LIMITATIONS OR CONDITIONS ON ELIGIBILITY FOR BENEFITS.

If the Covered Life's Benefit Eligibility has ended, any subsequent determination of Benefit Eligibility will be treated as a determination of initial Benefit Eligibility.

Ongoing Benefit Eligibility

The Company will require verification that the Covered Life is Chronically Ill and receiving the prescribed care and services as frequently as determined by the Company. The following conditions must be met to continue Benefit Eligibility under the LTC Contract:

- a. The Covered Life must receive the care and support services prescribed by the Plan of Care, through the agency or facility identified in the Plan of Care, in the United States. The Plan of Care must be updated as the Covered Life's needs change.
- b. At least once every twelve (12) months thereafter, and for as long as the Covered Life continues to be Chronically Ill, a Licensed Health Care Practitioner must complete a new Assessment and again:
 1. Certify that the Covered Life is Chronically Ill. If the Covered Life is Chronically Ill due to loss of functional capacity, the Licensed Health Care Practitioner must again certify that the Covered Life is expected to continue to be Chronically Ill for at least ninety (90) days; and
 2. Either prescribe a new Plan of Care, or reconfirm the existing Plan of Care In Writing.

If the Company is unable to verify ongoing Benefit Eligibility, the Company will revoke Benefit Eligibility status, reject any subsequent Request for Benefits, and take action pursuant to the Recovery for Overpayment provision. Any subsequent determination of Benefit Eligibility will be treated as the determination of initial Benefit Eligibility.

LTC Benefits will be paid under the LTC Contract for as long as: (i) the conditions of the LTC Contract, including the Long-Term Care Coverage Endorsement, are met; (ii) the LTC Contract remains in force; (iii) any rider that provides for LTC Benefit payment remains in force; and (iv) any applicable LTC Benefit limit is not reached.

Activities of Daily Living (“ADL”)

ADLs are the 6 basic functional abilities that relate to the ability to live independently. They are:

- a. **Bathing:** The ability to wash oneself by sponge bath, or in either a tub or shower, including the task of getting into or out of the tub or shower.
- b. **Continence:** The ability to maintain control of bowel and bladder function; or when unable to maintain control of bowel or bladder function, the ability to perform associated personal hygiene (including caring for a catheter or colostomy bag).
- c. **Dressing:** The ability to put on or take off all items of clothing and any necessary braces, fasteners or artificial limbs.
- d. **Eating:** The ability to feed oneself by getting food into the body from a receptacle (such as plate, cup or table) or by a feeding tube or intravenously.
- e. **Toileting:** The ability to get to and from the toilet, get on and off the toilet, and perform associated personal hygiene.
- f. **Transferring:** The ability to move oneself into or out of a bed, chair or wheelchair.

Severe Cognitive Impairment

Severe Cognitive Impairment means deterioration or loss in an individual’s intellectual capacity that is:

- a. Comparable to (and includes) Alzheimer’s disease and similar forms of irreversible dementia; and
- b. Measured and confirmed by clinical evidence and standardized tests that reliably measure impairment in the following areas:
 1. Short-term or long-term memory;
 2. Orientation as to person (such as who they are), place (such as their location), and time (such as day, date and year); and
 3. Deductive or abstract reasoning, including judgment as it relates to safety awareness.

Substantial Assistance

Substantial Assistance means hands-on assistance or the presence of another person within arm’s reach that is necessary to prevent, by physical intervention, injury while performing ADLs.

Substantial Supervision

Substantial Supervision means continual supervision (which may include cueing by verbal prompting, gestures, or other demonstrations) by another person.

10. LIMITATIONS AND EXCLUSIONS.

Pre-Existing Conditions

The LTC Contract does not exclude pre-existing conditions.

Non-Eligible Facilities or Providers

The LTC Contract does not cover services:

- a. provided by unlicensed facilities or providers;
- b. provided by a member of the Covered Life's immediate family;
- c. for which no charge is normally made in the absence of insurance;
- d. provided in facilities operated primarily for the treatment of mental or nervous disorders, which include neurosis, psychoneurosis, psychopathy, psychosis, or mental or emotional disease or disorder; **(This exclusion does not apply to qualifying stays or care resulting from a clinical diagnosis of Alzheimer's Disease or similar forms of irreversible dementia)** and
- e. provided in a Veteran's Administration or other government facility, unless otherwise required by law.

Non-Eligible Levels of Care

The LTC Contract does not cover services that do not constitute Qualified Long-Term Care Services as defined.

Exclusions, Exceptions and Limitations

The Covered Life can not establish initial or ongoing Benefit Eligibility under any of the following conditions:

- a. Covered Life is receiving treatment for alcoholism or drug addiction (unless the drug addiction is a result of medication taken in doses as prescribed by a physician);
- b. Covered Life is receiving treatment arising out of an attempt (while sane or insane) at suicide or an intentionally self-inflicted injury;
- c. Covered Life is receiving services for which benefits are available under Medicare or other governmental program (except Medicaid), workers compensation laws, employer's liability laws, occupational disease laws, and motor vehicle no-fault laws; and
- d. All Qualified Long-Term Care Services the Covered Life is receiving are provided by members of the Covered Life's Immediate Family, whether paid or unpaid.

THE LTC CONTRACT MAY NOT COVER ALL THE EXPENSES ASSOCIATED WITH YOUR LONG-TERM CARE NEEDS.

11. RELATIONSHIP OF COST OF CARE AND BENEFITS

Because the costs of long-term care services will likely increase over time, you should consider whether and how the benefits of this plan may be adjusted.

The most that you may receive in LTC benefits each month (called Maximum Monthly LTC Benefit) is determined annually by adding a limit for Acceleration or Extension Benefits (called Maximum Monthly Level Benefit) to a limit for Growth Benefits, (called Maximum Monthly Growth Benefit) if the Growth Benefit was elected by you.

The expected Maximum Monthly Level Benefit is determined by taking the amount of your Contract Values you picked for use in providing LTC Benefits (the Acceleration Benefit) and dividing that number into the months you selected to receive the Acceleration Benefit. However, this assumes that you wait at least 5 years to make your first LTC Benefit claim.

The Maximum Monthly Level Benefit is determined each year through the fifth, increasing if you are not yet receiving the Maximum Monthly Level Benefit. As a result, if you do not wait at least 5 years to receive your first LTC Benefit payment, then the Maximum Monthly Level Benefit in effect will be lower and the Acceleration Benefit will be paid over a longer time than you initially selected. Even after your Acceleration Benefit has been exhausted, this Maximum Monthly Level Benefit applies during receipt of the Extension Benefit, resulting in a longer Extension Benefit period than you initially selected. Regardless of the date you begin receiving LTC Benefits and the amount available each month, you will still have access to the entire LTC Benefit. You may not receive LTC Benefits before the LTC Coverage Effective Date shown in your LTC Contract.

The full Maximum Monthly LTC Benefit is payable only if the Covered Life is in a Nursing Home or is receiving Hospice Care. The amount of LTC benefits payable for a calendar month is reduced by 50% if the Covered Life is receiving other Qualified Long-Term Care Services due to Chronic Illness. If the LTC Benefit paid in a given calendar month is less than the amount payable, they are treated as Acceleration Benefits or Extension Benefits until the payable Acceleration Benefit or Extension Benefit is reached, then as Growth Benefits.

Up to 5% of the Contract Value in excess of the Acceleration Benefit and Growth Benefit may be withdrawn without impacting the LTC Benefits. Withdrawals that exceed this amount reduce the LTC Benefits (both the Acceleration Benefit, the Extension Benefit and the Growth Benefit, if elected) proportionally.

12. ALZHEIMER'S DISEASE AND OTHER ORGANIC BRAIN DISORDERS.

The LTC Contract will provide benefits for Qualified Long-Term Care Services resulting from a clinical diagnosis of Alzheimer's Disease or related degenerative and dementing illnesses.

13. RIDER CHARGES

An LTC Charge is deducted from the Contract Value on each Rider Charge Day. The total LTC Charge may consist of an Acceleration Benefit Charge, an Extension Benefit Charge, and an Optional Nonforfeiture Benefit Charge. Such charges are expressed in the LTC Benefit Specifications as annual rates, although actual charges are the quarterly equivalent of such annual rates. An LTC Charge may not exceed the Contract Value.

LTC Charges will be proportionately deducted from each Variable Subaccount and Fixed Account until the Contract Value is reduced to zero (\$0). If the Contract or the LTC Contract is terminated (unless pursuant to the Right to Examine or due to the death of the Covered Life), a proportional LTC Charge will be deducted for the period of coverage prior to such termination for which no LTC Charge has already been made.

14. ADDITIONAL FEATURES.

Nonforfeiture

The Nonforfeiture Benefit provision in the LTC Contract provides for a limited amount of paid-up long-term care insurance if the LTC Contract is terminated under certain circumstances. If the LTC Contract is terminated following a post-issue Extension Benefit Charge rate increase described in the Rider, after having been in force for at least 3 years, the Nonforfeiture Benefit is provided subject to Contingent Nonforfeiture terms and conditions described in the Rider. You also have the option to purchase Optional Nonforfeiture for an additional charge. The Optional Nonforfeiture provides for the Nonforfeiture Benefit if the LTC Contract is terminated after having been in force for at least 3 years, subject to the Optional Nonforfeiture terms and conditions, even if the Extension Benefit Charge has not been increased. Benefits under the Nonforfeiture Benefit provision become effective only if the LTC Contract has been terminated and no other LTC Benefits may be paid.

Medical Underwriting

The issuance of the LTC Contract is not subject to Medical Underwriting. However, it is subject to your truthful affirmation and agreement with statements related to your health.

15. CONTACT THE STATE SENIOR HEALTH INSURANCE ASSISTANCE PROGRAM IF YOU HAVE GENERAL QUESTIONS REGARDING LONG-TERM CARE INSURANCE. CONTACT THE COMPANY IF YOU HAVE SPECIFIC QUESTIONS REGARDING YOUR LTC CONTRACT.

LONG-TERM CARE INSURANCE BENEFITS POTENTIAL CHARGE INCREASE DISCLOSURE

The Long-Term Care Insurance (LTC) coverage provided by your Contract is Guaranteed Renewable. This means that the charges for LTC coverage may be increased in the future. Any increase in the charges for LTC coverage will be based on the experience of all policyholders with similar contracts. The charges **cannot** be increased due to your increasing age or change in health status.

The initial charges for LTC coverage will be shown in your Contract on the LTC Benefit Specifications. The charges for LTC coverage are deducted from the Contract Value on a quarterly basis, as described in the LTC Benefit Rider.

Any increase in the charges for LTC coverage will be effective on the Rider Date Anniversary following our notice to you that charges are being increased.

If the charges for LTC coverage are increased, you have the following options:

1. Take no action. The increased charges for LTC coverage will be deducted from your Contract Value and the LTC coverage will remain in force.
2. Exercise the Contingent Nonfortiture option as provided in your LTC Benefit Rider.

ARKANSAS

CERTIFICATE OF COMPLIANCE

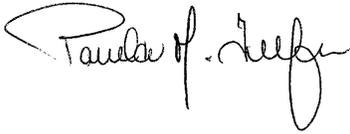
The Lincoln National Life Insurance Company

Re: AR-518(3-10) Long-Term Care Benefit Rider (Level Benefit)
AR-518(3-10) Long-Term Care Benefit Rider (Growth Benefit)
AA-531(3-10) Contract Amendment for LTC Benefit

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.

To the best of my knowledge and belief we are in compliance with the requirements of Arkansas Code Ann. 23-79-138. We provide a separate document with each contract which contains the required information.

To the best of my knowledge and belief we are in compliance with the requirements of Regulation 49 and we provide the required Guaranty Association notice.



Pamela M. Telfer, AVP
Product Compliance

Date: April 15, 2010