

SERFF Tracking Number: LCNC-126614571 State: Arkansas
Filing Company: The Lincoln National Life Insurance Company State Tracking Number: 45738
Company Tracking Number: AR-528(8-10) ET AL
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: Variable Annuity Riders
Project Name/Number: AR-528(8-10) et al/AR-528(8-10) et al

Filing at a Glance

Company: The Lincoln National Life Insurance Company

Product Name: Variable Annuity Riders SERFF Tr Num: LCNC-126614571 State: Arkansas
TOI: A02.11 Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 45738
Variable and Variable Closed
Sub-TOI: A02.11.002 Flexible Premium Co Tr Num: AR-528(8-10) ET AL State Status: Approved-Closed
Filing Type: Form Reviewer(s): Linda Bird
Authors: Robert Gorey, Beth Disposition Date: 06/03/2010
Scekeres, Anabela Tavares
Date Submitted: 05/20/2010 Disposition Status: Approved-Closed
Implementation Date Requested: On Approval Implementation Date:
State Filing Description:

General Information

Project Name: AR-528(8-10) et al
Project Number: AR-528(8-10) et al
Requested Filing Mode:
Explanation for Combination/Other:
Submission Type: New Submission
Overall Rate Impact:
Filing Status Changed: 06/03/2010

Status of Filing in Domicile: Pending
Date Approved in Domicile:
Domicile Status Comments:
Market Type: Individual
Group Market Size:
Group Market Type:
Explanation for Other Group Market Type:
State Status Changed: 05/21/2010
Created By: Anabela Tavares
Corresponding Filing Tracking Number:

Deemer Date:
Submitted By: Beth Scekeres
Filing Description:
The Lincoln National Life Insurance Company
NAIC #: 65676
FEIN#: 35-0472300

Re: New Submission
I4LA-Q(8-10) Variable Annuity Payment Option Rider
I4LA-NQ(8-10) Variable Annuity Payment Option Rider

SERFF Tracking Number: LCNC-126614571 State: Arkansas
Filing Company: The Lincoln National Life Insurance Company State Tracking Number: 45738
Company Tracking Number: AR-528(8-10) ET AL
TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
Variable and Variable
Product Name: Variable Annuity Riders
Project Name/Number: AR-528(8-10) et al/AR-528(8-10) et al

CBD(8-10) Contract Benefit Data Page
AR-528(8-10) Guaranteed Income Benefit Rider
AR-529(8-10) Variable Annuity Living Benefits Rider

We hereby submit the enclosed individual variable annuity rider forms for your review and approval. These forms are new and do not replace any forms previously approved by your Department. They are intended to comply with the laws and regulations of your state. These forms have been submitted to our domiciliary state of Indiana.

These forms are submitted for use with our previously approved individual variable annuity contracts and riders. We also intend to make them available with any new individual variable annuity contracts that we may develop in the future that receive approval from your Department. The issue ages for the base contracts to which these forms will be attached is 0 to 90 inclusive.

These forms will be used with new business and existing contractholders. These forms provide a guaranteed lifetime withdrawal benefit, a variable annuity payment option and guaranteed income benefits in conjunction with the variable annuity payment option. There is a charge for the riders.

I4LA-Q(8-10). The variable annuity payment option rider is included with tax-qualified (i.e. subject to I.R.C. §401(a)(9) distribution requirements) variable annuity contracts at issue. It provides for periodic income payments during an Access Period and subsequent Lifetime Income Period. During the Access Period the contract owner may withdraw or surrender account value.

I4LA-NQ(8-10). The variable annuity payment option rider is included with non-tax-qualified (i.e. subject to I.R.C. §72 distribution requirements) variable annuity contracts at issue. It provides for periodic income payments during an Access Period and subsequent Lifetime Income Period. During the Access Period the contract owner may withdraw or surrender the account value.

CBD(8-10). The Contract Benefit Data page is issued upon election of the variable annuity payment option described in I4LA-Q(8-10) or I4LA-NQ(8-10). It provides dates, values and rates determined upon election of the variable annuity payment option.

AR-528(8-10). The guaranteed income benefit rider provides a minimum periodic income payment for the variable annuity payment option described in I4LA-Q(8-10) or I4LA-NQ(8-10). This form may be made available at the time of election of the variable annuity payment option described in I4LA-Q(8-10) or I4LA-NQ(8-10).

AR-529(8-10). The variable annuity living benefits rider provides a guaranteed lifetime withdrawal benefit feature calculated from an Income Base. The contract owner may elect to transition from the GLWB to the variable annuity

SERFF Tracking Number: LCNC-126614571 State: Arkansas
 Filing Company: The Lincoln National Life Insurance Company State Tracking Number: 45738
 Company Tracking Number: AR-528(8-10) ET AL
 TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
 Variable and Variable
 Product Name: Variable Annuity Riders
 Project Name/Number: AR-528(8-10) et al/AR-528(8-10) et al

payment option described in I4LA-Q(8-10) or I4LA-NQ(8-10), with a guaranteed income benefit similar to that provided by AR-528(8-10) initially determined by the Income Base remaining under the GLWB.

The forms are exempt from readability requirements because they are a part of a registered security under federal law. It is submitted in final printed form and subject only to minor modifications in paper stock, ink, and adaptation to computer printing.

Bracketed language indicates variable language as noted in the attached Statements of Variability. No change in the variable areas will be made which will be in conflict with the laws, rules and regulations of your state. In addition, no change in variability will be made which in any way expands the scope of the item being changed.

We also enclose an actuarial memorandum, as well as any other materials that we know the Department requires. Thank you for your attention to this matter. Please do not hesitate to contact me at your convenience if there are any clarifications necessary to complete the review and approval process.

Company and Contact

Filing Contact Information

Beth Scekeres, Contract Analyst Beth.Scekeres@lfg.com
 350 Church Street 860-466-1962 [Phone]
 MPM1 860-466-1348 [FAX]
 Hartford, CT 06103-1106

Filing Company Information

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

Filing Fees

Fee Required? Yes
 Fee Amount: \$250.00
 Retaliatory? No
 Fee Explanation: 5 forms times \$50.00= \$250.00

SERFF Tracking Number: LCNC-126614571 State: Arkansas
Filing Company: The Lincoln National Life Insurance Company State Tracking Number: 45738
Company Tracking Number: AR-528(8-10) ET AL
TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
Variable and Variable
Product Name: Variable Annuity Riders
Project Name/Number: AR-528(8-10) et al/AR-528(8-10) et al
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Lincoln National Life Insurance Company	\$250.00	05/20/2010	36698259

SERFF Tracking Number: LCNC-126614571 State: Arkansas
 Filing Company: The Lincoln National Life Insurance Company State Tracking Number: 45738
 Company Tracking Number: AR-528(8-10) ET AL
 TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
 Variable and Variable
 Product Name: Variable Annuity Riders
 Project Name/Number: AR-528(8-10) et al/AR-528(8-10) et al

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	06/03/2010	06/03/2010
Approved-Closed	Linda Bird	05/25/2010	05/25/2010
Approved-Closed	Linda Bird	05/21/2010	05/21/2010

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Variable Annuity Payment Option Rider	Anabela Tavares	06/03/2010	06/03/2010
Form	Variable Annuity Payment Option Rider	Anabela Tavares	06/03/2010	06/03/2010
Supporting Document	Statement of Variability	Anabela Tavares	06/03/2010	06/03/2010
Form	Variable Annuity Living Benefits Rider	Beth Scekeres	05/25/2010	05/25/2010
Supporting Document	Life & Annuity - Acturial Memo	Beth Scekeres	05/25/2010	05/25/2010
Supporting Document	Statement of Variability	Beth Scekeres	05/25/2010	05/25/2010

Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Please re-open	Note To Filer	Linda Bird	06/03/2010	06/03/2010

SERFF Tracking Number: LCNC-126614571 State: Arkansas
Filing Company: The Lincoln National Life Insurance Company State Tracking Number: 45738
Company Tracking Number: AR-528(8-10) ET AL
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: Variable Annuity Riders
Project Name/Number: AR-528(8-10) et al/AR-528(8-10) et al

Please re-open	Note To Reviewer	Beth Scekeres	06/03/2010 06/03/2010
Please Re-open	Note To Filer	Linda Bird	05/25/2010 05/25/2010
Please Re-open	Note To Reviewer	Beth Scekeres	05/25/2010 05/25/2010

SERFF Tracking Number: LCNC-126614571 *State:* Arkansas
Filing Company: The Lincoln National Life Insurance Company *State Tracking Number:* 45738
Company Tracking Number: AR-528(8-10) ET AL
TOI: A02.II Individual Annuities- Deferred Non- *Sub-TOI:* A02.II.002 Flexible Premium
Variable and Variable
Product Name: Variable Annuity Riders
Project Name/Number: AR-528(8-10) et al/AR-528(8-10) et al

Disposition

Disposition Date: 06/03/2010

Implementation Date:

Status: Approved-Closed

Comment: Company has made changes to forms I4LA-Q(8-10) and I4LA-NQ(8-10) to add additional variability.

Rate data does NOT apply to filing.

SERFF Tracking Number: LNCN-126614571 State: Arkansas
 Filing Company: The Lincoln National Life Insurance Company State Tracking Number: 45738
 Company Tracking Number: AR-528(8-10) ET AL
 TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
 Variable and Variable
 Product Name: Variable Annuity Riders
 Project Name/Number: AR-528(8-10) et al/AR-528(8-10) et al

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document (revised)	Life & Annuity - Actuarial Memo		No
Supporting Document	Life & Annuity - Actuarial Memo	Replaced	No
Supporting Document	Arkansas Reg 19		Yes
Supporting Document (revised)	Statement of Variability		Yes
Supporting Document	Statement of Variability	Replaced	Yes
Supporting Document	Statement of Variability	Replaced	Yes
Form (revised)	Variable Annuity Payment Option Rider		Yes
Form	Variable Annuity Payment Option Rider	Replaced	Yes
Form (revised)	Variable Annuity Payment Option Rider		Yes
Form	Variable Annuity Payment Option Rider	Replaced	Yes
Form	Contract Benefit Data Page		Yes
Form	Guaranteed Income Benefit Rider		Yes
Form (revised)	Variable Annuity Living Benefits Rider		Yes
Form	Variable Annuity Living Benefits Rider	Replaced	Yes

SERFF Tracking Number: LCNC-126614571 *State:* Arkansas
Filing Company: The Lincoln National Life Insurance Company *State Tracking Number:* 45738
Company Tracking Number: AR-528(8-10) ET AL
TOI: A02.II Individual Annuities- Deferred Non- *Sub-TOI:* A02.II.002 Flexible Premium
Variable and Variable
Product Name: Variable Annuity Riders
Project Name/Number: AR-528(8-10) et al/AR-528(8-10) et al

Disposition

Disposition Date: 05/25/2010

Implementation Date:

Status: Approved-Closed

Comment: Revised form AR-529(8-10), actuarial memo, and statement of variability were submitted by the company on the original filing.

Rate data does NOT apply to filing.

SERFF Tracking Number: LNCN-126614571 State: Arkansas
 Filing Company: The Lincoln National Life Insurance Company State Tracking Number: 45738
 Company Tracking Number: AR-528(8-10) ET AL
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
 Variable and Variable
 Product Name: Variable Annuity Riders
 Project Name/Number: AR-528(8-10) et al/AR-528(8-10) et al

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document (revised)	Life & Annuity - Actuarial Memo		No
Supporting Document	Life & Annuity - Actuarial Memo	Replaced	No
Supporting Document	Arkansas Reg 19		Yes
Supporting Document (revised)	Statement of Variability		Yes
Supporting Document	Statement of Variability	Replaced	Yes
Supporting Document	Statement of Variability	Replaced	Yes
Form (revised)	Variable Annuity Payment Option Rider		Yes
Form	Variable Annuity Payment Option Rider	Replaced	Yes
Form (revised)	Variable Annuity Payment Option Rider		Yes
Form	Variable Annuity Payment Option Rider	Replaced	Yes
Form	Contract Benefit Data Page		Yes
Form	Guaranteed Income Benefit Rider		Yes
Form (revised)	Variable Annuity Living Benefits Rider		Yes
Form	Variable Annuity Living Benefits Rider	Replaced	Yes

SERFF Tracking Number: LCNC-126614571 *State:* Arkansas
Filing Company: The Lincoln National Life Insurance Company *State Tracking Number:* 45738
Company Tracking Number: AR-528(8-10) ET AL
TOI: A02.II Individual Annuities- Deferred Non- *Sub-TOI:* A02.II.002 Flexible Premium
Variable and Variable
Product Name: Variable Annuity Riders
Project Name/Number: AR-528(8-10) et al/AR-528(8-10) et al

Disposition

Disposition Date: 05/21/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: LNCN-126614571 State: Arkansas
 Filing Company: The Lincoln National Life Insurance Company State Tracking Number: 45738
 Company Tracking Number: AR-528(8-10) ET AL
 TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
 Variable and Variable
 Product Name: Variable Annuity Riders
 Project Name/Number: AR-528(8-10) et al/AR-528(8-10) et al

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document (revised)	Life & Annuity - Actuarial Memo		No
Supporting Document	Life & Annuity - Actuarial Memo	Replaced	No
Supporting Document	Arkansas Reg 19		Yes
Supporting Document (revised)	Statement of Variability		Yes
Supporting Document	Statement of Variability	Replaced	Yes
Supporting Document	Statement of Variability	Replaced	Yes
Form (revised)	Variable Annuity Payment Option Rider		Yes
Form	Variable Annuity Payment Option Rider	Replaced	Yes
Form (revised)	Variable Annuity Payment Option Rider		Yes
Form	Variable Annuity Payment Option Rider	Replaced	Yes
Form	Contract Benefit Data Page		Yes
Form	Guaranteed Income Benefit Rider		Yes
Form (revised)	Variable Annuity Living Benefits Rider		Yes
Form	Variable Annuity Living Benefits Rider	Replaced	Yes

SERFF Tracking Number: LCNC-126614571 State: Arkansas
 Filing Company: The Lincoln National Life Insurance Company State Tracking Number: 45738
 Company Tracking Number: AR-528(8-10) ET AL
 TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
 Variable and Variable
 Product Name: Variable Annuity Riders
 Project Name/Number: AR-528(8-10) et al/AR-528(8-10) et al

Amendment Letter

Submitted Date: 06/03/2010

Comments:

Minor changes have been made to forms I4LA-Q(8-10) and I4LA-NQ(8-10) in order to add additional variability. Revised Statements of Variability are also included for your reference.

I apologize for the inconvenience.....Beth

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
I4LA-Q(8-10)	Policy/Contract/Fraternal Annuity Certificate: Payment Amendment, Option Rider Insert Page, Endorsement or Rider	Variable	Initial				0.000	I4LA-Q_8-10_6-1.pdf
I4LA-NQ(8-10)	Policy/Contract/Fraternal Annuity Certificate: Payment Amendment, Option Rider Insert Page, Endorsement or Rider	Variable	Initial				0.000	I4LA-NQ_8-10_6-1.pdf

Supporting Document Schedule Item Changes:

User Added -Name: Statement of Variability

Comment:

SOV-CBD(8-10)-NW.pdf

SERFF Tracking Number: LCNC-126614571 *State:* Arkansas
Filing Company: The Lincoln National Life Insurance Company *State Tracking Number:* 45738
Company Tracking Number: AR-528(8-10) ET AL
TOI: A02.11 Individual Annuities- Deferred Non- *Sub-TOI:* A02.11.002 Flexible Premium
Variable and Variable
Product Name: Variable Annuity Riders
Project Name/Number: AR-528(8-10) et al/AR-528(8-10) et al

SOV-AR528(8-10)-NW.pdf

SOV-AR-529(8-10).pdf

SOV-i4LA-NQ_8-10_NW 6-1.pdf

SOV-i4LA-Q_8-10_NW 6-1.pdf

SERFF Tracking Number: LCNC-126614571 *State:* Arkansas
Filing Company: The Lincoln National Life Insurance Company *State Tracking Number:* 45738
Company Tracking Number: AR-528(8-10) ET AL
TOI: A02.II Individual Annuities- Deferred Non- *Sub-TOI:* A02.II.002 Flexible Premium
Variable and Variable
Product Name: Variable Annuity Riders
Project Name/Number: AR-528(8-10) et al/AR-528(8-10) et al

Note To Filer

Created By:

Linda Bird on 06/03/2010 09:20 AM

Last Edited By:

Linda Bird

Submitted On:

06/03/2010 09:20 AM

Subject:

Please re-open

Comments:

Filing has been re-opened for changes to be made to form I4LA-Q(8-10) and I4LA-NQ(8-10).

SERFF Tracking Number: LCNC-126614571 *State:* Arkansas
Filing Company: The Lincoln National Life Insurance Company *State Tracking Number:* 45738
Company Tracking Number: AR-528(8-10) ET AL
TOI: A02.II Individual Annuities- Deferred Non- *Sub-TOI:* A02.II.002 Flexible Premium
Variable and Variable
Product Name: Variable Annuity Riders
Project Name/Number: AR-528(8-10) et al/AR-528(8-10) et al

Note To Reviewer

Created By:

Beth Scekeres on 06/03/2010 07:41 AM

Last Edited By:

Beth Scekeres

Submitted On:

06/03/2010 07:41 AM

Subject:

Please re-open

Comments:

Good Morning,

We respectfully ask you to re-open this filing. Minor changes have been made to forms I4LA-Q(8-10) and I4LA-NQ(8-10) in order to add additional variability.

I apologize for the inconvenience.....Beth

SERFF Tracking Number: LCNC-126614571 State: Arkansas
 Filing Company: The Lincoln National Life Insurance Company State Tracking Number: 45738
 Company Tracking Number: AR-528(8-10) ET AL
 TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
 Variable and Variable
 Product Name: Variable Annuity Riders
 Project Name/Number: AR-528(8-10) et al/AR-528(8-10) et al

Amendment Letter

Submitted Date: 05/25/2010

Comments:

Minor changes have been identified since form AR-529(8-10) was originally submitted. A revised form, actuarial memo, and statement of variability are included for your review.

We apologize for the inconvenience.....Beth

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
AR-529(8-10)	Policy/Contr act/Fraternal Certificate: Living Amendment, Benefits Insert Rider Page, Endorsement or Rider	Variable Annuity	Initial				0.000	AR-529(8-10).pdf

Supporting Document Schedule Item Changes:

Satisfied -Name: Life & Annuity - Acturial Memo

Comment:

- ACT MEMO-I4LA-Q(8-10)-NW-05052010.pdf
- ACT MEMO-I4LA-NQ(8-10)NW-05052010.pdf
- ACT MEMO-AR528(8-10)-NW05052010.pdf
- ACT MEMO-AR529(8-10)-NW05242010.pdf

User Added -Name: Statement of Variability

Comment:

- SOV-CBD(8-10)-NW.pdf
- SOV-i4LA-NQ(8-10)-NW.pdf
- SOV-i4LA-Q(8-10)-NW.pdf

SERFF Tracking Number: LCNC-126614571 *State:* Arkansas
Filing Company: The Lincoln National Life Insurance Company *State Tracking Number:* 45738
Company Tracking Number: AR-528(8-10) ET AL
TOI: A02.II Individual Annuities- Deferred Non- *Sub-TOI:* A02.II.002 Flexible Premium
Variable and Variable
Product Name: Variable Annuity Riders
Project Name/Number: AR-528(8-10) et al/AR-528(8-10) et al

SOV-AR528(8-10)-NW.pdf

SOV-AR-529(8-10).pdf

SERFF Tracking Number: LCNC-126614571 *State:* Arkansas
Filing Company: The Lincoln National Life Insurance Company *State Tracking Number:* 45738
Company Tracking Number: AR-528(8-10) ET AL
TOI: A02.II Individual Annuities- Deferred Non- *Sub-TOI:* A02.II.002 Flexible Premium
Variable and Variable
Product Name: Variable Annuity Riders
Project Name/Number: AR-528(8-10) et al/AR-528(8-10) et al

Note To Filer

Created By:

Linda Bird on 05/25/2010 12:58 PM

Last Edited By:

Linda Bird

Submitted On:

05/25/2010 12:58 PM

Subject:

Please Re-open

Comments:

Filing has been re-opened in order of changes to be made in the original submission.

SERFF Tracking Number: LCNC-126614571 *State:* Arkansas
Filing Company: The Lincoln National Life Insurance Company *State Tracking Number:* 45738
Company Tracking Number: AR-528(8-10) ET AL
TOI: A02.11 Individual Annuities- Deferred Non- *Sub-TOI:* A02.11.002 Flexible Premium
Variable and Variable
Product Name: Variable Annuity Riders
Project Name/Number: AR-528(8-10) et al/AR-528(8-10) et al

Note To Reviewer

Created By:

Beth Scekeres on 05/25/2010 11:33 AM

Last Edited By:

Beth Scekeres

Submitted On:

05/25/2010 11:33 AM

Subject:

Please Re-open

Comments:

Good Afternoon,

Some minor changes were made to this filing since the original submission. Please re-open so that I may resubmit.

I apologize for the inconvenience.....Beth

SERFF Tracking Number: LCNC-126614571 State: Arkansas
 Filing Company: The Lincoln National Life Insurance Company State Tracking Number: 45738
 Company Tracking Number: AR-528(8-10) ET AL
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
 Variable and Variable
 Product Name: Variable Annuity Riders
 Project Name/Number: AR-528(8-10) et al/AR-528(8-10) et al

Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	I4LA-Q(8-10)	Policy/Cont Variable Annuity ract/Fratern Payment Option al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	I4LA-Q_8-10_6-1.pdf
	I4LA-NQ(8-10)	Policy/Cont Variable Annuity ract/Fratern Payment Option al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	I4LA-NQ_8-10_6-1.pdf
	CBD(8-10)	Schedule Contract Benefit Data Pages Page	Initial		0.000	CBD(8-10).pdf
	AR-528(8-10)	Policy/Cont Guaranteed Income ract/Fratern Benefit Rider al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	AR-528(8-10).pdf
	AR-529(8-	Policy/Cont Variable Annuity	Initial		0.000	AR-529(8-

SERFF Tracking Number: LCNC-126614571 State: Arkansas
Filing Company: The Lincoln National Life Insurance Company State Tracking Number: 45738
Company Tracking Number: AR-528(8-10) ET AL
TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
Variable and Variable

Product Name: Variable Annuity Riders
Project Name/Number: AR-528(8-10) et al/AR-528(8-10) et al
10) ract/Fratern Living Benefits Rider

10).pdf

al
Certificate:
Amendmen
t, Insert
Page,
Endorseme
nt or Rider

Variable Annuity Payment Option Rider

This rider is made a part of the Contract to which it is attached. Except as stated in this rider, it is subject to the provisions contained in the Contract. Coverage under this rider begins on the Rider Date as shown on the Contract Benefit Data pages. This optional rider makes a variable annuity payment option available that provides variable Periodic Income Payments. If the Owner elects to receive variable Periodic Income Payments under this rider, then either (a) the Mortality and Expense Risk and Administrative Charge will increase as shown on the Contract Benefit Data pages subject to the maximum charge described herein, or (b) a VAPOR Rider Charge for this rider will be shown on the Contract Benefit Data pages subject to the maximum charge described herein. During the Access Period, the Owner may make Withdrawals or surrender the Contract for its Surrender Value subject to the terms and conditions of this rider. Any Death Benefit option in effect prior to the Periodic Income Commencement Date will be terminated.

Maximum Mortality and Expense Risk and Administrative Charge, including any VAPOR Rider Charge: [2.35%]

Definitions

Access Period

The length of time selected by the Owner as shown on the Contract Benefit Data pages. The Access Period begins on the Periodic Income Commencement Date shown on the Contract Benefit Data pages. If this rider is elected by a beneficiary to settle a death claim, Access Periods that extend beyond the beneficiary's life expectancy as determined by Section 401(a)(9) of the Internal Revenue Code, as amended, will not be allowed.

Account Value

On the Rider Date, the Contract Value under the Contract will be referred to as the Account Value. On each subsequent Valuation Date during the Access Period, the Account Value will equal the sum of the values of the Variable Subaccounts attributable to the Contract plus the sum of the values of the Fixed Account(s) attributable to the Contract. State and local government premium tax, if applicable, will be deducted from the Account Value when incurred by Us, or at another time of Our choosing. Periodic Income Payments made during the Access Period are deducted from the Account Value. At the end of the Access Period, there will no longer be an Account Value.

Annual Effective Rate of Interest

The daily equivalent of the weighted average of all rates of interest credited to values allocated to the Fixed Account during the Lifetime Income Period.

Annuitant

The person upon whose life the Periodic Income Payments will be contingent. The Contract may only have one Annuitant on and after the Rider Date. The Annuitant may not be changed on and after the Rider Date.

Annuity Factor

The Annuity Factor is based upon the age and if applicable, sex of the Annuitant; the age and if applicable, sex of the Secondary Life, if any; the Periodic Income Payment Mode; the length of time remaining in the Access Period; the Assumed Investment Return and when applicable, the [A2000 Individual Annuity Mortality Table, modified].

Assumed Investment Return

The assumed return used in calculating the Periodic Income Payments. This assumed return is selected by the Owner on the Rider Date and is shown on the Contract Benefit Data pages.

Guaranteed Income Benefit (“GIB”)

The minimum amount payable for each Periodic Income Payment made under a Variable Annuity Payment Option Rider. The GIB is provided by another rider that We may offer at an additional charge. If a GIB has been elected, a rider describing the determination of the minimum amount payable for each Periodic Income Payment is attached to the Contract.

In Writing (Written Request, Written Notice)

With respect to any notice or request to Us, this term means a written form satisfactory to Us signed by the Owner and received at our Home Office. With respect to any notice from Us to the Owner or any other person, this term means a written notice by ordinary mail to such person at the most recent address in our records.

Lifetime Income Period

The period that begins after the Access Period, provided the Annuitant or the Secondary Life, if any, is still living and the Contract has not been surrendered. This period will then continue for as long as the Annuitant is living. For a joint life payout, this period will continue for as long as the Annuitant or Secondary Life is living.

Periodic Income Payment

The variable periodic income payment amounts paid under this rider to an Owner, or an Owner's designee. At the time this rider is elected, an Owner must select one of the following Periodic Income Payment Modes: monthly, quarterly, semi-annually or annually. The Initial Periodic Income Payment Mode selected is shown on the Contract Benefit Data pages. Unless the GIB is in effect, the Owner may change the Periodic Income Payment Mode once per Contract Year by sending written notice to Us. A change to the Periodic Income Payment Mode will be effective on the next Periodic Income Commencement Date anniversary.

Periodic Income Commencement Date

The Valuation Date on which the Initial Periodic Income Payment under this rider is calculated. The due date of the Initial Periodic Income Payment will be no more than [14] calendar days after the Periodic Income Commencement Date. The Periodic Income Commencement Date is shown on the Contract Benefit Data pages.

Secondary Life

The Secondary Life, if any, is the person in addition to the annuitant designated by the Owner upon whose life the Periodic Income Payments will also be contingent during the Lifetime Income Period. The designation of a Secondary Life results in a joint life payout. The Secondary Life must be designated prior to the Rider Date and may not be changed after the Rider Date.

Surrender Value

During the Access Period, the Surrender Value is the Account Value less any applicable Contingent Deferred Sales Charge (may also be referenced as Surrender Charge) and, if applicable, any Interest Adjustment (may also be referenced as Market Value Adjustment). The Contract and this rider will terminate upon payment of the full Surrender Value.

We, Us, and Our

The Lincoln National Life Insurance Company.

Withdrawals

Additional amounts other than Periodic Income Payments from the Account Value requested In Writing by the Owner.

The Access Period

Determination of the Initial Periodic Income Payment

The Initial Periodic Income Payment is determined by dividing the Account Value as of the Periodic Income Commencement Date by 1000 and multiplying this result by an Annuity Factor and is shown on the Contract Benefit Data pages.

Determination of Subsequent Periodic Income Payments

Until the death of the Annuitant, or Secondary Life when applicable, the first Periodic Income Payment due in each subsequent calendar year will be determined by dividing the Account Value as of the prior December 31 by 1000 and multiplying this result by the applicable Annuity Factor as of the Valuation Date of the Periodic Income Payment.

If no Withdrawals are taken, subsequent Periodic Income Payments made during a calendar year will be equal to the first Periodic Income Payment made in that calendar year until the Access Period ends.

During the calendar year of the Periodic Income Commencement Date, if a Withdrawal is taken while any Periodic Income Payments are scheduled to be paid before the end of the calendar year, the next Periodic Income Payment will be determined by dividing the Account Value as of the Periodic Income Commencement Date, less all subsequent Withdrawals, by 1000 and multiplying this result by the applicable Annuity Factor.

If a Withdrawal is taken in subsequent calendar years while any Periodic Income Payments are scheduled to be paid before the end of the calendar year, the next Periodic Income Payment will be determined by dividing the Account Value as of the prior December 31, less all Withdrawals made during the current calendar year, by 1000 and multiplying this result by the applicable Annuity Factor. Any subsequent Periodic Income Payments due after the Withdrawal and prior to the next calendar year will be equal to the Periodic Income Payment determined immediately following the Withdrawal.

If at any time the Periodic Income Payments for the Access Period selected will not meet the requirements of Section 401(a)(9) of the Internal Revenue Code of 1986 as amended (IRC), We will shorten the Access Period to a length that will increase the Periodic Income Payments to a level which will meet the requirements of Section 401(a)(9) of the IRC for this rider. This could require the termination of the Access Period. A change in the Access Period by Us will be effective immediately.

At the end of the Access Period, any remaining Account Value will be applied to continue the Periodic Income Payment for the Lifetime Income Period. There will no longer be an Account Value after the Access Period.

Effect of Death on Periodic Income Payments

Upon notification to Us of the death of the Annuitant, if a Secondary Life was not designated or the Secondary Life is no longer surviving, the Periodic Income Payments will cease and this rider will terminate. If a Secondary Life was designated and is still surviving, the spouse as the sole, primary Beneficiary may elect to assume ownership of the Contract and as the Secondary Life may elect to continue Periodic Income Payments in accordance with the Variable Annuity Death Benefit Rider. Periodic Income Payments will continue for the remainder of the Access Period and then, if the Secondary Life is still alive, for the Lifetime Income Period.

Upon notification to Us of the death of the Secondary Life, if the Annuitant is no longer surviving, Periodic Income Payments will cease and this rider will terminate. If the Annuitant is still surviving, Periodic Income Payments may continue for the remainder of the Access Period and then, if the Annuitant continues to survive, for the Lifetime Income Period.

Upon notification to Us of a death, Periodic Income Payments may be suspended until the death claim is approved. If this Rider continues, upon approval of a death claim, as described in the Contract, a lump sum payment for the value of any suspended payments, as of the date the death claim is approved, will

be made and the Periodic Income Payments will restart.

How to Change the Access Period

During the Access Period and subject to Our acceptance, the Owner may change the Access Period by Written Request once per Contract Year, within the minimum and maximum periods allowed at the time of change. A change to the Access Period will be effective on the next Periodic Income Commencement Date anniversary. If the Access Period is changed, Periodic Income Payments after the effective date of the change will be adjusted accordingly.

The Lifetime Income Period

Determination of Periodic Income Payments during the Lifetime Income Period

On the last Valuation Date of the Access Period, the amount of the last Periodic Income Payment paid during the Access Period will continue to be paid for the remainder of the calendar year. This amount will be deducted on a pro-rata basis from the Fixed and/or Variable Subaccounts. The Periodic Income Payment amounts for each subsequent calendar year during the Lifetime Income Period will be determined as described below.

First Full Calendar Year:

Periodic Income Payments from the Fixed Account

The Periodic Income Payments from the Fixed Account in the calendar year immediately following the end of the Access Period will be determined by first dividing the Account Value in the Fixed Account as of the last Valuation Date of the Access Period, less any Periodic Income Payments paid after the last Valuation Date of the Access Period for the remainder of that calendar year, by 1000 and multiplying the result by the applicable Annuity Factor. The resulting annual amount will then be multiplied by 'A' divided by 'B', where

1. 'A' is the 'Interest Adjustment Factor' raised to a power equal to the number of days from the end of the Access Period to the Valuation Date of the first Periodic Income Payment in the first full calendar year following the end of the Access Period, where

the 'Interest Adjustment Factor' is equal to $(1+i)$ raised to the power of $1/365$, with 'i' equal to an Annual Effective Rate of Interest not less than 0%, and

2. 'B' is the 'Daily Factor' raised to a power equal to the number of days from the end of the Access Period to the Valuation Date of the first Periodic Income Payment in the first full calendar year following the end of the Access Period, where

the 'Daily Factor' is equal to $(1 + \text{Assumed Investment Return})$ raised to the power of $1/365$.

The resulting annual amount will be converted into Periodic Income Payments by dividing the annual amount by 1000 and multiplying by a one year Annuity Factor reflecting the age(s) and sex(es) of the Annuitant (and Secondary Life); the Periodic Income Payment Mode; an annual effective rate of Interest not less than 0%; and the [A2000 Individual Annuity Mortality Table, modified].

Periodic Income Payments from the Variable Account

The Periodic Income Payments from the Variable Account in the calendar year immediately following the end of the Access Period will be determined by first dividing the Account Value in each Variable Subaccount as of the last Valuation Date of the Access Period, less any Periodic Income Payments paid after the last Valuation Date of the Access Period for the remainder of that calendar year, by 1000 and multiplying the result by the applicable Annuity Factor based upon an annual mode and adjusted for the length of time since the end of the Access Period. The resulting annual amount will be divided by the Annuity Unit value for the respective Variable Subaccount as of the last Valuation Date of the Access Period to determine the number of Annuity Units reflecting an annual amount per

Variable Subaccount. The resulting number of Annuity Units reflecting an annual amount per Variable Subaccount will then be multiplied by the Annuity Unit value for each Variable Subaccount on the Valuation Date of the first Periodic Income Payment in the first full calendar year following the end of the Access Period and summed. Finally, the resulting annual amount will be transferred to the Our General Account and converted into Periodic Income Payments by dividing the annual amount by 1000 and multiplying by a one year Annuity Factor reflecting the age(s) and sex(es) of the Annuitant (and Secondary Life); the Periodic Income Payment Mode; an annual effective rate of Interest not less than 0%; and the [A2000 Individual Annuity Mortality Table, modified].

Subsequent Calendar Years:

Periodic Income Payments from the Fixed Account

The Periodic Income Payments from the Fixed Account in each subsequent calendar year will be determined by multiplying the prior year's annual amount from the Fixed Account by 'A' divided by 'B', where:

1. 'A' is the 'Interest Adjustment Factor' raised to a power equal to the number of days between the Valuation Date of the first Periodic Income Payment made in the prior calendar year and in the current calendar year, where

the 'Interest Adjustment Factor' is equal to $(1+i)$ raised to the power of $1/365$, with 'i' equal to an Annual Effective Rate of Interest not less than 0%, and

2. 'B' is the 'Daily Factor' raised to a power equal to the number of days between the Valuation Date of the first Periodic Income Payment made in the prior calendar year and in the current calendar year, where

the 'Daily Factor' is equal to $(1 + \text{Assumed Investment Return})$ raised to the power of $1/365$.

Then the resulting annual amount will be converted into Periodic Income Payments by dividing the annual amount by 1000 and multiplying by a one year Annuity Factor.

Periodic Income Payments from the Variable Account

The Periodic Income Payments from the Variable Account in each subsequent calendar year will be determined by multiplying the number of Annuity Units reflecting an annual amount per Variable Subaccount by the Annuity Unit value for each Variable Subaccount on the Valuation Date of the first Periodic Income Payment due in that calendar year. The resulting annual amount will be transferred to Our General Account and converted into Periodic Income Payments by dividing the annual amount by 1000 and multiplying by a one year Annuity Factor.

The Annuity Unit value for any Valuation Period for any Variable Subaccount is determined by multiplying the Annuity Unit value for the immediately preceding Valuation Period by 'C' divided by 'D', where:

1. 'C' is a Variable Subaccount's Accumulation Unit value as of the end of the current Valuation Period divided by the Accumulation Unit value of the same Variable Subaccount as of the end of the immediately preceding Valuation Period, and
2. 'D' is the 'Daily Factor' raised to a power equal to the number of days in the current Valuation Period, where

the 'Daily Factor' is equal to $(1 + \text{Assumed Investment Return})$ raised to the power of $1/365$.

Effect of Death during the Lifetime Income Period

Upon the death of the Annuitant, if a Secondary Life was not designated or the Secondary Life is no longer surviving, the Periodic Income Payments will cease and the Contract and this rider will terminate.

If a Secondary Life was designated and is still surviving, the Periodic Income Payments may be suspended until the death claim is approved as described in the Contract. Upon approval, a lump-sum payment for the value of any suspended payments, as of the date the death claim is approved, will be made and the Periodic Income Payments will continue for as long as the Secondary Life continues to live.

Upon the death of the Secondary Life, if the Annuitant is no longer surviving, the Periodic Income Payments will cease and the Contract and this rider will terminate. If the Annuitant is still surviving the Periodic Income Payments may be suspended until the death claim is approved as described in the Contract. Upon approval, a lump-sum payment for the value of any suspended payments, as of the date the death claim is approved, will be made and the Periodic Income Payments will continue for as long as the Annuitant continues to live.

Mortality and Expense Risk and Administrative Charge

While this rider is in effect, the maximum Mortality and Expense Risk and Administrative Charge and VAPOR Rider Charge, if applicable, deducted from the Variable Account for the Contract and this rider is as shown above. Other riders that become part of the Contract are not included within this maximum Charge.

Purchase Payments

Additional Purchase Payments are not permitted during the Lifetime Income Period.

Withdrawals

During the Access Period, an Owner (or the recipient of the rights of ownership if any Owner is deceased) may make Withdrawals of amounts up to the Surrender Value. Withdrawals will be subject to the terms of the Withdrawal provisions and, if applicable, the Contingent Deferred Sales Charge and Interest Adjustment provisions of the Contract for Withdrawals occurring prior to the Annuity Commencement Date.

Withdrawals will immediately reduce the Account Value and will reduce subsequent Periodic Income Payments. Withdrawals are not allowed after the Access Period.

Surrenders

During the Access Period, an Owner (or the recipient of the rights of ownership if any Owner is deceased) may surrender the Contract for the Surrender Value. Except as stated in this provision, a surrender of the Contract will be subject to the terms of the Surrender provisions and, if applicable, the Contingent Deferred Sales Charge and Interest Adjustment provisions of the Contract which apply to surrenders taken prior to the Annuity Commencement Date. If the Contract is surrendered, no further Periodic Income Payments will be made and the Contract and this rider will terminate.

Transfers

An Owner (or the recipient of the rights of ownership if any Owner is deceased) may direct a transfer between the Variable Subaccounts and/or the Fixed Account(s) of any portion of the Account Value, subject to the terms of the Transfer provisions which apply to transfers before the Annuity Commencement Date.

Transfers between the Variable Subaccounts during the Lifetime Income Period will result in the selling of Annuity Units from one Variable Subaccount and the purchase of Annuity Units from the other Variable Subaccount, at the current Annuity Unit values. These Annuity Units will then represent the number of annuity units per payment from the Variable Subaccount.

Transfers from the Fixed Account to the Variable Account are not permitted after the Access Period. Transfers from the Variable Account to the Fixed Account after the Access Period may occur only on the Valuation Date of a Periodic Income Payment.

Persistency Credits

Persistency Credits, if any, will be paid in to the Contract during the Access Period subject to the terms of the Persistency Credits provision of the Contract. Persistency Credits, if any, will terminate after the Access Period.

Waiver of Contingent Deferred Sales Charges

Contingent Deferred Sales Charges, if any, will be waived during the Access Period subject to the terms of the Waiver of Contingent Deferred Sales Charges section of the Contract for withdrawals taken prior to the Annuity Commencement Date.

General

How to Terminate Periodic Income Payments

During the Access Period, the Owner may elect to terminate Periodic Income Payments under this rider by sending Written Notice to Us and this rider will terminate. On the Valuation Date the termination of Periodic Income Payments is effective, the Account Value under this rider will be referred to as the Contract Value under the Contract.

Termination of this Rider

This rider will terminate on the first of any of the following events to occur:

1. termination of the Contract to which this rider is attached; or
2. upon the death of Annuitant with no surviving Secondary Life; or
3. upon the death of the Secondary Life with no surviving Annuitant; or
4. termination of the Periodic Income Payments by Written Request from the Owner.

The Lincoln National Life Insurance Company


Charles A. Brawley, III, Secretary

**Annuity Purchase Rates
Under a Variable Annuity Payment Option Rider
With a 3.0% Assumed Investment Return
A2000 Individual Annuity Mortality Table, modified**

**Dollar Amount Of First Monthly Payment Which Is
Purchased With Each \$1,000 Applied**

Single Life Annuities

Age	15 Year Access Period	20 Year Access Period	25 Year Access Period	30 Year Access Period
60	\$ 3.84	\$ 3.77	\$ 3.69	\$ 3.59
61	\$ 3.90	\$ 3.82	\$ 3.73	\$ 3.62
62	\$ 3.96	\$ 3.88	\$ 3.77	\$ 3.65
63	\$ 4.03	\$ 3.93	\$ 3.81	\$ 3.68
64	\$ 4.09	\$ 3.98	\$ 3.85	\$ 3.71
65	\$ 4.16	\$ 4.04	\$ 3.89	\$ 3.74
66	\$ 4.23	\$ 4.09	\$ 3.93	\$ 3.77
67	\$ 4.30	\$ 4.15	\$ 3.97	\$ 3.80
68	\$ 4.38	\$ 4.20	\$ 4.01	\$ 3.84
69	\$ 4.46	\$ 4.26	\$ 4.05	\$ 3.87
70	\$ 4.53	\$ 4.32	\$ 4.09	\$ 3.90
71	\$ 4.61	\$ 4.37	\$ 4.13	\$ 3.93
72	\$ 4.69	\$ 4.42	\$ 4.17	\$ 3.95
73	\$ 4.78	\$ 4.48	\$ 4.22	\$ 3.97
74	\$ 4.86	\$ 4.53	\$ 4.26	\$ 3.99
75	\$ 4.94	\$ 4.59	\$ 4.31	\$ 4.00

Joint And Full To Survivor Annuities

Joint Age	15 Year Access Period	20 Year Access Period	25 Year Access Period	30 Year Access Period
60	\$ 3.54	\$ 3.53	\$ 3.50	\$ 3.45
61	\$ 3.59	\$ 3.57	\$ 3.54	\$ 3.48
62	\$ 3.64	\$ 3.62	\$ 3.58	\$ 3.52
63	\$ 3.70	\$ 3.67	\$ 3.62	\$ 3.55
64	\$ 3.76	\$ 3.72	\$ 3.66	\$ 3.58
65	\$ 3.81	\$ 3.77	\$ 3.70	\$ 3.62
66	\$ 3.88	\$ 3.82	\$ 3.75	\$ 3.66
67	\$ 3.94	\$ 3.88	\$ 3.79	\$ 3.69
68	\$ 4.01	\$ 3.93	\$ 3.83	\$ 3.73
69	\$ 4.08	\$ 3.99	\$ 3.88	\$ 3.77
70	\$ 4.15	\$ 4.05	\$ 3.92	\$ 3.81
71	\$ 4.22	\$ 4.11	\$ 3.97	\$ 3.84
72	\$ 4.30	\$ 4.17	\$ 4.02	\$ 3.87
73	\$ 4.38	\$ 4.22	\$ 4.07	\$ 3.89
74	\$ 4.46	\$ 4.29	\$ 4.13	\$ 3.91
75	\$ 4.54	\$ 4.35	\$ 4.17	\$ 3.94

Age Adjustment Table

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

Variable Annuity Payment Option Rider

This rider is made a part of the Contract to which it is attached. Except as stated in this rider, it is subject to the provisions contained in the Contract. Coverage under this rider begins on the Rider Date as shown on the Contract Benefit Data pages. This optional rider makes a variable annuity payment option available that provides variable Periodic Income Payments. If the Owner elects to receive variable Periodic Income Payments under this rider, then either (a) the Mortality and Expense Risk and Administrative Charge will increase as shown on the Contract Benefit Data pages subject to the maximum charge described herein, or (b) a VAPOR Rider Charge for this rider will be shown on the Contract Benefit Data pages subject to the maximum charge described herein. During the Access Period, the Owner may make Withdrawals or surrender the Contract for its Surrender Value subject to the terms and conditions of this rider. Any Death Benefit option in effect prior to the Periodic Income Commencement Date will be terminated.

Maximum Mortality and Expense Risk and Administrative Charge, including any VAPOR Rider Charge: [2.35%]

Definitions

Access Period

The length of time selected by the Owner as shown on the Contract Benefit Data pages. The Access Period begins on the Periodic Income Commencement Date shown on the Contract Benefit Data pages. If this rider is elected by a beneficiary to settle a death claim, Access Periods that extend beyond the beneficiary's life expectancy as determined by Section 72(s) of the Internal Revenue Code, as amended, will not be allowed.

Account Value

On the Rider Date, the Contract Value under the Contract will be referred to as the Account Value. On each subsequent Valuation Date during the Access Period, the Account Value will equal the sum of the values of the Variable Subaccounts attributable to the Contract plus the sum of the values of the Fixed Account(s) attributable to the Contract. State and local government premium tax, if applicable, will be deducted from the Account Value when incurred by Us, or at another time of Our choosing. Periodic Income Payments made during the Access Period are deducted from the Account Value. At the end of the Access Period, there will no longer be an Account Value.

Annual Effective Rate of Interest

The daily equivalent of the weighted average of all rates of interest credited to values allocated to the Fixed Account during the Lifetime Income Period.

Annuitant

The person upon whose life the Periodic Income Payments will be contingent. The Contract may only have one Annuitant on and after the Rider Date. The Annuitant may not be changed on and after the Rider Date.

Annuity Factor

The Annuity Factor is based upon the age and sex of the Annuitant; the age and sex of the Secondary Life, if applicable; the Periodic Income Payment Mode; the length of time remaining in the Access Period; the Assumed Investment Return and when applicable, the [A2000 Individual Annuity Mortality Table, modified].

Assumed Investment Return

The assumed return used in calculating the Periodic Income Payments. This assumed return is selected by the Owner on the Rider Date and is shown on the Contract Benefit Data pages.

Guaranteed Income Benefit (“GIB”)

The minimum amount payable for each Periodic Income Payment made under a Variable Annuity Payment Option Rider. The GIB is provided by another rider that We may offer at an additional charge. If a GIB has been elected, a rider describing the determination of the minimum amount payable for each Periodic Income Payment is attached to the Contract.

In Writing (Written Request, Written Notice)

With respect to any notice or request to Us, this term means a written form satisfactory to Us signed by the Owner and received at our Home Office. With respect to any notice from Us to the Owner or any other person, this term means a written notice by ordinary mail to such person at the most recent address in our records.

Lifetime Income Period

The period that begins after the Access Period, provided the Annuitant or the Secondary Life, if any, is still living and the Contract has not been surrendered. This period will then continue for as long as the Annuitant is living. For a joint life payout, this period will continue for as long as the Annuitant or Secondary Life is living.

Periodic Income Payment

The variable periodic income payment amounts paid under this rider to an Owner, or an Owner's designee. At the time this rider is elected, an Owner must select one of the following Periodic Income Payment Modes: monthly, quarterly, semi-annually or annually. The Initial Periodic Income Payment Mode selected is shown on the Contract Benefit Data pages. Unless the GIB is in effect, the Owner may change the Periodic Income Payment Mode once per Contract Year by sending written notice to Us. A change to the Periodic Income Payment Mode will be effective on the next Periodic Income Commencement Date anniversary.

Periodic Income Commencement Date

The Valuation Date on which the Initial Periodic Income Payment under this rider is calculated. The due date of the Initial Periodic Income Payment will be no more than [14] calendar days after the Periodic Income Commencement Date. The Periodic Income Commencement Date is shown on the Contract Benefit Data pages.

Secondary Life

The Secondary Life, if any, is the person in addition to the annuitant designated by the Owner upon whose life the Periodic Income Payments will also be contingent during the Lifetime Income Period. The designation of a Secondary Life results in a joint life payout. The Secondary Life must be designated prior to the Rider Date and may not be changed after the Rider Date.

Surrender Value

During the Access Period, the Surrender Value is the Account Value less any applicable Contingent Deferred Sales Charge (may also be referenced as Surrender Charge) and, if applicable, any Interest Adjustment (may also be referenced as Market Value Adjustment). The Contract and this rider will terminate upon payment of the full Surrender Value.

We, Us, and Our

The Lincoln National Life Insurance Company.

Withdrawals

Additional amounts other than Periodic Income Payments from the Account Value requested In Writing by the Owner.

The Access Period

If the Periodic Income Payment Mode is not annual, an Owner may elect to adjust the Periodic Income Payments on a Periodic Income Payment modal basis or on an annual basis ('LevelPay'). If this election is not made prior to the Rider Date, Periodic Income Payments will be adjusted on a LevelPay basis.

Determination of the Initial Periodic Income Payment

The Initial Periodic Income Payment is determined by dividing the Account Value as of the Periodic Income Commencement Date by 1000 and multiplying this result by an Annuity Factor and is shown on the Contract Benefit Data pages. The Owner may not make any Purchase Payments to the Contract after the Periodic Income Commencement Date.

Determination of Subsequent Periodic Income Payments

If Periodic Income Payments are adjusted on a Periodic Income Payment modal basis, then each subsequent Periodic Income Payment will be determined by dividing the Account Value as of the Valuation Date for the due date of a Periodic Income Payment by 1000 and multiplying this result by a applicable Annuity Factor.

If Periodic Income Payments are adjusted on a LevelPay basis, then each Periodic Income Payment due on the anniversary of the Initial Periodic Income Payment Date will be determined by dividing the Account Value as of the Valuation Date for that Periodic Income Payment by 1000 and multiplying this result by the applicable Annuity Factor. Periodic Income Payments made between anniversaries of the Initial Periodic Income Payment Date will be equal to the Periodic Income Payment calculated as of the prior anniversary (this includes the Initial Periodic Income Payment Date), unless there is a Withdrawal. If a Withdrawal is taken, the next Periodic Income Payment will be determined by dividing the Account Value as of the Valuation Date for that Periodic Income Payment by 1000 and multiplying this result by the applicable Annuity Factor. Any subsequent Periodic Income Payments due after the Withdrawal and prior to the next anniversary of the Initial Periodic Income Payment Date will be equal to the Periodic Income Payment determined immediately following the Withdrawal.

At the end of the Access Period, any remaining Account Value will be applied to continue the Periodic Income Payment for the Lifetime Income Period. There will no longer be an Account Value after the Access Period.

Effect of Death on Periodic Income Payments

Upon the death of an Owner, and upon an election to continue Periodic Income Payments in accordance with the Variable Annuity Death Benefit Rider, Periodic Income Payments will continue for the remainder of the Access Period and then, if there is a surviving Annuitant or Secondary Life, for the Lifetime Income Period. In any event, if full payment of the Death Benefit is not made upon the death of the Owner, Periodic Income Payments will continue to be paid at least as rapidly as they were being distributed prior to such death. If any Owner is a non-natural person, the death of the Annuitant or Secondary Life will be treated as the death of an Owner.

Upon notification to Us of the death of the Annuitant, and upon an election to continue Periodic Income Payments in accordance with the Death Benefit Rider, Periodic Income Payments will then continue for the remainder of the Access Period and then, if there is a surviving Secondary Life, for the Lifetime Income Period. If there is not a surviving Secondary Life, an Access Period will be calculated as of the date of death to ensure that the Periodic Income Payments conform to Section 72 of the Internal Revenue Code (Code).

Upon notification to Us of the death of the Secondary Life, and upon an election to continue Periodic Income Payments in accordance with the Death Benefit Rider, Periodic Income Payments will continue for the remainder of the Access Period and then, if the Annuitant is still surviving, for the Lifetime Income Period. If there is not a surviving Annuitant, an Access Period will be calculated as of the date of death to ensure that the Periodic Income Payments conform to Section 72 of the Code.

How to Change the Access Period

During the Access Period and subject to Our acceptance, the Owner may change the Access Period by Written Request once per Contract Year, within the minimum and maximum periods allowed at the time of change. A change to the Access Period will be effective on the next Periodic Income Commencement Date anniversary. If the Access Period is changed, Periodic Income Payments after the effective date of the change will be adjusted accordingly.

The Lifetime Income Period

Periodic Income Payments from the Fixed Account during Lifetime Income Period

The first Periodic Income Payment from the Fixed Account following the end of the Access Period will be determined by first dividing the Account Value, if any, in the Fixed Account as of the last Valuation Date of the Access Period by 1000 and multiplying the result by the applicable Annuity Factor.

Each subsequent Periodic Income Payment from the Fixed Account will be determined by multiplying the prior Periodic Income Payment from the Fixed Account by 'A' divided by 'B', where

'A' is the 'Interest Adjustment Factor' of $(1+i)^{n/365}$, with 'i' equal to an Annual Effective Rate of Interest not less than 0%, and 'n' equal to the number of days since the Valuation Date of the prior modal Periodic Income Payment, and

'B' is $(1 + \text{Assumed Investment Return})^{n/365}$, with 'n' equal to the number of days since the Valuation Date of the prior modal Periodic Income Payment.

Periodic Income Payments from the Variable Account during Lifetime Income Period

The first Periodic Income Payment from the Variable Account following the end of the Access Period will be determined by first dividing the Account Value in each Variable Subaccount as of the last Valuation Date of the Access Period by 1000 and multiplying the result by the applicable Annuity Factor. The result for each Variable Subaccount will be divided by the Annuity Unit value for the respective Variable Subaccount as of the last Valuation Date of the Access Period to determine the initial number of Annuity Units per payment per Variable Subaccount for subsequent Periodic Income Payments.

Subsequent Periodic Income Payments will be determined by multiplying the resulting number of Annuity Units per payment per Variable Subaccount by the Annuity Unit value for the respective Variable Subaccount on the Valuation Date of each subsequent Periodic Income Payment, and summing the results.

The Annuity Unit value for any Valuation Period for any Variable Subaccount is determined by multiplying the Annuity Unit value for the immediately preceding Valuation Period by 'C' divided by 'D', where:

'C' is a Variable Subaccount's Accumulation Unit value as of the end of the current Valuation Period divided by the Accumulation Unit value of the same Variable Subaccount as of the end of the immediately preceding Valuation Period, and

'D' is $(1 + \text{Assumed Investment Return})^{n/365}$, where 'n' is the number of days in the current Valuation Period.

Payments Adjusted on a LevelPay Basis during Lifetime Income Period

If Periodic Income Payments are adjusted annually but the Periodic Income Payment Mode is not annual ('LevelPay'), then the Periodic Income Payments are calculated by first determining the amount that would be paid on an annual Periodic Income Payment Mode basis as described in the Periodic Income Payments from the Fixed Account during Lifetime Income Period and Periodic Income Payments from the Variable Account during Lifetime Income Period provisions above.

Any resulting annual amount determined under the Periodic Income Payments from the Variable Account during Lifetime Income Period provision is first transferred from the Variable Account to the General Account. The annual amount(s) are then converted into modal Periodic Income Payments by dividing the annual amount by 1000 and multiplying by a one year Annuity Factor reflecting the age(s) and sex(es) of the Annuitant (and Secondary Life); the Periodic Income Payment Mode; an annual effective rate of interest not less than 0%; and the [A2000 Individual Annuity Mortality Table, modified].

Effect of Death during the Lifetime Income Period

Upon the death of any Owner that is not an Annuitant or Secondary Life, the Periodic Income Payments will continue for as long as the Annuitant or the Secondary Life, if applicable, is living.

Upon the death of any Owner that is an Annuitant or Secondary Life, the provision below regarding the death of the Annuitant or Secondary Life will apply.

Upon the death of the Annuitant, if a Secondary Life was not designated or the Secondary Life is no longer surviving, the Periodic Income Payments will cease and the Contract and this rider will terminate. If a Secondary Life was designated and is still surviving, the Periodic Income Payments may be suspended until the death claim is approved as described in the Contract. Upon approval, a lump-sum payment for the value of any suspended payments, as of the date the death claim is approved, will be made and the Periodic Income Payments will continue for as long as the Secondary Life continues to live.

Upon the death of the Secondary Life, if the Annuitant is no longer surviving, the Periodic Income Payments will cease and the Contract and this rider will terminate. If the Annuitant is still surviving the Periodic Income Payments may be suspended until the death claim is approved as described in the Contract. Upon approval, a lump-sum payment for the value of any suspended payments, as of the date the death claim is approved, will be made and the Periodic Income Payments will continue for as long as the Annuitant continues to live.

Mortality and Expense Risk and Administrative Charge

While this rider is in effect, the maximum Mortality and Expense Risk and Administrative Charge and VAPOR Rider Charge, if applicable, deducted from the Variable Account for the Contract and this rider is as shown above. Other riders that become part of the Contract are not included within this maximum Charge.

Purchase Payments

While this rider is in effect, the Owner may not make any Purchase Payments to the Contract after the Periodic Income Commencement Date.

Withdrawals

During the Access Period, an Owner (or the recipient of the rights of ownership if any Owner is deceased) may make Withdrawals of amounts up to the Surrender Value. Withdrawals will be subject to the terms of the Withdrawal provisions and if applicable, the Contingent Deferred Sales Charge and Interest Adjustment provisions of the Contract for Withdrawals occurring prior to the Annuity Commencement Date.

Withdrawals will immediately reduce the Account Value and will reduce subsequent Periodic Income Payments. Withdrawals are not allowed after the Access Period.

Surrenders

During the Access Period, an Owner (or the recipient of the rights of ownership if any Owner is deceased) may surrender the Contract for the Surrender Value. Except as stated in this provision, a surrender of the Contract will be subject to the terms of the Surrender provisions and if applicable, the Contingent Deferred Sales Charge and Interest Adjustment provisions of the Contract which apply to surrenders taken prior to the Annuity Commencement Date. If the Contract is surrendered, no further Periodic Income Payments will be made and the Contract and this rider will terminate.

Transfers

An Owner (or the recipient of the rights of ownership if any Owner is deceased) may direct a transfer between the Variable Subaccounts and/or the Fixed Account(s) of any portion of the Account Value, subject to the terms of the Transfer provisions which apply to transfers taken prior to the Annuity Commencement Date.

Transfers between the Variable Subaccounts during the Lifetime Income Period will result in the selling of Annuity Units from one Variable Subaccount and the purchase of Annuity Units from the other Variable Subaccount, at the current Annuity Unit values. These Annuity Units will then represent the number of annuity units per payment from the Variable Subaccount.

Transfers from the Fixed Account to the Variable Account are not permitted after the Access Period. Transfers from the Variable Account to the Fixed Account after the Access Period may occur only on the Valuation Date of a Periodic Income Payment.

Persistency Credits

Persistency Credits, if any, will be paid in to the Contract during the Access Period subject to the terms of the Persistency Credits provision of the Contract. Persistency Credits, if any, will terminate after the Access Period.

Waiver of Contingent Deferred Sales Charges

Contingent Deferred Sales Charges, if any, will be waived during the Access Period subject to the terms of the Waiver of Contingent Deferred Sales Charges section of the Contract for withdrawals taken prior to the Annuity Commencement Date.

General

Termination of this Rider

This rider will terminate upon termination of the Contract to which this rider is attached.

The Lincoln National Life Insurance Company


Charles A. Brawley, III, Secretary

**Annuity Purchase Rates
Under a Variable Annuity Payment Option Rider
With a 3.0% Assumed Investment Return
A2000 Individual Annuity Mortality Table, modified**

**Dollar Amount Of First Monthly Payment Which Is
Purchased With Each \$1,000 Applied**

Single Life Annuities

Age	15 Year Access Period	20 Year Access Period	25 Year Access Period	30 Year Access Period
60	\$ 3.84	\$ 3.77	\$ 3.69	\$ 3.59
61	\$ 3.90	\$ 3.82	\$ 3.73	\$ 3.62
62	\$ 3.96	\$ 3.88	\$ 3.77	\$ 3.65
63	\$ 4.03	\$ 3.93	\$ 3.81	\$ 3.68
64	\$ 4.09	\$ 3.98	\$ 3.85	\$ 3.71
65	\$ 4.16	\$ 4.04	\$ 3.89	\$ 3.74
66	\$ 4.23	\$ 4.09	\$ 3.93	\$ 3.77
67	\$ 4.30	\$ 4.15	\$ 3.97	\$ 3.80
68	\$ 4.38	\$ 4.20	\$ 4.01	\$ 3.84
69	\$ 4.46	\$ 4.26	\$ 4.05	\$ 3.87
70	\$ 4.53	\$ 4.32	\$ 4.09	\$ 3.90
71	\$ 4.61	\$ 4.37	\$ 4.13	\$ 3.93
72	\$ 4.69	\$ 4.42	\$ 4.17	\$ 3.95
73	\$ 4.78	\$ 4.48	\$ 4.22	\$ 3.97
74	\$ 4.86	\$ 4.53	\$ 4.26	\$ 3.99
75	\$ 4.94	\$ 4.59	\$ 4.31	\$ 4.00

Joint And Full To Survivor Annuities

Joint Age	15 Year Access Period	20 Year Access Period	25 Year Access Period	30 Year Access Period
60	\$ 3.54	\$ 3.53	\$ 3.50	\$ 3.45
61	\$ 3.59	\$ 3.57	\$ 3.54	\$ 3.48
62	\$ 3.64	\$ 3.62	\$ 3.58	\$ 3.52
63	\$ 3.70	\$ 3.67	\$ 3.62	\$ 3.55
64	\$ 3.76	\$ 3.72	\$ 3.66	\$ 3.58
65	\$ 3.81	\$ 3.77	\$ 3.70	\$ 3.62
66	\$ 3.88	\$ 3.82	\$ 3.75	\$ 3.66
67	\$ 3.94	\$ 3.88	\$ 3.79	\$ 3.69
68	\$ 4.01	\$ 3.93	\$ 3.83	\$ 3.73
69	\$ 4.08	\$ 3.99	\$ 3.88	\$ 3.77
70	\$ 4.15	\$ 4.05	\$ 3.92	\$ 3.81
71	\$ 4.22	\$ 4.11	\$ 3.97	\$ 3.84
72	\$ 4.30	\$ 4.17	\$ 4.02	\$ 3.87
73	\$ 4.38	\$ 4.22	\$ 4.07	\$ 3.89
74	\$ 4.46	\$ 4.29	\$ 4.13	\$ 3.91
75	\$ 4.54	\$ 4.35	\$ 4.17	\$ 3.94

Age Adjustment Table

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

CONTRACT BENEFIT DATA

Contract Number: [99-9999999]

Annuitant: [John Doe]

Age Nearest Birthday: [65]

Sex: [Male]

Secondary Life: [Jane Doe]

Age Nearest Birthday: [62]

Sex: [Female]

Rider Date: [February 1, 2011]

Initial Access Period: [15] Years

Initial Assumed Investment Return: [3.00]%

Periodic Income Commencement Date: [February 1, 2011]

Initial Periodic Income Payment Mode: [Monthly]

Initial Periodic Income Payment: [\$411.26]

Initial Guaranteed Income Benefit: [\$205.63]

Death Benefit Option: [Account Value Death Benefit]

[VAPOR Rider Charge: [0.40%]]

Mortality and Expense Risk Charge and Administrative Charge

During Access Period

[Account Value Death Benefit without Guaranteed Income Benefit: [1.65%]]

[Account Value Death Benefit with Guaranteed Income Benefit: [2.15%]]

[Guarantee of Principal Death Benefit without Guaranteed Income Benefit: [1.70%]]

[Guarantee of Principal Death Benefit with Guaranteed Income Benefit: [2.20%]]

[Enhanced Guaranteed Minimum Death Benefit without Guaranteed Income Benefit: [1.95%]]

[Enhanced Guaranteed Minimum Death Benefit with Guaranteed Income Benefit: [2.45%]]

After Access Period

[Account Value Death Benefit without Guaranteed Income Benefit: [1.65%]]

[Account Value Death Benefit with Guaranteed Income Benefit: [2.15%]]

[Guarantee of Principal Death Benefit without Guaranteed Income Benefit: [1.65%]]

[Guarantee of Principal Death Benefit with Guaranteed Income Benefit: [2.15%]]

[Enhanced Guaranteed Minimum Death Benefit without Guaranteed Income Benefit: 1.65%]]

[Enhanced Guaranteed Minimum Death Benefit with Guaranteed Income Benefit: [2.15%]]

Guaranteed Income Benefit Rider

This rider is made a part of the Contract to which it is attached. Except as stated in this rider, it is subject to the provisions contained in the Contract. Coverage under this rider begins on the Rider Date as shown on the Contract Benefit Data pages.

This optional rider provides variable Periodic Income Payments payable under the Variable Annuity Payment Option Rider ("VAPOR") are guaranteed not to fall below the Guaranteed Income Benefit.

Allocation

While this Rider is in effect, the Fixed Account and/or Variable Subaccounts available for allocation may be limited if the Allocation Amendment is attached to this Rider and the Contract.

Definitions

Guaranteed Income Benefit ("GIB")

The minimum amount payable for each Periodic Income Payment made under the VAPOR.

Step-up Date

The date on which a GIB Step-up may occur, pursuant to the Automatic Step-up of the GIB provision.

For Non-qualified contracts, a Step-up Date is the first Valuation Date on or after the Periodic Income Commencement Date ("PICD") anniversary of each [3 year] period measured from the PICD.

For Qualified contracts, the first Step-up Date is the Valuation Date of the first Periodic Income Payment in the [third] calendar year following the PICD. Subsequent Step-up Dates will be the Valuation Date of the first Periodic Income Payment in the calendar year, every subsequent [3 year] period.

General

If this rider is in effect on the Valuation Date the Periodic Income Payment is determined, then the amount that will be paid will be the greater of:

- a. the Periodic Income Payment determined under the VAPOR; or
- b. the GIB.

On the Rider Date, the initial GIB amount is shown on the Contract Benefit Data pages.

Automatic Step-up of the Guaranteed Income Benefit (GIB Step-up)

On each Step-up Date, a GIB Step-up will occur only if [75]% of the Periodic Income Payment determined on the Step-up Date is greater than the GIB on the Valuation Date immediately prior to the Step-up Date. Upon a GIB Step-up, the GIB will automatically step-up to [75]% of the Periodic Income Payment. If the GIB on the Valuation Date immediately prior to the Step-up Date is greater than or equal to [75]% of the Periodic Income Payment, no GIB Step-up will occur.

On each GIB Step-up, the Rider Charge may be adjusted pursuant to the Rider Charge provision. If the Rider Charge is increased, the Owner may decline the GIB Step-up by Notice to the Company within 30 days of the effective date of the GIB Step-up. If the Owner does decline the GIB Step-up, the GIB will be

reduced to the GIB on the Valuation Date immediately prior to the Step-up Date, subject to adjustments for Withdrawals. If the Owner does not decline the GIB Step-up, the GIB Step-up will be deemed accepted by the Owner.

The Automatic Step-up of the GIB will occur whether or not the Owner has previously declined a GIB Step-up.

Adjustments to the Guaranteed Income Benefit

Each Withdrawal will reduce the GIB in the same proportion as the amount withdrawn reduces the Account Value on the Valuation Date of the Withdrawal. Payment of a Periodic Income Payment, whether equal to the GIB or the Periodic Income Payment determined under VAPOR, is not a Withdrawal.

An increase in the length of the Access Period may not result in an adjustment to the GIB. Any increase in the length of the Access Period is subject to a [5] year minimum increase.

Effect of Guaranteed Income Benefit during Access Period

During the Access Period, payment of the Periodic Income Payment, whether equal to the GIB or the Periodic Income Payment determined under the VAPOR, reduces the Account Value.

If the Account Value is reduced to zero, the Access Period will end and the Lifetime Income Period will begin on the Valuation Date the Account Value equals zero, and each subsequent Periodic Income Payment during the Lifetime Income Period will be equal to the GIB.

Effect of Guaranteed Income Benefit during Lifetime Income Period

During the Lifetime Income Period, if a Periodic Income Payment determined under the VAPOR is less than the GIB, the excess of the GIB attributable to the Variable Account over the Periodic Income Payment attributable to the Variable Account determined under the VAPOR will reduce the number of Annuity Units per Variable Subaccount payable in each subsequent Periodic Income Payment. The reduction to the number of Annuity Units per payment will be determined by: (a) divided by (b) then the result further divided by (c): where:

- (a) is the amount of the excess of the GIB attributable to the Variable Account over the Periodic Income Payment attributable to the Variable Account; and
- (b) is the applicable Annuity Factor; and
- (c) is the Annuity Unit value as of the Valuation Date of the Periodic Income Payment.

During the Lifetime Income Period, if a Periodic Income Payment determined under the VAPOR is less than the GIB, the excess of the GIB attributable to the Fixed Account over the Periodic Income Payment attributable to the Fixed Account determined under VAPOR will reduce the resulting annual amount determined for the Fixed Account payable in each subsequent Periodic Income Payment. The reduction in the resulting annual amount determined for the Fixed Account (prior to multiplying by the Interest Adjustment Factor and dividing by the Daily Factor) will be determined by: (a) divided by (b) where:

- (a) is the amount of the excess of the GIB attributable to the Fixed Account over the Periodic Income Payment attributable to the Fixed Account; and
- (b) is the applicable Annuity Factor.

If payment of the GIB reduces both the number of Annuity Units per Variable Subaccount to zero and the resulting annual amount determined for the Fixed Account to zero during the Lifetime Income Period, then each subsequent Periodic Income Payment during the remainder of the Lifetime Income Period will be

equal to the GIB.

Additional Purchase Payments

While this rider is in effect, additional Purchase Payments to the Contract may not be made.

Rider Charge

The annual Rider Charge is subject to a guaranteed maximum rider charge of [2.00]%. While this rider is in effect, the Rider Charge will be added to the Contract Mortality and Expense Risk and Administrative Charge as shown on the Contract Benefit Data pages, which is deducted from the Variable Account.

On each GIB Step-up, the Rider Charge will be adjusted to the Rider Charge currently in effect, subject to the guaranteed maximum rider charge. Any such adjustment will change the total Mortality and Expense Risk and Administrative Charge. The Mortality and Expense Risk and Administrative Charge rates shown on the Contract Benefit Data pages are as of the Rider Date.

Pursuant to the Automatic Step-up of the GIB provision, the Owner may decline a GIB Step-up if the Rider Charge is increased. Upon our receipt of Notice from the Owner to decline a GIB Step-up, the Rider Charge will decrease to the Rider Charge in effect on the Valuation Date immediately prior to the Step-up Date.

Termination of this Rider

This rider will terminate for any of the following reasons:

- a. termination of the Contract to which this rider is attached;
- b. the death of the Annuitant, or the later of the death of the Annuitant or Secondary Life if a joint payout was elected;
- c. a decrease in the length of the Access Period;
- d. a change in the Periodic Income Payment Mode; or
- e. Written Request from an Owner.

Termination of this rider due to termination of the Contract or death of the Annuitant or Secondary Life as described above, will be effective on the Valuation Date on which such event occurs. Termination of this rider due to a decrease in the Access Period, change in the Periodic Income Payment Mode, or Written Request from an Owner will be effective on the Valuation Date of the PICD anniversary following such event.

The Lincoln National Life Insurance Company


Charles A. Brawley, III, Secretary

VARIABLE ANNUITY LIVING BENEFITS RIDER

Rider Date: [August 30, 2010]

Guaranteed Maximum Rider Charge: [2.00%]

Initial Rider Charge: [1.05%]

Measuring Life Option: [Single]

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

Summary of Rider Provisions

Guaranteed Minimum Withdrawal Benefit (GMWB): This Provision provides that the Owner may withdraw, each Benefit Year, an amount up to [the greater of the Annual Income ("AI") or] the Guaranteed Annual Income ("GAI"), for the lifetime(s) of the Measuring Life(s), if certain conditions are met as described. The GAI is a percentage of the Income Base that may change over time. [The AI is a percentage of the Contract Value at the beginning of a Benefit Year.]

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

Variable Annuity Payment Option Rider Eligibility Restriction

The Owner may not elect to begin receiving variable Periodic Income Payments payable under the Variable Annuity Payment Option Rider ("VAPOR") attached to this Contract unless (a) this Rider has terminated, or (b) [the VAPOR Rider Date is at least [twelve (12) months] after the Rider Date and] the GIB Provision of this Rider is concurrently effective. Once the Owner has elected to begin receiving variable Periodic Income Payments payable under VAPOR and the GIB Provision of this Rider is concurrently effective, the VAPOR may not be terminated as long as this Rider remains in force.

Additional Purchase Payment Restriction

Subject to the Maximum Income Base limit and any further limitations stated in the Contract to which this Rider is attached, cumulative additional Purchase Payments after the first Benefit Year may not exceed [\$100,000] without prior Home Office approval. No additional Purchase Payments will be accepted after the Company has approved a request for the Nursing Home GAI Rate. If the Contract Value is \$0, then no additional Purchase Payments will be accepted. No additional Purchase Payments will be accepted after VAPOR and the GIB Provision are effective.

Allocation Restriction

While this Rider is in effect, the Fixed Account and/or Variable Subaccounts available for allocation may be limited if the Allocation Amendment is attached to this Rider and the Contract.

DEFINITIONS

Annuitant is the natural person used to determine the benefits if the Measuring Life Option is Single. The Annuitant is one of two natural persons used to determine the benefits if the Measuring Life Option is Joint. The Contract may only have one Annuitant. The Annuitant may not be changed while this Rider is In Force.

Benefit Year is applicable only while the GMWB Provision is in effect. It means each 12 month period starting with the Rider Date and each Rider Date anniversary thereafter. A Rider Date anniversary is the same calendar day as the Rider Date, each calendar year, if such date is a Valuation Date. If in any calendar year, such calendar day is not a Valuation Date, the Rider Date anniversary shall be the first Valuation Date following such calendar day.

Company, We, Us, and Our refer to The Lincoln National Life Insurance Company.

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

Measuring Life is a natural person used to determine the benefits under this Rider. Measuring Life includes any Annuitant, Owner, Joint Owner, and Secondary Life.

Measuring Life Option indicates how many natural persons are used to determine the benefits under this Rider. Under the Single Measuring Life Option, the Annuitant is used to determine the benefits under this Rider. Under the Joint Measuring Life Option, the Annuitant and the Secondary Life are used to determine the benefits under this Rider. The Measuring Life Option may not be changed after the Rider Date.

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

Secondary Life is the second natural person, if any, used to determine the benefits under this Rider if the Measuring Life Option is Joint. On the Rider Date any Secondary Life must be the Annuitant's Spouse. The Secondary Life may not be changed while this Rider is In Force.

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

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

Withdrawal is the gross amount of a Withdrawal before any applicable charges and/or Interest Adjustment/Market Value Adjustment. While the GMWB Provision is in effect, Withdrawals are Conforming Withdrawals or Excess Withdrawals. While the GIB Provision and VAPOR are in effect, Withdrawals are all additional amounts from the Account Value requested by the Owner, other than Periodic Income Payments, and shall be treated as Excess Withdrawals. [Any Withdrawal that otherwise is a Conforming Withdrawal, but that is not made payable to the Owner or the Owner's bank account, will be treated as an Excess Withdrawal.]

Conforming Withdrawals are all Withdrawals to the extent that the cumulative amount withdrawn (including the current Withdrawal) from the Contract in that Benefit Year is equal to or less than the [greater of the AI or] GAI. If the Owner receives only Systematic RMD during a Benefit Year, all Systematic RMD during that Benefit Year will be treated as Conforming Withdrawals. However, if a Withdrawal other than Systematic RMD occurs during a Benefit Year, then this Withdrawal and any subsequent Withdrawals, including Systematic RMD, will be treated as Excess Withdrawals to the extent that the cumulative amount withdrawn in that Benefit Year exceeds the [greater of the AI or] GAI.

Excess Withdrawals are all Withdrawals to the extent that the cumulative amount withdrawn (including the current Withdrawal) from the Contract in that Benefit Year exceeds the Conforming Withdrawal. If the current [AI Rate is zero and] GAI Rate is zero, all Withdrawals are Excess Withdrawals.

GUARANTEED MINIMUM WITHDRAWAL BENEFIT

GMWB Provision Data

Enhancement Rate (to the Income Base): [5]%

Enhancement Period: [10] Years

[One Time Step-Up Percentage (of the Income Base): [200]%]

Income Base

The Income Base is the value used to calculate the GAI, the Rider Charges, and the initial GIB.

Initial Income Base

If the Rider Date is the Contract Date, then the Initial Income Base will be equal to the initial Purchase Payment. If the Rider Date is after the Contract Date, then the Initial Income Base will be equal to the Contract Value on the Rider Date.

Maximum Income Base

The Income Base is subject to a \$[10,000,000] maximum of the combined Income Base (including any Guaranteed Amount) values for all Company annuity contracts and annuity riders, including annuity contracts with an affiliated company, for which the Annuitant and Secondary Life, if applicable, is a Measuring Life.

Adjustment (to the Income Base) for Additional Purchase Payments

If an additional Purchase Payment is accepted, the Income Base will be increased to equal the additional Purchase Payment plus the Income Base immediately prior to receipt of the additional Purchase Payment.

Additional Purchase Payments may affect the Rider Charge pursuant to the GMWB Rider Charge section below.

Adjustment (to the Income Base) for Withdrawals

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

Adjustment (to the Income Base) on Rider Date Anniversary

On each Rider Date anniversary, the Income Base may be increased by Enhancement, Automatic Annual Step-Up[, or One Time Step-Up].

If the Rider Charge rate is increased in connection with an increase to the Income Base, the Owner may decline the increase by Notice to the Company within 30 days of the effective date of the increase. If the Owner does decline the increase, the Income Base will be reduced to the Income Base on the Valuation Date immediately prior to the increase, subject to adjustments for Withdrawals and additional Purchase Payments. If the Owner does not decline the increase to the Income Base, the increase to the Income Base will be deemed accepted by the Owner.

Automatic Annual Step-Up (of the Income Base)

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

On each Rider Date anniversary, an Automatic Annual Step-Up will occur only if all the following conditions are satisfied:

- a) All Measuring Lives as of that Valuation Date are under age [86], and
- b) The Contract Value as of that Valuation Date is greater than the Income Base, and
- c) The Automatic Annual Step-Up would increase the Income Base at least as much as an Enhancement [or One Time Step-Up], if any, that may occur on such Rider Date anniversary.

Upon an Automatic Annual Step-Up, the Rider Charge rate will be changed to the Rider Charge rate currently in effect, subject to the Guaranteed Maximum Rider Charge.

Future Automatic Annual Step-Ups may occur after declining an Automatic Annual Step-Up. However, declining an Automatic Annual Step-Up violates condition (e) of the Enhancement Provision [and condition (b) of the One Time Step-Up Provision], below. The Enhancement Provision can be reinstated by accepting a future Automatic Annual Step-Up. [The One Time Step-Up Provision can not be reinstated.]

Enhancement (to the Income Base)

On each Rider Date anniversary, the Income Base will automatically be increased by an amount equal to the Income Base less any Purchase Payment accepted in the preceding Benefit Year (except any Purchase Payment accepted within the first 90 days after the Rider Date), times the Enhancement Rate if all of the following conditions are satisfied:

- a) The preceding Benefit Year is during the Enhancement Period, which begins on the Rider Date[and restarts upon an Automatic Annual Step-Up].
- b) No Withdrawal occurred in the preceding Benefit Year.
- c) All Measuring Lives are under age [86].
- d) The Enhancement would increase the Income Base more than an Automatic Annual Step-Up [or at least as much as a One Time Step-Up,] if any, that may occur on such Rider Date anniversary.
- e) The Owner has accepted the most recent Automatic Annual Step-Up, if an Automatic Annual Step-Up has occurred.

[After the initial Enhancement Period (which begins on the Rider Date and ends after the Enhancement Period shown in the GMWB Provision Data), upon an Enhancement the Rider Charge rate may increase to the rate currently in effect, subject to the Guaranteed Maximum Rider Charge.

Future Enhancements may occur after declining an Enhancement.]

One Time Step-Up (of the Income Base)

Upon a One Time Step-Up, the Income Base is increased to the sum of (i) Initial Income Base, plus (ii) Purchase Payments accepted by the Company within 90 days after the Rider Date, less (iii) any Conforming Withdrawals after the Rider Date ((i)+(ii)-(iii)), times the One Time Step-Up Percentage shown in the GMWB Provision Data.

The One Time Step-Up occurs once, on the later of (i) the [10th] Rider Date anniversary, or (ii) the Rider Date anniversary after the [75th] birthday of the younger or surviving Measuring Life.

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

- a) The One Time Step-Up would not be an increase of the Income Base, or
- b) Any Automatic Annual Step-Up has been declined by the Owner, or
- c) An Automatic Annual Step-Up or Enhancement would increase the Income Base more than the One Time Step-Up, or
- d) Any Excess Withdrawals have occurred, or
- e) The total amount of Conforming Withdrawals between the Rider Date and the date of the One Time Step-Up is greater than [10]% of the initial Income Base plus Purchase Payments accepted by the Company within 90 days after the Rider Date.

Guaranteed Annual Income (GAI) Amount

The GAI is an amount that may be withdrawn from the Contract by the Owner each Benefit Year as a Conforming Withdrawal. On the later of (a) the Rider Date, or (b) the first Valuation Date the GAI Rate is above 0%, the initial GAI is set equal to the Income Base times the GAI Rate. The GAI and GAI Rate will be set and may be reset as described below. As long as the GAI is not reduced to \$0, then the GAI may be withdrawn during the lifetime(s) of all Measuring Lives.

The GAI Rate is the rate used to determine the GAI. The GAI Rate varies as shown in the GAI Rate Table, and is determined as described below.

GAI Rate Table

GAI Rate Table – Single Measuring Life Option		GAI Rate Table – Joint Measuring Life Option	
Age of Measuring Life	GAI Rate	Age of Younger or Surviving Measuring Life	GAI Rate
0 – 54	0.0%	0 – 54	0.0%
55 – under 59.5	4.0%	55– 64	4.0%
59.5 +	5.0%	65 +	5.0%
Nursing Home GAI Rate	10.0%	Nursing Home GAI Rate	10.0%

Maximum GAI

The combined GAI (including any Maximum Annual Withdrawal amount, or “MAW”) for all Company annuity contracts, including annuity contracts with an affiliated company, for which the Annuitant and Secondary Life, if applicable, is a Measuring Life, is subject to a maximum of the GAI Rate times the Maximum Income Base.

Setting and Resetting of GAI Rate

Before the first Withdrawal after the initial GAI is determined, the GAI Rate will be as shown in the GAI Rate Table, based upon the age of the Measuring Life. Upon the first Withdrawal after the initial GAI is determined, the GAI Rate will be set based upon the age of the Measuring Life as of the date of the Withdrawal. The GAI will be equal to the Income Base times the set GAI Rate. After the GAI Rate is set, the GAI Rate will not change, except as described below.

If after the GAI Rate is set, an Automatic Annual Step-Up occurs and is accepted by the Owner, the GAI Rate will be reset based upon the age of the Measuring Life on the Rider Date anniversary, as shown in the GAI Rate Table. Upon a GAI Rate reset, the GAI will be equal to the Income Base times the reset GAI Rate.

If the Measuring Life Option is Joint, the GAI Rate will be set and reset based upon the age of the younger or surviving Measuring Life.

Adjustment (to the GAI) for Additional Purchase Payments

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

Adjustment (to the GAI) for Withdrawals

Upon each Excess Withdrawal, the GAI applicable to the next Benefit Year will decrease to equal the Income Base after the Excess Withdrawal times the set GAI Rate. If the Income Base after the Excess Withdrawal equals \$0, this Rider will terminate and this Contract will be deemed surrendered.

Upon each Conforming Withdrawal, the GAI will remain unchanged.

Adjustment (to the GAI) for Increase to Income Base

The GAI will reset on the Valuation Date of an increase to the Income Base to equal the increased Income Base times the set GAI Rate. If the Income Base increased because of an Automatic Annual Step-Up, a higher GAI Rate may apply, pursuant to the Setting and Resetting of GAI Rate Provision, above.

If the Rider Charge rate is increased in connection with an Automatic Annual Step-Up [or Enhancement], the Owner may decline the increase by Notice to the Company within 30 days of the effective date of the increase. If the Owner does decline the increase, (a) the GAI Rate will be reduced to the GAI Rate on the Valuation Date immediately prior to the increase, and (b) the GAI will be reduced to the GAI on the Valuation Date immediately prior to the increase, subject to adjustments for Withdrawals and additional Purchase Payments.

Nursing Home GAI Rate

The Nursing Home GAI Rate is a GAI Rate that may be used to determine the GAI in a Benefit Year if a request for the Nursing Home GAI Rate is approved by Us as described herein. The Nursing Home GAI Rate is shown in the GAI Rate Table. Upon approval of a Nursing Home GAI Rate request, the GAI will be equal to the Income Base (less any additional Purchase Payments accepted within 12 months prior to the Nursing Home Measuring Life's confinement in a Nursing Home and during the Nursing Home Measuring Life's confinement in a Nursing Home prior to the Nursing Home GAI rate being requested) times the Nursing Home GAI Rate.

If no Withdrawal has been taken since the initial GAI was determined, a request for the Nursing Home GAI Rate may be submitted once the Measuring Life is at least age [65]. If the Measuring Life Option is Joint, the younger or surviving Measuring Life must be at least age [65].

If a Withdrawal has been taken since the initial GAI was determined, a request for the Nursing Home GAI Rate may be submitted after the Rider Date anniversary following the Measuring Life's [65th] birthday. If the Measuring Life Option is Joint, the request may be submitted after the Rider Date anniversary following the younger or surviving Measuring Life's [65th] birthday.

The Nursing Home GAI Rate shown in the GAI Rate Table will be the GAI Rate each Benefit Year that all of the following conditions are satisfied:

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

If the Measuring Life Option is Joint, the Nursing Home GAI Rate may be requested based upon the qualification of either Measuring Life. However, after the Company has approved a request for the Nursing Home GAI Rate, no subsequent request for the Nursing Home GAI Rate may be based upon the other Measuring Life.

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

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

Contract Value Reduces to \$0

Even if the Contract Value declines to \$0, as long as the GAI is not \$0 the GAI will continue for the lifetime(s) of the Measuring Life(s). The Owner may elect to receive the GAI at any frequency the Company offers, subject to minimum payment amount rules then in effect, but no less frequently than

annually. After the Contract Value declines to \$0, the GAI may change only as described in the Nursing Home GAI Rate section.

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

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

GAI Annuity Payment Option

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

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

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

Annual Income (AI) Amount

The AI is an amount, not to exceed the remaining Contract Value, that may be withdrawn from the Contract by the Owner each Benefit Year as a Conforming Withdrawal. On the later of (a) the Rider Date, or (b) the first Valuation Date the AI Rate is above 0%, and each subsequent Rider Date anniversary while this GMWB Provision is in effect, the AI is set equal to the Contract Value times the AI Rate. If the GAI Annuity Payment Option is elected, the AI is \$0. The AI Rate and the AI will be set and reset as described below.

The AI Rate is the rate used to determine the AI. The AI Rate varies as shown in the AI Rate Table, and is determined as described below.

AI Rate Table

Single Measuring Life Option		Joint Measuring Life Option	
Age of Measuring Life	AI Rate	Age of Younger or Surviving Measuring Life	AI Rate
0 - 54	0.0%	0 - 54	0.0%
55 - 64	5.0%	55 - 64	5.0%
65 - 79	6.0%	65 - 79	6.0%
80 +	7.0%	80 +	7.0%

Adjustment (to AI) for Additional Purchase Payments

If an additional Purchase Payment is accepted by the Company within 90 days after the Rider Date, the AI will be adjusted by the additional Purchase Payment times the AI Rate.

If an additional Purchase Payment is accepted more than 90 days after the Rider Date, the AI will not be reset until the next Rider Date anniversary.

Setting and Resetting of AI Rate

Before the first Withdrawal after the initial AI is determined, the AI Rate will be as shown in the AI Rate Table, based upon the age of the Measuring Life. Upon the first Withdrawal after the initial AI is determined, the AI Rate will be set based upon the age of the Measuring Life as of the date of the Withdrawal. The AI will be equal to the Contract Value on the most recent Rider Date anniversary times the set AI Rate. The AI Rate will be reset based upon the age of the Measuring Life on each Rider Date anniversary, as shown in the AI Rate Table. Upon an AI Rate reset, the AI will be equal to the Contract Value on the Rider Date anniversary times the reset AI Rate.

If the Measuring Life Option is Joint, the AI Rate will be set and reset based upon the age of the younger or surviving Measuring Life.

Effect of Death

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

Upon the first death of a Measuring Life if the Measuring Life Option is Joint, the Owner may continue the contract and this Rider in force under the Joint Measuring Life Option. If so continued, the GAI [and AI] will continue for the life of the surviving Measuring Life. Upon the death of the surviving Measuring Life, this Rider will terminate.

Waivers

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

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

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

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

Termination of the GMWB

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

GUARANTEED INCOME BENEFIT

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

This GIB Provision provides variable Periodic Income Payments payable under VAPOR are guaranteed not to fall below this Guaranteed Income Benefit (“GIB”).

For Non-qualified contracts, an Owner must elect to adjust the Periodic Income Payments payable under VAPOR on an annual basis (“LevelPay”).

Eligibility Limitations

1) The commencement of Periodic Income Payments under the VAPOR is available subject to the Company’s maximum VAPOR age limits. If the Measuring Life Option is Joint, the younger Measuring Life’s age shall be applicable to this requirement.

2) The commencement of Periodic Income Payments under the VAPOR is available subject to the Company’s minimum Access Period limits. The minimum Access Period is the greater of (a) and (b), where:

(a) is ‘X’ years, and

(b) is ‘Y’ years minus the Measuring Life’s age nearest birthday on the VAPOR Rider Date, where

If the VAPOR Rider Date is before the [5th] Rider Date anniversary, X is [20] and Y is [90]. If the VAPOR Rider Date is on or after the [5th] Rider Date anniversary, X is [15] and Y is [85]. If the Measuring Life Option is Joint, the younger Measuring Life’s age shall be applicable to this requirement.

3) The commencement of Periodic Income Payments under the VAPOR is available subject to the Company’s Assumed Investment Rate (“AIR”) rate requirements (AIR may be referred to in the alternative as “Assumed Investment Return” or “Assumed Interest Rate”).

GIB General

The initial GIB will be (a) the Initial GIB Percentage as shown in the Initial GIB Percentage Table, below, times [the greater of (b) and (c), where (b) is the Income Base minus all Conforming Withdrawals after the most recently accepted Automatic Annual Step-Up (of the Income Base) under the GMWB Provision[, and (c) is the Contract Value upon the termination of the GMWB Provision]. If no Automatic Annual Step-Up has been accepted, the initial GIB will be (a) the Initial GIB Percentage as shown in the Initial GIB Percentage Table, below, times [the greater of (b) and (c), where (b) is the Income Base minus all Conforming Withdrawals[, and (c) is the Contract Value upon the termination of the GMWB Provision].

Initial GIB Percentage Table¹

Measuring Life Option: Single		Measuring Life Option: Joint	
Age of Measuring Life	Initial GIB Percentage	Age of Measuring Life ²	Initial GIB Percentage
0 – 39	2.5%	0 – 39	2.5%
40 – 54	3.0%	40 – 54	3.0%
55 – under 59.5	3.5%	55 – under 59.5	3.5%
59.5 – 64	4.0%	59.5 – 64	4.0%
65 – 69	4.5%	65 – 69	4.5%
70 – 79	5.0%	70 – 79	5.0%
80 +	5.5%	80 +	5.5%

¹ The Initial GIB Percentage Table assumes the annual Periodic Income Payment Mode. Other Periodic Income Payment Mode elections will result in a modal adjustment of the Initial GIB Percentage. The Initial GIB Percentage will be based upon the actual age of the Measuring Life.

² If the Measuring Life Option is Joint, the Initial GIB Percentage will be based upon the actual age of the younger or surviving Measuring Life.

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

Guaranteed Income Benefit ("GIB")

The minimum amount payable for each Periodic Income Payment made under the VAPOR.

Step-up Date

A Step-up Date is the date on which a GIB Step-up may occur, pursuant to Automatic Step-up of the GIB, below.

For Non-qualified contracts, a Step-up Date is the first Valuation Date on or after the Periodic Income Commencement Date ("PICD") anniversary of each [one year] period measured from the PICD.

For Qualified contracts, the first Step-up Date is the Valuation Date of the first Periodic Income Payment in the [first] calendar year following the PICD. Subsequent Step-up Dates will be the Valuation Date of the first Periodic Income Payment in the calendar year, every subsequent [one year] period.

Automatic Step-up of the GIB (GIB Step-up)

On each Step-up Date, a GIB Step-up will occur only if [75]% of the Periodic Income Payment determined under the VAPOR on the Step-up Date is greater than the Guaranteed Income Benefit on the Valuation Date immediately prior to the Step-up Date. Upon a GIB Step-up, the GIB will automatically step-up to [75]% of the Periodic Income Payment determined under the VAPOR. If the GIB on the Valuation Date immediately prior to the Step-up Date is greater than or equal to [75]% of the Periodic Income Payment determined under the VAPOR, no GIB Step-up will occur.

On each GIB Step-up, the Rider Charge rate may be adjusted pursuant to Rider Charge during GIB Provision, below. If the Rider Charge rate is increased, the Owner may decline the GIB Step-up by Notice to the Company within 30 days of the effective date of the GIB Step-up. If the Owner does decline the GIB Step-Up, the GIB will be reduced to the GIB on the Valuation Date immediately prior to the Step-up Date, subject to adjustments for Withdrawals. If the Owner does not decline the GIB Step-up, the GIB Step-up will be deemed accepted by the Owner.

The Automatic Step-up of the GIB will occur whether or not the Owner has previously declined a GIB Step-up.

Adjustments to the GIB

Each Withdrawal will reduce the GIB in the same proportion as the amount withdrawn reduces the Account Value on the Valuation Date of the Withdrawal. Payment of a Periodic Income Payment, whether equal to the Guaranteed Income Benefit or the Periodic Income Payment determined under VAPOR, is not a Withdrawal.

An increase in the length of the Access Period will not result in an adjustment to the GIB. Any increase in the length of the Access Period is subject to a [5 year] minimum increase.

Effect of Rider Charge and GIB during Access Period

During the Access Period, Rider Charges and payment of the Periodic Income Payment, whether equal to the Guaranteed Income Benefit or the Periodic Income Payment determined under the VAPOR, reduces the Account Value.

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

and the Effect of GIB during Lifetime Income Period and the Effect of Rider Charge during Lifetime Income Period provisions shall not apply.

Effect of GIB during Lifetime Income Period

During the Lifetime Income Period, if a Periodic Income Payment determined under the VAPOR is less than the GIB, the excess of the GIB attributable to the Variable Account over the Periodic Income Payment attributable to the Variable Account determined under the VAPOR will reduce the number of Annuity Units per Variable Subaccount payable in each subsequent Periodic Income Payment. The reduction to the number of Annuity Units per payment will be determined by: (a) divided by (b) then the result further divided by (c) where:

- (a) is the amount of the excess of the GIB attributable to the Variable Account over the Periodic Income Payment attributable to the Variable Account; and
- (b) is the applicable Annuity Factor; and
- (c) is the Annuity Unit value as of the Valuation Date of the Periodic Income Payment.

During the Lifetime Income Period, if a Periodic Income Payment determined under the VAPOR is less than the GIB, the excess of the GIB attributable to the Fixed Account over the Periodic Income Payment attributable to the Fixed Account determined under the VAPOR will reduce the resulting annual amount determined for the Fixed Account payable in each subsequent Periodic Income Payment. The reduction in the resulting annual amount determined for the Fixed Account (prior to multiplying by the Interest Adjustment Factor and dividing by the Daily Factor) will be determined by: (a) divided by (b) where:

- (a) is the amount of the excess of the GIB attributable to the Fixed Account over the Periodic Income Payment attributable to the Fixed Account; and
- (b) is the applicable Annuity Factor.

If payment of the GIB reduces both the number of Annuity Units per Variable Subaccount to zero and the resulting annual amount determined for the Fixed Account to zero during the Lifetime Income Period, then each subsequent Periodic Income Payment during the remainder of the Lifetime Income Period will be equal to the GIB. In addition, each subsequent Rider Charge will be zero.

Effect of Rider Charge during Lifetime Income Period

The Rider Charge attributable to each Variable Subaccount will reduce the number of Annuity Units per Variable Subaccount used to calculate the Periodic Income Payments during the Lifetime Income Period. The Rider Charge attributable to the Fixed Account will reduce the Periodic Income Payments during the Lifetime Income Period.

If the Rider Charge reduces both the number of Annuity Units per Variable Subaccount to zero and the resulting annual amount determined for the Fixed Account to zero during the Lifetime Income Period, then each subsequent Periodic Income Payment during the remainder of the Lifetime Income Period will be equal to the GIB. In addition, each subsequent Rider Charge will be zero.

Qualified Contracts – Variable Account

As of the end of the Access Period and on the Valuation Date of the first Periodic Income Payment of each subsequent calendar year, the Annuity Units per Variable Subaccount will be reduced to reflect the Rider Charge deduction from the Variable Subaccount.

The Annuity Units reduction reflecting the Rider Charge for the period from the end of the Access Period for the remainder of that calendar year will be determined by: (a) divided by (b) then the result further divided by (c) where:

- (a) is the pro-rated annual Rider Charge (a) for the period from the end of the Access Period for the remainder of that calendar year;
- (b) is the applicable annuity factor; and
- (c) is the Annuity Unit value as of the Valuation Date of the end of the Access Period

On the Valuation Date of the first Periodic Income Payment of each subsequent calendar year, the Annuity Units per Variable Subaccount reduction reflecting the Rider Charge will be determined by: (a) divided by (b) then the result further divided by (c) where:

- (a) is the annual Rider Charge;
- (b) is the applicable annuity factor; and
- (c) is the Annuity Unit value for each Variable Subaccount as of the Valuation Date of the first Periodic Income Payment of that calendar year.

Nonqualified Contracts – Variable Account

As of the end of the Access Period and each subsequent anniversary, the Annuity Units per Variable Subaccount will be reduced to reflect the Rider Charge deduction from the Variable Subaccount. This reduction will be determined by: (a) divided by (b) then the result further divided by (c) where:

- (a) is the annual Rider Charge;
- (b) is the applicable annuity factor; and
- (c) is the Annuity Unit value as of the Valuation Date of the first Periodic Income Payment and each subsequent anniversary.

Qualified Contracts – Fixed Account

As of the end of the Access Period and on the Valuation Date of the first Periodic Income Payment of each subsequent calendar year, the resulting annual amount determined for the Fixed Account, prior to being converted into the Periodic Income Payments, will be reduced to reflect the Rider Charge deduction from the Fixed Account.

At the end of the Access Period, the reduction in the resulting annual amount determined for the Fixed Account (prior to multiplying by the Interest Adjustment Factor and dividing by the Daily Factor) reflecting the Rider Charge for the period from the end of the Access Period for the remainder of that calendar year will be determined by: (a) divided by (b), where:

- (a) is the pro-rated annual Rider Charge for the period from the end of the Access Period for the remainder of that calendar year; and
- (b) is the applicable annuity factor.

On the Valuation Date of the first Periodic Income Payment of each subsequent calendar year, the reduction in the resulting annual amount determined for the Fixed Account (prior to being converted into the Periodic Income Payments) reflecting the Rider Charge will be determined by: (a) divided by (b), where:

- (a) is the annual Rider Charge; and
- (b) is the applicable Annuity Factor.

Nonqualified Contracts – Fixed Account

As of the end of the Access Period and each subsequent anniversary, the resulting annual amount determined for the Fixed Account (prior to being converted into the Periodic Income Payments) will be reduced to reflect the Rider Charge deduction from the Fixed Account. This reduction will be determined by: (a) divided by (b), where:

- (a) is the annual Rider Charge; and
- (b) is the applicable Annuity Factor.

Limitation on Certain Changes

The Owner may not:

- a) request a change in the Periodic Income Payment Mode, or
- b) request a decrease in the length of the Access Period.

Additional Purchase Payments

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

RIDER CHARGE

The Rider Charge rate may vary depending on the Measuring Life Option. The Initial Rider Charge annual rate is shown on Page 1 of this Rider. The Rider Charge rate may change as described, but the annual Rider Charge rate may never exceed the Guaranteed Maximum Rider Charge rate shown on Page 1 of this Rider. The quarterly Rider Charge rate is the annual Rider Charge rate divided by four.

Rider Charge during GMWB Provision

While the GMWB Provision of this Rider is in effect, a quarterly Rider Charge is deducted from the Contract Value on the first Valuation Date of every third month following the Rider Date. The amount of the quarterly Rider Charge is the quarterly Rider Charge rate times the Income Base on the Valuation Date the charge is deducted.

Quarterly Rider Charges will be deducted from each Variable Subaccount and Fixed Account on a proportional basis. A pro-rata Rider Charge will be deducted upon termination of the GMWB Provision, except if this Contract is terminated due to death. If the GMWB Provision terminates upon the election of the GIB Provision, this pro-rata Rider Charge will be deducted on the Periodic Income Commencement Date.

Any change to the Rider Charge rate will occur only on a Rider Date anniversary. The Rider Charge rate change is to the Rider Charge rate currently in effect on the Rider Date anniversary of the change, subject to the Guaranteed Maximum Rider Charge rate.

The Rider Charge rate will change due to an Automatic Annual Step-Up pursuant to the Automatic Annual Step-Up (of the Income Base) Provision, above. Any Automatic Annual Step-Up may be declined if the Rider Charge rate increased.

[The Rider Charge rate may increase due to an Enhancement after the initial Enhancement Period pursuant to the Enhancement (of the Income Base) Provision, above. Any Enhancement after the initial Enhancement Period may be declined if the Rider Charge rate increased.]

The Rider Charge rate may increase due to an additional Purchase Payment in the Benefit Year preceding the applicable Rider Date anniversary, if the cumulative total of post-first Benefit Year Purchase Payments equals or exceeds the limit shown in the Additional Purchase Payment Restriction.

[The Rider Charge rate will not increase due to an Enhancement during the initial Enhancement Period, or a One Time Step-Up.]

Rider Charge during GIB Provision

During the Access Period, the quarterly Rider Charge is deducted from the Account Value on the first Valuation Date of every third month following the PICD. The amount of the first Rider Charge under the GIB Provision is the product of (A) and [the greater of] (B) [and (C)], where:

- (A) is the Rider Charge rate (quarterly) upon the termination of the GMWB Provision, and
- (B) is the Income Base upon the termination of the GMWB Provision[; and
- (C) is the Contract Value upon the termination of the GMWB Provision].

The quarterly Rider Charge is deducted from each Variable Subaccount and Fixed Account on a proportional basis. A pro-rata Rider Charge will be deducted upon termination of VAPOR and the GIB Provision, except if this Contract is terminated due to death.

Upon each Withdrawal, the Rider Charge will be reduced in the same proportion that the Withdrawal reduced the Account Value.

On each GIB Step-up, the Rider Charge rate will be changed to the Rider Charge rate currently in effect, subject to the Guaranteed Maximum Rider Charge shown on Page 1 of this Rider. Any Rider Charge rate adjustment will change the quarterly Rider Charge. Any change to the Rider Charge rate will be effective on the applicable GIB Step-up.

On each GIB Step-up, the amount of the Rider Charge is adjusted. The Rider Charge on each GIB Step-up shall be the previously determined Rider Charge, adjusted in proportion to any change(s) in the GIB and in the Rider Charge rate. Rider Charge adjustments upon a GIB Step-up can be represented by the following formula: $\text{New Rider Charge} = \text{Prior Rider Charge} \times (\text{new GIB} / \text{prior GIB}) \times (\text{new Rider Charge rate} / \text{prior Rider Charge rate})$.

Pursuant to the Automatic Step-up of the GIB Provision, the Owner may decline a GIB Step-up if the Rider Charge rate is increased. Upon Our receipt of Notice from the Owner to decline a GIB Step-up, (a) the Rider Charge rate will decrease to the Rider Charge rate in effect on the Valuation Date immediately prior to the Step-up Date, and (b) the Rider Charge will decrease to the Rider Charge in effect on the Valuation Date immediately prior to the Step-up Date, subject to adjustments for Withdrawals.

During the Lifetime Income Period, the Rider Charge shall be deducted annually as described in the Effect of Rider Charge during Lifetime Income Period provisions. The Rider Charge will be attributed pro rata to the Fixed Account and each Variable Subaccount used to calculate the Periodic Income Payments.

GENERAL

GOP Death Benefit Amount

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

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

The sum of all Purchase Payments, minus all Death Benefit Reductions and any Bonus Credits. Death Benefit Reductions are made whenever a Withdrawal occurs.

For Withdrawals (a) prior to the Rider Date of the Variable Annuity Living Benefits Rider and (b) after the termination of the Variable Annuity Living Benefits Rider, Death Benefit Reductions are calculated proportionately; the percentage reduction of the Contract Value (Account Value if the VAPOR is in effect) due to the Withdrawal will be applied to the Purchase Payments as the Death Benefit Reduction.

For Withdrawals while the Variable Annuity Living Benefits Rider is in force, (a) upon Excess Withdrawals, Death Benefit Reductions are calculated proportionately; the percentage reduction of the Contract Value (Account Value if the GIB Provision is in effect) due to the Withdrawal will be applied to the Purchase Payments as the Death Benefit Reduction., and (b) upon Conforming Withdrawals, the reduction of the Contract Value (Account Value if the GIB Provision is in effect) due to the Withdrawal will be applied to the Purchase Payments as the Death Benefit Reduction.

Assignments

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

Mortality and Expense Risk and Administrative Charge

While the GMWB Provision and the Access Period of the GIB Provision and VAPOR are in effect, the Mortality and Expense Risk and Administrative Charge rates for this Contract are shown under MORTALITY AND EXPENSE RISK AND ADMINISTRATIVE CHARGE PRIOR TO THE ANNUITY COMMENCEMENT DATE in the Contract Specifications.

While the Lifetime Income Period of the GIB Provision and VAPOR are in effect, the Mortality and Expense Risk and Administrative Charge rates for this Contract shall be less than or equal to those that were applicable while the Access Period was in effect.

Termination of this Rider

The Owner may terminate this Rider upon Notice to the Company any time after the [5th] Rider Date anniversary. This Rider will terminate upon:

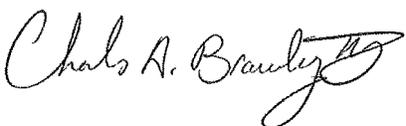
- a) the date the Contract to which this Rider is attached terminates;
- b) the date the Owner is changed due to death or pursuant to an enforceable divorce agreement or decree, except when Ownership is transferred to the surviving Secondary Life upon death of the Annuitant/Owner;
- c) the Annuity Commencement Date except under (i) VAPOR and the GIB Provision or (ii) the GAI Annuity Payment Option; and
- d) the death of the Annuitant if the Measuring Life Option is Single, or on the death of the last surviving Measuring Life if the Measuring Life Option is Joint.

If the GMWB Provision is in effect, Rider will also terminate upon the date both the Income Base and GAI equal \$0 as the result of an Excess Withdrawal.

The VAPOR Rider will also terminate on the date this Rider terminates.

Upon termination of this Rider, the benefits and charges within this Rider will terminate. A pro-rata Rider Charge will be deducted upon termination, except if this Rider is terminated due to death.

The Lincoln National Life Insurance Company


Charles A. Brawley, III, Secretary

SERFF Tracking Number: LCNC-126614571 State: Arkansas
 Filing Company: The Lincoln National Life Insurance Company State Tracking Number: 45738
 Company Tracking Number: AR-528(8-10) ET AL
 TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
 Variable and Variable
 Product Name: Variable Annuity Riders
 Project Name/Number: AR-528(8-10) et al/AR-528(8-10) et al

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: Not applicable for Variable Annuity filings		
Comments:		

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

	Item Status:	Status Date:
Satisfied - Item: Arkansas Reg 19		
Comments:		
Attachment: Arkansas Reg. 19.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments:		
Attachments: SOV-CBD(8-10)-NW.pdf SOV-AR528(8-10)-NW.pdf SOV-AR-529(8-10).pdf SOV-i4LA-NQ_8-10_NW 6-1.pdf SOV-i4LA-Q_8-10_NW 6-1.pdf		

ARKANSAS

CERTIFICATE OF COMPLIANCE

The Lincoln National Life Insurance Company

Re:

AR-528(8-10) – Guaranteed Income Benefit Rider

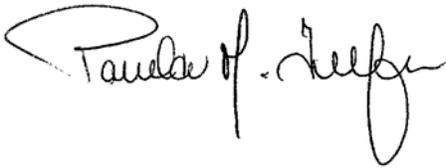
AR-529(8-10) – Variable Annuity Living Benefits Rider

I4LA-Q(8-10) – Variable Annuity Payment Option Rider

I4LA-NQ(8-10) – Variable Annuity Payment Option Rider

CBD(8-10) – Contract Benefit Data

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

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

Pamela M. Telfer, AVP
Product Compliance

Date: May 19, 2010

STATEMENT OF VARIABILITY

The Lincoln National Life Insurance Company

Contract Benefit Data Page: **CBD(8-10)**

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 us for new contracts only. The use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Factors that affect our determination of current pricing include reserving guidelines, required capital guidelines, internal capital guidelines, internal profit targets, cost of benefit hedging, expectations of policyholder behavior and commission expenses.

CONTRACT BENEFIT DATA

Contract Number: [99-9999999]

Annuitant: [John Doe]

Age Nearest Birthday: [65]

Sex: [Male]

(Secondary Life: [Jane Doe]

Age Nearest Birthday: [62]

Sex: [Female]

EXPLANATION: These fields are objective data reflecting the measuring lives under the variable annuity payment option rider. The Secondary Life material will only print if a joint payment option is elected.

Rider Date: [February 1, 2011]

RANGE: The actual effective date of the rider.

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

Initial Access Period: [15] Years

RANGE: 15 - 90 years.

EXPLANATION: The **Initial Access Period** is elected by the Contract Owner, subject to our minimum Access Period requirements that may be as brief as 15 years.

Initial Assumed Investment Return: [3.00]%

RANGE: 3% - 6%.

EXPLANATION: The **Initial AIR** is elected by the Contract Owner, subject to AIR rates that we make available. The underlying annuity contract guarantees availability of at least 3%, 4%, and 5%. If a Guaranteed Income Benefit is elected, available AIR rates may be further restricted.

Periodic Income Commencement Date: [February 1, 2011]

RANGE: The initial income commencement date under the rider.

EXPLANATION: The **Periodic Income Commencement Date** shows the initial benefit calculation date for the variable annuity payment option. It may be either the Contract's Issue Date or it may be the date the Rider is added to an inforce annuity.

Initial Periodic Income Payment Mode: [Monthly]

RANGE: Monthly, Quarterly, Semi-Annual, or Annual.
EXPLANATION: The **Mode** is elected by the Contract Owner.

Initial Periodic Income Payment: [\$411.26]

Initial Guaranteed Income Benefit: [\$205.63]

EXPLANATION: These fields are objective data reflecting the calculated benefit under the variable annuity payment option rider.

Death Benefit Option: [Account Value Death Benefit]

RANGE: Account Value Death Benefit, Guarantee of Principal Death Benefit, and Enhanced Guaranteed Minimum Death Benefit.
EXPLANATION: The **Death Benefit Option** is elected by the Contract Owner.

[VAPOR Rider Charge: [0.40%]]

RANGE: 0.00% - 2.00%.
EXPLANATION: The **VAPOR Rider Charge** applies when the variable annuity payment option does not result in an increase to the Mortality and Expense Risk Charge and Administrative Charge ("M&E"). The maximum total of the VAPOR Rider Charge, if any, and the M&E is guaranteed under the VAPOR to be the same. This charge will not appear if the M&E is increased because of the VAPOR.

Mortality and Expense Risk Charge and Administrative Charge

During Access Period

[Account Value Death Benefit without Guaranteed Income Benefit: [1.65%]]

[Account Value Death Benefit with Guaranteed Income Benefit: [2.15%]]

[Guarantee of Principal Death Benefit without Guaranteed Income Benefit: [1.70%]]

[Guarantee of Principal Death Benefit with Guaranteed Income Benefit: [2.20%]]

[Enhanced Guaranteed Minimum Death Benefit without Guaranteed Income Benefit: [1.95%]]

[Enhanced Guaranteed Minimum Death Benefit with Guaranteed Income Benefit: [2.45%]]

After Access Period

[Account Value Death Benefit without Guaranteed Income Benefit: [1.65%]]

[Account Value Death Benefit with Guaranteed Income Benefit: [2.15%]]

[Guarantee of Principal Death Benefit without Guaranteed Income Benefit: [1.65%]]

[Guarantee of Principal Death Benefit with Guaranteed Income Benefit: [2.15%]]

[Enhanced Guaranteed Minimum Death Benefit without Guaranteed Income Benefit: 1.65%]]

[Enhanced Guaranteed Minimum Death Benefit with Guaranteed Income Benefit: [2.15%]]

RANGE: 0.00% - 3.00%.

EXPLANATION: The **Mortality and Expense Risk Charge and Administrative Charge** ("M&E") applies when the variable annuity payment option results in an increase to the Mortality and Expense Risk Charge and Administrative Charge. If there is a VAPOR Rider Charge, the M&E will not be increased due to the VAPOR and therefore this section will not appear on this form because the M&E shown in the base annuity contract will still apply. We may charge 0.00% for the rider if certain risk managed fund options are selected and made available.

STATEMENT OF VARIABILITY

The Lincoln National Life Insurance Company

Guaranteed Income Benefit Rider: **AR-528(8-10)**

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 us for new contracts only. The use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Factors that affect our determination of current pricing include reserving guidelines, required capital guidelines, internal capital guidelines, internal profit targets, cost of benefit hedging, expectations of policyholder behavior and commission expenses.

Step-up Date

The date on which a GIB Step-up may occur, pursuant to the Automatic Step-up of the GIB provision.

For Non-qualified contracts, a Step-up Date is the first Valuation Date on or after the Periodic Income Commencement Date ("PICD") anniversary of each [3 year] period measured from the PICD.

For Qualified contracts, the first Step-up Date is the Valuation Date of the first Periodic Income Payment in the [third] calendar year following the PICD. Subsequent Step-up Dates will be the Valuation Date of the first Periodic Income Payment in the calendar year, every subsequent [3 year] period.

RANGE (Step-up Date frequency)

Minimum = 1 month (Non-qualified), 1 year (Qualified)

Maximum = 5 years

EXPLANATION: Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. Because of required minimum distributions, step-ups may not occur more often than annually for IRC §401(a)(9) qualified annuities.

Automatic Step-up of the Guaranteed Income Benefit (GIB Step-up)

On each Step-up Date, a GIB Step-up will occur only if [75]% of the Periodic Income Payment determined on the Step-up Date is greater than the GIB on the Valuation Date immediately prior to the Step-up Date. Upon a GIB Step-up, the GIB will automatically step-up to [75]% of the Periodic Income Payment. If the GIB on the Valuation Date immediately prior to the Step-up Date is greater than or equal to [75]% of the Periodic Income Payment, no GIB Step-up will occur.

RANGE (Percentage of Periodic Income Payment Guaranteed)

Minimum = 50% of the Periodic Income Payment

Maximum = 100% of the Periodic Income Payment

EXPLANATION: Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions.

Adjustments to the Guaranteed Income Benefit

Each Withdrawal will reduce the GIB in the same proportion as the amount withdrawn reduces the Account Value on the Valuation Date of the Withdrawal. Payment of a Periodic Income Payment, whether equal to the GIB or the Periodic Income Payment determined under VAPOR, is not a Withdrawal.

An increase in the length of the Access Period may not result in an adjustment to the GIB. Any increase in the length of the Access Period is subject to a [5] year minimum increase.

RANGE (Minimum Duration of Change to Access Period)

Minimum = 1 Year

Maximum = 10 Years

EXPLANATION: The Company may require that any request to change the Access Period be for at least a certain minimum duration. As Access Periods are measured in years, 1 year is the minimum period for which an Access Period could be changed. The Company may need to require longer durations for Access Period changes to ensure availability of the most attractive design in a variety of market conditions. The Company currently requires a 5 year minimum duration change.

Rider Charge

The annual Rider Charge is subject to a guaranteed maximum rider charge of [2.00]%. While this rider is in effect, the Rider Charge will be added to the Contract Mortality and Expense Risk and Administrative Charge as shown on the Contract Benefit Data pages, which is deducted from the Variable Account.

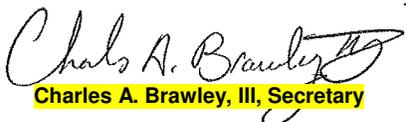
RANGE (Guaranteed Maximum Rider Charge)

Minimum = 0.95%

Maximum = 3.00%

EXPLANATION: The maximum rider charge depends upon Company-determined factors such as (a) step-up frequency, and (b) the percentage of Periodic Income Payment guaranteed by this rider. It also depends upon capital market-determined factors and investment requirements. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions.

The Lincoln National Life Insurance Company


Charles A. Brawley, III, 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

Variable Annuity Living Benefits Rider: **AR-529(8-10)**

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 us for new contracts only. The use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Factors that affect our determination of current pricing include reserving guidelines, required capital guidelines, internal capital guidelines, internal profit targets, cost of benefit hedging, expectations of policyholder behavior and commission expenses.

CLIENT ELECTIONS

Page 1

Rider Date: **[August 30, 2010]**

RANGE: The actual effective date of the rider.

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

Page 1

Measuring Life Option: **[Single]**

RANGE: Single or Joint

EXPLANATION: The **Measuring Life Option** reflects the number of Measuring Lives applicable to the rider.

COMPANY-DETERMINED RATES

Page 1

Guaranteed Maximum Rider Charge: **[2.00%]**

RANGE: 0.95% to 3.00%.

EXPLANATION: The **Guaranteed Maximum Rider Charge** is the highest total annual charge associated with this rider as long as the rider is in force, as determined on the Rider Date. During the GMWB phase, it is the Rider Charge rate, times the current Income Base, assessed quarterly. During the GIB phase, it is the Rider Charge rate times the final Income Base, adjusted for step-ups, rate changes, and withdrawals, assessed quarterly during the Access Period and annually during the Lifetime Income Period. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. The Guaranteed Maximum Rider Charge is determined by us, but will be the same for all contract holders of given class.

Page 1

Initial Rider Charge: **[1.05%]**

RANGE: 0.00% to 3.00% (not to exceed Guaranteed Maximum Rider Charge).

EXPLANATION: The **Initial Rider Charge** is the current annual rider charge on the Rider Date. The Rider Charge rate is determined by us, but is the same for all contract holders of a given class. It is described as Initial because it may change on future Rider Date anniversaries and GIB Step-ups as described in the Rider Charge section. We may charge 0.00% for the rider if certain risk managed fund options are selected and made available.

Page 3

Enhancement Rate (to the Income Base): [5]%

RANGE: 0% - 7%

Explanation: The **Enhancement Rate** is the minimum rate by which the Income Base grows for contract years when no withdrawals are taken and during the Enhancement Period. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. The Enhancement Rate is determined by us, but is the same for all contract holders of given class.

Page 3

Enhancement Period: [10] Years

RANGE: 5 - 20

EXPLANATION: The **Enhancement Period** is the period during which the Income Base grows by at least the Enhancement Rate for contract years when no withdrawals are taken. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. The Enhancement Period is determined by us, but is the same for all contract holders of given class.

Page 3

[One Time Step-Up Percentage (of the Income Base): [200]%]

RANGE: 150% - 300%

EXPLANATION: The **One Time Step-Up Percentage** is a multiple of the initial Income Base, to which the Income Base (adjusted for permitted withdrawals) may be adjusted after a period of time provided by the One Time Step-Up Percentage. It provides a guarantee that under specified conditions, the Income Base will have risen to a predictable level by a certain date. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. The One Time Step-Up Percentage is determined by us, but is the same for all contract holders of a given class.

Page 5

GAI Rate Table

GAI Rate Table – Single Measuring Life Option		GAI Rate Table – Joint Measuring Life Option	
Age of Measuring Life	GAI Rate	Age of Younger or Surviving Measuring Life	GAI Rate
0 – 54	0.0%	0 – 54	0.0%
55 – 59	4.0%	55 – 64	4.0%
59.5 +	5.0%	65 +	5.0%
Nursing Home GAI Rate	10.0%	Nursing Home GAI Rate	10.0%

RANGE: 0% - 14%

EXPLANATION: The **GAI Rate** is the percent, if any, of the Income Base which may be withdrawn as a GMWB benefit for the lifetime of the Annuitant once minimum age requirements are met. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. The Age breakpoints and rate for age bands is determined by the Company, but is the same for all contract holders of a given class.

AI Rate Table

Single Measuring Life Option		Joint Measuring Life Option	
Age of Measuring Life	AI Rate	Age of Younger or Surviving Measuring Life	AI Rate
0 - 54	0.0%	0 - 54	0.0%
55 - 64	5.0%	55 - 64	5.0%
65 - 79	6.0%	65 - 79	6.0%
80 +	7.0%	80 +	7.0%

RANGE: 0% - 10%

EXPLANATION: The **AI Rate** is the percent, if any, of the Contract Value which may be withdrawn as a GMWB benefit for the lifetime of the Annuitant once minimum age requirements are met. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. The Age breakpoints and rate for age bands is determined by the Company, but is the same for all contract holders of a given class.

Initial GIB Percentage Table¹

Measuring Life Option: Single		Measuring Life Option: Joint	
Age of Measuring Life	Initial GIB Percentage	Age of Measuring Life ²	Initial GIB Percentage
0 - 39	2.5%	0 - 39	2.5%
40 - 54	3.0%	40 - 54	3.0%
55 - under 59.5	3.5%	55 - under 59.5	3.5%
59.5 - 64	4.0%	59.5 - 64	4.0%
65 - 69	4.5%	65 - 69	4.5%
70 - 79	5.0%	70 - 79	5.0%
80 +	5.5%	80 +	5.5%

RANGE: 0% - 10%

EXPLANATION: The **Initial GIB Percentage** is the percent, if any, of the Income Base which may be the initial Guaranteed Income Benefit for the lifetime of the Annuitant once minimum age requirements are met. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. The Age breakpoints and rate for age bands is determined by the Company, but is the same for all contract holders of a given class.

Automatic Step-up of the GIB (GIB Step-up)

On each Step-up Date, a GIB Step-up will occur only if [75]% of the Periodic Income Payment determined under the VAPOR on the Step-up Date is greater than the Guaranteed Income Benefit on the Valuation Date immediately prior to the Step-up Date. Upon a GIB Step-up, the GIB will automatically step-up to [75]% of the Periodic Income Payment determined under the VAPOR. If the GIB on the Valuation Date immediately prior to the Step-up Date is greater than or equal to [75]% of the Periodic Income Payment determined under the VAPOR, no GIB Step-up will occur.

RANGE: 50% - 100%

EXPLANATION: The GIB rate(s) available are determined by the Company. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. Available GIB rate(s) will be the same for all contract holders of a given class.

COMPANY-DETERMINED TIME PERIODS / DOLLAR LIMITS

Page 1

Variable Annuity Payment Option Rider Eligibility Restriction

The Owner may not elect to begin receiving variable Periodic Income Payments payable under the Variable Annuity Payment Option Rider ("VAPOR") attached to this Contract unless (a) this Rider has terminated, or (b) [the VAPOR Rider Date is at least [twelve (12) months] after the Rider Date and] the GIB Provision of this Rider is concurrently effective.

RANGE: Restriction may range from 1 month – 3 years, or be removed entirely.

EXPLANATION: The earliest availability of VAPOR with the Guaranteed Income Benefit provided by this rider may vary as determined by us, but shall be the same for all contract holders of a given class. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions.

Page 1

Additional Purchase Payment Restriction

Subject to the Maximum Income Base limit and any further limitations stated in the Contract to which this Rider is attached, cumulative additional Purchase Payments after the first Benefit Year may not exceed [\$100,000] without prior Home Office approval.

Range: \$25,000 - \$2,000,000

EXPLANATION: The maximum guaranteed allowable additional purchase payment limit will be determined by us, but are the same for all contract holders of a given class. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions.

Page 3

Maximum Income Base

The Income Base is subject to a \$[10,000,000] maximum of the combined Income Base (including any Guaranteed Amount) values for all Company annuity contracts and annuity riders, including annuity contracts with an affiliated company, for which the Annuitant and Secondary Life, if applicable, is a Measuring Life.

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

EXPLANATION: The Maximum Income Base reflects our ability to efficiently manage the risk presented by providing guaranteed minimum withdrawal benefits to any given Measuring Life. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. The amount, determined by us, is the same for all contract holders of a given class.

Page 3

Automatic Annual Step-Up (of the Income Base)

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

On each Rider Date anniversary, an Automatic Annual Step-Up will occur only if each the following conditions are satisfied:

- a) All Measuring Lives as of that Valuation Date are under age [86], and

RANGE: 60 - 115

EXPLANATION: The **Automatic Annual Step-Up** is the increase to the Income Base which occurs each year that the client is under a certain age. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. The maximum step-up age is determined by the Company, but is the same for all contract holders of a given class.

Enhancement (to the Income Base)

On each Rider Date anniversary, the Income Base will automatically be increased by an amount equal to the Income Base less any Purchase Payment accepted in the preceding Benefit Year (except any Purchase Payment accepted within the first 90 days after the Rider Date), times the Enhancement Rate if all of the following conditions are satisfied:

- a) The preceding Benefit Year is during the Enhancement Period, which begins on the Rider Date and restarts upon an Automatic Annual Step-Up.
- b) No Withdrawal occurred in the preceding Benefit Year.
- c) All Measuring Lives are under age [86].

RANGE: 60 - 115

EXPLANATION: The **Enhancement** is the percent increase to the Income Base which occurs each year that there is no withdrawal and the client is under a certain age. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. The maximum enhancement age is determined by the Company, but is the same for all contract holders of a given class.

One Time Step-Up (of the Income Base)

Upon a One Time Step-Up, the Income Base is increased to the sum of (i) Initial Income Base, plus (ii) Purchase Payments accepted by the Company within 90 days after the Rider Date, less (iii) any Conforming Withdrawals after the Rider Date ((i)+(ii)-(iii)), times the One Time Step-Up Percentage shown in the GMWB Provision Data.

The One Time Step-Up occurs once, on the later of (i) the [10th] Rider Date anniversary, or (ii) the Rider Date anniversary after the [75th] birthday of the younger or surviving Measuring Life.

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

- a) The One Time Step-Up would not be an increase of the Income Base, or
- b) Any Automatic Annual Step-Up has been declined by the Owner, or
- c) An Automatic Annual Step-Up or Enhancement would increase the Income Base more than the One Time Step-Up, or
- d) Any Excess Withdrawals have occurred, or
- e) The total amount of Conforming Withdrawals between the Rider Date and the date of the One Time Step-Up is greater than [10] % of the initial Income Base plus Purchase Payments accepted by the Company within 90 days after the Rider Date.

RANGES:

- (i): 5th – 20th Benefit Year anniversary;
- (ii): 60th – 115th birthday of the Annuitant;
- (iii): 0% - 20% of the initial Income Base plus Purchase Payments received by us within 90 days after the Rider Date.

EXPLANATION: The **One Time Step-Up** is the increase to the Income Base which occurs after a rider has been held for a certain period of time. The amount of Conforming Withdrawals permissible without voiding the One Time Step-Up may need to change for new customers based upon the cost of hedging the guarantees. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. The time when the client is eligible is determined by the Company, but is the same for all contract holders of a given class.

Nursing Home GAI Rate

The Nursing Home GAI Rate is a GAI Rate that may be used to determine the GAI in a Benefit Year if a request for the Nursing Home GAI Rate is approved by Us as described herein. The Nursing Home GAI Rate is shown in the GAI Rate Table. Upon approval of a Nursing Home GAI Rate request, the GAI will be equal to the Income Base (less any additional Purchase Payments accepted during and within 12 months prior to the Nursing Home Measuring Life's confinement in a Nursing Home) times the Nursing Home GAI Rate.

If no Withdrawal has been taken since the initial GAI was determined, a request for the Nursing Home GAI Rate may be submitted once the Measuring Life is at least age [65]. If the Measuring Life Option is Joint, the younger or surviving Measuring Life must be at least age [65].

If a Withdrawal has been taken since the initial GAI was determined, a request for the Nursing Home GAI Rate may be submitted after the Rider Date anniversary following the Measuring Life's [65] birthday. If the measuring Life Option is Joint, the request may be submitted after the Rider Date anniversary following the younger or surviving Measuring Life's [65th] birthday.

The Nursing Home GAI Rate shown in the GAI Rate Table will be the GAI Rate each Benefit Year that all of the following conditions are satisfied:

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

RANGES:

- (i): age 55 – 75
- (ii) 1 – 24 months before
- (iii): 6 – 120 months after
- (iv): 30 – 365 consecutive days;

EXPLANATION: Minimum age and exclusion b) are intended to prevent anti-selection by customers already in or actively in contemplation of entering a nursing home. We reserve the right to increase the length of the exclusion so as to prevent anti-selection. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. These limits shall be the same for all contract holders of a given class.

Eligibility Limitations

- 1) The commencement of Periodic Income Payments under the VAPOR is available subject to the Company's maximum VAPOR age limits. If the Measuring Life Option is Joint, the younger Measuring Life's age shall be applicable to this requirement.
- 2) The commencement of Periodic Income Payments under the VAPOR is available subject to the Company's minimum Access Period limits. The minimum Access Period is the greater of (a) and (b), where:
 - a. is 'X' years, and
 - b. is 'Y' years minus the Measuring Life's age nearest birthday on the VAPOR Rider Date, where

If the VAPOR Rider Date is before the [5th] Rider Date anniversary, X is [20] and Y is [90]. If the VAPOR Rider Date is on or after the [5th] Rider Date anniversary, X is [15] and Y is [85]. If the Measuring Life Option is Joint, the younger Measuring Life's age shall be applicable to this requirement.

- 3) The commencement of Periodic Income Payments under the VAPOR is available subject to the Company's Assumed Investment Return ("AIR") rate requirements (AIR may be referred to in the alternative as "Assumed Investment Return" or "Assumed Interest Rate").

RANGES:

- (i): 1st – 10th Rider Date anniversary
- (ii) X is 5 - 50
- (iii): Y is 70 - 115

EXPLANATION: Items (ii) and (iii) reflect the minimum Access Period required pursuant to the Guaranteed Income Benefit under the Variable Annuity Payment Option Rider. Flexibility is necessary for item (i) based upon the cost changing or the level of guarantee we offer to ensure availability of the most attractive design in a variety of market conditions. These items shall be the same for all contract holders of a given class.

Step-up Date

A Step-up Date is the date on which a GIB Step-up may occur, pursuant to Automatic Step-up of the GIB, below.

For Non-qualified contracts, a Step-up Date is the first Valuation Date on or after the Periodic Income Commencement Date ("PICD") anniversary of each [one year] period measured from the PICD.

For Qualified contracts, the first Step-up Date is the Valuation Date of the first Periodic Income Payment in the [first] calendar year following the PICD. Subsequent Step-up Dates will be the Valuation Date of the first Periodic Income Payment in the calendar year, every subsequent [one year] period.

RANGE: Minimum of 1 month (nonqualified) or 1 year (qualified). Maximum of 5 years

EXPLANATION: The Company may offer GIB Step-ups at different intervals. The step-up interval(s) available are determined by the Company. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. Step-up intervals will be the same for all contract holders of a given class.

Adjustments to the GIB

Each Withdrawal will reduce the GIB in the same proportion as the amount withdrawn reduces the Account Value on the Valuation Date of the Withdrawal. Payment of a Periodic Income Payment, whether equal to the Guaranteed Income Benefit or the Periodic Income Payment determined under VAPOR, is not a Withdrawal.

An increase in the length of the Access Period may not result in an adjustment to the GIB. Any increase in the length of the Access Period is subject to a [5 year] minimum increase.

RANGE: 1 month – 10 years

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

Termination of this Rider

The Owner may terminate this Rider upon Notice to the Company any time after the [5th] Rider Date anniversary. This Rider will terminate upon:

RANGE: 1 year – 10 years

EXPLANATION: The early termination of the rider in the GMWB phase imposes substantial administrative and anti-selection costs on the entire block of living benefit riders. This restriction does not impair the ability of contract holders to terminate their entire annuity contract upon written request, but rather impairs the ability of contract holders to terminate this rider and keep the annuity contract in force. Like all variable data, the length of the termination restriction is determined and guaranteed for each rider on its Rider Date, and limits shall be the same for all contract holders of a given class. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions.

COMPANY-DETERMINED DESIGN OPTIONS

Withdrawal is the gross amount of a Withdrawal before any applicable charges and/or Interest Adjustment/Market Value Adjustment. While the GMWB Provision is in effect, Withdrawals are Conforming Withdrawals or Excess Withdrawals. While the GIB Provision and VAPOR are in effect, Withdrawals are all additional amounts from the Account Value requested by the Owner, other than Periodic Income Payments, and shall be treated as Excess Withdrawals. [Any Withdrawal that otherwise is a Conforming Withdrawal, but that is made payable to another insurer, will be treated as an Excess Withdrawal.]

RANGE: The variable text will either appear, or not appear.

EXPLANATION: This is a product design option determined by the Company, but is the same for all contract holders of a given class. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions.

Enhancement (to the Income Base)

On each Rider Date anniversary, the Income Base will automatically be increased by an amount equal to the Income Base less any Purchase Payment accepted in the preceding Benefit Year (except any Purchase Payment accepted within the first 90 days after the Rider Date), times the Enhancement Rate if all of the following conditions is satisfied:

- a) The preceding Benefit Year is during the Enhancement Period, which begins on the Rider Date [and restarts upon an Automatic Annual Step-Up].

...

[After the initial Enhancement Period (which begins on the Rider Date and ends after the Enhancement Period shown in the GMWB Provision Data), upon an Enhancement the Rider Charge rate may increase to the rate currently in effect, subject to the Guaranteed Maximum Rider Charge.

Future Enhancements may occur after declining an Enhancement.]

Adjustment (to the GAI) for Increase to Income Base

...

If the Rider Charge rate is increased in connection with an Automatic Annual Step-Up [or Enhancement], the Owner may decline the increase by Notice to the Company within 30 days of the effective date of the increase.

Rider Charge during GMWB Provision

...

[The Rider Charge rate may increase due to an Enhancement after the initial Enhancement Period pursuant to the Enhancement (of the Income Base) Provision, above. Any Enhancement after the initial Enhancement Period may be declined if the Rider Charge rate increased.]

...

[The Rider Charge rate will not increase due to an Enhancement during the initial Enhancement Period, or a One Time Step-Up.]

RANGES:

(a) Page 4: “restarts upon an Automatic Annual Step-Up” or “ends after the Enhancement Period shown in the GMWB Provision Data has elapsed”

(b) Pages 4 & 13: Bracketed text will appear if Enhancement Period ‘restarts upon an Automatic Annual Step-Up’ (otherwise text will not appear). Note the final sentence above will properly refer to either (a) Enhancement or (b) One Time Step-Up, (c) both, or (d) will be deleted in its entirety, based upon the whether (a) the Enhancement Period restarts upon an Automatic Annual Step-Up, (b) a One Time Step-Up is provided, or (c) both, or (d) neither, respectively.

EXPLANATION: The **Enhancement Period** may or may not be restarted due to an Automatic Annual Step-Up. This is a product design option determined by the Company, but is the same for all contract holders of a given class. The Rider Charge information is necessary on page 13 if the Enhancement Period restarts upon an Automatic Annual Step-Up. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions.

Contract Value Reduces to \$0

...

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

...

GAI Annuity Payment Option

...

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

RANGE: “a final payment will be made under this Rider. Such payment” (Lump Sum) or “GAI payments will continue to be made under this Rider until the total of all such payments” (Installment Payments)

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

GIB General

The initial GIB will be (a) the Initial GIB Percentage as shown in the Initial GIB Percentage Table, below, times [the greater of (b) and (c), where] (b) [is] the Income Base minus all Conforming Withdrawals after the most recently accepted Automatic Annual Step-Up (of the Income Base) under the GMWB Provision[, and (c) is the Contract Value upon the termination of the GMWB Provision]. If no Automatic Annual Step-Up has been accepted, the initial GIB will be (a) the Initial GIB Percentage as shown in the Initial GIB Percentage Table, below, times [the greater of (b) and (c), where] (b) [is] the Income Base minus all Conforming Withdrawals[, and (c) is the Contract Value upon the termination of the GMWB Provision].

RANGE: The bracketed language may or may not appear. I.e. either the initial GIB is the product of (a) and (b), or the product of (a) and the greater of (b) and (c).

EXPLANATION: This is a product design option determined by the Company, but is the same for all contract holders of a given class. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions.

Rider Charge during GIB Provision

During the Access Period, the quarterly Rider Charge is deducted from the Account Value on the first Valuation Date of every third month following the PICD. The amount of the first Rider Charge under the GIB Provision is the product of (A) and [the greater of] (B)[and (C)], where:

(A) is the Rider Charge rate (quarterly) upon the termination of the GMWB Provision, and

(B) is the Income Base upon the termination of the GMWB Provision[; and

(C) is the Contract Value upon the termination of the GMWB Provision].

RANGE: The bracketed language may or may not appear. I.e. either the first Rider Charge under the GIB provision is the product of (A) and (B), or the product of (A) and the greater of (B) and (C).

EXPLANATION: This is a product design option determined by the Company, but is the same for all contract holders of a given class. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions.

ONE TIME STEP-UP

[One Time Step-Up Percentage (of the Income Base): [200]%

Adjustment (to the Income Base) on Rider Date Anniversary

On each Rider Date anniversary, the Income Base may be increased by Enhancement, Automatic Annual Step-Up[, or One Time Step-Up].

c) The Automatic Annual Step-Up would increase the Income Base at least as much as an Enhancement [or One Time Step-Up], if any, that may occur on such Rider Date anniversary.

Future Automatic Annual Step-Ups may occur after declining an Automatic Annual Step-Up. However, declining an Automatic Annual Step-Up violates condition (e) of the Enhancement Provision [and condition (b) of the One Time Step-Up Provision], below. The Enhancement Provision can be reinstated by accepting a future Automatic Annual Step-Up. [The One Time Step-Up Provision can not be reinstated.]

d) The Enhancement would increase the Income Base more than an Automatic Annual Step-Up [or at least as much as a One Time Step-Up,] if any, that may occur on such Rider Date anniversary.

One Time Step-Up (of the Income Base)

Upon a One Time Step-Up, the Income Base is increased to the sum of (i) Initial Income Base, plus (ii) Purchase Payments accepted by the Company within 90 days after the Rider Date, less (iii) any Conforming Withdrawals after the Rider Date ((i)+(ii)-(iii)), times the One Time Step-Up Percentage shown in the GMWB Provision Data.

The One Time Step-Up occurs once, on the later of (i) the [10th] Rider Date anniversary, or (ii) the Rider Date anniversary after the [75th] birthday of the younger or surviving Measuring Life.

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

- a) The One Time Step-Up would not be an increase of the Income Base, or
- b) Any Automatic Annual Step-Up has been declined by the Owner, or
- c) An Automatic Annual Step-Up or Enhancement would increase the Income Base more than the One Time Step-Up, or
- d) Any Excess Withdrawals have occurred, or
- e) The total amount of Conforming Withdrawals between the Rider Date and the date of the One Time Step-Up is greater than [10]% of the initial Income Base plus Purchase Payments accepted by the Company within 90 days after the Rider Date.

[The Rider Charge rate will not increase due to an Enhancement during the initial Enhancement Period, or a One Time Step-Up.]

RANGES: All language related to One Time Step-Up will be removed from the form should we not offer the benefit to new customers. Note the final sentence above will properly refer to either (a) Enhancement or (b) One Time Step-Up, (c) both, or (d) will be deleted in its entirety, based upon the whether (a) the Enhancement Period restarts upon an Automatic Annual Step-Up, (b) a One Time Step-Up is provided, or (c) both, or (d) neither, respectively.

EXPLANATION: Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. If the Company does not offer this benefit, references to it could be confusing to the contract holder.

ANNUAL INCOME ("AI")

Guaranteed Minimum Withdrawal Benefit (GMWB): This Provision provides that the Owner may withdraw, each Benefit Year, an amount up to [the greater of the Annual Income ("AI") or] the Guaranteed Annual Income ("GAI"), for the lifetime(s) of the Measuring Life(s), if certain conditions are met as described. The GAI is a percentage of the Income Base that may change over time. [The AI is a percentage of the Contract Value at the beginning of a Benefit Year.]

Conforming Withdrawals are all Withdrawals to the extent that the cumulative amount withdrawn (including the current Withdrawal) from the Contract in that Benefit Year is equal to or less than the [greater of the AI or] GAI. If the Owner receives only Systematic RMD during a Benefit Year, all Systematic RMD during that Benefit Year will be treated as Conforming Withdrawals. However, if a Withdrawal other than Systematic RMD occurs during a Benefit Year, then this Withdrawal and any subsequent Withdrawals, including Systematic RMD, will be treated as Excess Withdrawals to the extent that the cumulative amount withdrawn in that Benefit Year exceeds the [greater of the AI or] GAI.

Excess Withdrawals are all Withdrawal to the extent that the cumulative amount withdrawn (including the current Withdrawal) from the Contract in that Benefit Year exceeds the Conforming Withdrawal. If the current [AI Rate is zero and] GAI Rate is zero, all Withdrawals are Excess Withdrawals.

Annual Income (AI) Amount

The AI is an amount, not to exceed the remaining Contract Value, that may be withdrawn from the Contract by the Owner each Benefit Year as a Conforming Withdrawal. On the later of (a) the Rider Date, or (b) the first Valuation Date the AI Rate is above 0%, and each subsequent Rider Date anniversary while this GMWB Provision is in effect, the AI is set equal to the Contract Value times the AI Rate. If the GAI Annuity Payment Option is elected, the AI is \$0. The AI Rate and the AI will be set and reset as described below.

The AI Rate is the rate used to determine the AI. The AI Rate varies as shown in the AI Rate Table, and is determined as described below.

AI Rate Table

Single Measuring Life Option		Joint Measuring Life Option	
Age of Measuring Life	AI Rate	Age of Younger or Surviving Measuring Life	AI Rate
0 - 54	0.0%	0 - 54	0.0%
55 - 64	5.0%	55 - 64	5.0%
65 - 79	6.0%	65 - 79	6.0%
80 +	7.0%	80 +	7.0%

Adjustment (to AI) for Additional Purchase Payments

If an additional Purchase Payment is accepted by the Company within 90 days after the Rider Date, the AI will be adjusted by the additional Purchase Payment times the AI Rate.

If an additional Purchase Payment is accepted more than 90 days after the Rider Date, the AI will not be reset until the next Rider Date anniversary.

Setting and Resetting of AI Rate

Before the first Withdrawal after the initial AI is determined, the AI Rate will be as shown in the AI Rate Table, based upon the age of the Measuring Life. Upon the first Withdrawal after the initial AI is determined, the AI Rate will be set based upon the age of the Measuring Life as of the date of the Withdrawal. The AI will be equal to the Contract Value on the most recent Rider Date anniversary times the set AI Rate. The AI Rate will be reset based upon the age of the Measuring Life on each Rider Date anniversary, as shown in the AI Rate Table. Upon an AI Rate reset, the AI will be equal to the Contract Value on the Rider Date anniversary times the reset AI Rate.

If the Measuring Life Option is Joint, the AI Rate will be set and reset based upon the age of the younger or surviving Measuring Life.

Effect of Death

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

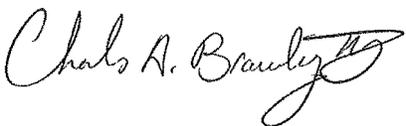
Upon the first death of a Measuring Life if the Measuring Life Option is Joint, the Owner may continue the contract and this Rider in force under the Joint Measuring Life Option. If so continued, the GAI [and AI] will continue for the life of the surviving Measuring Life. Upon the death of the surviving Measuring Life, this Rider will terminate.

RANGES: All language related to Annual Income ("AI") will be removed from the form should we not offer the benefit to new customers.

EXPLANATION: Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. If the Company does not offer this benefit, references to it could be confusing to the contract holder.

OFFICER SIGNATURE

The Lincoln National Life Insurance Company


Charles A. Brawley, III, 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

Variable Annuity Payment Option Rider: **I4LA-NQ(8-10)**

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 us for new contracts only. The use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Factors that affect our determination of current pricing include reserving guidelines, required capital guidelines, internal capital guidelines, internal profit targets, cost of benefit hedging, expectations of policyholder behavior and commission expenses.

Maximum Mortality and Expense Risk and Administrative Charge, including any VAPOR Rider Charge: [2.35%]

RANGE (Guaranteed Maximum Total Charge)

Minimum = 0.95%

Maximum = 3.15%

EXPLANATION: Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions.

Annuity Factor

The Annuity Factor is based upon the age and sex of the Annuitant; the age and sex of the Secondary Life, if applicable; the Periodic Income Payment Mode; the length of time remaining in the Access Period; the Assumed Investment Return and when applicable, the [A2000 Individual Annuity Mortality Table, modified].

RANGE: 1983'a', A2000 or any actuarially adopted table in the future.

EXPLANATION: variability only intended for a possible change to an actuarially adopted table.

Periodic Income Commencement Date

The Valuation Date on which the Initial Periodic Income Payment under this rider is calculated. The due date of the Initial Periodic Income Payment will be no more than [14] calendar days after the Periodic Income Commencement Date. The Periodic Income Commencement Date is shown on the Contract Benefit Data pages.

RANGE: 14 – 30 days

EXPLANATION: variability only intended for possible change to increase up to 30 days.

Payments Adjusted on a LevelPay Basis during Lifetime Income Period

If Periodic Income Payments are adjusted annually but the Periodic Income Payment Mode is not annual ('LevelPay'), then the Periodic Income Payments are calculated by first determining the amount that would be paid on an annual Periodic Income Payment Mode basis as described in the Periodic Income Payments from the Fixed Account during Lifetime Income Period and Periodic Income Payments from the Variable Account during Lifetime Income Period provisions above.

Any resulting annual amount determined under the Periodic Income Payments from the Variable Account during Lifetime Income Period provision is first transferred from the Variable Account to the General Account. The annual amount(s) are then converted into modal Periodic Income Payments by dividing the annual amount by 1000 and multiplying by a one year Annuity Factor reflecting the age(s) and sex(es) of the Annuitant (and Secondary Life); the Periodic Income Payment Mode; an annual effective rate of interest not less than 0%; and the [A2000 Individual Annuity Mortality Table, modified].

RANGE: 1983'a', A2000 or any actuarially adopted table in the future.

EXPLANATION: variability only intended for a possible change to an actuarially adopted table.

The Lincoln National Life Insurance Company


Charles A. Brawley, III, 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

Variable Annuity Payment Option Rider: **I4LA-Q(8-10)**

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 us for new contracts only. The use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Factors that affect our determination of current pricing include reserving guidelines, required capital guidelines, internal capital guidelines, internal profit targets, cost of benefit hedging, expectations of policyholder behavior and commission expenses.

Maximum Mortality and Expense Risk and Administrative Charge, including any VAPOR Rider Charge: [2.35%]

RANGE (Guaranteed Maximum Rider Charge)

Minimum = 0.95%

Maximum = 3.15%

EXPLANATION: Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions.

Annuity Factor

The Annuity Factor is based upon the age and if applicable, sex of the Annuitant; the age and if applicable, sex of the Secondary Life, if any; the Periodic Income Payment Mode; the length of time remaining in the Access Period; the Assumed Investment Return and when applicable, the [A2000 Individual Annuity Mortality Table, modified].

RANGE: 1983'a', A2000 or any actuarially adopted table in the future.

EXPLANATION: variability only intended for a possible change to an actuarially adopted table.

Periodic Income Commencement Date

The Valuation Date on which the Initial Periodic Income Payment under this rider is calculated. The due date of the Initial Periodic Income Payment will be no more than [14] calendar days after the Periodic Income Commencement Date. The Periodic Income Commencement Date is shown on the Contract Benefit Data pages.

RANGE: 14 – 30 days

EXPLANATION: variability only intended for possible change to increase up to 30 days.

Periodic Income Payments from the Fixed Account

The Periodic Income Payments from the Fixed Account in the calendar year immediately following the end of the Access Period will be determined by first dividing the Account Value in the Fixed Account as of the last Valuation Date of the Access Period, less any Periodic Income Payments paid after the last Valuation Date of the Access Period for the remainder of that calendar year, by 1000 and multiplying the

result by the applicable Annuity Factor. The resulting annual amount will then be multiplied by 'A' divided by 'B', where

1. 'A' is the 'Interest Adjustment Factor' raised to a power equal to the number of days from the end of the Access Period to the Valuation Date of the first Periodic Income Payment in the first full calendar year following the end of the Access Period, where

the 'Interest Adjustment Factor' is equal to $(1+i)$ raised to the power of $1/365$, with 'i' equal to an Annual Effective Rate of Interest not less than 0%, and

2. 'B' is the 'Daily Factor' raised to a power equal to the number of days from the end of the Access Period to the Valuation Date of the first Periodic Income Payment in the first full calendar year following the end of the Access Period, where

the 'Daily Factor' is equal to $(1 + \text{Assumed Investment Return})$ raised to the power of $1/365$.

The resulting annual amount will be converted into Periodic Income Payments by dividing the annual amount by 1000 and multiplying by a one year Annuity Factor reflecting the age(s) and sex(es) of the Annuitant (and Secondary Life); the Periodic Income Payment Mode; an annual effective rate of Interest not less than 0%; and the [A2000 Individual Annuity Mortality Table, modified].

RANGE: 1983'a', A2000 or any actuarially adopted table in the future.

EXPLANATION: variability only intended for a possible change to an actuarially adopted table.

Periodic Income Payments from the Variable Account

The Periodic Income Payments from the Variable Account in the calendar year immediately following the end of the Access Period will be determined by first dividing the Account Value in each Variable Subaccount as of the last Valuation Date of the Access Period, less any Periodic Income Payments paid after the last Valuation Date of the Access Period for the remainder of that calendar year, by 1000 and multiplying the result by the applicable Annuity Factor based upon an annual mode and adjusted for the length of time since the end of the Access Period. The resulting annual amount will be divided by the Annuity Unit value for the respective Variable Subaccount as of the last Valuation Date of the Access Period to determine the number of Annuity Units reflecting an annual amount per Variable Subaccount. The resulting number of Annuity Units reflecting an annual amount per Variable Subaccount will then be multiplied by the Annuity Unit value for each Variable Subaccount on the Valuation Date of the first Periodic Income Payment in the first full calendar year following the end of the Access Period and summed. Finally, the resulting annual amount will be transferred to the Our General Account and converted into Periodic Income Payments by dividing the annual amount by 1000 and multiplying by a one year Annuity Factor reflecting the age(s) and sex(es) of the Annuitant (and Secondary Life); the Periodic Income Payment Mode; an annual effective rate of Interest not less than 0%; and the [A2000 Individual Annuity Mortality Table, modified].

RANGE: 1983'a', A2000 or any actuarially adopted table in the future.

EXPLANATION: variability only intended for a possible change to an actuarially adopted table.

The Lincoln National Life Insurance Company


Charles A. Brawley, III, 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.

SERFF Tracking Number: LCNC-126614571 State: Arkansas
 Filing Company: The Lincoln National Life Insurance Company State Tracking Number: 45738
 Company Tracking Number: AR-528(8-10) ET AL
 TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
 Variable and Variable
 Product Name: Variable Annuity Riders
 Project Name/Number: AR-528(8-10) et al/AR-528(8-10) et al

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date:	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
05/20/2010	Form	Variable Annuity Payment Option Rider	06/03/2010	I4LA-Q(8-10).pdf (Superseded)
05/20/2010	Form	Variable Annuity Payment Option Rider	06/03/2010	I4LA-NQ(8-10).pdf (Superseded)
05/25/2010	Supporting Document	Statement of Variability	06/03/2010	SOV-CBD(8-10)-NW.pdf SOV-i4LA-NQ(8-10)-NW.pdf (Superseded) SOV-i4LA-Q(8-10)-NW.pdf (Superseded) SOV-AR528(8-10)-NW.pdf SOV-AR-529(8-10).pdf
05/20/2010	Form	Variable Annuity Living Benefits Rider	05/25/2010	AR-529(8-10).pdf (Superseded)
05/20/2010	Supporting Document	Statement of Variability	05/25/2010	SOV-AR-529(8-10)-NW.pdf (Superseded) SOV-CBD(8-10)-NW.pdf SOV-i4LA-NQ(8-10)-NW.pdf SOV-i4LA-Q(8-10)-NW.pdf SOV-AR528(8-10)-NW.pdf

Variable Annuity Payment Option Rider

This rider is made a part of the Contract to which it is attached. Except as stated in this rider, it is subject to the provisions contained in the Contract. Coverage under this rider begins on the Rider Date as shown on the Contract Benefit Data pages. This optional rider makes a variable annuity payment option available that provides variable Periodic Income Payments. If the Owner elects to receive variable Periodic Income Payments under this rider, then either (a) the Mortality and Expense Risk and Administrative Charge will increase as shown on the Contract Benefit Data pages subject to the maximum charge described herein, or (b) a VAPOR Rider Charge for this rider will be shown on the Contract Benefit Data pages subject to the maximum charge described herein. During the Access Period, the Owner may make Withdrawals or surrender the Contract for its Surrender Value subject to the terms and conditions of this rider. Any Death Benefit option in effect prior to the Periodic Income Commencement Date will be terminated.

Maximum Mortality and Expense Risk and Administrative Charge, including any VAPOR Rider Charge: [2.35%]

Definitions

Access Period

The length of time selected by the Owner as shown on the Contract Benefit Data pages. The Access Period begins on the Periodic Income Commencement Date shown on the Contract Benefit Data pages. If this rider is elected by a beneficiary to settle a death claim, Access Periods that extend beyond the beneficiary's life expectancy as determined by Section 401(a)(9) of the Internal Revenue Code, as amended, will not be allowed.

Account Value

On the Rider Date, the Contract Value under the Contract will be referred to as the Account Value. On each subsequent Valuation Date during the Access Period, the Account Value will equal the sum of the values of the Variable Subaccounts attributable to the Contract plus the sum of the values of the Fixed Account(s) attributable to the Contract. State and local government premium tax, if applicable, will be deducted from the Account Value when incurred by Us, or at another time of Our choosing. Periodic Income Payments made during the Access Period are deducted from the Account Value. At the end of the Access Period, there will no longer be an Account Value.

Annual Effective Rate of Interest

The daily equivalent of the weighted average of all rates of interest credited to values allocated to the Fixed Account during the Lifetime Income Period.

Annuitant

The person upon whose life the Periodic Income Payments will be contingent. The Contract may only have one Annuitant on and after the Rider Date. The Annuitant may not be changed on and after the Rider Date.

Annuity Factor

The Annuity Factor is based upon the age and if applicable, sex of the Annuitant; the age and if applicable, sex of the Secondary Life, if any; the Periodic Income Payment Mode; the length of time remaining in the Access Period; the Assumed Investment Return and when applicable, the A2000 Individual Annuity Mortality Table, modified.

Assumed Investment Return

The assumed return used in calculating the Periodic Income Payments. This assumed return is selected by the Owner on the Rider Date and is shown on the Contract Benefit Data pages.

Guaranteed Income Benefit (“GIB”)

The minimum amount payable for each Periodic Income Payment made under a Variable Annuity Payment Option Rider. The GIB is provided by another rider that We may offer at an additional charge. If a GIB has been elected, a rider describing the determination of the minimum amount payable for each Periodic Income Payment is attached to the Contract.

In Writing (Written Request, Written Notice)

With respect to any notice or request to Us, this term means a written form satisfactory to Us signed by the Owner and received at our Home Office. With respect to any notice from Us to the Owner or any other person, this term means a written notice by ordinary mail to such person at the most recent address in our records.

Lifetime Income Period

The period that begins after the Access Period, provided the Annuitant or the Secondary Life, if any, is still living and the Contract has not been surrendered. This period will then continue for as long as the Annuitant is living. For a joint life payout, this period will continue for as long as the Annuitant or Secondary Life is living.

Periodic Income Payment

The variable periodic income payment amounts paid under this rider to an Owner, or an Owner's designee. At the time this rider is elected, an Owner must select one of the following Periodic Income Payment Modes: monthly, quarterly, semi-annually or annually. The Initial Periodic Income Payment Mode selected is shown on the Contract Benefit Data pages. Unless the GIB is in effect, the Owner may change the Periodic Income Payment Mode once per Contract Year by sending written notice to Us. A change to the Periodic Income Payment Mode will be effective on the next Periodic Income Commencement Date anniversary.

Periodic Income Commencement Date

The Valuation Date on which the Initial Periodic Income Payment under this rider is calculated. The due date of the Initial Periodic Income Payment will be no more than 14 calendar days after the Periodic Income Commencement Date. The Periodic Income Commencement Date is shown on the Contract Benefit Data pages.

Secondary Life

The Secondary Life, if any, is the person in addition to the annuitant designated by the Owner upon whose life the Periodic Income Payments will also be contingent during the Lifetime Income Period. The designation of a Secondary Life results in a joint life payout. The Secondary Life must be designated prior to the Rider Date and may not be changed after the Rider Date.

Surrender Value

During the Access Period, the Surrender Value is the Account Value less any applicable Contingent Deferred Sales Charge (may also be referenced as Surrender Charge) and, if applicable, any Interest Adjustment (may also be referenced as Market Value Adjustment). The Contract and this rider will terminate upon payment of the full Surrender Value.

We, Us, and Our

The Lincoln National Life Insurance Company.

Withdrawals

Additional amounts other than Periodic Income Payments from the Account Value requested In Writing by the Owner.

The Access Period

Determination of the Initial Periodic Income Payment

The Initial Periodic Income Payment is determined by dividing the Account Value as of the Periodic Income Commencement Date by 1000 and multiplying this result by an Annuity Factor and is shown on the Contract Benefit Data pages.

Determination of Subsequent Periodic Income Payments

Until the death of the Annuitant, or Secondary Life when applicable, the first Periodic Income Payment due in each subsequent calendar year will be determined by dividing the Account Value as of the prior December 31 by 1000 and multiplying this result by the applicable Annuity Factor as of the Valuation Date of the Periodic Income Payment.

If no Withdrawals are taken, subsequent Periodic Income Payments made during a calendar year will be equal to the first Periodic Income Payment made in that calendar year until the Access Period ends.

During the calendar year of the Periodic Income Commencement Date, if a Withdrawal is taken while any Periodic Income Payments are scheduled to be paid before the end of the calendar year, the next Periodic Income Payment will be determined by dividing the Account Value as of the Periodic Income Commencement Date, less all subsequent Withdrawals, by 1000 and multiplying this result by the applicable Annuity Factor.

If a Withdrawal is taken in subsequent calendar years while any Periodic Income Payments are scheduled to be paid before the end of the calendar year, the next Periodic Income Payment will be determined by dividing the Account Value as of the prior December 31, less all Withdrawals made during the current calendar year, by 1000 and multiplying this result by the applicable Annuity Factor. Any subsequent Periodic Income Payments due after the Withdrawal and prior to the next calendar year will be equal to the Periodic Income Payment determined immediately following the Withdrawal.

If at any time the Periodic Income Payments for the Access Period selected will not meet the requirements of Section 401(a)(9) of the Internal Revenue Code of 1986 as amended (IRC), We will shorten the Access Period to a length that will increase the Periodic Income Payments to a level which will meet the requirements of Section 401(a)(9) of the IRC for this rider. This could require the termination of the Access Period. A change in the Access Period by Us will be effective immediately.

At the end of the Access Period, any remaining Account Value will be applied to continue the Periodic Income Payment for the Lifetime Income Period. There will no longer be an Account Value after the Access Period.

Effect of Death on Periodic Income Payments

Upon notification to Us of the death of the Annuitant, if a Secondary Life was not designated or the Secondary Life is no longer surviving, the Periodic Income Payments will cease and this rider will terminate. If a Secondary Life was designated and is still surviving, the spouse as the sole, primary Beneficiary may elect to assume ownership of the Contract and as the Secondary Life may elect to continue Periodic Income Payments in accordance with the Variable Annuity Death Benefit Rider. Periodic Income Payments will continue for the remainder of the Access Period and then, if the Secondary Life is still alive, for the Lifetime Income Period.

Upon notification to Us of the death of the Secondary Life, if the Annuitant is no longer surviving, Periodic Income Payments will cease and this rider will terminate. If the Annuitant is still surviving, Periodic Income Payments may continue for the remainder of the Access Period and then, if the Annuitant continues to survive, for the Lifetime Income Period.

Upon notification to Us of a death, Periodic Income Payments may be suspended until the death claim is approved. If this Rider continues, upon approval of a death claim, as described in the Contract, a lump sum payment for the value of any suspended payments, as of the date the death claim is approved, will

be made and the Periodic Income Payments will restart.

How to Change the Access Period

During the Access Period and subject to Our acceptance, the Owner may change the Access Period by Written Request once per Contract Year, within the minimum and maximum periods allowed at the time of change. A change to the Access Period will be effective on the next Periodic Income Commencement Date anniversary. If the Access Period is changed, Periodic Income Payments after the effective date of the change will be adjusted accordingly.

The Lifetime Income Period

Determination of Periodic Income Payments during the Lifetime Income Period

On the last Valuation Date of the Access Period, the amount of the last Periodic Income Payment paid during the Access Period will continue to be paid for the remainder of the calendar year. This amount will be deducted on a pro-rata basis from the Fixed and/or Variable Subaccounts. The Periodic Income Payment amounts for each subsequent calendar year during the Lifetime Income Period will be determined as described below.

First Full Calendar Year:

Periodic Income Payments from the Fixed Account

The Periodic Income Payments from the Fixed Account in the calendar year immediately following the end of the Access Period will be determined by first dividing the Account Value in the Fixed Account as of the last Valuation Date of the Access Period, less any Periodic Income Payments paid after the last Valuation Date of the Access Period for the remainder of that calendar year, by 1000 and multiplying the result by the applicable Annuity Factor. The resulting annual amount will then be multiplied by 'A' divided by 'B', where

1. 'A' is the 'Interest Adjustment Factor' raised to a power equal to the number of days from the end of the Access Period to the Valuation Date of the first Periodic Income Payment in the first full calendar year following the end of the Access Period, where

the 'Interest Adjustment Factor' is equal to $(1+i)$ raised to the power of $1/365$, with 'i' equal to an Annual Effective Rate of Interest not less than 0%, and

2. 'B' is the 'Daily Factor' raised to a power equal to the number of days from the end of the Access Period to the Valuation Date of the first Periodic Income Payment in the first full calendar year following the end of the Access Period, where

the 'Daily Factor' is equal to $(1 + \text{Assumed Investment Return})$ raised to the power of $1/365$.

The resulting annual amount will be converted into Periodic Income Payments by dividing the annual amount by 1000 and multiplying by a one year Annuity Factor reflecting the age(s) and sex(es) of the Annuitant (and Secondary Life); the Periodic Income Payment Mode; an annual effective rate of Interest not less than 0%; and the A2000 Individual Annuity Mortality Table, modified.

Periodic Income Payments from the Variable Account

The Periodic Income Payments from the Variable Account in the calendar year immediately following the end of the Access Period will be determined by first dividing the Account Value in each Variable Subaccount as of the last Valuation Date of the Access Period, less any Periodic Income Payments paid after the last Valuation Date of the Access Period for the remainder of that calendar year, by 1000 and multiplying the result by the applicable Annuity Factor based upon an annual mode and adjusted for the length of time since the end of the Access Period. The resulting annual amount will be divided by the Annuity Unit value for the respective Variable Subaccount as of the last Valuation Date of the Access Period to determine the number of Annuity Units reflecting an annual amount per

Variable Subaccount. The resulting number of Annuity Units reflecting an annual amount per Variable Subaccount will then be multiplied by the Annuity Unit value for each Variable Subaccount on the Valuation Date of the first Periodic Income Payment in the first full calendar year following the end of the Access Period and summed. Finally, the resulting annual amount will be transferred to the Our General Account and converted into Periodic Income Payments by dividing the annual amount by 1000 and multiplying by a one year Annuity Factor reflecting the age(s) and sex(es) of the Annuitant (and Secondary Life); the Periodic Income Payment Mode; an annual effective rate of Interest not less than 0%; and the A2000 Individual Annuity Mortality Table, modified.

Subsequent Calendar Years:

Periodic Income Payments from the Fixed Account

The Periodic Income Payments from the Fixed Account in each subsequent calendar year will be determined by multiplying the prior year's annual amount from the Fixed Account by 'A' divided by 'B', where:

1. 'A' is the 'Interest Adjustment Factor' raised to a power equal to the number of days between the Valuation Date of the first Periodic Income Payment made in the prior calendar year and in the current calendar year, where

the 'Interest Adjustment Factor' is equal to $(1+i)$ raised to the power of $1/365$, with 'i' equal to an Annual Effective Rate of Interest not less than 0%, and

2. 'B' is the 'Daily Factor' raised to a power equal to the number of days between the Valuation Date of the first Periodic Income Payment made in the prior calendar year and in the current calendar year, where

the 'Daily Factor' is equal to $(1 + \text{Assumed Investment Return})$ raised to the power of $1/365$.

Then the resulting annual amount will be converted into Periodic Income Payments by dividing the annual amount by 1000 and multiplying by a one year Annuity Factor.

Periodic Income Payments from the Variable Account

The Periodic Income Payments from the Variable Account in each subsequent calendar year will be determined by multiplying the number of Annuity Units reflecting an annual amount per Variable Subaccount by the Annuity Unit value for each Variable Subaccount on the Valuation Date of the first Periodic Income Payment due in that calendar year. The resulting annual amount will be transferred to Our General Account and converted into Periodic Income Payments by dividing the annual amount by 1000 and multiplying by a one year Annuity Factor.

The Annuity Unit value for any Valuation Period for any Variable Subaccount is determined by multiplying the Annuity Unit value for the immediately preceding Valuation Period by 'C' divided by 'D', where:

1. 'C' is a Variable Subaccount's Accumulation Unit value as of the end of the current Valuation Period divided by the Accumulation Unit value of the same Variable Subaccount as of the end of the immediately preceding Valuation Period, and
2. 'D' is the 'Daily Factor' raised to a power equal to the number of days in the current Valuation Period, where

the 'Daily Factor' is equal to $(1 + \text{Assumed Investment Return})$ raised to the power of $1/365$.

Effect of Death during the Lifetime Income Period

Upon the death of the Annuitant, if a Secondary Life was not designated or the Secondary Life is no longer surviving, the Periodic Income Payments will cease and the Contract and this rider will terminate.

If a Secondary Life was designated and is still surviving, the Periodic Income Payments may be suspended until the death claim is approved as described in the Contract. Upon approval, a lump-sum payment for the value of any suspended payments, as of the date the death claim is approved, will be made and the Periodic Income Payments will continue for as long as the Secondary Life continues to live.

Upon the death of the Secondary Life, if the Annuitant is no longer surviving, the Periodic Income Payments will cease and the Contract and this rider will terminate. If the Annuitant is still surviving the Periodic Income Payments may be suspended until the death claim is approved as described in the Contract. Upon approval, a lump-sum payment for the value of any suspended payments, as of the date the death claim is approved, will be made and the Periodic Income Payments will continue for as long as the Annuitant continues to live.

Mortality and Expense Risk and Administrative Charge

While this rider is in effect, the maximum Mortality and Expense Risk and Administrative Charge and VAPOR Rider Charge, if applicable, deducted from the Variable Account for the Contract and this rider is as shown above. Other riders that become part of the Contract are not included within this maximum Charge.

Purchase Payments

Additional Purchase Payments are not permitted during the Lifetime Income Period.

Withdrawals

During the Access Period, an Owner (or the recipient of the rights of ownership if any Owner is deceased) may make Withdrawals of amounts up to the Surrender Value. Withdrawals will be subject to the terms of the Withdrawal provisions and, if applicable, the Contingent Deferred Sales Charge and Interest Adjustment provisions of the Contract for Withdrawals occurring prior to the Annuity Commencement Date.

Withdrawals will immediately reduce the Account Value and will reduce subsequent Periodic Income Payments. Withdrawals are not allowed after the Access Period.

Surrenders

During the Access Period, an Owner (or the recipient of the rights of ownership if any Owner is deceased) may surrender the Contract for the Surrender Value. Except as stated in this provision, a surrender of the Contract will be subject to the terms of the Surrender provisions and, if applicable, the Contingent Deferred Sales Charge and Interest Adjustment provisions of the Contract which apply to surrenders taken prior to the Annuity Commencement Date. If the Contract is surrendered, no further Periodic Income Payments will be made and the Contract and this rider will terminate.

Transfers

An Owner (or the recipient of the rights of ownership if any Owner is deceased) may direct a transfer between the Variable Subaccounts and/or the Fixed Account(s) of any portion of the Account Value, subject to the terms of the Transfer provisions which apply to transfers before the Annuity Commencement Date.

Transfers between the Variable Subaccounts during the Lifetime Income Period will result in the selling of Annuity Units from one Variable Subaccount and the purchase of Annuity Units from the other Variable Subaccount, at the current Annuity Unit values. These Annuity Units will then represent the number of annuity units per payment from the Variable Subaccount.

Transfers from the Fixed Account to the Variable Account are not permitted after the Access Period. Transfers from the Variable Account to the Fixed Account after the Access Period may occur only on the Valuation Date of a Periodic Income Payment.

Persistency Credits

Persistency Credits, if any, will be paid in to the Contract during the Access Period subject to the terms of the Persistency Credits provision of the Contract. Persistency Credits, if any, will terminate after the Access Period.

Waiver of Contingent Deferred Sales Charges

Contingent Deferred Sales Charges, if any, will be waived during the Access Period subject to the terms of the Waiver of Contingent Deferred Sales Charges section of the Contract for withdrawals taken prior to the Annuity Commencement Date.

General

How to Terminate Periodic Income Payments

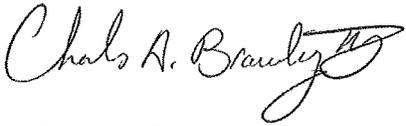
During the Access Period, the Owner may elect to terminate Periodic Income Payments under this rider by sending Written Notice to Us and this rider will terminate. On the Valuation Date the termination of Periodic Income Payments is effective, the Account Value under this rider will be referred to as the Contract Value under the Contract.

Termination of this Rider

This rider will terminate on the first of any of the following events to occur:

1. termination of the Contract to which this rider is attached; or
2. upon the death of Annuitant with no surviving Secondary Life; or
3. upon the death of the Secondary Life with no surviving Annuitant; or
4. termination of the Periodic Income Payments by Written Request from the Owner.

The Lincoln National Life Insurance Company


Charles A. Brawley, III, Secretary

**Annuity Purchase Rates
Under a Variable Annuity Payment Option Rider
With a 3.0% Assumed Investment Return
A2000 Individual Annuity Mortality Table, modified**

Dollar Amount Of First Monthly Payment Which Is Purchased With Each \$1,000 Applied				
Single Life Annuities				
Age	15 Year Access Period	20 Year Access Period	25 Year Access Period	30 Year Access Period
60	\$ 3.84	\$ 3.77	\$ 3.69	\$ 3.59
61	\$ 3.90	\$ 3.82	\$ 3.73	\$ 3.62
62	\$ 3.96	\$ 3.88	\$ 3.77	\$ 3.65
63	\$ 4.03	\$ 3.93	\$ 3.81	\$ 3.68
64	\$ 4.09	\$ 3.98	\$ 3.85	\$ 3.71
65	\$ 4.16	\$ 4.04	\$ 3.89	\$ 3.74
66	\$ 4.23	\$ 4.09	\$ 3.93	\$ 3.77
67	\$ 4.30	\$ 4.15	\$ 3.97	\$ 3.80
68	\$ 4.38	\$ 4.20	\$ 4.01	\$ 3.84
69	\$ 4.46	\$ 4.26	\$ 4.05	\$ 3.87
70	\$ 4.53	\$ 4.32	\$ 4.09	\$ 3.90
71	\$ 4.61	\$ 4.37	\$ 4.13	\$ 3.93
72	\$ 4.69	\$ 4.42	\$ 4.17	\$ 3.95
73	\$ 4.78	\$ 4.48	\$ 4.22	\$ 3.97
74	\$ 4.86	\$ 4.53	\$ 4.26	\$ 3.99
75	\$ 4.94	\$ 4.59	\$ 4.31	\$ 4.00
Joint And Full To Survivor Annuities				
Joint Age	15 Year Access Period	20 Year Access Period	25 Year Access Period	30 Year Access Period
60	\$ 3.54	\$ 3.53	\$ 3.50	\$ 3.45
61	\$ 3.59	\$ 3.57	\$ 3.54	\$ 3.48
62	\$ 3.64	\$ 3.62	\$ 3.58	\$ 3.52
63	\$ 3.70	\$ 3.67	\$ 3.62	\$ 3.55
64	\$ 3.76	\$ 3.72	\$ 3.66	\$ 3.58
65	\$ 3.81	\$ 3.77	\$ 3.70	\$ 3.62
66	\$ 3.88	\$ 3.82	\$ 3.75	\$ 3.66
67	\$ 3.94	\$ 3.88	\$ 3.79	\$ 3.69
68	\$ 4.01	\$ 3.93	\$ 3.83	\$ 3.73
69	\$ 4.08	\$ 3.99	\$ 3.88	\$ 3.77
70	\$ 4.15	\$ 4.05	\$ 3.92	\$ 3.81
71	\$ 4.22	\$ 4.11	\$ 3.97	\$ 3.84
72	\$ 4.30	\$ 4.17	\$ 4.02	\$ 3.87
73	\$ 4.38	\$ 4.22	\$ 4.07	\$ 3.89
74	\$ 4.46	\$ 4.29	\$ 4.13	\$ 3.91
75	\$ 4.54	\$ 4.35	\$ 4.17	\$ 3.94

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

Variable Annuity Payment Option Rider

This rider is made a part of the Contract to which it is attached. Except as stated in this rider, it is subject to the provisions contained in the Contract. Coverage under this rider begins on the Rider Date as shown on the Contract Benefit Data pages. This optional rider makes a variable annuity payment option available that provides variable Periodic Income Payments. If the Owner elects to receive variable Periodic Income Payments under this rider, then either (a) the Mortality and Expense Risk and Administrative Charge will increase as shown on the Contract Benefit Data pages subject to the maximum charge described herein, or (b) a VAPOR Rider Charge for this rider will be shown on the Contract Benefit Data pages subject to the maximum charge described herein. During the Access Period, the Owner may make Withdrawals or surrender the Contract for its Surrender Value subject to the terms and conditions of this rider. Any Death Benefit option in effect prior to the Periodic Income Commencement Date will be terminated.

Maximum Mortality and Expense Risk and Administrative Charge, including any VAPOR Rider Charge: [2.35%]

Definitions

Access Period

The length of time selected by the Owner as shown on the Contract Benefit Data pages. The Access Period begins on the Periodic Income Commencement Date shown on the Contract Benefit Data pages. If this rider is elected by a beneficiary to settle a death claim, Access Periods that extend beyond the beneficiary's life expectancy as determined by Section 72(s) of the Internal Revenue Code, as amended, will not be allowed.

Account Value

On the Rider Date, the Contract Value under the Contract will be referred to as the Account Value. On each subsequent Valuation Date during the Access Period, the Account Value will equal the sum of the values of the Variable Subaccounts attributable to the Contract plus the sum of the values of the Fixed Account(s) attributable to the Contract. State and local government premium tax, if applicable, will be deducted from the Account Value when incurred by Us, or at another time of Our choosing. Periodic Income Payments made during the Access Period are deducted from the Account Value. At the end of the Access Period, there will no longer be an Account Value.

Annual Effective Rate of Interest

The daily equivalent of the weighted average of all rates of interest credited to values allocated to the Fixed Account during the Lifetime Income Period.

Annuitant

The person upon whose life the Periodic Income Payments will be contingent. The Contract may only have one Annuitant on and after the Rider Date. The Annuitant may not be changed on and after the Rider Date.

Annuity Factor

The Annuity Factor is based upon the age and sex of the Annuitant; the age and sex of the Secondary Life, if applicable; the Periodic Income Payment Mode; the length of time remaining in the Access Period; the Assumed Investment Return and when applicable, the A2000 Individual Annuity Mortality Table, modified.

Assumed Investment Return

The assumed return used in calculating the Periodic Income Payments. This assumed return is selected by the Owner on the Rider Date and is shown on the Contract Benefit Data pages.

Guaranteed Income Benefit (“GIB”)

The minimum amount payable for each Periodic Income Payment made under a Variable Annuity Payment Option Rider. The GIB is provided by another rider that We may offer at an additional charge. If a GIB has been elected, a rider describing the determination of the minimum amount payable for each Periodic Income Payment is attached to the Contract.

In Writing (Written Request, Written Notice)

With respect to any notice or request to Us, this term means a written form satisfactory to Us signed by the Owner and received at our Home Office. With respect to any notice from Us to the Owner or any other person, this term means a written notice by ordinary mail to such person at the most recent address in our records.

Lifetime Income Period

The period that begins after the Access Period, provided the Annuitant or the Secondary Life, if any, is still living and the Contract has not been surrendered. This period will then continue for as long as the Annuitant is living. For a joint life payout, this period will continue for as long as the Annuitant or Secondary Life is living.

Periodic Income Payment

The variable periodic income payment amounts paid under this rider to an Owner, or an Owner’s designee. At the time this rider is elected, an Owner must select one of the following Periodic Income Payment Modes: monthly, quarterly, semi-annually or annually. The Initial Periodic Income Payment Mode selected is shown on the Contract Benefit Data pages. Unless the GIB is in effect, the Owner may change the Periodic Income Payment Mode once per Contract Year by sending written notice to Us. A change to the Periodic Income Payment Mode will be effective on the next Periodic Income Commencement Date anniversary.

Periodic Income Commencement Date

The Valuation Date on which the Initial Periodic Income Payment under this rider is calculated. The due date of the Initial Periodic Income Payment will be no more than 14 calendar days after the Periodic Income Commencement Date. The Periodic Income Commencement Date is shown on the Contract Benefit Data pages.

Secondary Life

The Secondary Life, if any, is the person in addition to the annuitant designated by the Owner upon whose life the Periodic Income Payments will also be contingent during the Lifetime Income Period. The designation of a Secondary Life results in a joint life payout. The Secondary Life must be designated prior to the Rider Date and may not be changed after the Rider Date.

Surrender Value

During the Access Period, the Surrender Value is the Account Value less any applicable Contingent Deferred Sales Charge (may also be referenced as Surrender Charge) and, if applicable, any Interest Adjustment (may also be referenced as Market Value Adjustment). The Contract and this rider will terminate upon payment of the full Surrender Value.

We, Us, and Our

The Lincoln National Life Insurance Company.

Withdrawals

Additional amounts other than Periodic Income Payments from the Account Value requested In Writing by the Owner.

The Access Period

If the Periodic Income Payment Mode is not annual, an Owner may elect to adjust the Periodic Income Payments on a Periodic Income Payment modal basis or on an annual basis ('LevelPay'). If this election is not made prior to the Rider Date, Periodic Income Payments will be adjusted on a LevelPay basis.

Determination of the Initial Periodic Income Payment

The Initial Periodic Income Payment is determined by dividing the Account Value as of the Periodic Income Commencement Date by 1000 and multiplying this result by an Annuity Factor and is shown on the Contract Benefit Data pages. The Owner may not make any Purchase Payments to the Contract after the Periodic Income Commencement Date.

Determination of Subsequent Periodic Income Payments

If Periodic Income Payments are adjusted on a Periodic Income Payment modal basis, then each subsequent Periodic Income Payment will be determined by dividing the Account Value as of the Valuation Date for the due date of a Periodic Income Payment by 1000 and multiplying this result by a applicable Annuity Factor.

If Periodic Income Payments are adjusted on a LevelPay basis, then each Periodic Income Payment due on the anniversary of the Initial Periodic Income Payment Date will be determined by dividing the Account Value as of the Valuation Date for that Periodic Income Payment by 1000 and multiplying this result by the applicable Annuity Factor. Periodic Income Payments made between anniversaries of the Initial Periodic Income Payment Date will be equal to the Periodic Income Payment calculated as of the prior anniversary (this includes the Initial Periodic Income Payment Date), unless there is a Withdrawal. If a Withdrawal is taken, the next Periodic Income Payment will be determined by dividing the Account Value as of the Valuation Date for that Periodic Income Payment by 1000 and multiplying this result by the applicable Annuity Factor. Any subsequent Periodic Income Payments due after the Withdrawal and prior to the next anniversary of the Initial Periodic Income Payment Date will be equal to the Periodic Income Payment determined immediately following the Withdrawal.

At the end of the Access Period, any remaining Account Value will be applied to continue the Periodic Income Payment for the Lifetime Income Period. There will no longer be an Account Value after the Access Period.

Effect of Death on Periodic Income Payments

Upon the death of an Owner, and upon an election to continue Periodic Income Payments in accordance with the Variable Annuity Death Benefit Rider, Periodic Income Payments will continue for the remainder of the Access Period and then, if there is a surviving Annuitant or Secondary Life, for the Lifetime Income Period. In any event, if full payment of the Death Benefit is not made upon the death of the Owner, Periodic Income Payments will continue to be paid at least as rapidly as they were being distributed prior to such death. If any Owner is a non-natural person, the death of the Annuitant or Secondary Life will be treated as the death of an Owner.

Upon notification to Us of the death of the Annuitant, and upon an election to continue Periodic Income Payments in accordance with the Death Benefit Rider, Periodic Income Payments will then continue for the remainder of the Access Period and then, if there is a surviving Secondary Life, for the Lifetime Income Period. If there is not a surviving Secondary Life, an Access Period will be calculated as of the date of death to ensure that the Periodic Income Payments conform to Section 72 of the Internal Revenue Code (Code).

Upon notification to Us of the death of the Secondary Life, and upon an election to continue Periodic Income Payments in accordance with the Death Benefit Rider, Periodic Income Payments will continue for the remainder of the Access Period and then, if the Annuitant is still surviving, for the Lifetime Income Period. If there is not a surviving Annuitant, an Access Period will be calculated as of the date of death to ensure that the Periodic Income Payments conform to Section 72 of the Code.

How to Change the Access Period

During the Access Period and subject to Our acceptance, the Owner may change the Access Period by Written Request once per Contract Year, within the minimum and maximum periods allowed at the time of change. A change to the Access Period will be effective on the next Periodic Income Commencement Date anniversary. If the Access Period is changed, Periodic Income Payments after the effective date of the change will be adjusted accordingly.

The Lifetime Income Period

Periodic Income Payments from the Fixed Account during Lifetime Income Period

The first Periodic Income Payment from the Fixed Account following the end of the Access Period will be determined by first dividing the Account Value, if any, in the Fixed Account as of the last Valuation Date of the Access Period by 1000 and multiplying the result by the applicable Annuity Factor.

Each subsequent Periodic Income Payment from the Fixed Account will be determined by multiplying the prior Periodic Income Payment from the Fixed Account by 'A' divided by 'B', where

'A' is the 'Interest Adjustment Factor' of $(1+i)^{n/365}$, with 'i' equal to an Annual Effective Rate of Interest not less than 0%, and 'n' equal to the number of days since the Valuation Date of the prior modal Periodic Income Payment, and

'B' is $(1 + \text{Assumed Investment Return})^{n/365}$, with 'n' equal to the number of days since the Valuation Date of the prior modal Periodic Income Payment.

Periodic Income Payments from the Variable Account during Lifetime Income Period

The first Periodic Income Payment from the Variable Account following the end of the Access Period will be determined by first dividing the Account Value in each Variable Subaccount as of the last Valuation Date of the Access Period by 1000 and multiplying the result by the applicable Annuity Factor. The result for each Variable Subaccount will be divided by the Annuity Unit value for the respective Variable Subaccount as of the last Valuation Date of the Access Period to determine the initial number of Annuity Units per payment per Variable Subaccount for subsequent Periodic Income Payments.

Subsequent Periodic Income Payments will be determined by multiplying the resulting number of Annuity Units per payment per Variable Subaccount by the Annuity Unit value for the respective Variable Subaccount on the Valuation Date of each subsequent Periodic Income Payment, and summing the results.

The Annuity Unit value for any Valuation Period for any Variable Subaccount is determined by multiplying the Annuity Unit value for the immediately preceding Valuation Period by 'C' divided by 'D', where:

'C' is a Variable Subaccount's Accumulation Unit value as of the end of the current Valuation Period divided by the Accumulation Unit value of the same Variable Subaccount as of the end of the immediately preceding Valuation Period, and

'D' is $(1 + \text{Assumed Investment Return})^{n/365}$, where 'n' is the number of days in the current Valuation Period.

Payments Adjusted on a LevelPay Basis during Lifetime Income Period

If Periodic Income Payments are adjusted annually but the Periodic Income Payment Mode is not annual ('LevelPay'), then the Periodic Income Payments are calculated by first determining the amount that would be paid on an annual Periodic Income Payment Mode basis as described in the Periodic Income Payments from the Fixed Account during Lifetime Income Period and Periodic Income Payments from the Variable Account during Lifetime Income Period provisions above.

Any resulting annual amount determined under the Periodic Income Payments from the Variable Account during Lifetime Income Period provision is first transferred from the Variable Account to the General Account. The annual amount(s) are then converted into modal Periodic Income Payments by dividing the annual amount by 1000 and multiplying by a one year Annuity Factor reflecting the age(s) and sex(es) of the Annuitant (and Secondary Life); the Periodic Income Payment Mode; an annual effective rate of interest not less than 0%; and the A2000 Individual Annuity Mortality Table, modified.

Effect of Death during the Lifetime Income Period

Upon the death of any Owner that is not an Annuitant or Secondary Life, the Periodic Income Payments will continue for as long as the Annuitant or the Secondary Life, if applicable, is living.

Upon the death of any Owner that is an Annuitant or Secondary Life, the provision below regarding the death of the Annuitant or Secondary Life will apply.

Upon the death of the Annuitant, if a Secondary Life was not designated or the Secondary Life is no longer surviving, the Periodic Income Payments will cease and the Contract and this rider will terminate. If a Secondary Life was designated and is still surviving, the Periodic Income Payments may be suspended until the death claim is approved as described in the Contract. Upon approval, a lump-sum payment for the value of any suspended payments, as of the date the death claim is approved, will be made and the Periodic Income Payments will continue for as long as the Secondary Life continues to live.

Upon the death of the Secondary Life, if the Annuitant is no longer surviving, the Periodic Income Payments will cease and the Contract and this rider will terminate. If the Annuitant is still surviving the Periodic Income Payments may be suspended until the death claim is approved as described in the Contract. Upon approval, a lump-sum payment for the value of any suspended payments, as of the date the death claim is approved, will be made and the Periodic Income Payments will continue for as long as the Annuitant continues to live.

Mortality and Expense Risk and Administrative Charge

While this rider is in effect, the maximum Mortality and Expense Risk and Administrative Charge and VAPOR Rider Charge, if applicable, deducted from the Variable Account for the Contract and this rider is as shown above. Other riders that become part of the Contract are not included within this maximum Charge.

Purchase Payments

While this rider is in effect, the Owner may not make any Purchase Payments to the Contract after the Periodic Income Commencement Date.

Withdrawals

During the Access Period, an Owner (or the recipient of the rights of ownership if any Owner is deceased) may make Withdrawals of amounts up to the Surrender Value. Withdrawals will be subject to the terms of the Withdrawal provisions and if applicable, the Contingent Deferred Sales Charge and Interest Adjustment provisions of the Contract for Withdrawals occurring prior to the Annuity Commencement Date.

Withdrawals will immediately reduce the Account Value and will reduce subsequent Periodic Income Payments. Withdrawals are not allowed after the Access Period.

Surrenders

During the Access Period, an Owner (or the recipient of the rights of ownership if any Owner is deceased) may surrender the Contract for the Surrender Value. Except as stated in this provision, a surrender of the Contract will be subject to the terms of the Surrender provisions and if applicable, the Contingent Deferred Sales Charge and Interest Adjustment provisions of the Contract which apply to surrenders taken prior to the Annuity Commencement Date. If the Contract is surrendered, no further Periodic Income Payments will be made and the Contract and this rider will terminate.

Transfers

An Owner (or the recipient of the rights of ownership if any Owner is deceased) may direct a transfer between the Variable Subaccounts and/or the Fixed Account(s) of any portion of the Account Value, subject to the terms of the Transfer provisions which apply to transfers taken prior to the Annuity Commencement Date.

Transfers between the Variable Subaccounts during the Lifetime Income Period will result in the selling of Annuity Units from one Variable Subaccount and the purchase of Annuity Units from the other Variable Subaccount, at the current Annuity Unit values. These Annuity Units will then represent the number of annuity units per payment from the Variable Subaccount.

Transfers from the Fixed Account to the Variable Account are not permitted after the Access Period. Transfers from the Variable Account to the Fixed Account after the Access Period may occur only on the Valuation Date of a Periodic Income Payment.

Persistency Credits

Persistency Credits, if any, will be paid in to the Contract during the Access Period subject to the terms of the Persistency Credits provision of the Contract. Persistency Credits, if any, will terminate after the Access Period.

Waiver of Contingent Deferred Sales Charges

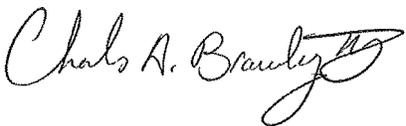
Contingent Deferred Sales Charges, if any, will be waived during the Access Period subject to the terms of the Waiver of Contingent Deferred Sales Charges section of the Contract for withdrawals taken prior to the Annuity Commencement Date.

General

Termination of this Rider

This rider will terminate upon termination of the Contract to which this rider is attached.

The Lincoln National Life Insurance Company


Charles A. Brawley, III, Secretary

**Annuity Purchase Rates
Under a Variable Annuity Payment Option Rider
With a 3.0% Assumed Investment Return
A2000 Individual Annuity Mortality Table, modified**

Dollar Amount Of First Monthly Payment Which Is Purchased With Each \$1,000 Applied				
Single Life Annuities				
Age	15 Year Access Period	20 Year Access Period	25 Year Access Period	30 Year Access Period
60	\$ 3.84	\$ 3.77	\$ 3.69	\$ 3.59
61	\$ 3.90	\$ 3.82	\$ 3.73	\$ 3.62
62	\$ 3.96	\$ 3.88	\$ 3.77	\$ 3.65
63	\$ 4.03	\$ 3.93	\$ 3.81	\$ 3.68
64	\$ 4.09	\$ 3.98	\$ 3.85	\$ 3.71
65	\$ 4.16	\$ 4.04	\$ 3.89	\$ 3.74
66	\$ 4.23	\$ 4.09	\$ 3.93	\$ 3.77
67	\$ 4.30	\$ 4.15	\$ 3.97	\$ 3.80
68	\$ 4.38	\$ 4.20	\$ 4.01	\$ 3.84
69	\$ 4.46	\$ 4.26	\$ 4.05	\$ 3.87
70	\$ 4.53	\$ 4.32	\$ 4.09	\$ 3.90
71	\$ 4.61	\$ 4.37	\$ 4.13	\$ 3.93
72	\$ 4.69	\$ 4.42	\$ 4.17	\$ 3.95
73	\$ 4.78	\$ 4.48	\$ 4.22	\$ 3.97
74	\$ 4.86	\$ 4.53	\$ 4.26	\$ 3.99
75	\$ 4.94	\$ 4.59	\$ 4.31	\$ 4.00
Joint And Full To Survivor Annuities				
Joint Age	15 Year Access Period	20 Year Access Period	25 Year Access Period	30 Year Access Period
60	\$ 3.54	\$ 3.53	\$ 3.50	\$ 3.45
61	\$ 3.59	\$ 3.57	\$ 3.54	\$ 3.48
62	\$ 3.64	\$ 3.62	\$ 3.58	\$ 3.52
63	\$ 3.70	\$ 3.67	\$ 3.62	\$ 3.55
64	\$ 3.76	\$ 3.72	\$ 3.66	\$ 3.58
65	\$ 3.81	\$ 3.77	\$ 3.70	\$ 3.62
66	\$ 3.88	\$ 3.82	\$ 3.75	\$ 3.66
67	\$ 3.94	\$ 3.88	\$ 3.79	\$ 3.69
68	\$ 4.01	\$ 3.93	\$ 3.83	\$ 3.73
69	\$ 4.08	\$ 3.99	\$ 3.88	\$ 3.77
70	\$ 4.15	\$ 4.05	\$ 3.92	\$ 3.81
71	\$ 4.22	\$ 4.11	\$ 3.97	\$ 3.84
72	\$ 4.30	\$ 4.17	\$ 4.02	\$ 3.87
73	\$ 4.38	\$ 4.22	\$ 4.07	\$ 3.89
74	\$ 4.46	\$ 4.29	\$ 4.13	\$ 3.91
75	\$ 4.54	\$ 4.35	\$ 4.17	\$ 3.94

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

STATEMENT OF VARIABILITY

The Lincoln National Life Insurance Company

Variable Annuity Payment Option Rider: **I4LA-NQ(8-10)**

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 us for new contracts only. The use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Factors that affect our determination of current pricing include reserving guidelines, required capital guidelines, internal capital guidelines, internal profit targets, cost of benefit hedging, expectations of policyholder behavior and commission expenses.

Maximum Mortality and Expense Risk and Administrative Charge, including any VAPOR Rider Charge: [2.35%]

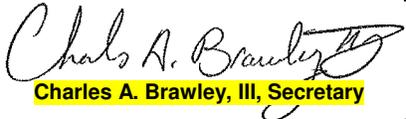
RANGE (Guaranteed Maximum Total Charge)

Minimum = 0.95%

Maximum = 3.00%

EXPLANATION: Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions.

The Lincoln National Life Insurance Company


[Charles A. Brawley, III, 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

Variable Annuity Payment Option Rider: **I4LA-Q(8-10)**

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 us for new contracts only. The use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Factors that affect our determination of current pricing include reserving guidelines, required capital guidelines, internal capital guidelines, internal profit targets, cost of benefit hedging, expectations of policyholder behavior and commission expenses.

Maximum Mortality and Expense Risk and Administrative Charge, including any VAPOR Rider Charge: [2.35%]

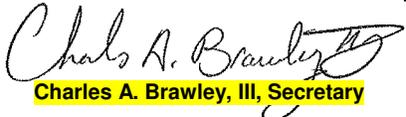
RANGE (Guaranteed Maximum Rider Charge)

Minimum = 0.95%

Maximum = 3.00%

EXPLANATION: Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions.

The Lincoln National Life Insurance Company


[Charles A. Brawley, III, 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.

VARIABLE ANNUITY LIVING BENEFITS RIDER

Rider Date: [August 30, 2010]

Guaranteed Maximum Rider Charge: [2.00%]

Initial Rider Charge: [1.05%]

Measuring Life Option: [Single]

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

Summary of Rider Provisions

Guaranteed Minimum Withdrawal Benefit (GMWB): This Provision provides that the Owner may withdraw, each Benefit Year, an amount up to [the greater of the Annual Income ("AI") or] the Guaranteed Annual Income ("GAI"), for the lifetime(s) of the Measuring Life(s), if certain conditions are met as described. The GAI is a percentage of the Income Base that may change over time. [The AI is a percentage of the Contract Value at the beginning of a Benefit Year.]

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

Variable Annuity Payment Option Rider Eligibility Restriction

The Owner may not elect to begin receiving variable Periodic Income Payments payable under the Variable Annuity Payment Option Rider ("VAPOR") attached to this Contract unless (a) this Rider has terminated, or (b) [the VAPOR Rider Date is at least [twelve (12) months] after the Rider Date and] the GIB Provision of this Rider is concurrently effective. Once the Owner has elected to begin receiving variable Periodic Income Payments payable under VAPOR and the GIB Provision of this Rider is concurrently effective, the VAPOR may not be terminated as long as this Rider remains in force.

Additional Purchase Payment Restriction

Subject to the Maximum Income Base limit and any further limitations stated in the Contract to which this Rider is attached, cumulative additional Purchase Payments after the first Benefit Year may not exceed [\$100,000] without prior Home Office approval. No additional Purchase Payments will be accepted after the Company has approved a request for the Nursing Home GAI Rate. If the Contract Value is \$0, then no additional Purchase Payments will be accepted. No additional Purchase Payments will be accepted after VAPOR and the GIB Provision are effective.

Allocation Restriction

While this Rider is in effect, the Fixed Account and/or Variable Subaccounts available for allocation may be limited if the Allocation Amendment is attached to this Rider and the Contract.

DEFINITIONS

Annuitant is the natural person used to determine the benefits if the Measuring Life Option is Single. The Annuitant is one of two natural persons used to determine the benefits if the Measuring Life Option is Joint. The Contract may only have one Annuitant. The Annuitant may not be changed while this Rider is In Force.

Benefit Year is applicable only while the GMWB Provision is in effect. It means each 12 month period starting with the Rider Date and each Rider Date anniversary thereafter. A Rider Date anniversary is the same calendar day as the Rider Date, each calendar year, if such date is a Valuation Date. If in any calendar year, such calendar day is not a Valuation Date, the Rider Date anniversary shall be the first Valuation Date following such calendar day.

Company, We, Us, and Our refer to The Lincoln National Life Insurance Company.

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

Measuring Life is a natural person used to determine the benefits under this Rider. Measuring Life includes any Annuitant, Owner, Joint Owner, and Secondary Life.

Measuring Life Option indicates how many natural persons are used to determine the benefits under this Rider. Under the Single Measuring Life Option, the Annuitant is used to determine the benefits under this Rider. Under the Joint Measuring Life Option, the Annuitant and the Secondary Life are used to determine the benefits under this Rider. The Measuring Life Option may not be changed after the Rider Date.

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

Secondary Life is the second natural person, if any, used to determine the benefits under this Rider if the Measuring Life Option is Joint. On the Rider Date any Secondary Life must be the Annuitant's Spouse. The Secondary Life may not be changed while this Rider is In Force.

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

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

Withdrawal is the gross amount of a Withdrawal before any applicable charges and/or Interest Adjustment/Market Value Adjustment. While the GMWB Provision is in effect, Withdrawals are Conforming Withdrawals or Excess Withdrawals. While the GIB Provision and VAPOR are in effect, Withdrawals are all additional amounts from the Account Value requested by the Owner, other than Periodic Income Payments, and shall be treated as Excess Withdrawals. [Any Withdrawal that otherwise is a Conforming Withdrawal, but that is not made payable to the Owner or the Owner's bank account, will be treated as an Excess Withdrawal.]

Conforming Withdrawals are all Withdrawals to the extent that the cumulative amount withdrawn (including the current Withdrawal) from the Contract in that Benefit Year is equal to or less than the [greater of the AI or] GAI. If the Owner receives only Systematic RMD during a Benefit Year, all Systematic RMD during that Benefit Year will be treated as Conforming Withdrawals. However, if a Withdrawal other than Systematic RMD occurs during a Benefit Year, then this Withdrawal and any subsequent Withdrawals, including Systematic RMD, will be treated as Excess Withdrawals to the extent that the cumulative amount withdrawn in that Benefit Year exceeds the [greater of the AI or] GAI.

Excess Withdrawals are all Withdrawals to the extent that the cumulative amount withdrawn (including the current Withdrawal) from the Contract in that Benefit Year exceeds the Conforming Withdrawal. If the current [AI Rate is zero and] GAI Rate is zero, all Withdrawals are Excess Withdrawals.

GUARANTEED MINIMUM WITHDRAWAL BENEFIT

GMWB Provision Data

Enhancement Rate (to the Income Base): [5]%

Enhancement Period: [10] Years

[One Time Step-Up Percentage (of the Income Base): [200]%]

Income Base

The Income Base is the value used to calculate the GAI, the Rider Charges, and the initial GIB.

Initial Income Base

If the Rider Date is the Contract Date, then the Initial Income Base will be equal to the initial Purchase Payment. If the Rider Date is after the Contract Date, then the Initial Income Base will be equal to the Contract Value on the Rider Date.

Maximum Income Base

The Income Base is subject to a \$[10,000,000] maximum of the combined Income Base (including any Guaranteed Amount) values for all Company annuity contracts and annuity riders, including annuity contracts with an affiliated company, for which the Annuitant and Secondary Life, if applicable, is a Measuring Life.

Adjustment (to the Income Base) for Additional Purchase Payments

If an additional Purchase Payment is accepted, the Income Base will be increased to equal the additional Purchase Payment plus the Income Base immediately prior to receipt of the additional Purchase Payment.

Additional Purchase Payments may affect the Rider Charge pursuant to the GMWB Rider Charge section below.

Adjustment (to the Income Base) for Withdrawals

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

Adjustment (to the Income Base) on Rider Date Anniversary

On each Rider Date anniversary, the Income Base may be increased by Enhancement, Automatic Annual Step-Up[, or One Time Step-Up].

If the Rider Charge rate is increased in connection with an increase to the Income Base, the Owner may decline the increase by Notice to the Company within 30 days of the effective date of the increase. If the Owner does decline the increase, the Income Base will be reduced to the Income Base on the Valuation Date immediately prior to the increase, subject to adjustments for Withdrawals and additional Purchase Payments. If the Owner does not decline the increase to the Income Base, the increase to the Income Base will be deemed accepted by the Owner.

Automatic Annual Step-Up (of the Income Base)

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

On each Rider Date anniversary, an Automatic Annual Step-Up will occur only if all the following conditions are satisfied:

- a) All Measuring Lives as of that Valuation Date are under age [86], and
- b) The Contract Value as of that Valuation Date is greater than the Income Base, and
- c) The Automatic Annual Step-Up would increase the Income Base at least as much as an Enhancement [or One Time Step-Up], if any, that may occur on such Rider Date anniversary.

Upon an Automatic Annual Step-Up, the Rider Charge rate will be changed to the Rider Charge rate currently in effect, subject to the Guaranteed Maximum Rider Charge.

Future Automatic Annual Step-Ups may occur after declining an Automatic Annual Step-Up. However, declining an Automatic Annual Step-Up violates condition (e) of the Enhancement Provision [and condition (b) of the One Time Step-Up Provision], below. The Enhancement Provision can be reinstated by accepting a future Automatic Annual Step-Up. [The One Time Step-Up Provision can not be reinstated.]

Enhancement (to the Income Base)

On each Rider Date anniversary, the Income Base will automatically be increased by an amount equal to the Income Base less any Purchase Payment accepted in the preceding Benefit Year (except any Purchase Payment accepted within the first 90 days after the Rider Date), times the Enhancement Rate if all of the following conditions are satisfied:

- a) The preceding Benefit Year is during the Enhancement Period, which begins on the Rider Date[and restarts upon an Automatic Annual Step-Up].
- b) No Withdrawal occurred in the preceding Benefit Year.
- c) All Measuring Lives are under age [86].
- d) The Enhancement would increase the Income Base more than an Automatic Annual Step-Up [or at least as much as a One Time Step-Up,] if any, that may occur on such Rider Date anniversary.
- e) The Owner has accepted the most recent Automatic Annual Step-Up, if an Automatic Annual Step-Up has occurred.

[After the initial Enhancement Period (which begins on the Rider Date and ends after the Enhancement Period shown in the GMWB Provision Data), upon an Enhancement the Rider Charge rate may increase to the rate currently in effect, subject to the Guaranteed Maximum Rider Charge.

Future Enhancements may occur after declining an Enhancement.]

One Time Step-Up (of the Income Base)

Upon a One Time Step-Up, the Income Base is increased to the sum of (i) Initial Income Base, plus (ii) Purchase Payments accepted by the Company within 90 days after the Rider Date, less (iii) any Conforming Withdrawals after the Rider Date ((i)+(ii)-(iii)), times the One Time Step-Up Percentage shown in the GMWB Provision Data.

The One Time Step-Up occurs once, on the later of (i) the [10th] Rider Date anniversary, or (ii) the Rider Date anniversary after the [75th] birthday of the younger or surviving Measuring Life.

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

- a) The One Time Step-Up would not be an increase of the Income Base, or
- b) Any Automatic Annual Step-Up has been declined by the Owner, or
- c) An Automatic Annual Step-Up or Enhancement would increase the Income Base more than the One Time Step-Up, or
- d) Any Excess Withdrawals have occurred, or
- e) The total amount of Conforming Withdrawals between the Rider Date and the date of the One Time Step-Up is greater than [10]% of the initial Income Base plus Purchase Payments accepted by the Company within 90 days after the Rider Date.

Guaranteed Annual Income (GAI) Amount

The GAI is an amount that may be withdrawn from the Contract by the Owner each Benefit Year as a Conforming Withdrawal. On the later of (a) the Rider Date, or (b) the first Valuation Date the GAI Rate is above 0%, the initial GAI is set equal to the Income Base times the GAI Rate. The GAI and GAI Rate will be set and may be reset as described below. As long as the GAI is not reduced to \$0, then the GAI may be withdrawn during the lifetime(s) of all Measuring Lives.

The GAI Rate is the rate used to determine the GAI. The GAI Rate varies as shown in the GAI Rate Table, and is determined as described below.

GAI Rate Table

GAI Rate Table – Single Measuring Life Option		GAI Rate Table – Joint Measuring Life Option	
Age of Measuring Life	GAI Rate	Age of Younger or Surviving Measuring Life	GAI Rate
0 – 54	0.0%	0 – 54	0.0%
55 – under 59.5	4.0%	55– 64	4.0%
59.5 +	5.0%	65 +	5.0%
Nursing Home GAI Rate	10.0%	Nursing Home GAI Rate	10.0%

Maximum GAI

The combined GAI (including any Maximum Annual Withdrawal amount, or “MAW”) for all Company annuity contracts, including annuity contracts with an affiliated company, for which the Annuitant and Secondary Life, if applicable, is a Measuring Life, is subject to a maximum of the GAI Rate times the Maximum Income Base.

Setting and Resetting of GAI Rate

Before the first Withdrawal after the initial GAI is determined, the GAI Rate will be as shown in the GAI Rate Table, based upon the age of the Measuring Life. Upon the first Withdrawal after the initial GAI is determined, the GAI Rate will be set based upon the age of the Measuring Life as of the date of the Withdrawal. The GAI will be equal to the Income Base times the set GAI Rate. After the GAI Rate is set, the GAI Rate will not change, except as described below.

If after the GAI Rate is set, an Automatic Annual Step-Up occurs and is accepted by the Owner, the GAI Rate will be reset based upon the age of the Measuring Life on the Rider Date anniversary, as shown in the GAI Rate Table. Upon a GAI Rate reset, the GAI will be equal to the Income Base times the reset GAI Rate.

If the Measuring Life Option is Joint, the GAI Rate will be set and reset based upon the age of the younger or surviving Measuring Life.

Adjustment (to the GAI) for Additional Purchase Payments

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

Adjustment (to the GAI) for Withdrawals

Upon each Excess Withdrawal, the GAI applicable to the next Benefit Year will decrease to equal the Income Base after the Excess Withdrawal times the set GAI Rate. If the Income Base after the Excess Withdrawal equals \$0, this Rider will terminate and this Contract will be deemed surrendered.

Upon each Conforming Withdrawal, the GAI will remain unchanged.

Adjustment (to the GAI) for Increase to Income Base

The GAI will reset on the Valuation Date of an increase to the Income Base to equal the increased Income Base times the set GAI Rate. If the Income Base increased because of an Automatic Annual Step-Up, a higher GAI Rate may apply, pursuant to the Setting and Resetting of GAI Rate Provision, above.

If the Rider Charge rate is increased in connection with an Automatic Annual Step-Up [or Enhancement], the Owner may decline the increase by Notice to the Company within 30 days of the effective date of the increase. If the Owner does decline the increase, (a) the GAI Rate will be reduced to the GAI Rate on the Valuation Date immediately prior to the increase, and (b) the GAI will be reduced to the GAI on the Valuation Date immediately prior to the increase, subject to adjustments for Withdrawals and additional Purchase Payments.

Nursing Home GAI Rate

The Nursing Home GAI Rate is a GAI Rate that may be used to determine the GAI in a Benefit Year if a request for the Nursing Home GAI Rate is approved by Us as described herein. The Nursing Home GAI Rate is shown in the GAI Rate Table. Upon approval of a Nursing Home GAI Rate request, the GAI will be equal to the Income Base (less any additional Purchase Payments accepted within 12 months prior to the Nursing Home Measuring Life's confinement in a Nursing Home and during the Nursing Home Measuring Life's confinement in a Nursing Home prior to the Nursing Home GAI rate being requested) times the Nursing Home GAI Rate.

If no Withdrawal has been taken since the initial GAI was determined, a request for the Nursing Home GAI Rate may be submitted once the Measuring Life is at least age [65]. If the Measuring Life Option is Joint, the younger or surviving Measuring Life must be at least age [65].

If a Withdrawal has been taken since the initial GAI was determined, a request for the Nursing Home GAI Rate may be submitted after the Rider Date anniversary following the Measuring Life's [65th] birthday. If the Measuring Life Option is Joint, the request may be submitted after the Rider Date anniversary following the younger or surviving Measuring Life's [65th] birthday.

The Nursing Home GAI Rate shown in the GAI Rate Table will be the GAI Rate each Benefit Year that all of the following conditions are satisfied:

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

If the Measuring Life Option is Joint, the Nursing Home GAI Rate may be requested based upon the qualification of either Measuring Life. However, after the Company has approved a request for the Nursing Home GAI Rate, no subsequent request for the Nursing Home GAI Rate may be based upon the other Measuring Life.

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

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

Contract Value Reduces to \$0

Even if the Contract Value declines to \$0, as long as the GAI is not \$0 the GAI will continue for the lifetime(s) of the Measuring Life(s). The Owner may elect to receive the GAI at any frequency the Company offers, subject to minimum payment amount rules then in effect, but no less frequently than

annually. After the Contract Value declines to \$0, the GAI may change only as described in the Nursing Home GAI Rate section.

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

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

GAI Annuity Payment Option

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

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

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

Annual Income (AI) Amount

The AI is an amount, not to exceed the remaining Contract Value, that may be withdrawn from the Contract by the Owner each Benefit Year as a Conforming Withdrawal. On the later of (a) the Rider Date, or (b) the first Valuation Date the AI Rate is above 0%, and each subsequent Rider Date anniversary while this GMWB Provision is in effect, the AI is set equal to the Contract Value times the AI Rate. If the GAI Annuity Payment Option is elected, the AI is \$0. The AI Rate and the AI will be set and reset as described below.

The AI Rate is the rate used to determine the AI. The AI Rate varies as shown in the AI Rate Table, and is determined as described below.

AI Rate Table

Single Measuring Life Option		Joint Measuring Life Option	
Age of Measuring Life	AI Rate	Age of Younger or Surviving Measuring Life	AI Rate
0 - 54	0.0%	0 - 54	0.0%
55 - 64	5.0%	55 - 64	5.0%
65 - 79	6.0%	65 - 79	6.0%
80 +	7.0%	80 +	7.0%

Adjustment (to AI) for Additional Purchase Payments

If an additional Purchase Payment is accepted by the Company within 90 days after the Rider Date, the AI will be adjusted by the additional Purchase Payment times the AI Rate.

If an additional Purchase Payment is accepted more than 90 days after the Rider Date, the AI will not be reset until the next Rider Date anniversary.

Setting and Resetting of AI Rate

Before the first Withdrawal after the initial AI is determined, the AI Rate will be as shown in the AI Rate Table, based upon the age of the Measuring Life. Upon the first Withdrawal after the initial AI is determined, the AI Rate will be set based upon the age of the Measuring Life as of the date of the Withdrawal. The AI will be equal to the Contract Value on the most recent Rider Date anniversary times the set AI Rate. The AI Rate will be reset based upon the age of the Measuring Life on each Rider Date anniversary, as shown in the AI Rate Table. Upon an AI Rate reset, the AI will be equal to the Contract Value on the Rider Date anniversary times the reset AI Rate.

If the Measuring Life Option is Joint, the AI Rate will be set and reset based upon the age of the younger or surviving Measuring Life.

Effect of Death

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

Upon the first death of a Measuring Life if the Measuring Life Option is Joint, the Owner may continue the contract and this Rider in force under the Joint Measuring Life Option. If so continued, the GAI [and AI] will continue for the life of the surviving Measuring Life. Upon the death of the surviving Measuring Life, this Rider will terminate.

Waivers

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

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

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

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

Termination of the GMWB

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

GUARANTEED INCOME BENEFIT

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

This GIB Provision provides variable Periodic Income Payments payable under VAPOR are guaranteed not to fall below this Guaranteed Income Benefit (“GIB”).

For Non-qualified contracts, an Owner must elect to adjust the Periodic Income Payments payable under VAPOR on an annual basis (‘LevelPay’).

Eligibility Limitations

1) The commencement of Periodic Income Payments under the VAPOR is available subject to the Company’s maximum VAPOR age limits. If the Measuring Life Option is Joint, the younger Measuring Life’s age shall be applicable to this requirement.

2) The commencement of Periodic Income Payments under the VAPOR is available subject to the Company’s minimum Access Period limits. The minimum Access Period is the greater of (a) and (b), where:

(a) is ‘X’ years, and

(b) is ‘Y’ years minus the Measuring Life’s age nearest birthday on the VAPOR Rider Date, where

If the VAPOR Rider Date is before the [5th] Rider Date anniversary, X is [20] and Y is [90]. If the VAPOR Rider Date is on or after the [5th] Rider Date anniversary, X is [15] and Y is [85]. If the Measuring Life Option is Joint, the younger Measuring Life’s age shall be applicable to this requirement.

3) The commencement of Periodic Income Payments under the VAPOR is available subject to the Company’s Assumed Investment Rate (“AIR”) rate requirements (AIR may be referred to in the alternative as “Assumed Investment Return” or “Assumed Interest Rate”). The AIR must be [4.0]%.

GIB General

The initial GIB will be (a) the Initial GIB Percentage as shown in the Initial GIB Percentage Table, below, times (b) the Income Base minus all Conforming Withdrawals after the most recently accepted Automatic Annual Step-Up (of the Income Base) under the GMWB Provision. If no Automatic Annual Step-Up has been accepted, the initial GIB will be (a) the Initial GIB Percentage as shown in the Initial GIB Percentage Table, below, times (b) the Income Base minus all Conforming Withdrawals.

Initial GIB Percentage Table¹

Measuring Life Option: Single		Measuring Life Option: Joint	
Age of Measuring Life	Initial GIB Percentage	Age of Measuring Life ²	Initial GIB Percentage
0 – 39	2.5%	0 – 39	2.5%
40 – 54	3.0%	40 – 54	3.0%
55 – under 59.5	3.5%	55 – under 59.5	3.5%
59.5 – 64	4.0%	59.5 – 64	4.0%
65 – 69	4.5%	65 – 69	4.5%
70 – 79	5.0%	70 – 79	5.0%
80 +	5.5%	80 +	5.5%

¹ The Initial GIB Percentage Table assumes the annual Periodic Income Payment Mode. Other Periodic Income Payment Mode elections will result in a modal adjustment of the Initial GIB Percentage.

² If the Measuring Life Option is Joint, the Initial GIB Percentage will be based upon the age of the younger or surviving Measuring Life.

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

Guaranteed Income Benefit ("GIB")

The minimum amount payable for each Periodic Income Payment made under the VAPOR.

Step-up Date

A Step-up Date is the date on which a GIB Step-up may occur, pursuant to Automatic Step-up of the GIB, below.

For Non-qualified contracts, a Step-up Date is the first Valuation Date on or after the Periodic Income Commencement Date ("PICD") anniversary of each [one year] period measured from the PICD.

For Qualified contracts, the first Step-up Date is the Valuation Date of the first Periodic Income Payment in the [first] calendar year following the PICD. Subsequent Step-up Dates will be the Valuation Date of the first Periodic Income Payment in the calendar year, every subsequent [one year] period.

Automatic Step-up of the GIB (GIB Step-up)

On each Step-up Date, a GIB Step-up will occur only if [75]% of the Periodic Income Payment determined under the VAPOR on the Step-up Date is greater than the Guaranteed Income Benefit on the Valuation Date immediately prior to the Step-up Date. Upon a GIB Step-up, the GIB will automatically step-up to [75]% of the Periodic Income Payment determined under the VAPOR. If the GIB on the Valuation Date immediately prior to the Step-up Date is greater than or equal to [75]% of the Periodic Income Payment determined under the VAPOR, no GIB Step-up will occur.

On each GIB Step-up, the Rider Charge rate may be adjusted pursuant to Rider Charge during GIB Provision, below. If the Rider Charge rate is increased, the Owner may decline the GIB Step-up by Notice to the Company within 30 days of the effective date of the GIB Step-up. If the Owner does decline the GIB Step-Up, the GIB will be reduced to the GIB on the Valuation Date immediately prior to the Step-up Date, subject to adjustments for Withdrawals. If the Owner does not decline the GIB Step-up, the GIB Step-up will be deemed accepted by the Owner.

The Automatic Step-up of the GIB will occur whether or not the Owner has previously declined a GIB Step-up.

Adjustments to the GIB

Each Withdrawal will reduce the GIB in the same proportion as the amount withdrawn reduces the Account Value on the Valuation Date of the Withdrawal. Payment of a Periodic Income Payment, whether equal to the Guaranteed Income Benefit or the Periodic Income Payment determined under VAPOR, is not a Withdrawal.

An increase in the length of the Access Period will not result in an adjustment to the GIB. Any increase in the length of the Access Period is subject to a [5 year] minimum increase.

Effect of Rider Charge and GIB during Access Period

During the Access Period, Rider Charges and payment of the Periodic Income Payment, whether equal to the Guaranteed Income Benefit or the Periodic Income Payment determined under the VAPOR, reduces the Account Value.

If the Account Value is reduced to \$0, the Access Period will end and the Lifetime Income Period will begin on the Valuation Date the Account Value equals \$0. Each subsequent Periodic Income Payment during the Lifetime Income Period will be equal to the GIB, each subsequent Rider Charge will be zero, and the Effect of GIB during Lifetime Income Period and the Effect of Rider Charge during Lifetime Income Period provisions shall not apply.

Effect of GIB during Lifetime Income Period

During the Lifetime Income Period, if a Periodic Income Payment determined under the VAPOR is less than the GIB, the excess of the GIB attributable to the Variable Account over the Periodic Income Payment attributable to the Variable Account determined under the VAPOR will reduce the number of Annuity Units per Variable Subaccount payable in each subsequent Periodic Income Payment. The reduction to the number of Annuity Units per payment will be determined by: (a) divided by (b) then the result further divided by (c) where:

- (a) is the amount of the excess of the GIB attributable to the Variable Account over the Periodic Income Payment attributable to the Variable Account; and
- (b) is the applicable Annuity Factor; and
- (c) is the Annuity Unit value as of the Valuation Date of the Periodic Income Payment.

During the Lifetime Income Period, if a Periodic Income Payment determined under the VAPOR is less than the GIB, the excess of the GIB attributable to the Fixed Account over the Periodic Income Payment attributable to the Fixed Account determined under the VAPOR will reduce the resulting annual amount determined for the Fixed Account payable in each subsequent Periodic Income Payment. The reduction in the resulting annual amount determined for the Fixed Account (prior to multiplying by the Interest Adjustment Factor and dividing by the Daily Factor) will be determined by: (a) divided by (b) where:

- (a) is the amount of the excess of the GIB attributable to the Fixed Account over the Periodic Income Payment attributable to the Fixed Account; and
- (b) is the applicable Annuity Factor.

If payment of the GIB reduces both the number of Annuity Units per Variable Subaccount to zero and the resulting annual amount determined for the Fixed Account to zero during the Lifetime Income Period, then each subsequent Periodic Income Payment during the remainder of the Lifetime Income Period will be equal to the GIB. In addition, each subsequent Rider Charge will be zero.

Effect of Rider Charge during Lifetime Income Period

The Rider Charge attributable to each Variable Subaccount will reduce the number of Annuity Units per Variable Subaccount used to calculate the Periodic Income Payments during the Lifetime Income Period. The Rider Charge attributable to the Fixed Account will reduce the Periodic Income Payments during the Lifetime Income Period.

If the Rider Charge reduces both the number of Annuity Units per Variable Subaccount to zero and the resulting annual amount determined for the Fixed Account to zero during the Lifetime Income Period, then each subsequent Periodic Income Payment during the remainder of the Lifetime Income Period will be equal to the GIB. In addition, each subsequent Rider Charge will be zero.

Qualified Contracts – Variable Account

As of the end of the Access Period and on the Valuation Date of the first Periodic Income Payment of each subsequent calendar year, the Annuity Units per Variable Subaccount will be reduced to reflect the Rider Charge deduction from the Variable Subaccount.

The Annuity Units reduction reflecting the Rider Charge for the period from the end of the Access Period for the remainder of that calendar year will be determined by: (a) divided by (b) then the result further divided by (c) where:

- (a) is the pro-rated annual Rider Charge (a) for the period from the end of the Access Period for the remainder of that calendar year;
- (b) is the applicable annuity factor; and
- (c) is the Annuity Unit value as of the Valuation Date of the end of the Access Period

On the Valuation Date of the first Periodic Income Payment of each subsequent calendar year, the Annuity Units per Variable Subaccount reduction reflecting the Rider Charge will be determined by: (a) divided by (b) then the result further divided by (c) where:

- (a) is the annual Rider Charge;

- (b) is the applicable annuity factor; and
- (c) is the Annuity Unit value for each Variable Subaccount as of the Valuation Date of the first Periodic Income Payment of that calendar year.

Nonqualified Contracts – Variable Account

As of the end of the Access Period and each subsequent anniversary, the Annuity Units per Variable Subaccount will be reduced to reflect the Rider Charge deduction from the Variable Subaccount. This reduction will be determined by: (a) divided by (b) then the result further divided by (c) where:

- (a) is the annual Rider Charge;
- (b) is the applicable annuity factor; and
- (c) is the Annuity Unit value as of the Valuation Date of the first Periodic Income Payment and each subsequent anniversary.

Qualified Contracts – Fixed Account

As of the end of the Access Period and on the Valuation Date of the first Periodic Income Payment of each subsequent calendar year, the resulting annual amount determined for the Fixed Account, prior to being converted into the Periodic Income Payments, will be reduced to reflect the Rider Charge deduction from the Fixed Account.

At the end of the Access Period, the reduction in the resulting annual amount determined for the Fixed Account (prior to multiplying by the Interest Adjustment Factor and dividing by the Daily Factor) reflecting the Rider Charge for the period from the end of the Access Period for the remainder of that calendar year will be determined by: (a) divided by (b), where:

- (a) is the pro-rated annual Rider Charge for the period from the end of the Access Period for the remainder of that calendar year; and
- (b) is the applicable annuity factor.

On the Valuation Date of the first Periodic Income Payment of each subsequent calendar year, the reduction in the resulting annual amount determined for the Fixed Account (prior to being converted into the Periodic Income Payments) reflecting the Rider Charge will be determined by: (a) divided by (b), where:

- (a) is the annual Rider Charge; and
- (b) is the applicable Annuity Factor.

Nonqualified Contracts – Fixed Account

As of the end of the Access Period and each subsequent anniversary, the resulting annual amount determined for the Fixed Account (prior to being converted into the Periodic Income Payments) will be reduced to reflect the Rider Charge deduction from the Fixed Account. This reduction will be determined by: (a) divided by (b), where:

- (a) is the annual Rider Charge; and
- (b) is the applicable Annuity Factor.

Limitation on Certain Changes

The Owner may not:

- a) request a change in the Periodic Income Payment Mode, or
- b) request a decrease in the length of the Access Period.

Additional Purchase Payments

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

RIDER CHARGE

The Rider Charge rate may vary depending on the Measuring Life Option. The Initial Rider Charge annual rate is shown on Page 1 of this Rider. The Rider Charge rate may change as described, but the annual Rider Charge rate may never exceed the Guaranteed Maximum Rider Charge rate shown on Page 1 of this Rider. The quarterly Rider Charge rate is the annual Rider Charge rate divided by four.

Rider Charge during GMWB Provision

While the GMWB Provision of this Rider is in effect, a quarterly Rider Charge is deducted from the Contract Value on the first Valuation Date of every third month following the Rider Date. The amount of the quarterly Rider Charge is the quarterly Rider Charge rate times the Income Base on the Valuation Date the charge is deducted.

Quarterly Rider Charges will be deducted from each Variable Subaccount and Fixed Account on a proportional basis. A pro-rata Rider Charge will be deducted upon termination of the GMWB Provision, except if this Contract is terminated due to death. If the GMWB Provision terminates upon the election of the GIB Provision, this pro-rata Rider Charge will be deducted on the Periodic Income Commencement Date.

Any change to the Rider Charge rate will occur only on a Rider Date anniversary. The Rider Charge rate change is to the Rider Charge rate currently in effect on the Rider Date anniversary of the change, subject to the Guaranteed Maximum Rider Charge rate.

The Rider Charge rate will change due to an Automatic Annual Step-Up pursuant to the Automatic Annual Step-Up (of the Income Base) Provision, above. Any Automatic Annual Step-Up may be declined if the Rider Charge rate increased.

[The Rider Charge rate may increase due to an Enhancement after the initial Enhancement Period pursuant to the Enhancement (of the Income Base) Provision, above. Any Enhancement after the initial Enhancement Period may be declined if the Rider Charge rate increased.]

The Rider Charge rate may increase due to an additional Purchase Payment in the Benefit Year preceding the applicable Rider Date anniversary, if the cumulative total of post-first Benefit Year Purchase Payments equals or exceeds the limit shown in the Additional Purchase Payment Restriction.

[The Rider Charge rate will not increase due to an Enhancement during the initial Enhancement Period, or a One Time Step-Up.]

Rider Charge during GIB Provision

During the Access Period, the quarterly Rider Charge is deducted from the Account Value on the first Valuation Date of every third month following the PICD. The amount of the first Rider Charge under the GIB Provision is the product of (A) and (B), where:

(A) is the Rider Charge rate (quarterly) upon the termination of the GMWB Provision, and

(B) is the Income Base upon the termination of the GMWB Provision.

The quarterly Rider Charge is deducted from each Variable Subaccount and Fixed Account on a proportional basis. A pro-rata Rider Charge will be deducted upon termination of VAPOR and the GIB Provision, except if this Contract is terminated due to death.

Upon each Withdrawal, the Rider Charge will be reduced in the same proportion that the Withdrawal reduced the Account Value.

On each GIB Step-up, the Rider Charge rate will be changed to the Rider Charge rate currently in effect, subject to the Guaranteed Maximum Rider Charge shown on Page 1 of this Rider. Any Rider Charge rate adjustment will change the quarterly Rider Charge. Any change to the Rider Charge rate will be effective on the applicable GIB Step-up.

On each GIB Step-up, the amount of the Rider Charge is adjusted. The Rider Charge on each GIB Step-up shall be the previously determined Rider Charge, adjusted in proportion to any change(s) in the GIB and in the Rider Charge rate. Rider Charge adjustments upon a GIB Step-up can be represented by the

following formula: $\text{New Rider Charge} = \text{Prior Rider Charge} \times (\text{new GIB} / \text{prior GIB}) \times (\text{new Rider Charge rate} / \text{prior Rider Charge rate})$.

Pursuant to the Automatic Step-up of the GIB Provision, the Owner may decline a GIB Step-up if the Rider Charge rate is increased. Upon Our receipt of Notice from the Owner to decline a GIB Step-up, (a) the Rider Charge rate will decrease to the Rider Charge rate in effect on the Valuation Date immediately prior to the Step-up Date, and (b) the Rider Charge will decrease to the Rider Charge in effect on the Valuation Date immediately prior to the Step-up Date, subject to adjustments for Withdrawals.

During the Lifetime Income Period, the Rider Charge shall be deducted annually as described in the Effect of Rider Charge during Lifetime Income Period provisions. The Rider Charge will be attributed pro rata to the Fixed Account and each Variable Subaccount used to calculate the Periodic Income Payments.

GENERAL

GOP Death Benefit Amount

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

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

The sum of all Purchase Payments, minus all Death Benefit Reductions and any Bonus Credits. Death Benefit Reductions are made whenever a Withdrawal occurs.

For Withdrawals (a) prior to the Rider Date of the Variable Annuity Living Benefits Rider and (b) after the termination of the Variable Annuity Living Benefits Rider, Death Benefit Reductions are calculated proportionately; the percentage reduction of the Contract Value (Account Value if the VAPOR is in effect) due to the Withdrawal will be applied to the Purchase Payments as the Death Benefit Reduction.

For Withdrawals while the Variable Annuity Living Benefits Rider is in force, (a) upon Excess Withdrawals, Death Benefit Reductions are calculated proportionately; the percentage reduction of the Contract Value (Account Value if the GIB Provision is in effect) due to the Withdrawal will be applied to the Purchase Payments as the Death Benefit Reduction., and (b) upon Conforming Withdrawals, the reduction of the Contract Value (Account Value if the GIB Provision is in effect) due to the Withdrawal will be applied to the Purchase Payments as the Death Benefit Reduction.

Assignments

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

Mortality and Expense Risk and Administrative Charge

While the GMWB Provision and the Access Period of the GIB Provision and VAPOR are in effect, the Mortality and Expense Risk and Administrative Charge rates for this Contract are shown under MORTALITY AND EXPENSE RISK AND ADMINISTRATIVE CHARGE PRIOR TO THE ANNUITY COMMENCEMENT DATE in the Contract Specifications.

While the Lifetime Income Period of the GIB Provision and VAPOR are in effect, the Mortality and Expense Risk and Administrative Charge rates for this Contract shall be less than or equal to those that were applicable while the Access Period was in effect.

Termination of this Rider

The Owner may terminate this Rider upon Notice to the Company any time after the [5th] Rider Date anniversary. This Rider will terminate upon:

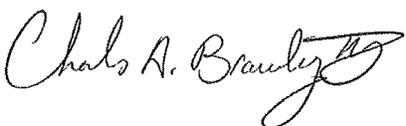
- a) the date the Contract to which this Rider is attached terminates;
- b) the date the Owner is changed due to death or pursuant to an enforceable divorce agreement or decree, except when Ownership is transferred to the surviving Secondary Life upon death of the Annuitant/Owner;
- c) the Annuity Commencement Date except under (i) VAPOR and the GIB Provision or (ii) the GAI Annuity Payment Option; and
- d) the death of the Annuitant if the Measuring Life Option is Single, or on the death of the last surviving Measuring Life if the Measuring Life Option is Joint.

If the GMWB Provision is in effect, Rider will also terminate upon the date both the Income Base and GAI equal \$0 as the result of an Excess Withdrawal.

The VAPOR Rider will also terminate on the date this Rider terminates.

Upon termination of this Rider, the benefits and charges within this Rider will terminate. A pro-rata Rider Charge will be deducted upon termination, except if this Rider is terminated due to death.

The Lincoln National Life Insurance Company


Charles A. Brawley, III, Secretary

STATEMENT OF VARIABILITY

The Lincoln National Life Insurance Company

Variable Annuity Living Benefits Rider: **AR-529(8-10)**

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 us for new contracts only. The use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

Factors that affect our determination of current pricing include reserving guidelines, required capital guidelines, internal capital guidelines, internal profit targets, cost of benefit hedging, expectations of policyholder behavior and commission expenses.

CLIENT ELECTIONS

Page 1

Rider Date: **[August 30, 2010]**

RANGE: The actual effective date of the rider.

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

Page 1

Measuring Life Option: **[Single]**

RANGE: Single or Joint

EXPLANATION: The **Measuring Life Option** reflects the number of Measuring Lives applicable to the rider.

COMPANY-DETERMINED RATES

Page 1

Guaranteed Maximum Rider Charge: **[2.00%]**

RANGE: 0.95% to 3.00%.

EXPLANATION: The **Guaranteed Maximum Rider Charge** is the highest total annual charge associated with this rider as long as the rider is in force, as determined on the Rider Date. During the GMWB phase, it is the Rider Charge rate, times the current Income Base, assessed quarterly. During the GIB phase, it is the Rider Charge rate times the final Income Base, adjusted for step-ups, rate changes, and withdrawals, assessed quarterly during the Access Period and annually during the Lifetime Income Period. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. The Guaranteed Maximum Rider Charge is determined by us, but will be the same for all contract holders of given class.

Page 1

Initial Rider Charge: **[1.05%]**

RANGE: 0.00% to 3.00% (not to exceed Guaranteed Maximum Rider Charge).

EXPLANATION: The **Initial Rider Charge** is the current annual rider charge on the Rider Date. The Rider Charge rate is determined by us, but is the same for all contract holders of a given class. It is described as Initial because it may change on future Rider Date anniversaries and GIB Step-ups as described in the Rider Charge section. We may charge 0.00% for the rider if certain risk managed fund options are selected and made available.

Page 3

Enhancement Rate (to the Income Base): [5]%

RANGE: 0% - 7%

Explanation: The **Enhancement Rate** is the minimum rate by which the Income Base grows for contract years when no withdrawals are taken and during the Enhancement Period. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. The Enhancement Rate is determined by us, but is the same for all contract holders of given class.

Page 3

Enhancement Period: [10] Years

RANGE: 5 - 20

EXPLANATION: The **Enhancement Period** is the period during which the Income Base grows by at least the Enhancement Rate for contract years when no withdrawals are taken. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. The Enhancement Period is determined by us, but is the same for all contract holders of given class.

Page 3

[One Time Step-Up Percentage (of the Income Base): [200]%]

RANGE: 150% - 300%

EXPLANATION: The **One Time Step-Up Percentage** is a multiple of the initial Income Base, to which the Income Base (adjusted for permitted withdrawals) may be adjusted after a period of time provided by the One Time Step-Up Percentage. It provides a guarantee that under specified conditions, the Income Base will have risen to a predictable level by a certain date. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. The One Time Step-Up Percentage is determined by us, but is the same for all contract holders of a given class.

Page 5

GAI Rate Table

GAI Rate Table – Single Measuring Life Option		GAI Rate Table – Joint Measuring Life Option	
Age of Measuring Life	GAI Rate	Age of Younger or Surviving Measuring Life	GAI Rate
0 – 54	0.0%	0 – 54	0.0%
55 – 59	4.0%	55 – 64	4.0%
59.5 +	5.0%	65 +	5.0%
Nursing Home GAI Rate	10.0%	Nursing Home GAI Rate	10.0%

RANGE: 0% - 14%

EXPLANATION: The **GAI Rate** is the percent, if any, of the Income Base which may be withdrawn as a GMWB benefit for the lifetime of the Annuitant once minimum age requirements are met. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. The Age breakpoints and rate for age bands is determined by the Company, but is the same for all contract holders of a given class.

AI Rate Table

Single Measuring Life Option		Joint Measuring Life Option	
Age of Measuring Life	AI Rate	Age of Younger or Surviving Measuring Life	AI Rate
0 - 54	0.0%	0 - 54	0.0%
55 - 64	5.0%	55 - 64	5.0%
65 - 79	6.0%	65 - 79	6.0%
80 +	7.0%	80 +	7.0%

RANGE: 0% - 10%

EXPLANATION: The **AI Rate** is the percent, if any, of the Contract Value which may be withdrawn as a GMWB benefit for the lifetime of the Annuitant once minimum age requirements are met. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. The Age breakpoints and rate for age bands is determined by the Company, but is the same for all contract holders of a given class.

Initial GIB Percentage Table¹

Measuring Life Option: Single		Measuring Life Option: Joint	
Age of Measuring Life	Initial GIB Percentage	Age of Measuring Life ²	Initial GIB Percentage
0 - 39	2.5%	0 - 39	2.5%
40 - 54	3.0%	40 - 54	3.0%
55 - 59	3.5%	55 - 59	3.5%
59.5 - 64	4.0%	59.5 - 64	4.0%
65 - 69	4.5%	65 - 69	4.5%
70 - 79	5.0%	70 - 79	5.0%
80 +	5.5%	80 +	5.5%

RANGE: 0% - 10%

EXPLANATION: The **Initial GIB Percentage** is the percent, if any, of the Income Base which may be the initial Guaranteed Income Benefit for the lifetime of the Annuitant once minimum age requirements are met. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. The Age breakpoints and rate for age bands is determined by the Company, but is the same for all contract holders of a given class.

Automatic Step-up of the GIB (GIB Step-up)

On each Step-up Date, a GIB Step-up will occur only if [75]% of the Periodic Income Payment determined under the VAPOR on the Step-up Date is greater than the Guaranteed Income Benefit on the Valuation Date immediately prior to the Step-up Date. Upon a GIB Step-up, the GIB will automatically step-up to [75]% of the Periodic Income Payment determined under the VAPOR. If the GIB on the Valuation Date immediately prior to the Step-up Date is greater than or equal to [75]% of the Periodic Income Payment determined under the VAPOR, no GIB Step-up will occur.

RANGE: 50% - 100%

EXPLANATION: The GIB rate(s) available are determined by the Company. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. Available GIB rate(s) will be the same for all contract holders of a given class.

COMPANY-DETERMINED TIME PERIODS / DOLLAR LIMITS

Page 1

Variable Annuity Payment Option Rider Eligibility Restriction

The Owner may not elect to begin receiving variable Periodic Income Payments payable under the Variable Annuity Payment Option Rider ("VAPOR") attached to this Contract unless (a) this Rider has terminated, or (b) [the VAPOR Rider Date is at least [twelve (12) months] after the Rider Date and] the GIB Provision of this Rider is concurrently effective.

RANGE: Restriction may range from 1 month – 3 years, or be removed entirely.

EXPLANATION: The earliest availability of VAPOR with the Guaranteed Income Benefit provided by this rider may vary as determined by us, but shall be the same for all contract holders of a given class. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions.

Page 1

Additional Purchase Payment Restriction

Subject to the Maximum Income Base limit and any further limitations stated in the Contract to which this Rider is attached, cumulative additional Purchase Payments after the first Benefit Year may not exceed [\$100,000] without prior Home Office approval.

Range: \$25,000 - \$2,000,000

EXPLANATION: The maximum guaranteed allowable additional purchase payment limit will be determined by us, but are the same for all contract holders of a given class. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions.

Page 3

Maximum Income Base

The Income Base is subject to a \$[10,000,000] maximum of the combined Income Base (including any Guaranteed Amount) values for all Company annuity contracts and annuity riders, including annuity contracts with an affiliated company, for which the Annuitant and Secondary Life, if applicable, is a Measuring Life.

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

EXPLANATION: The Maximum Income Base reflects our ability to efficiently manage the risk presented by providing guaranteed minimum withdrawal benefits to any given Measuring Life. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. The amount, determined by us, is the same for all contract holders of a given class.

Page 3

Automatic Annual Step-Up (of the Income Base)

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

On each Rider Date anniversary, an Automatic Annual Step-Up will occur only if each the following conditions are satisfied:

- a) All Measuring Lives as of that Valuation Date are under age [86], and

RANGE: 60 - 115

EXPLANATION: The **Automatic Annual Step-Up** is the increase to the Income Base which occurs each year that the client is under a certain age. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. The maximum step-up age is determined by the Company, but is the same for all contract holders of a given class.

Enhancement (to the Income Base)

On each Rider Date anniversary, the Income Base will automatically be increased by an amount equal to the Income Base less any Purchase Payment accepted in the preceding Benefit Year (except any Purchase Payment accepted within the first 90 days after the Rider Date), times the Enhancement Rate if all of the following conditions are satisfied:

- a) The preceding Benefit Year is during the Enhancement Period, which begins on the Rider Date and restarts upon an Automatic Annual Step-Up.
- b) No Withdrawal occurred in the preceding Benefit Year.
- c) All Measuring Lives are under age [86].

RANGE: 60 - 115

EXPLANATION: The **Enhancement** is the percent increase to the Income Base which occurs each year that there is no withdrawal and the client is under a certain age. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. The maximum enhancement age is determined by the Company, but is the same for all contract holders of a given class.

One Time Step-Up (of the Income Base)

Upon a One Time Step-Up, the Income Base is increased to the sum of (i) Initial Income Base, plus (ii) Purchase Payments accepted by the Company within 90 days after the Rider Date, less (iii) any Conforming Withdrawals after the Rider Date ((i)+(ii)-(iii)), times the One Time Step-Up Percentage shown in the GMWB Provision Data.

The One Time Step-Up occurs once, on the later of (i) the [10th] Rider Date anniversary, or (ii) the Rider Date anniversary after the [75th] birthday of the younger or surviving Measuring Life.

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

- a) The One Time Step-Up would not be an increase of the Income Base, or
- b) Any Automatic Annual Step-Up has been declined by the Owner, or
- c) An Automatic Annual Step-Up or Enhancement would increase the Income Base more than the One Time Step-Up, or
- d) Any Excess Withdrawals have occurred, or
- e) The total amount of Conforming Withdrawals between the Rider Date and the date of the One Time Step-Up is greater than [10] % of the initial Income Base plus Purchase Payments accepted by the Company within 90 days after the Rider Date.

RANGES:

- (i): 5th – 20th Benefit Year anniversary;
- (ii): 60th – 115th birthday of the Annuitant;
- (iii): 0% - 20% of the initial Income Base plus Purchase Payments received by us within 90 days after the Rider Date.

EXPLANATION: The **One Time Step-Up** is the increase to the Income Base which occurs after a rider has been held for a certain period of time. The amount of Conforming Withdrawals permissible without voiding the One Time Step-Up may need to change for new customers based upon the cost of hedging the guarantees. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. The time when the client is eligible is determined by the Company, but is the same for all contract holders of a given class.

Nursing Home GAI Rate

The Nursing Home GAI Rate is a GAI Rate that may be used to determine the GAI in a Benefit Year if a request for the Nursing Home GAI Rate is approved by Us as described herein. The Nursing Home GAI Rate is shown in the GAI Rate Table. Upon approval of a Nursing Home GAI Rate request, the GAI will be equal to the Income Base (less any additional Purchase Payments accepted during and within 12 months prior to the Nursing Home Measuring Life's confinement in a Nursing Home) times the Nursing Home GAI Rate.

If no Withdrawal has been taken since the initial GAI was determined, a request for the Nursing Home GAI Rate may be submitted once the Measuring Life is at least age [65]. If the Measuring Life Option is Joint, the younger or surviving Measuring Life must be at least age [65].

If a Withdrawal has been taken since the initial GAI was determined, a request for the Nursing Home GAI Rate may be submitted after the Rider Date anniversary following the Measuring Life's [65] birthday. If the measuring Life Option is Joint, the request may be submitted after the Rider Date anniversary following the younger or surviving Measuring Life's [65th] birthday.

The Nursing Home GAI Rate shown in the GAI Rate Table will be the GAI Rate each Benefit Year that all of the following conditions are satisfied:

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

RANGES:

- (i): age 55 – 75
- (ii) 1 – 24 months before
- (iii): 6 – 120 months after
- (iv): 30 – 365 consecutive days;

EXPLANATION: Minimum age and exclusion b) are intended to prevent anti-selection by customers already in or actively in contemplation of entering a nursing home. We reserve the right to increase the length of the exclusion so as to prevent anti-selection. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. These limits shall be the same for all contract holders of a given class.

Eligibility Limitations

- 1) The commencement of Periodic Income Payments under the VAPOR is available subject to the Company's maximum VAPOR age limits. If the Measuring Life Option is Joint, the younger Measuring Life's age shall be applicable to this requirement.
- 2) The commencement of Periodic Income Payments under the VAPOR is available subject to the Company's minimum Access Period limits. The minimum Access Period is the greater of (a) and (b), where:
 - a. is 'X' years, and
 - b. is 'Y' years minus the Measuring Life's age nearest birthday on the VAPOR Rider Date, where

If the VAPOR Rider Date is before the [5th] Rider Date anniversary, X is [20] and Y is [90]. If the VAPOR Rider Date is on or after the [5th] Rider Date anniversary, X is [15] and Y is [85]. If the Measuring Life Option is Joint, the younger Measuring Life's age shall be applicable to this requirement.

- 3) The commencement of Periodic Income Payments under the VAPOR is available subject to the Company's Assumed Investment Return ("AIR") rate requirements (AIR may be referred to in the alternative as "Assumed Investment Return" or "Assumed Interest Rate"). The AIR must be [4.0]%.

RANGES:

- (i): 1st – 10th Rider Date anniversary
- (ii) X is 5 - 50
- (iii): Y is 70 - 115
- (iv): 3% - 6% AIR.

EXPLANATION: Items (ii) and (iii) reflect the minimum Access Period required pursuant to the Guaranteed Income Benefit under the Variable Annuity Payment Option Rider. Flexibility is necessary for items (i) and (iv) based upon the cost changing or the level of guarantee we offer to ensure availability of the most attractive design in a variety of market conditions. These items shall be the same for all contract holders of a given class.

Step-up Date

A Step-up Date is the date on which a GIB Step-up may occur, pursuant to Automatic Step-up of the GIB, below.

For Non-qualified contracts, a Step-up Date is the first Valuation Date on or after the Periodic Income Commencement Date ("PICD") anniversary of each [one year] period measured from the PICD.

For Qualified contracts, the first Step-up Date is the Valuation Date of the first Periodic Income Payment in the [first] calendar year following the PICD. Subsequent Step-up Dates will be the Valuation Date of the first Periodic Income Payment in the calendar year, every subsequent [one year] period.

RANGE: Minimum of 1 month (nonqualified) or 1 year (qualified). Maximum of 5 years

EXPLANATION: The Company may offer GIB Step-ups at different intervals. The step-up interval(s) available are determined by the Company. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. Step-up intervals will be the same for all contract holders of a given class.

Adjustments to the GIB

Each Withdrawal will reduce the GIB in the same proportion as the amount withdrawn reduces the Account Value on the Valuation Date of the Withdrawal. Payment of a Periodic Income Payment, whether equal to the Guaranteed Income Benefit or the Periodic Income Payment determined under VAPOR, is not a Withdrawal.

An increase in the length of the Access Period may not result in an adjustment to the GIB. Any increase in the length of the Access Period is subject to a [5 year] minimum increase.

RANGE: 1 month – 10 years

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

Termination of this Rider

The Owner may terminate this Rider upon Notice to the Company any time after the [5th] Rider Date anniversary. This Rider will terminate upon:

RANGE: 1 year – 10 years

EXPLANATION: The early termination of the rider in the GMWB phase imposes substantial administrative and anti-selection costs on the entire block of living benefit riders. This restriction does not impair the ability of contract holders to terminate their entire annuity contract upon written request, but rather impairs the ability of contract holders to terminate this rider and keep the annuity contract in force. Like all variable data, the length of the termination restriction is determined and guaranteed for each rider on its Rider Date, and limits shall be the same for all contract holders of a given class. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions.

COMPANY-DETERMINED DESIGN OPTIONS

Withdrawal is the gross amount of a Withdrawal before any applicable charges and/or Interest Adjustment/Market Value Adjustment. While the GMWB Provision is in effect, Withdrawals are Conforming Withdrawals or Excess Withdrawals. While the GIB Provision and VAPOR are in effect, Withdrawals are all additional amounts from the Account Value requested by the Owner, other than Periodic Income Payments, and shall be treated as Excess Withdrawals. [Any Withdrawal that otherwise is a Conforming Withdrawal, but that is made payable to another insurer, will be treated as an Excess Withdrawal.]

RANGE: The variable text will either appear, or not appear.

EXPLANATION: This is a product design option determined by the Company, but is the same for all contract holders of a given class. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions.

Enhancement (to the Income Base)

On each Rider Date anniversary, the Income Base will automatically be increased by an amount equal to the Income Base less any Purchase Payment accepted in the preceding Benefit Year (except any Purchase Payment accepted within the first 90 days after the Rider Date), times the Enhancement Rate if all of the following conditions is satisfied:

- a) The preceding Benefit Year is during the Enhancement Period, which begins on the Rider Date [and restarts upon an Automatic Annual Step-Up].

...

[After the initial Enhancement Period (which begins on the Rider Date and ends after the Enhancement Period shown in the GMWB Provision Data), upon an Enhancement the Rider Charge rate may increase to the rate currently in effect, subject to the Guaranteed Maximum Rider Charge.

Future Enhancements may occur after declining an Enhancement.]

Adjustment (to the GAI) for Increase to Income Base

...

If the Rider Charge rate is increased in connection with an Automatic Annual Step-Up [or Enhancement], the Owner may decline the increase by Notice to the Company within 30 days of the effective date of the increase.

Rider Charge during GMWB Provision

...

[The Rider Charge rate may increase due to an Enhancement after the initial Enhancement Period pursuant to the Enhancement (of the Income Base) Provision, above. Any Enhancement after the initial Enhancement Period may be declined if the Rider Charge rate increased.]

...

[The Rider Charge rate will not increase due to an Enhancement during the initial Enhancement Period, or a One Time Step-Up.]

RANGES:

(a) Page 4: “restarts upon an Automatic Annual Step-Up” or “ends after the Enhancement Period shown in the GMWB Provision Data has elapsed”

(b) Pages 4 & 13: Bracketed text will appear if Enhancement Period ‘restarts upon an Automatic Annual Step-Up’ (otherwise text will not appear). Note the final sentence above will properly refer to either (a) Enhancement or (b) One Time Step-Up, (c) both, or (d) will be deleted in its entirety, based upon the whether (a) the Enhancement Period restarts upon an Automatic Annual Step-Up, (b) a One Time Step-Up is provided, or (c) both, or (d) neither, respectively.

EXPLANATION: The **Enhancement Period** may or may not be restarted due to an Automatic Annual Step-Up. This is a product design option determined by the Company, but is the same for all contract holders of a given class. The Rider Charge information is necessary on page 13 if the Enhancement Period restarts upon an Automatic Annual Step-Up. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions.

Contract Value Reduces to \$0

...

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

...

GAI Annuity Payment Option

...

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

RANGE: “a final payment will be made under this Rider. Such payment” (Lump Sum) or “GAI payments will continue to be made under this Rider until the total of all such payments” (Installment Payments)

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

GIB General

The initial Guaranteed Income Benefit will be (a) the Initial GIB Percentage as shown in the Initial GIB Percentage Table, below, times (b) the Income Base minus all Conforming Withdrawals after the most recently accepted Automatic Annual Step-Up (of the Income Base) under the GMWB Provision. If no Automatic Annual Step-Up has been accepted, the initial Guaranteed Income Benefit will be (a) the Initial GIB Percentage as shown in the Initial GIB Percentage Table, below, times (b) the Income Base minus all Conforming Withdrawals.

RANGE: Instead of the language shown, the following language may be used (additional language in red font):

The initial Guaranteed Income Benefit will be (a) the Initial GIB Percentage as shown in the Initial GIB Percentage Table, below, times **the greater of (b) and (c) where (b) is the Income Base minus all Conforming Withdrawals after the most recently accepted Automatic Annual Step-Up (of the Income Base) under the GMWB Provision and (c) is the Account Value as of the date the VAPOR and GIB Provision are effective.** If no Automatic Annual Step-Up has been accepted, the initial Guaranteed Income Benefit will be (a) the Initial GIB Percentage as shown in the Initial GIB Percentage Table, below, times **the greater of (b) and (c) where (b) is the Income Base minus all Conforming Withdrawals and (c) is the Account Value as of the date the VAPOR and GIB Provision are effective.**

EXPLANATION: This is a product design option determined by the Company, but is the same for all contract holders of a given class. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions.

ONE TIME STEP-UP

[One Time Step-Up Percentage (of the Income Base): [200]%

Adjustment (to the Income Base) on Rider Date Anniversary

On each Rider Date anniversary, the Income Base may be increased by Enhancement, Automatic Annual Step-Up[, or One Time Step-Up].

- c) The Automatic Annual Step-Up would increase the Income Base at least as much as an Enhancement [or One Time Step-Up], if any, that may occur on such Rider Date anniversary.

Future Automatic Annual Step-Ups may occur after declining an Automatic Annual Step-Up. However, declining an Automatic Annual Step-Up violates condition (e) of the Enhancement Provision [and condition (b) of the One Time Step-Up Provision], below. The Enhancement Provision can be reinstated by accepting a future Automatic Annual Step-Up. [The One Time Step-Up Provision can not be reinstated.]

- d) The Enhancement would increase the Income Base more than an Automatic Annual Step-Up [or at least as much as a One Time Step-Up,] if any, that may occur on such Rider Date anniversary.

One Time Step-Up (of the Income Base)

Upon a One Time Step-Up, the Income Base is increased to the sum of (i) Initial Income Base, plus (ii) Purchase Payments accepted by the Company within 90 days after the Rider Date, less (iii) any Conforming Withdrawals after the Rider Date ((i)+(ii)-(iii)), times the One Time Step-Up Percentage shown in the GMWB Provision Data.

The One Time Step-Up occurs once, on the later of (i) the [10th] Rider Date anniversary, or (ii) the Rider Date anniversary after the [75th] birthday of the younger or surviving Measuring Life.

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

- a) The One Time Step-Up would not be an increase of the Income Base, or
- b) Any Automatic Annual Step-Up has been declined by the Owner, or
- c) An Automatic Annual Step-Up or Enhancement would increase the Income Base more than the One Time Step-Up, or
- d) Any Excess Withdrawals have occurred, or
- e) The total amount of Conforming Withdrawals between the Rider Date and the date of the One Time Step-Up is greater than [10]% of the initial Income Base plus Purchase Payments accepted by the Company within 90 days after the Rider Date.

[The Rider Charge rate will not increase due to an Enhancement during the initial Enhancement Period, or a One Time Step-Up.]

RANGES: All language related to One Time Step-Up will be removed from the form should we not offer the benefit to new customers. Note the final sentence above will properly refer to either (a) Enhancement or (b) One Time Step-Up, (c) both, or (d) will be deleted in its entirety, based upon the whether (a) the Enhancement Period restarts upon an Automatic Annual Step-Up, (b) a One Time Step-Up is provided, or (c) both, or (d) neither, respectively.

EXPLANATION: Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. If the Company does not offer this benefit, references to it could be confusing to the contract holder.

ANNUAL INCOME ("AI")

Guaranteed Minimum Withdrawal Benefit (GMWB): This Provision provides that the Owner may withdraw, each Benefit Year, an amount up to [the greater of the Annual Income ("AI") or] the Guaranteed Annual Income ("GAI"), for the lifetime(s) of the Measuring Life(s), if certain conditions are met as described. The GAI is a percentage of the Income Base that may change over time. [The AI is a percentage of the Contract Value at the beginning of a Benefit Year.]

Conforming Withdrawals are all Withdrawals to the extent that the cumulative amount withdrawn (including the current Withdrawal) from the Contract in that Benefit Year is equal to or less than the [greater of the AI or] GAI. If the Owner receives only Systematic RMD during a Benefit Year, all Systematic RMD during that Benefit Year will be treated as Conforming Withdrawals. However, if a Withdrawal other than Systematic RMD occurs during a Benefit Year, then this Withdrawal and any subsequent Withdrawals, including Systematic RMD, will be treated as Excess Withdrawals to the extent that the cumulative amount withdrawn in that Benefit Year exceeds the [greater of the AI or] GAI.

Excess Withdrawals are all Withdrawal to the extent that the cumulative amount withdrawn (including the current Withdrawal) from the Contract in that Benefit Year exceeds the Conforming Withdrawal. If the current [AI Rate is zero and] GAI Rate is zero, all Withdrawals are Excess Withdrawals.

Annual Income (AI) Amount

The AI is an amount, not to exceed the remaining Contract Value, that may be withdrawn from the Contract by the Owner each Benefit Year as a Conforming Withdrawal. On the later of (a) the Rider Date, or (b) the first Valuation Date the AI Rate is above 0%, and each subsequent Rider Date anniversary while this GMWB Provision is in effect, the AI is set equal to the Contract Value times the AI Rate. If the GAI Annuity Payment Option is elected, the AI is \$0. The AI Rate and the AI will be set and reset as described below.

The AI Rate is the rate used to determine the AI. The AI Rate varies as shown in the AI Rate Table, and is determined as described below.

AI Rate Table

Single Measuring Life Option		Joint Measuring Life Option	
Age of Measuring Life	AI Rate	Age of Younger or Surviving Measuring Life	AI Rate
0 - 54	0.0%	0 - 54	0.0%
55 - 64	5.0%	55 - 64	5.0%
65 - 79	6.0%	65 - 79	6.0%
80 +	7.0%	80 +	7.0%

Adjustment (to AI) for Additional Purchase Payments

If an additional Purchase Payment is accepted by the Company within 90 days after the Rider Date, the AI will be adjusted by the additional Purchase Payment times the AI Rate.

If an additional Purchase Payment is accepted more than 90 days after the Rider Date, the AI will not be reset until the next Rider Date anniversary.

Setting and Resetting of AI Rate

Before the first Withdrawal after the initial AI is determined, the AI Rate will be as shown in the AI Rate Table, based upon the age of the Measuring Life. Upon the first Withdrawal after the initial AI is determined, the AI Rate will be set based upon the age of the Measuring Life as of the date of the Withdrawal. The AI will be equal to the Contract Value on the most recent Rider Date anniversary times the set AI Rate. The AI Rate will be reset based upon the age of the Measuring Life on each Rider Date anniversary, as shown in the AI Rate Table. Upon an AI Rate reset, the AI will be equal to the Contract Value on the Rider Date anniversary times the reset AI Rate.

If the Measuring Life Option is Joint, the AI Rate will be set and reset based upon the age of the younger or surviving Measuring Life.

Effect of Death

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

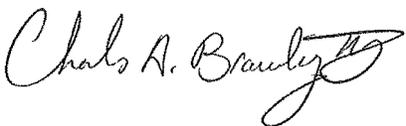
Upon the first death of a Measuring Life if the Measuring Life Option is Joint, the Owner may continue the contract and this Rider in force under the Joint Measuring Life Option. If so continued, the GAI [and AI] will continue for the life of the surviving Measuring Life. Upon the death of the surviving Measuring Life, this Rider will terminate.

RANGES: All language related to Annual Income ("AI") will be removed from the form should we not offer the benefit to new customers.

EXPLANATION: Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. If the Company does not offer this benefit, references to it could be confusing to the contract holder.

OFFICER SIGNATURE

The Lincoln National Life Insurance Company


Charles A. Brawley, III, 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.