

SERFF Tracking Number: LCNC-127817916 State: Arkansas
Filing Company: The Lincoln National Life Insurance Company State Tracking Number: 50351
Company Tracking Number: AR-553 (9-11)
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: Variable Annuity Living Benefits Rider with Protected Funds
Project Name/Number: AR-553 (9-11)/AR-553 (9-11)

Filing at a Glance

Company: The Lincoln National Life Insurance Company

Product Name: Variable Annuity Living Benefits SERFF Tr Num: LCNC-127817916 State: Arkansas

Rider with Protected Funds

TOI: A02.11 Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 50351

Variable and Variable Closed

Sub-TOI: A02.11.002 Flexible Premium Co Tr Num: AR-553 (9-11) State Status: Approved-Closed

Filing Type: Form Reviewer(s): Linda Bird

Authors: William Otten, Anabela

Tavares, Lisa Conti

Date Submitted: 11/29/2011

Disposition Date: 12/06/2011
Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: AR-553 (9-11)

Project Number: AR-553 (9-11)

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Deemer Date:

Submitted By: Lisa Conti

Filing Description:

The Lincoln National Life Insurance Company

NAIC #: 65676

FEIN#: 35-0472300

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments:

Market Type: Individual

Individual Market Type:

Filing Status Changed: 12/06/2011

State Status Changed: 12/06/2011

Created By: Anabela Tavares

Corresponding Filing Tracking Number:

Re: New Submission

AR-553 (9-11) Variable Annuity Living Benefits Rider

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We hereby submit the enclosed individual variable annuity rider form for your review and approval. This form is new and does not replace any form previously approved by your Department. It is intended to comply with the laws and regulations of your state. This form has been submitted to our domiciliary state of Indiana.

This form is submitted for use with our previously approved individual variable annuity contracts and riders. We also intend to make it 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 this form will be attached is 0 to 90 inclusive. This form will be used with new and current business and will be offered in our general individual market.

The variable annuity living benefits rider provides a guaranteed lifetime withdrawal benefit feature calculated from an Income Base, the amount of which will increase upon deferment of Withdrawals.

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

Lisa Conti, Product Compliance Analyst lisa.conti@lfg.com
350 Church Street 860-466-1742 [Phone]
Hartford , CT 06103 860-466-1348 [FAX]

Filing Company Information

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

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Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50 per form x 1 form
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
The Lincoln National Life Insurance Company	\$50.00	11/29/2011	54098769

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	12/06/2011	12/06/2011

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Rider	Lisa Conti	12/02/2011	12/02/2011
Supporting Document	Life & Annuity - Actuarial Memo	Lisa Conti	12/02/2011	12/02/2011
Supporting Document	Statement of Variability	Lisa Conti	12/02/2011	12/02/2011

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Disposition

Disposition Date: 12/06/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document (revised)	Life & Annuity - Acturial Memo		No
Supporting Document	Life & Annuity - Acturial Memo	Replaced	No
Supporting Document (revised)	Statement of Variability		Yes
Supporting Document	Statement of Variability	Replaced	Yes
Supporting Document	Reg 19 Certification		Yes
Form (revised)	Rider		Yes
Form	Rider	Replaced	Yes

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Amendment Letter

Submitted Date: 12/02/2011

Comments:

Revised forms submitted due to changes made in response to recent market changes

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-553 (9-11)	Policy/Contr act/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Rider	Initial				0.000	AR-553 NW 12-2-2011.pdf

Supporting Document Schedule Item Changes:

Satisfied -Name: Life & Annuity - Actuarial Memo

Comment:

ACT MEMO -LINC 2.0 Protected Nationwide_12.1.11 FINAL.pdf

User Added -Name: Statement of Variability

Comment:

SOV-AR-553 (9-11) NW 12-2-2011.pdf

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Form Schedule

Lead Form Number: AR-553 (9-11)

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	AR-553 (9-11)	Policy/Cont Rider ract/Fraternal Certificate: Amendments, Insert Page, Endorsement or Rider	Initial		0.000	AR-553 NW 12-2-2011.pdf

VARIABLE ANNUITY LIVING BENEFITS RIDER

Rider Date: [March 1, 2012]

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 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.

Guaranteed Income Benefit (GIB): This Provision provides that if the Owner elects to discontinue the GMWB Provision and begin receiving variable Periodic Income Payments (PIP) 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 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. The Benefit Year is applicable only while the GMWB Provision is in effect and in determining the initial GIB percentage.

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 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 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 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

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 or Automatic Annual 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, 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.

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 if any, that may occur on such Rider Date anniversary.

[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.]

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.

Setting and Resetting of GAI Rate

The GAI Rate is used to determine the GAI. The GAI Rate will be as shown in the table below. Prior to the first Withdrawal, the GAI Rate will be determined based upon the Measuring Life Option chosen, the age of the Measuring Life, and the number of Benefit Years from the Rider Date. Upon the first Withdrawal, the GAI Rate will be set based upon the Measuring Life Option chosen, the age of the Measuring Life as of the date of the Withdrawal, and the Benefit Year in which the first Withdrawal occurred. After the GAI Rate is set, the GAI will be equal to the Income Base times the GAI Rate.

After the GAI Rate is set, it will only be reset upon an Automatic Annual Step-Up. If the Owner declines the Automatic Annual Step-up the GAI rate will not be reset. The GAI rate reset will be based upon the Measuring Life Option chosen, the age of the Measuring Life on the Rider Date anniversary coinciding with the Automatic Annual Step-Up, and the Benefit Year [and age of the Measuring Life] when the first Withdrawal occurred. Upon a GAI Rate reset, the new GAI will be equal to the Income Base times the reset GAI Rate.

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

GAI Rate Table - Single Measuring Life Option

Age of Measuring Life	GAI Rate (a) in Benefit Years [1-5] if no Withdrawals have occurred OR (b) when first Withdrawal occurs in Benefit Years [1-5] [OR (c) when first Withdrawal occurs before age [70] of the Measuring Life]	GAI Rate (a) in Benefit Years [6-10] if no Withdrawals have occurred OR (b) when first Withdrawal occurs in Benefit Years [6-10] [on or after age [70] of the Measuring Life]	GAI Rate (a) in Benefit Years [11+] if no Withdrawals have occurred OR (b) when first Withdrawal occurs in Benefit Years [11+] [on or after age [70] of the Measuring Life]
0-54	0.00%	0.00%	0.00%
55-under 59.5	4.00%	4.25%	4.50%
59.5-79	5.00%	5.25%	5.50%
80+	6.00%	6.25%	6.50%
Nursing Home GAI Rate	10.0%	10.0%	10.0%

GAI Rate Table - Joint Measuring Life Option

Age of Younger or Surviving Measuring Life	GAI Rate (a) in Benefit Years [1-5] if no Withdrawals have occurred OR (b) when first Withdrawal occurs in Benefit Years [1-5] [OR (c) when first Withdrawal occurs before age [70] of the Measuring Life]	GAI Rate (a) in Benefit Years [6-10] if no Withdrawals have occurred OR (b) when first Withdrawal occurs in Benefit Years [6-10] [on or after age [70] of the Measuring Life]	GAI Rate (a) in Benefit Years [11+] if no Withdrawals have occurred OR (b) when first Withdrawal occurs in Benefit Years [11+] [on or after age [70] of the Measuring Life]
0-54	0.00%	0.00%	0.00%
55-64	4.00%	4.25%	4.50%
65-79	5.00%	5.25%	5.50%
80+	6.00%	6.25%	6.50%
Nursing Home GAI Rate	10.0%	10.0%	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.

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.

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 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

Guaranteed Income Benefit ("GIB")

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

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 and minimum VAPOR age limits. For Non-qualified contracts, if the Measuring Life Option is Joint, the younger or surviving Measuring Life's age shall be applicable to this requirement. For Qualified contracts, if the Measuring Life Option is Joint, the current Owner's age shall be applicable to this requirement. [For Qualified contracts, if the Measuring Life Option is Joint and if the Owner is more than [10] years older than the Secondary Life than the Owner may not elect to receive Periodic Income Payments under VAPOR].

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]. For Non-qualified contracts, if the Measuring Life Option is Joint, the younger or surviving Measuring Life's age shall be applicable to this requirement. For Qualified contracts, if the Measuring Life Option is Joint, the current Owner'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 GIB percentage is used to determine the initial GIB. 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].

If no Withdrawals have been taken prior to the election of the VAPOR upon the initial Periodic Income Payment (PIP), the initial GIB percentage will be set based upon the Measuring Life Option chosen, the age of the Measuring Life and the number of Benefit Years from the Rider Date. If a Withdrawal was taken prior to the election of the VAPOR ,upon the initial Periodic Income Payment, the initial GIB percentage will be set based upon the the Measuring Life Option chosen, the age of the Measuring Life and the Benefit Year [and age of the Measuring Life] when the first Withdrawal occurred.

If the Measuring Life Option is Joint, the initial GIB percentage will be based upon the age of the younger or surviving Measuring Life.

Initial GIB Percentage Table¹ - Single Measuring Life Option

Age of Measuring Life	GIB percentage upon initial PIP (a) if no Withdrawals have occurred in Benefit Years [1-5], OR (b) when first Withdrawal occurs in Benefit Years [1-5] [OR (c) when first Withdrawal occurs before age [70] of the Measuring Life]	GIB percentage upon initial PIP (a) if no Withdrawals have occurred in Benefit Years [6-10] OR (b) when first Withdrawal occurs in Benefit Years [6-10] [on or after age [70] of the Measuring Life]	GIB percentage upon initial PIP (a) if no Withdrawals have occurred in Benefit Years [11+]OR (b) when first Withdrawal occurs in Benefit Years [11+][on or after age [70] of the Measuring Life]
Under 40	3.00%	3.25%	3.50%
40-54	3.50%	3.75%	4.00%
55-under 59.5	4.00%	4.25%	4.50%
59.5-64	4.50%	4.75%	5.00%
65-79	5.00%	5.25%	5.50%
80+	6.00%	6.25%	6.50%

Initial GIB Percentage Table¹ - Joint Measuring Life Option

Age of Younger or Surviving Measuring Life	GIB percentage upon initial PIP (a) if no Withdrawals have occurred in Benefit Years [1-5], OR (b) when first Withdrawal occurs in Benefit Years [1-5] [OR (c) when first Withdrawal occurs before age [70] of the Measuring Life]	GIB percentage upon initial PIP (a) if no Withdrawals have occurred in Benefit Years [6-10] OR (b) when first Withdrawal occurs in Benefit Years [6-10] [on or after age [70] of the Measuring Life]	GIB percentage upon initial PIP (a) if no Withdrawals have occurred in Benefit Years [11+]OR (b) when first Withdrawal occurs in Benefit Years [11+][on or after age [70] of the Measuring Life]
Under 40	3.00%	3.25%	3.50%
40-54	3.50%	3.75%	4.00%
55-under 59.5	4.00%	4.25%	4.50%
59.5-64	4.50%	4.75%	5.00%
65-79	5.00%	5.25%	5.50%
80+	6.00%	6.25%	6.50%

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.

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.

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 the lesser of the number of Annuity Units per payment before the reduction is applied or (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.

If the Periodic Income Payment determined under the VAPOR is less than the GIB, then the GIB amount attributable to the Variable Account will be transferred to Our General Account and converted into periodic Guaranteed Income Benefit payments, and paid in lieu of the Periodic Income Payments, by dividing the total annual GIB 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; and annual effective rate of interest not less than [0%]; and the [A2000 Individual Annuity Mortality Table, modified].

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 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]

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:

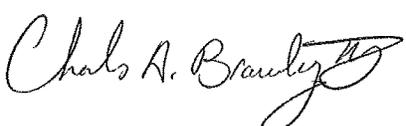
- a) the date the Contract to which this Rider is attached terminates;
- b) the date the Owner is changed due to death or pursuant to an enforceable divorce agreement or decree, except when Ownership is transferred to the surviving Secondary Life upon death of the Annuitant/Owner;
- c) the Annuity Commencement 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-127817916 State: Arkansas
 Filing Company: The Lincoln National Life Insurance Company State Tracking Number: 50351
 Company Tracking Number: AR-553 (9-11)
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
 Variable and Variable
 Product Name: Variable Annuity Living Benefits Rider with Protected Funds
 Project Name/Number: AR-553 (9-11)/AR-553 (9-11)

Supporting Document Schedules

	Item Status:	Status Date:
Bypassed - Item: Flesch Certification		
Bypass Reason: N/A to this filing		
Comments:		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: N/A to this filing		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Acturial Memo		
Comments:		
Attachment: ACT MEMO -LINC 2.0 Protected Nationwide_12.1.11 FINAL.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments:		
Attachment: SOV-AR-553 (9-11) NW 12-2-2011.pdf		

	Item Status:	Status Date:
Satisfied - Item: Reg 19 Certification		
Comments:		
Attachment:		

STATEMENT OF VARIABILITY

The Lincoln National Life Insurance Company

Variable Annuity Living Benefits Rider: AR-553 (9-11)

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

CLIENT ELECTIONS

Page 1

Rider Date: [March 1, 2012]

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.

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.

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.

GAI Rate Table - Single Measuring Life Option

Age of Measuring Life	GAI Rate (a) in Benefit Years [1-5] if no Withdrawals have occurred OR (b) when first Withdrawal occurs in Benefit Years [1-5] [OR (c) when first Withdrawal occurs before age [70] of the Measuring Life]	GAI Rate (a) in Benefit Years [6-10] if no Withdrawals have occurred OR (b) when first Withdrawal occurs in Benefit Years [6-10] [on or after age [70] of the Measuring Life]	GAI Rate (a) in Benefit Years [11+] if no Withdrawals have occurred OR (b) when first Withdrawal occurs in Benefit Years [11+] [on or after age [70] of the Measuring Life]
0-54	0.00%	0.00%	0.00%
55-under 59.5	4.00%	4.25%	4.50%
59.5-79	5.00%	5.25%	5.50%
80+	6.00%	6.25%	6.50%
Nursing Home GAI Rate	10.0%	10.0%	10.0%

GAI Rate Table - Joint Measuring Life Option

Age of Younger or Surviving Measuring Life	GAI Rate (a) in Benefit Years [1-5] if no Withdrawals have occurred OR (b) when first Withdrawal occurs in Benefit Years [1-5] [OR (c) when first Withdrawal occurs before age [70] of the Measuring Life]	GAI Rate (a) in Benefit Years [6-10] if no Withdrawals have occurred OR (b) when first Withdrawal occurs in Benefit Years [6-10] [on or after age [70] of the Measuring Life]	GAI Rate (a) in Benefit Years [11+] if no Withdrawals have occurred OR (b) when first Withdrawal occurs in Benefit Years [11+] [on or after age [70] of the Measuring Life]
0-54	0.00%	0.00%	0.00%
55-64	4.00%	4.25%	4.50%

65-79	5.00%	5.25%	5.50%
80+	6.00%	6.25%	6.50%
Nursing Home GAI Rate	10.0%	10.0%	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.

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Initial GIB Percentage Table¹ - Single Measuring Life Option

Age of Measuring Life	GIB percentage upon initial PIP (a) if no Withdrawals have occurred in Benefit Years [1-5] OR (b) when first Withdrawal occurs in Benefit Years [1-5] [OR (c) when first Withdrawal occurs before age [70] of the Measuring Life]	GIB percentage upon initial PIP (a) if no Withdrawals have occurred in Benefit Years [6-10] OR (b) when first Withdrawal occurs in Benefit Years [6-10] [on or after age [70] of the Measuring Life]	GIB percentage upon initial PIP (a) if no Withdrawals have occurred in Benefit Years [11+]OR (b) when first Withdrawal occurs in Benefit Years [11+][on or after age [70] of the Measuring Life]
Under 40	3.00%	3.25%	3.50%
40-54	3.50%	3.75%	4.00%
55-under 59.5	4.00%	4.25%	4.50%
59.5-64	4.50%	4.75%	5.00%
65-79	5.00%	5.25%	5.50%
80+	6.00%	6.25%	6.50%

Initial GIB Percentage Table - Joint Measuring Life Option

Age of Younger or Surviving Measuring Life	GIB percentage upon initial PIP (a) if no Withdrawals have occurred in Benefit Years [1-5] OR (b) when first Withdrawal occurs in Benefit Years [1-5] [OR (c) when first Withdrawal occurs before age [70] of the Measuring Life]	GIB percentage upon initial PIP (a) if no Withdrawals have occurred in Benefit Years [6-10] OR (b) when first Withdrawal occurs in Benefit Years [6-10] [on or after age [70] of the Measuring Life]	GIB percentage upon initial PIP (a) if no Withdrawals have occurred in Benefit Years [11+]OR (b) when first Withdrawal occurs in Benefit Years [11+][on or after age [70] of the Measuring Life]
Under 40	3.00%	3.25%	3.50%
40-54	3.50%	3.75%	4.00%
55-under 59.5	4.00%	4.25%	4.50%
59.5-64	4.50%	4.75%	5.00%
65-79	5.00%	5.25%	5.50%

80+	6.00%	6.25%	6.50%
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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.

Page 11

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.

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.

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.

Initial GAI Percentage Table¹- Single Measuring Life Option

Age of Measuring Life	GAI Rate (a) in Benefit Years [1-5] if no Withdrawals have occurred OR (b) when first Withdrawal occurs in Benefit Years [1-5] [OR (c) when first Withdrawal occurs before age [70] of the Measuring Life]	GAI Rate (a) in Benefit Years [6-10] if no Withdrawals have occurred OR (b) when first Withdrawal occurs in Benefit Years [6-10] [on or after age [70] of the Measuring Life]	GAI Rate (a) in Benefit Years [11+] if no Withdrawals have occurred OR (b) when first Withdrawal occurs in Benefit Years [11+] [on or after age [70] of the Measuring Life]
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Initial GAI Percentage Table¹- Joint Measuring Life Option

Age of Younger or Surviving Measuring Life	GAI Rate (a) in Benefit Years [1-5] if no Withdrawals have occurred OR (b) when first Withdrawal occurs in Benefit Years [1-5] [OR (c) when first Withdrawal occurs before age [70] of the Measuring Life]	GAI Rate (a) in Benefit Years [6-10] if no Withdrawals have occurred OR (b) when first Withdrawal occurs in Benefit Years [6-10] [on or after age [70] of the Measuring Life]	GAI Rate (a) in Benefit Years [11+] if no Withdrawals have occurred OR (b) when first Withdrawal occurs in Benefit Years [11+] [on or after age [70] of the Measuring Life]
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RANGE: 1-25 years

35-85 Age

The text "[on or after age [70] of the Measuring Life]" and "[OR (c) when first Withdrawal occurs before age [70] of the Measuring Life]" will either appear in its entirety or will be omitted.

EXPLANATION: The Benefit Year in which a GAI Rate increase, if applicable, may occur once minimum age requirements are met. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions.

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.

Page 9

Eligibility Limitations

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]. For Non-qualified contracts, if the Measuring Life Option is Joint, the younger or surviving Measuring Life’s age shall be applicable to this requirement. For Qualified contracts, if the Measuring Life Option is Joint, the current Owner’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.

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Initial GIB Percentage Table¹ - Single Measuring Life Option

Age of Measuring Life	GIB percentage upon initial PIP (a) if no Withdrawals have occurred in Benefit Years [1-5] OR (b) when first Withdrawal occurs in Benefit Years [1-5] [OR (c)]	GIB percentage upon initial PIP (a) if no Withdrawals have occurred in Benefit Years [6-10] OR (b) when first Withdrawal occurs in Benefit Years [6-10] [on or	GIB percentage upon initial PIP (a) if no Withdrawals have occurred in Benefit Years [11+]OR (b) when first Withdrawal occurs in Benefit Years [11+][on or after age [70] of the Measuring Life]
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	when first Withdrawal occurs before age [70] of the Measuring Life]	after age [70] of the Measuring Life]	
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Initial GIB Percentage Table¹- Joint Measuring Life Option

Age of Younger or Surviving Measuring Life	GIB percentage upon initial PIP (a) if no Withdrawals have occurred in Benefit Years [1-5] OR (b) when first Withdrawal occurs in Benefit Years [1-5] [OR (c) when first Withdrawal occurs before age [70] of the Measuring Life]	GIB percentage upon initial PIP (a) if no Withdrawals have occurred in Benefit Years [6-10] OR (b) when first Withdrawal occurs in Benefit Years [6-10] [on or after age [70] of the Measuring Life]	GIB percentage upon initial PIP (a) if no Withdrawals have occurred in Benefit Years [11+]OR (b) when first Withdrawal occurs in Benefit Years [11+][on or after age [70] of the Measuring Life]
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RANGE: 1-25 years
35-85 Age

The text "[on or after age [70] of the Measuring Life]" and "[OR (c) when first Withdrawal occurs before age [70] of the Measuring Life]" will either appear in its entirety or will be omitted.

EXPLANATION: The Benefit Year in which a GIB Percentage increase, if applicable, may occur once minimum age requirements are met. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions. The text "[OR (c) when first Withdrawal occurs before age [70] of the Measuring Life]" will either be included in its entirety or will be omitted.

Page 10

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.

Page 10

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.

Setting and Resetting of GAI Rate

After the GAI Rate is set, it will only be reset upon an Automatic Annual Step-Up. If the Owner declines the Automatic Annual Step-up the GAI rate will not be reset. The GAI rate reset will be based upon the Measuring Life Option chosen, the age of the Measuring Life on the Rider Date anniversary coinciding with the Automatic Annual Step-Up, and the Benefit Year [and age of the Measuring Life] when the first Withdrawal occurred. Upon a GAI Rate reset, the new GAI will be equal to the Income Base times the reset GAI Rate.

RANGE: The bracketed text, “[and age of the Measuring Life]” will either appear in its entirety or will be omitted.

EXPLANATION: This is a product design option 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 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.]

Page 5

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.

Page 13

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]

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 Enhancement or will be deleted in its entirety, based upon whether the Enhancement Period restarts upon an Automatic Annual Step-Up

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.

Page 7

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:

Page 8

Eligibility Limitations

1) The commencement of Periodic Income Payments under the VAPOR is available subject to the Company’s maximum and minimum VAPOR age limits. For Non-qualified contracts, if the Measuring Life Option is Joint, the younger or surviving Measuring Life’s age shall be applicable to this requirement. For Qualified contracts, if the Measuring Life Option is Joint, the current Owner’s age shall be applicable to this requirement. [For Qualified contracts, if the Measuring Life Option is Joint and if the Owner is more than [10] years older than the Secondary Life than the Owner may not elect to receive Periodic Income Payments under VAPOR].

RANGES:

(i): The variable text will either appear, or not appear.

(ii): Restriction may range from 1 year - 50 years, or may be removed entirely.

EXPLANATION: Item (i), for risk management protection, we need the ability to limit the age differential between the owner and the secondary life on a class basis for new contracts going forward. For item (ii), the maximum age difference between the Owner and the Secondary Life for VAPOR with the Guaranteed Income Benefit provided by this rider may vary as determined by Us, but shall be the same or all contract holders of a given class. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions.

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].

If no Withdrawals have been taken prior to the election of the VAPOR upon the initial Periodic Income Payment (PIP), the initial GIB percentage will be set based upon the Measuring Life Option chosen, the age of the Measuring Life and the number of Benefit Years from the Rider Date. If a Withdrawal was taken prior to the election of the VAPOR, upon the initial Periodic Income Payment, the initial GIB percentage will be set based upon the Measuring Life Option chosen, the age of the Measuring Life and the Benefit Year [and age of the Measuring Life] when the first Withdrawal occurred.

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).

The text “[and age of the Measuring Life]” will either appear in its entirety or will be omitted.

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.

Page 8

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].

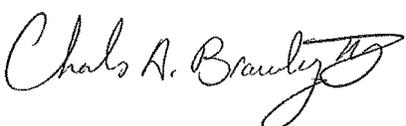
RANGE: The bracketed language may or may not appear. I.e. either the first Rider Charge under the GIB provision is the product of (A) and (B), or the product of (A) and the greater of (B) and (C).

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.

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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.

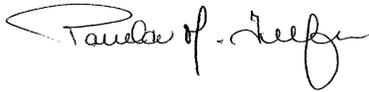
ARKANSAS

CERTIFICATE OF COMPLIANCE

The Lincoln National Life Insurance Company

Re: AR-553(9-11) – Variable Annuity Living Benefits Rider

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 underline.

Pamela M. Telfer, VP
Product Compliance & State Filing

Date: 11-21-2011

SERFF Tracking Number: LCNC-127817916 State: Arkansas
 Filing Company: The Lincoln National Life Insurance Company State Tracking Number: 50351
 Company Tracking Number: AR-553 (9-11)
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
 Variable and Variable
 Product Name: Variable Annuity Living Benefits Rider with Protected Funds
 Project Name/Number: AR-553 (9-11)/AR-553 (9-11)

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)
11/29/2011	Form	Rider	12/02/2011	AR-553(9-11) - nw.pdf (Superseded)
11/11/2011	Supporting	Life & Annuity - Acturial Memo Document	12/02/2011	ACT MEMO -LINC 2.0 Protected Nationwide_11.28.11.pdf (Superseded)
11/29/2011	Supporting	Statement of Variability Document	12/02/2011	SOV-AR-553 (9-11) NW 11- 17-2011.pdf (Superseded)

VARIABLE ANNUITY LIVING BENEFITS RIDER

Rider Date: [March 1, 2012]

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 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.

Guaranteed Income Benefit (GIB): This Provision provides that if the Owner elects to discontinue the GMWB Provision and begin receiving variable Periodic Income Payments (PIP) 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 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. The Benefit Year is applicable only while the GMWB Provision is in effect and in determining the initial GIB percentage.

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 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 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 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

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 or Automatic Annual 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, 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.

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 if any, that may occur on such Rider Date anniversary.

[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.]

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.

Setting and Resetting of GAI Rate

The GAI Rate is used to determine the GAI. The GAI Rate will be as shown in the table below. Prior to the first Withdrawal, the GAI Rate will be determined based upon the Measuring Life Option chosen, the age of the Measuring Life, and the number of Benefit Years from the Rider Date. Upon the first Withdrawal, the GAI Rate will be set based upon the Measuring Life Option chosen, the age of the Measuring Life as of the date of the Withdrawal, and the Benefit Year in which the first Withdrawal occurred. After the GAI Rate is set, the GAI will be equal to the Income Base times the GAI Rate.

After the GAI Rate is set, it will only be reset upon an Automatic Annual Step-Up. If the Owner declines the Automatic Annual Step-up the GAI rate will not be reset. The GAI rate reset will be based upon the Measuring Life Option chosen, the age of the Measuring Life on the Rider Date anniversary coinciding with the Automatic Annual Step-Up, and the Benefit Year in which the first Withdrawal occurred. Upon a GAI Rate reset, the new GAI will be equal to the Income Base times the reset GAI Rate.

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

GAI Rate Table - Single Measuring Life Option

Age of Measuring Life	GAI Rate in Benefit Years [1-5] if no Withdrawals have occurred OR when first Withdrawal occurs in Benefit Years [1-5]	GAI Rate in Benefit Years [6-10] if no Withdrawals have occurred OR when first Withdrawal occurs in Benefit Years [6-10]	GAI Rate in Benefit Years [11+] if no Withdrawals have occurred OR when first Withdrawal occurs in Benefit Years [11+]
0-54	0.00%	0.00%	0.00%
55-under 59.5	4.00%	4.25%	4.50%
59.5-79	5.00%	5.25%	5.50%
80+	6.00%	6.25%	6.50%
Nursing Home GAI Rate	10.0%	10.0%	10.0%

GAI Rate Table - Joint Measuring Life Option

Age of Younger or Surviving Measuring Life	GAI Rate in Benefit Years [1-5] if no Withdrawals have occurred OR when first Withdrawal occurs in Benefit Years [1-5]	GAI Rate in Benefit Years [6-10] if no Withdrawals have occurred OR when first Withdrawal occurs in Benefit Years [6-10]	GAI Rate in Benefit Years [11+] if no Withdrawals have occurred OR when first Withdrawal occurs in Benefit Years [11+]
0-54	0.00%	0.00%	0.00%
55-64	4.00%	4.25%	4.50%
65-79	5.00%	5.25%	5.50%
80+	6.00%	6.25%	6.50%
Nursing Home GAI Rate	10.0%	10.0%	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.

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.

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 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

Guaranteed Income Benefit ("GIB")

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

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 and minimum VAPOR age limits. For Non-qualified contracts, if the Measuring Life Option is Joint, the younger or surviving Measuring Life's age shall be applicable to this requirement. For Qualified contracts, if the Measuring Life Option is Joint, the current Owner's age shall be applicable to this requirement. [For Qualified contracts, if the Measuring Life Option is Joint and if the Owner is more than [10] years older than the Secondary Life than the Owner may not elect to receive Periodic Income Payments under VAPOR].

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]. For Non-qualified contracts, if the Measuring Life Option is Joint, the younger or surviving Measuring Life's age shall be applicable to this requirement. For Qualified contracts, if the Measuring Life Option is Joint, the current Owner'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 GIB percentage is used to determine the initial GIB. 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].

If no Withdrawals have been taken prior to the election of the VAPOR upon the initial Periodic Income Payment (PIP), the initial GIB percentage will be set based upon the Measuring Life Option chosen, the age of the Measuring Life and the number of Benefit Years from the Rider Date. If a Withdrawal was taken prior to the election of the VAPOR, the initial GIB percentage will be set based upon the initial Periodic Income Payment (PIP), the Measuring Life Option chosen, the age of the Measuring Life and the Benefit Year in which the first Withdrawal occurred.

If the Measuring Life Option is Joint, the initial GIB percentage will be based upon the age of the younger or surviving Measuring Life.

Initial GIB Percentage Table¹ - Single Measuring Life Option

Age of Measuring Life	GIB percentage upon initial PIP if no Withdrawals have occurred in Benefit Years [1-5], OR when first Withdrawal occurs in Benefit Years [1-5]	GIB percentage upon initial PIP if no Withdrawals have occurred in Benefit Years [6-10] OR when first Withdrawal occurs in Benefit Years [6-10]	GIB percentage upon initial PIP if no Withdrawals have occurred in Benefit Years [11+]OR when first Withdrawal occurs in Benefit Years [11+]
Under 40	3.00%	3.25%	3.50%
40-54	3.50%	3.75%	4.00%
55-under 59.5	4.00%	4.25%	4.50%
59.5-64	4.50%	4.75%	5.00%
65-79	5.00%	5.25%	5.50%
80+	6.00%	6.25%	6.50%

Initial GIB Percentage Table¹ - Joint Measuring Life Option

Age of Younger or Surviving Measuring Life	GIB percentage upon initial PIP if no Withdrawals have occurred in Benefit Years [1-5] OR when first Withdrawal occurs in Benefit Years [1-5]	GIB percentage upon initial PIP if no Withdrawals have occurred in Benefit Years [6-10] OR when first Withdrawal occurs in Benefit Years [6-10]	GIB percentage upon initial PIP if no Withdrawals have occurred in Benefit Years [11+]OR when first Withdrawal occurs in Benefit Years [11+]
Under 40	3.00%	3.25%	3.50%
40-54	3.50%	3.75%	4.00%
55-under 59.5	4.00%	4.25%	4.50%
59.5-64	4.50%	4.75%	5.00%
65-79	5.00%	5.25%	5.50%
80+	6.00%	6.25%	6.50%

¹The 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.

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.

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 the lesser of the number of Annuity Units per payment before the reduction is applied or (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.

If the Periodic Income Payment determined under the VAPOR is less than the GIB, then the GIB amount attributable to the Variable Account will be transferred to Our General Account and converted into periodic Guaranteed Income Benefit payments, and paid in lieu of the Periodic Income Payments, by dividing the total annual GIB 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; and annual effective rate of interest not less than [0%]; and the [A2000 Individual Annuity Mortality Table, modified].

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 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]

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:

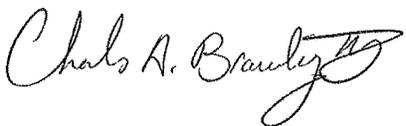
- a) the date the Contract to which this Rider is attached terminates;
- b) the date the Owner is changed due to death or pursuant to an enforceable divorce agreement or decree, except when Ownership is transferred to the surviving Secondary Life upon death of the Annuitant/Owner;
- c) the Annuity Commencement 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

STATEMENT OF VARIABILITY

The Lincoln National Life Insurance Company

Variable Annuity Living Benefits Rider: AR-553 (9-11)

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

CLIENT ELECTIONS

Page 1

Rider Date: [March 1, 2012]

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.

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.

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.

GAI Rate Table - Single Measuring Life Option

Age of Measuring Life	GAI Rate in Benefit Years [1-5] if no Withdrawals have occurred OR when first Withdrawal occurs in Benefit Years [1-5]	GAI Rate in Benefit Years [6-10] if no Withdrawals have occurred OR when first Withdrawal occurs in Benefit Years [6-10]	GAI Rate in Benefit Years [11+] if no Withdrawals have occurred OR when first Withdrawal occurs [11+]
0-54	0.00%	0.00%	0.00%
55-under 59.5	4.00%	4.25%	4.50%
59.5-79	5.00%	5.25%	5.50%
80+	6.00%	6.25%	6.50%
Nursing Home GAI Rate	10.0%	10.0%	10.0%

GAI Rate Table - Joint Measuring Life Option

Age of Younger or Surviving Measuring Life	GAI Rate in Benefit Years [1-5] if no Withdrawals have occurred OR when first Withdrawal occurs in Benefit Years [1-5]	GAI Rate in Benefit Years [6-10] if no Withdrawals have occurred OR when first Withdrawal occurs in Benefit Years [6-10]	GAI Rate in Benefit Years [11+] if no Withdrawals have occurred OR when first Withdrawal occurs in Benefit Years [11+]
0-54	0.00%	0.00%	0.00%
55-64	4.00%	4.25%	4.50%
65-79	5.00%	5.25%	5.50%
80+	6.00%	6.25%	6.50%
Nursing Home GAI Rate	10.0%	10.0%	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.

Page 9

Initial GIB Percentage Table¹ - Single Measuring Life Option

Age of Measuring Life	GIB percentage upon initial PIP if no Withdrawals have occurred in Benefit Years [1-5], OR when first Withdrawal occurs in Benefit Years [1-5]	GIB percentage upon initial PIP if no Withdrawals have occurred in Benefit Years [6-10] OR when first Withdrawal occurs in Benefit Years [6-10]	GIB percentage upon initial PIP if no Withdrawals have occurred in Benefit Years [11+]OR when first Withdrawal occurs in Benefit Years [11+]
Under 40	3.00%	3.25%	3.50%
40-54	3.50%	3.75%	4.00%
55-under 59.5	4.00%	4.25%	4.50%
59.5-64	4.50%	4.75%	5.00%
65-79	5.00%	5.25%	5.50%
80+	6.00%	6.25%	6.50%

Initial GIB Percentage Table - Joint Measuring Life Option

Age of Younger or Surviving Measuring Life	GIB percentage upon initial PIP if no Withdrawals have occurred in Benefit Years [1-5], OR when first Withdrawal occurs in Benefit Years [1-5]	GIB percentage upon initial PIP if no Withdrawals have occurred in Benefit Years [6-10] OR when first Withdrawal occurs in Benefit Years [6-10]	GIB percentage upon initial PIP if no Withdrawals have occurred in Benefit Years [11+]OR when first Withdrawal occurs in Benefit Years [11+]
Under 40	3.00%	3.25%	3.50%
40-54	3.50%	3.75%	4.00%
55-under 59.5	4.00%	4.25%	4.50%
59.5-64	4.50%	4.75%	5.00%
65-79	5.00%	5.25%	5.50%
80+	6.00%	6.25%	6.50%

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

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.

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.

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.

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.

Initial GAI Percentage Table¹ - Single Measuring Life Option

Age of Measuring Life	GAI Rate Benefit Years [1-5] if no Withdrawals have occurred OR when first Withdrawal occurs in Benefit Years [1-5]	GAI Rate Benefit Years [6-10] if no Withdrawals have occurred OR when first Withdrawal occurs in Benefit Years [6-10]	GAI Rate Benefit Years [11+] if no Withdrawals have occurred OR when first Withdrawal occurs in Benefit Years [11+]
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Initial GAI Percentage Table¹ - Joint Measuring Life Option

Age of Younger or Surviving Measuring Life	GAI Rate Benefit Years [1-5] if no Withdrawals have occurred OR when first Withdrawal occurs in Benefit Years [1-5]	GAI Rate Benefit Years [6-10] if no Withdrawals have occurred OR when first Withdrawal occurs in Benefit Years [6-10]	GAI Rate Benefit Years [11+] if no Withdrawals have occurred OR when first Withdrawal occurs in Benefit Years [11+]
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RANGE: 1-25 years

EXPLANATION: The Benefit Year in which a GAI Rate increase, if applicable, may occur once minimum age requirements are met. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions.

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

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]. For Non-qualified contracts, if the Measuring Life Option is Joint, the younger or surviving Measuring Life's age shall be applicable to this requirement. For Qualified contracts, if the Measuring Life Option is Joint, the current Owner'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.

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Initial GIB Percentage Table¹- Single Measuring Life Option

Age of Measuring Life	GIB percentage upon initial PIP if no Withdrawals have occurred in Benefit Years [1-5], OR when first Withdrawal occurs in Benefit Years [1-5]	GIB percentage upon initial PIP if no Withdrawals have occurred in Benefit Years [6-10] OR when first Withdrawal occurs i in Benefit Years [6-10]	GIB percentage upon initial PIP if no Withdrawals have occurred in Benefit Years [11+]OR when first Withdrawal occurs in Benefit Years [11+]
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Initial GIB Percentage Table¹- Joint Measuring Life Option

Age of Younger or Surviving Measuring Life	GIB percentage upon initial PIP if no Withdrawals have occurred in Benefit Years [1-5], OR when first Withdrawal occurs in Benefit Years [1-5]	GIB percentage upon initial PIP if no Withdrawals have occurred in Benefit Years [6-10] OR when first Withdrawal occurs i in Benefit Years [6-10]	GIB percentage upon initial PIP if no Withdrawals have occurred in Benefit Years [11+]OR when first Withdrawal occurs in Benefit Years [11+]
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RANGE: 1-25 years

EXPLANATION: The Benefit Year in which a GIB Percentage increase, if applicable, may occur once minimum age requirements are met. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions.

Page 10

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.

Page 10

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.

Page 15

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

Page 2

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.

Page 4

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.]

Page 5

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]

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 Enhancement or will be deleted in its entirety, based upon whether the Enhancement Period restarts upon an Automatic Annual Step-Up

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:

Eligibility Limitations

1) The commencement of Periodic Income Payments under the VAPOR is available subject to the Company's maximum and minimum VAPOR age limits. For Non-qualified contracts, if the Measuring Life Option is Joint, the younger or surviving Measuring Life's age shall be applicable to this requirement. For Qualified contracts, if the Measuring Life Option is Joint, the current Owner's age shall be applicable to this requirement. [For Qualified contracts, if the Measuring Life Option is Joint and if the Owner is more than [10] years older than the Secondary Life than the Owner may not elect to receive Periodic Income Payments under VAPOR].

RANGES:

(i): The variable text will either appear, or not appear.

(ii): Restriction may range from 1 year - 50 years, or may be removed entirely.

EXPLANATION: Item (i), for risk management protection, we need the ability to limit the age differential between the owner and the secondary life on a class basis for new contracts going forward. For item (ii), the maximum age difference between the Owner and the Secondary Life for VAPOR with the Guaranteed Income Benefit provided by this rider may vary as determined by Us, but shall be the same or all contract holders of a given class. Flexibility is necessary to ensure availability of the most attractive design in a variety of market conditions.

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.

Page 8

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.

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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.