

SERFF Tracking Number: LCNC-128247620 State: Arkansas
Filing Company: The Lincoln National Life Insurance Company State Tracking Number:
Company Tracking Number: AN 700 01/12, AN 700-CS 01/12, EM28939
TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
Product Name: Group Fixed Annuity Contract
Project Name/Number: Alliance 2012/AN 700 01/12, AN 700-CS 01/12, EM28939

Filing at a Glance

Company: The Lincoln National Life Insurance Company

Product Name: Group Fixed Annuity Contract SERFF Tr Num: LCNC-128247620 State: Arkansas

TOI: A02G Group Annuities - Deferred Non- SERFF Status: Closed-Approved- State Tr Num:
variable Closed

Sub-TOI: A02G.002 Flexible Premium Co Tr Num: AN 700 01/12, AN 700- State Status: Approved-Closed
CS 01/12, EM28939

Filing Type: Form

Reviewer(s): Linda Bird

Authors: Robert Gorey, Anabela
Tavares

Disposition Date: 05/08/2012

Date Submitted: 04/26/2012

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Alliance 2012

Project Number: AN 700 01/12, AN 700-CS 01/12, EM28939

Requested Filing Mode:

Status of Filing in Domicile: Authorized

Date Approved in Domicile:

Domicile Status Comments: These forms are
exempt from filing in our domicile State of
Indiana effective April 7, 1999

Market Type: Group

Group Market Size: Small and Large

Overall Rate Impact:

Explanation for Combination/Other:

Submission Type: New Submission

Group Market Type: Employer

Filing Status Changed: 05/08/2012

State Status Changed: 05/08/2012

Created By: Anabela Tavares

Deemer Date:

Submitted By: Robert Gorey

Corresponding Filing Tracking Number:

Filing Description:

The Lincoln National Life Insurance Company

NAIC #: 65676

FEIN#: 35-0472300

Re: AN 700 01/12 – Unallocated Group Fixed Annuity Contract

SERFF Tracking Number: LNCN-128247620 State: Arkansas
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AN 700-CS 01/12 – Unallocated Group Fixed Annuity Contract Specifications
SOV AN700 01/12 – Statement of Variability
EM28939 – Application for Group Fixed Annuity Contract

We submit the above noted Group Fixed Annuity Contract forms for your review and approval. These forms are new and do not replace any existing forms. These forms are intended to comply with the laws and regulations of your jurisdiction. They are submitted in final printed form and are subject only to minor modifications in paper stock, ink, and adaptation to computer printing.

The forms are exempt from filing in our domicile State of Indiana effective April 7, 1999.

Form AN 700 01/12 is an unallocated Group Fixed Annuity Contract. It is similar to form AR-700 10/09 previously approved by your department on 10/21/2009. We have revised the GMIR formula and made other minor modifications.

This group fixed annuity is intended for use in the Employer and institutional markets including IRC 401(a); IRC 403(a) and (b); and IRC 457. The products have no front loads or surrender charges. There are limitations on withdrawals, which may be waived for death, disability, and/or termination of employment as defined by the plan. Some contracts have a 20% free withdrawal provisions; others may have a 90-day equity wash requirement.

Form AN 700-CS 01/12 is the corresponding contract specification pages for this contract. On the Contract Specifications, all bracketed material indicates variable data. The Statement of Variability provides a detailed explanation on all variable items.

Application Form for Group Fixed Annuity Contract, Form EM28939, will be used in conjunction with this contract form and any similar fixed annuity contract that may be filed in the future. We reserve the right to make this application available electronically subject to compliance with the Uniform Electronic Transactions Act, and to the extent applicable, the federal E-SIGN Act. Please note; if used in an electronic capacity, there will be no additional reflexive or scripted questions.

Thank you for your consideration of this filing. Should you have any questions, or need any additional information to complete your review, please feel free to contact me as noted below.

State Narrative:

Company and Contact

Filing Contact Information

SERFF Tracking Number: LCNC-128247620 State: Arkansas
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Rob Gorey, Director, Product Compliance Robert.Gorey@lfg.com
 350 Church Street 860-466-2908 [Phone]
 MPM-10 860-466-1348 [FAX]
 Hartford, CT 06103-1106

Filing Company Information

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

Filing Fees

Fee Required? Yes
 Fee Amount: \$150.00
 Retaliatory? No
 Fee Explanation:
 Per Company: No

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|---|----------|----------------|---------------|
| The Lincoln National Life Insurance Company | \$150.00 | 04/26/2012 | 58576191 |

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Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|-----------------|------------|------------|----------------|
| Approved-Closed | Linda Bird | 05/08/2012 | 05/08/2012 |

Objection Letters and Response Letters

| Objection Letters | | | | Response Letters | | |
|---------------------------|------------|------------|----------------|------------------|------------|----------------|
| Status | Created By | Created On | Date Submitted | Responded By | Created On | Date Submitted |
| Pending Industry Response | Linda Bird | 05/03/2012 | 05/03/2012 | Robert Gorey | 05/08/2012 | 05/08/2012 |

SERFF Tracking Number: LCNC-128247620 *State:* Arkansas
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Disposition

Disposition Date: 05/08/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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| Schedule | Schedule Item | Schedule Item Status | Public Access |
|---------------------|---------------------------------|----------------------|---------------|
| Supporting Document | Flesch Certification | No | No |
| Supporting Document | Application | Yes | Yes |
| Supporting Document | Life & Annuity - Actuarial Memo | No | No |
| Supporting Document | Statement of Variability | Yes | Yes |
| Supporting Document | Certificate of Compliance | Yes | Yes |
| Form | Group Annuity Contract | Yes | Yes |
| Form | Contract Specifications | Yes | Yes |
| Form | Group Annuity Application | Yes | Yes |

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Objection Letter

| | |
|-------------------------|---------------------------|
| Objection Letter Status | Pending Industry Response |
| Objection Letter Date | 05/03/2012 |
| Submitted Date | 05/03/2012 |
| Respond By Date | 06/04/2012 |

Dear Rob Gorey,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment: Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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Response Letter

Response Letter Status Submitted to State
Response Letter Date 05/08/2012
Submitted Date 05/08/2012

Dear Linda Bird,

Comments:

Thank you for your prompt review.

Response 1

Comments: Attached please find our certification.

Related Objection 1

Comment:

Ark. Code Ann. 23-79-138 requires that certain information accompany every policy. Bulletin 15-2009 further address this issue.

Regulation 19s10B requires that all new or revised filings submitted must contain a certification that the submission meets the provisions of this rule as well as all applicable requirements of this Department.

Changed Items:

Supporting Document Schedule Item Changes

Satisfied -Name: Certificate of Compliance

Comment: Certificate of Compliance attached.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

We look forward to your favorable reply.

Sincerely,

Anabela Tavares, Robert Gorey

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Form Schedule

Lead Form Number:

| Schedule Item Status | Form Number | Form Type Form Name | Action | Action Specific Data | Readability | Attachment |
|----------------------|-----------------|--|---------|----------------------|-------------|---------------------|
| | AN 700 01/12 | Policy/Cont Group Annuity ract/Fratern Contract al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider | Initial | | 57.000 | AN 700 01-12.pdf |
| | AN 700-CS 01/12 | Schedule Contract Pages Specifications | Initial | | 57.000 | AN 700-CS 01-12.pdf |
| | EM28939 4/12 | Application/Group Annuity Enrollment Application Form | Initial | | 57.000 | EM28939 4.12.pdf |



The Lincoln National Life Insurance Company

(the "Company")

**Service Office: [1300 South Clinton Street
Fort Wayne, IN 46802]**

A Stock Company

GROUP ANNUITY CONTRACT

The Lincoln National Life Insurance Company agrees to provide the benefits and other rights in accordance with the terms of this contract.

This Contract is delivered in the jurisdiction of and is governed by the laws of [State/Commonwealth of Contract Owner].

**UNALLOCATED
GROUP FIXED ANNUITY CONTRACT
NONPARTICIPATING**


President


Secretary

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ARTICLE 1 – DEFINITIONS

Section

- 1.01** Annuitant and Contingent Annuitant – The persons upon whose lives the Annuity Payouts made after the Annuity Commencement Date will be based.
- 1.02** Annuity Commencement Date – The date when money is withdrawn for payment of Annuity Payouts under the annuity option selected.
- 1.03** Annuity Payout – An amount paid at regular intervals under one of several options available to the Annuitant and/or any other payee.
- 1.04** Beneficiary – The person or entity designated by the Annuitant to receive a death benefit, if any, payable upon the death of the Annuitant.
- 1.05** Book Value – The value of the Contract Owner Account. It is the sum of Contributions plus interest credited, less withdrawals.
- 1.06** Code – The Internal Revenue Code of 1986, as amended.
- 1.07** Company (we, us, our) – The Lincoln National Life Insurance Company.
- 1.08** Competing Fund – An investment option which we have determined to be a Competing Fund with this Contract. Such investment options will include fixed accounts of annuities, money market funds, short-term bond funds, short-term lifecycle funds or any other fund with similar investment objectives, duration or market volatility. Investment options will also include individual brokerage accounts and if we are not the exclusive providers of the Plan, all investment options of other providers. We reserve the right to determine if other investment options meet the requirements of this Definition.
- If a current investment option changes its investment mix and, as a result, becomes a Competing Fund, we will give you written notice before the restrictions will be enforced according to this provision.
- 1.09** Contract – The agreement between the Contract Owner and the Company providing a group fixed annuity to fund the Plan.
- 1.10** Contract Owner (you, your) – The Contract Owner shown on the Contract Specifications.
- 1.11** Contract Owner Account – An account maintained under this Contract to account for Contributions, interest and withdrawals.
- 1.12** Contract Year – The twelve (12) month period which begins on the Effective Date as set forth in the Contract Specifications or on the anniversary of the Effective Date.
- 1.13** Contributions – Amounts paid into the Contract to purchase an annuity.
- 1.14** Notice – A written, signed communication or another manner approved in advance by the Company, in good order, from the Contract Owner to the Company.
- 1.15** Participant – A person defined as a Participant in the Plan.
- 1.16** Plan – The plan named in the Contract Specifications, which includes any employer based arrangement whether or not considered a plan under State or Federal law.
- 1.17** Service Office – Our principal place of business as shown on the cover page of this Contract.
- 1.18** Spouse – means an individual who would be recognized as a Spouse under federal law.

ARTICLE 2 – PURPOSE OF CONTRACT

Section

- 2.01** This is a group fixed annuity Contract. This Contract may be used to fund all or part of the Plan's obligation to the Participants.
- 2.02** The provisions of the Plan control the operation of the Plan. The provisions of the Contract control the operation of the Contract.
- 2.03** We are not a party to the Plan. The Plan is mentioned merely for reference purposes. Except for the obligations provided under this Contract, we have no liability under the Plan. We are under no obligation under or by reason of issuance of this Contract either (a) to determine whether any payment or distribution under this Contract complies with the provisions, terms and conditions of the Plan or with applicable law, or (b) to administer the Plan, including without limitation, any provisions required by the Retirement Equity Act of 1984.
- 2.04** This Contract can be issued in connection with a Plan which meets the requirements of the Code. We may require evidence of qualification of the Plan. This Contract cannot be used as a non-qualified annuity under Section 72 of the Code.

ARTICLE 3 – FUNDING

Section

- 3.01** Contributions must be made to us at a location designated by us.
- 3.02** Contributions which exceed twice the amount of Contributions made in the prior 12 month period may be made only with our permission.
- 3.03** We will credit interest daily on all Contributions. The rate of interest credited each day, if compounded for 365 days, yields the effective annual interest rate in effect for the day. We guarantee that we will credit an effective annual interest rate not less than the Minimum Guaranteed Interest Rate as shown in the Contract Specifications as of the date that the applicable rate was declared.
- 3.04** At least once during each Contract Year, we will provide a report of the Book Value.

ARTICLE 4 – WITHDRAWALS

Section

- 4.01** Withdrawals will be allowed during the life of this Contract if the withdrawal is for one of the following reasons:
- a. Withdrawal due to the Participant's death or disability, as defined by the Code;
 - b. Withdrawal due to the Participant's retirement or separation of service, excluding separation of service due to Plan termination, plant shutdown or any other program instituted by the employer which would reduce the work force by more than 20%;
 - c. Withdrawal due to the Participant's financial hardship or unforeseeable emergency as defined by the Code and if applicable, certified by the Employer;
 - d. Withdrawal pursuant to a Qualified Domestic Relations Order (QDRO);
 - e. Withdrawal due to the annuitization under the Contract (Article 5).

- 4.02** You must submit withdrawal requests in writing to us. We reserve the right to require proof of the event giving rise to any withdrawal under this Contract.
- 4.03** Total withdrawals on any one day will be limited to the Book Value. We reserve the right to defer any payment for a period not to exceed 6 months after a request is received. The then current interest rate methodology will be applied during this period.
- 4.04** Refer to the Contract Specifications for additional withdrawal provisions.

ARTICLE 5 – ANNUITY OPTIONS

Section

- 5.01** You may establish an annuity benefit for any Annuitant. The amount needed to establish the annuity benefit will be withdrawn from the Contract Owner Account, as directed by you using the amount available for the Annuitant under the provision of section 4.01. Such annuity benefit will be established using the rates in Article 8.
- 5.02** All annuity benefits are guaranteed annuities payable in fixed dollar amounts. These annuity payment options are available:
- a. Single Life Annuity Only - Monthly payments will be made only during the life of the Annuitant.
 - b. Single Life Annuity, Period Certain - Monthly payments will be made during the life of the Annuitant. In the event of the Annuitant's death prior to the period certain of 10, or 20 years, as selected, payments will continue to the beneficiary for the remainder of that period.
 - c. Joint and Survivor Life Annuity - Monthly payments will be made during the life of the Annuitant with a survivor annuity for the life of the Annuitant's contingent annuitant. Upon the death of the Annuitant, one-half, two-thirds, or the full amount of the annuity payments will continue to the contingent annuitant, if living, and will terminate upon the death of such contingent annuitant. We may require satisfactory proof of Annuitant's and contingent annuitant's death.
 - d. We reserve the right to offer additional payment options.

The form of annuity or a contingent annuitant may not be changed subsequent to the issuance of the certificate.

- 5.03** Article 8 of this contract shows the annuity amounts and the age adjustments which will be used to determine monthly annuity payment options. The tables show the dollar amount of the guaranteed monthly annuity payments which can be established with each \$1,000.
- 5.04** The minimum monthly annuity payment available is \$100. We reserve the right to change the frequency of the annuity payments from twelve times a year to four times a year, two times a year, or once a year so that the payments will be at least \$100 each.
- 5.05** We will issue to each Annuitant a certificate or supplemental contract which sets forth the amount and terms of the annuity benefit.
- 5.06** No annuity benefit may be assigned or attached, except those benefits assigned or attached by a Qualified Domestic Relations Order pursuant to the Retirement Equity Act of 1984, as may be amended, or pursuant to the Federal Tax Levy under Code section 6331.
- 5.07** If we receive proof that a person receiving payments under this contract is legally or mentally incompetent, the payments may be made to any person deemed a legal representative by a court of competent jurisdiction; as mandated by the court or required by regulation.

5.08 We will require satisfactory proof of each Annuitant's age. If it is determined that an Annuitant's age has been misstated, annuity payments will be adjusted. Any underpayments already made will be made up immediately and any overpayments already made will be charged against the annuity payments becoming due after the adjustment.

5.09 The Annuitant may name a beneficiary or a contingent annuitant at the time the annuity is established. If a married Annuitant does not name a beneficiary, the Annuitant's spouse will be treated as the named beneficiary under this Contract.

The Annuitant may change the beneficiary at any time without the consent of a named beneficiary unless the previous designation provides otherwise. However, if the Annuitant is married, the Annuitant's spouse must agree in writing to another person being named Beneficiary or contingent annuitant. The change will be effective upon receipt of the Notice. A beneficiary or a contingent annuitant does not have the right to name a beneficiary.

5.10 If the Annuitant dies on or after annuity payments commence, the remaining portion of the Annuitant's interest, if any, will continue to be distributed under the annuity payment option chosen.

If an Annuitant dies and there is no named beneficiary living at the time of the Annuitant's death, the Annuitant's estate will be paid guaranteed payments, if any, in one lump sum.

If a named beneficiary is receiving guaranteed payments and dies, the remaining payments, if any, will be paid in one lump sum to a named contingent beneficiary, if living, at the time of the beneficiary's death. If no contingent beneficiary is named or if no contingent beneficiary is living, payments will be made to the beneficiary's estate.

Lump sum payments will equal the commuted guaranteed payments at the portfolio rate then being credited.

Due proof of death will be either the certificate of death, a copy of the certified statement of death from the attending physician, a copy of a certified decree of a court of competent jurisdiction as to the finding of death, or any other proof satisfactory to us.

5.11 We may, at any time, require proof that any person who is entitled to receive annuity payments under this contract is living when payment is contingent upon survival of such person.

ARTICLE 6 – CONTRACT TERMINATION

Section

6.01 You may terminate this Contract at any time by giving Notice of such termination at least 90 days in advance of the termination date and electing one of the Payment Options in the Contract Specifications. Upon Notice, the Company will immediately begin the process of termination and make the appropriate payout according to the timing specified under the payment option.

- 6.02** We may give you written Notice that this Contract is to be terminated if
- a. any charges billed to you have not been paid to us within 30 days; or
 - b. the Plan ceases to meet the requirements of the Code for purchasers of this Contract; or
 - c. at any time following the end of the third Contract Year, the Contract Owner Account is less than \$15,000; or
 - d. at any time following the end of the third Contract Year, there is no deposit activity for a 24 consecutive month period and the Contract Owner Account is less than \$50,000; or
 - e. You fail to furnish requested information or other documentation; or
 - f. We discover any misrepresentation of material information; or
 - g. If we discontinue offering this Contract form to the public.
 - h. If the plan sponsor terminates the recordkeeping agreement with us or one of our affiliates.

The Notice will specify a termination date at least 90 days from the date of the Notice. The choices under the Payment Options upon Contract Termination are set forth in the Contract Specifications. If no option is selected by the termination date, the Five (5) Year Book Value option will be utilized.

- 6.03** As directed by you, the balance in the Contract Owner Account on the termination date may be paid in one of the Payment Options upon Contract Termination shown on the Contract Specifications.
- 6.04** All payments will be made to a Plan trustee as directed by you. We will rely on your Notice to transfer assets to a specified party. We do not need to verify that such specified party has the right to receive any payments.
- 6.05** This Contract will terminate on the date the last payment is made under the provisions of Article 6.
- 6.06** No Contributions will be accepted after Notice of Contract Termination is received and no withdrawals will be permitted except under Section 4.01 as stipulated herein.

ARTICLE 7 – GENERAL PROVISIONS

Section

- 7.01** This Contract, any amendments, endorsements and riders, together with the application signed by you constitutes the entire contract between you and us.
- 7.02** We may rely on any action or information provided by you under the terms of this Contract and will be relieved and discharged from any further liability to any party in acting at the direction and upon your authority. All statements made by you will be deemed representations and not warranties.
- 7.03** Except as allowed by the Plan or applicable law, neither this Contract nor the Participant's interest in this Contract may be transferred, sold, assigned, discounted or pledged, either as collateral for a loan or as security for the performance of an obligation or for any other purpose.
- 7.04** We may prohibit new Contributions to this Contract if we discontinue offering this contract form to the public on a date specified by us, provided you are given at least 90 days advanced written Notice.
- 7.05** We have the right to amend this Contract as follows:

To maintain this contract under applicable local, state, or federal laws or regulations, such as the Internal Revenue Code, Internal Revenue Service regulations, or published revenue rulings.

- 7.06** You and we may also mutually agree to amend this Contract. The consent of any Annuitant or beneficiary is not required. No amendment will adversely affect the terms of any certificate that has already been issued to an Annuitant under the provisions of this Contract.
- 7.07** Any change to this Contract must be in writing and signed by our President, Vice-President, Secretary or an Assistant Secretary. We will give written notice of any change at least 60 days prior to the effective date of the change.
- 7.08** We are not liable to provide sufficient funds to provide the Plan's benefits.
- 7.09** No suit may be brought in relationship to this Contract unless it is brought within three (3) years after the date on which the suit could have first been brought. If this limitation is prohibited by the laws of the state by which the Contract is governed, this limitation will be deemed to be amended to agree with the minimum period of limitation permitted by those laws.
- 7.10** Our failure to perform or insist upon the strict performance of any provision or condition of this contract will not:
- a. constitute a waiver of our rights to perform or require performance of such provision or condition; or
 - b. prohibit us from exercising any other rights we may have in such provision, condition, or otherwise in this Contract.
- 7.11** If any provision of this Contract is determined to be invalid, the remainder of the provisions will remain in full force and effect.
- 7.12** Federal, state or local government premium tax, if applicable, will be deducted from either the Contribution when received or at time of withdrawal or annuitization.
- 7.13** We are not a trustee for assets held in this Contract.
- 7.14** We reserve the right to recover assets previously deposited into this Contract due to an error (including any gain and less any loss while such assets were invested in this Contract) and agree to credit the Contract any amount not previously deposited into this Contract due to an error (including any gain and less any loss while such assets were not invested in the Contract) to reflect the correct account balance as though the error had not occurred. We reserve the right to utilize legal remedies to pursue losses incurred as a result of an error.
- 7.15** We reserve the right to suspend or postpone the processing of any transactions under this Contract for any period when:
- a. an Act of God or other emergency occurs; or
 - b. trading on the New York Stock Exchange is restricted; or
 - c. a State Insurance Department permits for protection of Contract Owners; or
 - d. our systems fail.
- 7.16** If you have any questions concerning this Contract, please contact our Service Office at the address shown on the cover page of this Contract.

**ARTICLE 8 – ANNUITY PURCHASE RATES
UNDER A FIXED PAYOUT OPTION**

SINGLE LIFE ANNUITY TABLE
SINGLE LIFE CERTAIN PERIOD TABLE

DOLLAR AMOUNT OF FIRST MONTHLY PAYMENT WHICH IS
PURCHASED WITH EACH \$1,000 APPLIED

| Annuitant Age | No Period Certain | 10 Years Certain | 20 Years Certain |
|---------------|----------------------|---------------------|---------------------|
| 55 | \$2.62 | \$2.61 | \$2.58 |
| 56 | 2.68 | 2.67 | 2.64 |
| 57 | 2.74 | 2.73 | 2.70 |
| 58 | 2.81 | 2.80 | 2.76 |
| 59 | 2.88 | 2.87 | 2.82 |
| 60 | 2.96 | 2.94 | 2.89 |
| 61 | 3.04 | 3.02 | 2.95 |
| 62 | 3.12 | 3.10 | 3.02 |
| 63 | 3.21 | 3.19 | 3.10 |
| 64 | 3.31 | 3.28 | 3.17 |
| 65 | 3.41 | 3.38 | 3.25 |
| 66 | 3.52 | 3.48 | 3.33 |
| 67 | 3.63 | 3.59 | 3.41 |
| 68 | 3.75 | 3.71 | 3.50 |
| 69 | 3.89 | 3.83 | 3.58 |
| 70 | 4.03 | 3.96 | 3.67 |

Annuity 2000 Individual Annuity Mortality Table Female, Projected to 2030 and then Generation projection Scale G, with 1% interest rate.

Annuity purchase rates for any Age(s) not shown, determined on the same basis, will be furnished by us upon request.

Age Adjustment Table

| <u>Year of Annuitization</u> | <u>Adjustment to Age</u> |
|------------------------------|--------------------------|
| Before 2030 | 0 |
| 2030-2039 | 1 |
| 2040-2049 | 2 |
| 2050-2059 | 3 |
| 2060 and after | Available upon request |

JOINT AND SURVIVOR LIFE ANNUITY TABLE

DOLLAR AMOUNT OF FIRST MONTHLY PAYMENT WHICH IS PURCHASED WITH EACH \$1,000 APPLIED

| Contingent Annuitant Age | 100% | 66.2/3% | 50% |
|-----------------------------|------------------|------------------|------------------|
| | Joint & Survivor | Joint & Survivor | Joint & Survivor |
| 55 | \$2.32 | \$2.36 | \$2.46 |
| 56 | 2.37 | 2.41 | 2.52 |
| 57 | 2.42 | 2.47 | 2.58 |
| 58 | 2.47 | 2.52 | 2.64 |
| 59 | 2.52 | 2.59 | 2.71 |
| 60 | 2.58 | 2.65 | 2.78 |
| 61 | 2.64 | 2.72 | 2.85 |
| 62 | 2.70 | 2.79 | 2.93 |
| 63 | 2.76 | 2.86 | 3.02 |
| 64 | 2.83 | 2.94 | 3.11 |
| 65 | 2.91 | 3.03 | 3.20 |
| 66 | 2.99 | 3.12 | 3.30 |
| 67 | 3.07 | 3.22 | 3.41 |
| 68 | 3.16 | 3.32 | 3.53 |
| 69 | 3.26 | 3.43 | 3.65 |
| 70 | 3.36 | 3.55 | 3.79 |

*The Joint Life's Age is assumed to be the same as the Annuitant's Age.

Annuity purchase rates for any Age(s) not shown, determined on the same basis, will be furnished by the Company upon request.

Annuity purchase rates for any agreed upon annuity form not shown in this Article will be determined on the same basis and furnished by the Company upon request.

Age Adjustment Table

| <u>Year of Annuitization</u> | <u>Adjustment to Age</u> |
|------------------------------|--------------------------|
| Before 2030 | 0 |
| 2030-2039 | 1 |
| 2040-2049 | 2 |
| 2050-2059 | 3 |
| 2060 and after | Available upon request |

The Lincoln National Life Insurance Company

Service Office: [1300 South Clinton Street
Fort Wayne, IN 46802]

A Stock Company

**UNALLOCATED
GROUP FIXED ANNUITY CONTRACT
NONPARTICIPATING**

Contract Specifications

CONTRACT NUMBER: [Specimen]
CONTRACT OWNER: [The Trustees of A.B.C. Company Pension Trust]
EFFECTIVE DATE: [January 1, 2012]
EMPLOYER: [A.B.C. Company]
PLAN: [A.B.C. Company Pension Plan]

INTEREST RATE

MINIMUM GUARANTEED INTEREST RATE: [1.00]% [for all years]

Interest rates for each quarter will be declared and made available reasonably in advance of that quarter.

SEPARATE ACCOUNT

[The Lincoln National Life Insurance Company Separate Account 2] has been established and maintained pursuant to Indiana law and will hold the assets of this Contract. Assets in [The Lincoln National Life Insurance Company Separate Account 2] are not charged with liabilities arising out of any of our other businesses that are not associated with [The Lincoln National Life Insurance Company Separate Account 2]. The value of the Contract Owner Account does not vary in direct relation to the performance of the underlying Separate Account assets. On any given day, the value of the assets held in the Separate Account may be less than the value of the Contract Owner Account.

[Contributions and interest become part of the general assets of the Company.]

PLAN REIMBURSEMENT

We will credit to this Contract [up to \$500,000.00] by [September 1, 2012] as reimbursement to the Plan of the exit charges assessed against the Plan under the investment vehicle from which the Contributions to this Contract were received.

WITHDRAWALS

A Participant initiated withdrawal which occurs for any other reason not stated in Section 4.01 will be allowed, but will be subject to the following restrictions:

Participant initiated withdrawals to a Competing Fund, as defined in the Contract, will not be permitted. In addition, withdrawals will not be permitted for 90 days after a transfer from any other investment option in the Plan to a Competing Fund. Finally, if a withdrawal from this Contract is allowed for a Participant, transfers thereafter from any other investment option in the Plan to a Competing Fund will not be permitted for 90 days. These restrictions apply at the Participant level.

If a current investment option in the Plan changes its investment mix and, as a result, becomes a Competing Fund, we will give you 90 days written notice before the restrictions will be enforced according to this provision.

Contract Owner initiated withdrawals of the Contract Owner Account will also be subject to the same restrictions and will apply to the portion of the Contract Owner Account not attributable to Participants.

PAYMENT OPTIONS UPON CONTRACT TERMINATION

[a.] [Five (5) Year] Book Value Option

The Contract Owner may request termination of this Contract under the [Five (5) Year] Book Value installment option. If this option is specified, the Contract Owner Account will be paid in 6 payments to a trustee of the Plan or to a financial institution designated by you. The timing and percentage of each installment payment will be as indicated in the following schedule:

| Transaction Dates | Percentage Eligible For Payment |
|----------------------|------------------------------------|
| Initial date | [20%] of the balance on such date |
| [First anniversary] | [20% of the balance on such date |
| [Second anniversary] | [25%] of the balance on such date |
| [Third anniversary] | [33%]of the balance on such date |
| [Fourth anniversary] | [50%] of the balance on such date |
| [Fifth anniversary] | [100%] of the balance on such date |

After the initial date, assets remaining in the Contract Owner Account will continue to receive interest in the same manner as before installments began.

No contributions will be accepted and no other withdrawals except those allowed under Section 4.01 are available. You may at any time after the initial date rescind the election of scheduled withdrawals. In this event, withdrawals will not be available until the 1 year anniversary of the last withdrawal made before rescinding the election of the scheduled withdrawals. The then current interest rate methodology will be applied during the scheduled withdrawal period.

[b.] Market Value Payment Option

The Contract Owner may request termination of this Contract under the Market Value Payment Option. If this option is specified, the Contract Owner Account as reduced by a Market Value Factor will be paid in a lump sum on the termination date. We will determine the amount payable as follows:

The amount payable will be the Contract Owner Account times a market value factor. The Market Value Factor is the lesser of 1.00 or the ratio of:

$$\frac{\text{Current Bond Price}}{\text{Par Value of that Bond}}$$

We will calculate at the time of Contract Termination the Current Bond Price to equal the price of a bond:

1. issued with a maturity of [6.5] years;
2. bearing interest at the [5] year average of the [Barclays Capital U.S. Aggregate Bond Index] as of the most recent month end prior to the receipt of the Notice of Termination, however, if the Contract has been in force for less than [2] years, the average yield will be computed over the time period that the Contract has been in force; and
3. calculated to yield the [Barclays Capital U.S. Aggregate Bond Index] as of the most recent month end prior to the receipt of the Notice of Termination. If the [Barclays Capital U.S. Aggregate Bond Index] ceases to be published, we will select a comparable index. Once the Contract has been in force for [2] years, we reserve the right to substitute a different market value adjustment formula. We will provide written notice to the Contract Owner of this change.

If the amount payable, as determined above, is less than the principal in the Contract Owner Account accumulated at an effective annual Minimum Guaranteed Interest Rate, then the amount payable will be changed to equal the principal accumulated at an effective annual Minimum Guaranteed Interest Rate. For purposes of this paragraph, principal is defined as Contributions minus withdrawals, if any, but no less than zero.

Your election to receive the Contractowner Account in a market value adjusted lump sum must be done for the primary benefit of the Participants. If, subsequent to such lump sum payment, we are ordered by any court of competent jurisdiction to refund all or any portion of a loss to Participants, you will reimburse such amounts to us.

[c.] [36] Month Book Value Payment Option

The Contract Owner may request termination of this Contract under the [36] Month Book Value Payment Option. Upon written Notice from you to terminate this Contract under this option, the Company will guarantee payment of the Contract Owner Account at Book Value at some time during the [36] months following receipt of the Notice, with such payout date determined by the Company. The date of payout that the Company selects will become the date of termination of the contract.

Immediately upon receipt of this Notice of termination from you and continuing for the period until termination, no contributions will be accepted and no other withdrawals except those allowed under Section 4.01 are available. The then current interest rate methodology will be applied during this period.

Accepted by: _____
Contract Owner

Date: _____ By: _____
Signature and Title



THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

APPLICATION FOR ALLOCATED/UNALLOCATED GROUP FIXED ANNUITY CONTRACT

1. CONTRACT INFORMATION

Contract Owner's name _____ Tax ID # _____

Address _____

City, State, Zip _____

2. PLAN INFORMATION

Plan name _____

Trustee's name _____ Title _____

Indicate a plan type _____

3. PAYMENT INFORMATION

First year lump sum payment \$ _____ Recurring annual payment \$ _____

4. REMARKS

5. SIGNATURES - Attach an additional sheet if necessary.

By signing below, you, the contract owner or the individual(s) listed below, certify that:

- You are authorized to purchase this contract [on behalf of the plan.]
- If this contract is being purchased to fund a 401(a), 403(b), 414(d), or a 457 plan, you certify that the purchase payments are qualified under sections 401(a), 403(b), 414(d) or 457, as applicable, of the Internal Revenue Code or in the opinion of your counsel.
- To the best of your knowledge, all information provided is complete and accurate.

Residents of all states except DC, FL, NJ, OK, PA, WA, AR, CO, KY, LA, ME, NM, OH, RI, TN and NY, please note: Any person who knowingly, and with intent to defraud any insurance company or other person, files or submits an application or statement of claim containing any materially false or deceptive information, or conceals, for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and may subject such person to criminal and civil penalties.

For District of Columbia residents only: **WARNING:** it is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

For Florida residents only: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

For New Jersey residents only: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

For Oklahoma and Pennsylvania residents only: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

For Washington residents only: Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law.

For Arkansas, Colorado, Kentucky, Louisiana, Maine, New Mexico, Ohio, Rhode Island, Tennessee residents only: Any person who, knowingly and with intent to injure, defraud or deceive any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and may subject such person to criminal and civil penalties, fines, imprisonment, or a denial of insurance benefits.

Provide the name(s) and title of individual(s) authorized to sign on behalf of this contract.

Name _____ Title _____

Name _____ Title _____

Signed at (City/State) _____ Date _____

Contract Owner's Signature _____ Date _____

Registered Representative's Signature _____ Date _____

IF APPLICABLE

6. REPRESENTATIVE REPORT - Attach an additional sheet if necessary.

Servicing Agent's name _____

Soc. Sec. # _____ SA Code _____ % _____

Servicing Agent's name _____

Soc. Sec. # _____ SA Code _____ % _____

Mail to: The Lincoln National Life Insurance Company

[PO Box 2212
Fort Wayne, IN 46801-2212]

By Express Mail:

[Lincoln Financial Group
1300 South Clinton Street
Fort Wayne, IN 46802-3506]

Telephone number: [800-4LINCOLN (800 454-6265)]
Fax number: [260 455-4255]
[LincolnFinancial.com]

SERFF Tracking Number: LCNC-128247620 State: Arkansas
 Filing Company: The Lincoln National Life Insurance Company State Tracking Number:
 Company Tracking Number: AN 700 01/12, AN 700-CS 01/12, EM28939
 TOI: A02G Group Annuities - Deferred Non-variable Sub-TOI: A02G.002 Flexible Premium
 Product Name: Group Fixed Annuity Contract
 Project Name/Number: Alliance 2012/AN 700 01/12, AN 700-CS 01/12, EM28939

Supporting Document Schedules

| | Item Status: | Status Date: |
|--|---------------------|---------------------|
| Bypassed - Item: Flesch Certification | | |
| Bypass Reason: N/A - Exempt | | |
| Comments: | | |

| | Item Status: | Status Date: |
|--------------------------------------|---------------------|---------------------|
| Satisfied - Item: Application | | |
| Comments: | | |
| See new form attached to Forms tab | | |

| | Item Status: | Status Date: |
|--|---------------------|---------------------|
| Satisfied - Item: Life & Annuity - Actuarial Memo | | |
| Comments: | | |
| Attachment: | | |
| Act memo Alliance 2012-04-17.pdf | | |

| | Item Status: | Status Date: |
|--|---------------------|---------------------|
| Satisfied - Item: Statement of Variabilty | | |
| Comments: | | |
| Staement of Variabilty attached | | |
| Attachment: | | |
| SOV-Alliance 2012.pdf | | |

| | Item Status: | Status Date: |
|--|---------------------|---------------------|
| Satisfied - Item: Certificate of Compliance | | |
| Comments: | | |
| Certificate of Compliance attached. | | |

SERFF Tracking Number: LCNC-128247620 *State:* Arkansas
Filing Company: The Lincoln National Life Insurance Company *State Tracking Number:*
Company Tracking Number: AN 700 01/12, AN 700-CS 01/12, EM28939
TOI: A02G Group Annuities - Deferred Non-variable *Sub-TOI:* A02G.002 Flexible Premium
Product Name: Group Fixed Annuity Contract
Project Name/Number: Alliance 2012/AN 700 01/12, AN 700-CS 01/12, EM28939

Attachment:

AR Cert. of Compliance.pdf

The Lincoln National Life Insurance Company

Actuarial Memorandum for

Unallocated Group Annuity Contract Form AN 700 01/12
With Contract Specifications Pages AN 700-CS 01/12

Table of Contents

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| Market Value Adjustment Formula Opinion/Memorandum | Page 5 |
| Minimum Nonforfeiture Requirements | Page 6 |
| Funding and Reserves | Page 6 |
| Description of Acquisition Costs | Page 6 |

Contract Description

General

This is an unallocated group fixed annuity contract issued by The Lincoln National Life Insurance Company (the “Company”). The contract offers guaranteed interest crediting rate that is applied on a book value basis.

This contract will be sold as a funding vehicle for retirement plans and plans of deferred compensation. It will not be sold to fund individual retirement accounts or individual retirement annuities under Section 408 of the Internal Revenue Code of 1986 as amended (the “Code”). This contract will not be used as a non-qualified annuity under Section 72 of the Code.

If the entire contract terminates, a market value adjustment or installment payout will be made. The market value adjustment is based on a bond formula bearing coupons based on an average of historical rates with a price calculated to yield the current market rate. The installment payout requires six book value payments over five years. Participant initiated withdrawals may be limited to 20% in any 12-month period depending on the contract version or may be subject to a 90-day equity wash, depending on the option chosen by the Contract Owner.

The contract does not have a maturity date. The Contract Owner may terminate the contract at any time by giving notice of such termination in least 90 days in advance of the termination date. The Company may terminate the contract if the Company discontinues offering this Contract form to the public or if the plan sponsor terminates the recordkeeping agreement with us or one of our affiliates.

Credited Interest

The guaranteed minimum interest rate is determined by the formula described in the contract specifications. See Guaranteed Minimum Interest Rate section for further explanation.

For the traditional version of the contract the current interest rate for each contribution is determined by the quarter in which it is received. A new rate is declared each quarter, and applies to the deposits for an additional three quarters. After the initial rate expires, a portfolio interest rate is applied for a quarter and may be changed the following quarter and every quarter thereafter.

For the stable value versions of the contract, the rate will be based on a multiple year average (such as three years) of an index yield (such as the Barclays Capital Intermediate U.S. Government/Credit Index) plus or minus a factor. The rate will be reset quarterly.

Administrative Charges

None

Contract Charges

None

Withdrawal Charges

None

Market Value Adjustment/Installment payout

If the entire contract terminates the payout will be made according to the payout option selected. Further description of these items is given on page 3 of this document.

Guaranteed Minimum Interest Rate

The guaranteed minimum interest rate may be locked in for the life of the contract or redetermined each calendar year.

Locked In – Each year in December, the guaranteed minimum interest rate will be determined for use in all contracts issued the following calendar year. The rate determined in December will be locked into those contracts for the life of the contracts. The rate will be the lesser of 3.00% and the average of the 5-year Constant Maturity Treasury Rates as reported by the Federal Reserve for the month of November, reduced by 1.25%, rounded to the nearest .05%, but no less than 1.00%. We may change the month that the rate is determined and the period of Treasury rates used as the basis. We will use this locked in approach as long as the resulting rates are low in the range of 1.00% to 3.00%. As we approach the higher end of the range, since locking in those rates could be detrimental to other policyholders if rates decline, we will switch to the redetermined approach described next.

Redetermined Rates – Each year in December, the same formula as above will be used to redetermine the guaranteed minimum for the next calendar year for any contracts that were sold with the redetermination provision. Contracts that initially had a high guaranteed rate will be sold with this provision and may result in a guaranteed minimum rate that increases or decreases in following years.

Annuity Benefits

The Contract Owner may purchase an annuity benefit for any Participant. All annuity benefits are guaranteed annuities payable in fixed dollar amounts. A variety of annuity settlement options are offered.

The mortality rates used to derive the annuity purchase rates are based on the Annuity 2000 Individual Annuity Mortality Table Female, projected to 2030 using Generation Projection Scale G. The projection was effected by multiplying each mortality rate by an improvement factor.

Since this is a group annuity contract without a stated maturity date, an age adjustment formula has been incorporated into the guaranteed annuity purchase rates to reflect that annuitization may occur far into the future. One year is subtracted from the annuitant's age for every decade that annuitization occurs beyond the year 2030.

The interest rate used in developing these rates was 1.00%, with zero expense load.

Separate Account Option

The Contract Owner may elect the Company's Separate Account investment account. If elected, account values within this account will not be chargeable with liabilities arising out of any other business the insurer may conduct. All else being equal, the rate of interest declared will be lower if the separate account option is elected. Any assets in the separate account will be valued at their market value on the date of valuation. If the general account option is elected, contributions and interest become part of the general assets of the Company.

Market Value Adjustment Formula Memorandum/Opinion

The contract contains a Market Value Adjustment (MVA) that may be applied at contract termination. Periodic elective withdrawals, subject to a 20% restriction or 90-day wash, are not subject to the Market Value Adjustment. In the event of contract termination, the balance may be paid in either six installments over a five-year period, or in a lump sum adjusted for the MVA. If the provision of a book value notice payout is included in the contract, the lump sum may be taken at book value with notice of the specified time (such as 12 months or 24 months). The Market Value Adjustment will be applied to immediate lump sum distributions, and in the event the contract holder elects an installment payout and subsequently elects to receive the remaining balance in a lump sum. For systematic installments, assets remaining will continue to receive interest in the same manner as before installments began. I believe that this formula provides reasonable equity to terminating and continuing contract holders.

The market value adjustment can operate to decrease the value of the contract. The Market Value Adjustment would not be applied in the following situations, if allowed by the plan:

- * Periodic elective transfers of 20% in any 12-month period if applicable
- * Exercise of the 90-day equity wash provision if applicable
- * Participant's death or disability
- * Participant-initiated separation from service
- * Hardship or unforeseeable emergency
- * Qualified Domestic Relations Order
- * Annuitization.

If the market value adjustment applies, the amount payable is the amount of the withdrawal times the market value factor.

The market value factor is the lesser of 1.00 or the ratio of:

$$\frac{\text{Current bond price}}{\text{Par value of that bond}}$$

Prior to the liquidation, the Company calculates the current bond price equal to the price of a bond that is:

1. issued with a maturity of the specified years (such as 6.5)
2. bearing interest at a rate based on the specified formula (such as the five-year average of the Barclays Capital U.S. Aggregate Bond Index) as of the most recent month end prior to the receipt of the notice of termination.
3. calculated to yield the rate state in the specified formula (such as the Barclays Capital U.S. Aggregate Bond Index) as of the most recent month end prior to the receipt of a notice of termination. If the index ceases to be published, the Company will select a comparable index.

If the amount payable, as determined above, is less than the principal in the Contract Owner Account accumulated at an effective annual Minimum Guaranteed Interest Rate, then the amount payable will be changed to equal the principal accumulated at an effective annual Minimum Guaranteed Interest Rate.

Minimum Nonforfeiture Requirements

This contract is exempt from minimum nonforfeiture requirements since it will only be sold as a group annuity contract that is purchased under a retirement plan or plan of deferred compensation established or maintained by an employer, including a partnership or sole proprietorship, by an employee organization or by both. It will not be sold to fund individual retirement accounts or individual retirement annuities under Section 408 of the Code.

Funding and Reserves

The valuation basis corresponds to the nomenclature of the Standard Valuation Law. Reserves are calculated using the CARVM reserves methodology on a curtate basis. As stated above, if the separate account options is elected, assets in the separate account will be valued at their market value on the date of valuation.

Description of Acquisition Costs

Acquisition expenses associated with this contract are separated into deferrable and non-deferrable. Deferrable acquisition expenses are those expenses that vary directly with and are primarily related to the acquisition of new business and deemed to be recoverable. Specific items included here are deposit based commissions, selection and issue related expense. Non-deferrable acquisition expenses are acquisition expenses that do not meet the variability and attribution test. Examples of the types of expense would be most advertising expenses, agent training and product development expense. Acquisition expenses are capitalized and amortized based on the GAAP FAS 97 methodology. Our current amortization period is 18 years.

April 17, 2012
Date



Samuel S. Parkison, FSA, MAAA
Assistant Vice President
The Lincoln National Life Insurance Company

Statement of Variable Material

April 23, 2012

Form Numbers: AN 700 01/12 Unallocated Group Fixed Annuity Contract
 AN 700-CS 01/12 Unallocated Group Fixed Annuity Contract Specifications

This statement shows the particular sections and provisions in the above noted forms that contain bracketed items to indicate variability. The bracketed variable items are highlighted 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 that may be changed by the Company will only occur after an actuarial pricing evaluation due to a change in any of the following factors:

- Reserving Guidelines
- Required Capital Requirements
- Internal Capital Requirements
- Internal Profitability Targets
- Increase in the cost of hedging the benefit (due to stock market, interest rates, volatility)
- Change expectation of future policyholder behavior (lapsation patterns, mortality patterns)
- Commission and other expense charges

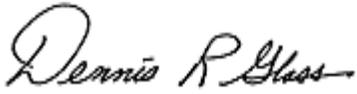
COVER PAGE

1300 South Clinton Street
Fort Wayne, IN 46802

Explanation: To provide for future address changes.

[State/Commonwealth] of Contract Owner

Explanation: Client's State/Commonwealth of issue will print.


President


Secretary

Variable range: Signatures of Company Officers, Names and titles of Company Officers
Explanation: In the event the officers or the title of an officer signing the contract form changes, any new title utilized will be the title of an officer of the company.

CONTRACT SPECIFICATIONS

CONTRACT NUMBER: [Specimen]
CONTRACT OWNER: [The Trustees of A.B.C. Company Pension Trust]
EFFECTIVE DATE: [January 1, 2012]
EMPLOYER: [A.B.C. Company]
PLAN: [A.B.C. Company Pension Plan]

Variable range = John Doe specimen information
Explanation: Variability due to Contract Owner specific information

INTEREST RATE

MINIMUM GUARANTEED INTEREST RATE: [1.00]% [for all years]

Explanation: This Rate is bracketed to provide us with the ability to increase the minimum and alter the duration without requiring a filing.

[Redetermined annually for the Contract Owner Account in [December] for the following calendar year based on the lesser of 3.00% and the average of the 5-year Constant Maturity Treasury Rates, as reported by the Federal Reserve, for the month of [November], reduced by 1.25%, rounded to the nearest .05%, but no less than 1.00%.]

Any redetermined interest rate for the following calendar year would not apply to contributions earning interest at new money rates established in any prior calendar quarter of the prior calendar year.

Explanation: This provision prints for clients who elect the Redetermination Option.

Contributions received in any quarter will earn interest at the declared rate for that quarter and the next three quarters. When Contributions are beyond the initial four-quarter period, they will earn interest at the portfolio rate. The portfolio rate is declared for the coming quarter and is in effect only for that quarter.

Explanation: This provision prints for clients who elect Fixed Option 1.

Contributions received in any quarter will earn interest at the portfolio rate. The portfolio rate is declared for the quarter and is in effect only for that quarter. The portfolio rate will be the [3] year average of the [Barclays Capital Intermediate U.S. Government/Credit Index] [minus] [1.15]% as of one month prior to the beginning of each quarter. This formula will be guaranteed for [3] Contract Years. We reserve the right to change the formula at the end of the guaranteed period. If there is a change, you will be notified in advance of a new formula prior to the end of the formula's guaranteed period. If the [Barclays Capital Intermediate U.S. Government/Credit Index] ceases to be published, we will select a comparable index.

Explanation: This provision prints for clients who elect Fixed Option 2. The average of the Index is bracketed to provide us with the flexibility to change the number of years. Any change to this is dependent on current market conditions. We have bracketed the name of the Index to accommodate any future changes to the name/Index that may occur. The Contract Year guarantee could be between 2 and 5 years. This is client specific and is negotiated with the client. The bracketed percentage reflects the maximum rate.

SEPARATE ACCOUNT

[The Lincoln National Life Insurance Company Separate Account 2] has been established and maintained pursuant to Indiana law and will hold the assets of this Contract. Assets in [The Lincoln National Life Insurance Company Separate Account 2] are not charged with liabilities arising out of any of our other businesses that are not associated with [The Lincoln National Life Insurance Company Separate Account 2]. The value of the Contractowner Account does not vary in direct relation to the performance of the underlying Separate Account assets. On any given day, the value of the assets held in the Separate Account may be less than the value of the Contract Owner Account.

Explanation: This provision prints for clients who elect our Separate Account 2 investment account. The Account is bracketed to allow for a name change. If a client selects the general account, contributions and interest become part of the general assets of the Company.

PLAN REIMBURSEMENT

We will credit to this Contract ¹[up to \$500,000.00] by [September 1, 2012] as reimbursement to the Plan of the exit charges assessed against the Plan under the investment vehicle from which the Contributions to this Contract were received.

²The reimbursed amount may be withdrawn from the Contract for a period of 90 days following the date of reimbursement [without application of the 20% withdrawal restriction as specified under withdrawals].

Explanation: ¹This provision provides for a plan reimbursement which has been negotiated at the point of sale with the client. ²The bracketed statement may or may not appear based on selection. This statement prints for clients election of the 20% withdrawal restrictions.

The negotiated amount to be credited and the date by which it will be credited by is client specific.

WITHDRAWALS

Participant initiated withdrawals to a Competing Fund, as defined in the Contract, will not be permitted. In addition, withdrawals will not be permitted for 90 days after a transfer from any other investment option in the Plan to a Competing Fund. Finally, if a withdrawal from this Contract is allowed for a Participant, transfers thereafter from any other investment option in the Plan to a Competing Fund will not be permitted for 90 days. These restrictions apply at the Participant level.

If a current investment option in the Plan changes its investment mix and, as a result, becomes a Competing Fund, we will give you 90 days written notice before the restrictions will be enforced according to this provision.

Explanation: This provision prints for clients who elect a 90 day withdrawal restriction..

The cumulative percentage limit available under this provision for withdrawals is 20% of the portion of the Contract Owner Account attributable to the Participant initiating the request in any 365 day period. The cumulative percentage is the sum of all withdrawals, under this provision, in the preceding 364 day period plus the amount to be withdrawn divided by the then current balance in the Contract Owner Account attributable to the Participant.

The cumulative percentage limit that applies during any particular calendar quarter under withdrawals will be 100% instead of 20% if, as of the date the withdrawal is requested and for the 90 day period following the withdrawal request, no Competing Funds are available to Participants. A Competing Fund will be considered to be made available as of the date that the Plan's Participants are notified that a Competing Fund will be made available sometime in the future. If we are not informed of the existence or availability of a Competing Fund, the Market Value Payment Option under Payment Options Upon Contract Termination (item b.) on these Contract Specifications will apply if a withdrawal occurs other than a withdrawal under Section 4.01. If a current investment option in the Plan changes its investment mix and, as a result, becomes a Competing Fund, we will give you 90 days written notice before the 20% withdrawal restriction will be enforced according to this provision.

Explanation: This provision prints for clients who elect a 20% withdrawal restriction

PAYMENT OPTIONS UPON CONTRACT TERMINATION

a. [Five (5) Year] Book Value Option

The Contract Owner may request termination of this Contract under the [Five (5) Year] Book Value installment option. If this option is specified, the Contract Owner Account will be paid in 6 payments to a trustee of the Plan or to a financial institution designated by you. The timing and percentage of each installment payment will be as indicated in the following schedule:

| Transaction Dates | Percentage Eligible For Payment |
|--------------------------|--|
| Initial date | [20%] of the balance on such date |
| [First anniversary] | [20%] of the balance on such date |
| [Second anniversary] | [25%] of the balance on such date |
| [Third anniversary] | [33%] of the balance on such date |
| [Fourth anniversary] | [50%] of the balance on such date |
| [Fifth anniversary] | [100%] of the balance on such date |

After the initial date, assets remaining in the Contract Owner Account will continue to receive interest in the same manner as before installments began.

No contributions will be accepted and no other withdrawals except those allowed under Section 4.01 are available. You may at any time after the initial date rescind the election of scheduled withdrawals. In this event, withdrawals will not be available until the 1 year anniversary of the last withdrawal made before rescinding the election of the scheduled withdrawals. The then current interest rate methodology will be applied during the scheduled withdrawal period.

Explanation: The Book Value number of years, anniversary, and percentages are bracketed to accommodate any future changes dependent upon the experience of inforce business. The Book Value range is 2-10 years. Percentages range from 0-100% The Anniversary Range is from 1-10 years.

b. Market Value Payment Option

The Contract Owner may request termination of this Contract under the Market Value Payment Option. If this option is specified, the Contract Owner Account as reduced by a Market Value Factor will be paid in a lump sum on the termination date. We will determine the amount payable as follows:

The amount payable will be the Contract Owner Account times a market value factor. The Market Value Factor is the lesser of 1.00 or the ratio of:

$$\frac{\text{Current Bond Price}}{\text{Par Value of that Bond}}$$

We will calculate at the time of Contract Termination the Current Bond Price to equal the price of a bond:

1. issued with a maturity of [6.5] years;
2. bearing interest at the [5] year average of the [Barclays Capital U.S. Aggregate Bond Index] as of the most recent month end prior to the receipt of the Notice of Termination, however, if the Contract has been in force for less than [2] years, the average yield will be computed over the time period that the Contract has been in force; and

3. calculated to yield the [Barclays Capital U.S. Aggregate Bond Index] as of the most recent month end prior to the receipt of the Notice of Termination. If the [Barclays Capital U.S. Aggregate Bond Index] ceases to be published, we will select a comparable index. Once the Contract has been in force for [2] years, we reserve the right to substitute a different market value adjustment formula. We will provide written notice to the Contract Owner of this change.

If the amount payable, as determined above, is less than the principal in the Contract Owner Account accumulated at an effective annual Minimum Guaranteed Interest Rate, then the amount payable will be changed to equal the principal accumulated at an effective annual Minimum Guaranteed Interest Rate. For purposes of this paragraph, principal is defined as Contributions minus withdrawals, if any, but no less than zero.

Your election to receive the Contractowner Account in a market value adjusted lump sum must be done for the primary benefit of the Participants. If, subsequent to such lump sum payment, we are ordered by any court of competent jurisdiction to refund all or any portion of a loss to Participants, you will reimburse such amounts to us.

Explanation: The number of years is bracketed to accommodate any future changes dependent upon the experience of inforce business. The index is bracketed to allow for future changes to the Name/Index which may occur. The range for Maturity is from 5-10 years. The range for the Barclay's index is from 2-10%

c. [36] Month Book Value Payment Option

The Contract Owner may request termination of this Contract under the [36] Month Book Value Payment Option. Upon written Notice from you to terminate this Contract under this option, the Company will guarantee payment of the Contract Owner Account at Book Value at some time during the [36] months following receipt of the Notice, with such payout date determined by the Company. The date of payout that the Company selects will become the date of termination of the contract.

Immediately upon receipt of this Notice of termination from you and continuing for the period until termination, no contributions will be accepted and no other withdrawals except those allowed under Section 4.01 are available. The then current interest rate methodology will be applied during this period.

Explanation: This provision prints for clients who elect a Book Value Option. The number of months is bracketed to provide us with the flexibility to accommodate any future administrative change from 0-36 months.

Accepted by: _____
Contract Owner

Date: _____ By: _____
Signature and Title

Explanation:
This prints when these Contract Specifications are revised to accommodate a change for an existing client.

ARKANSAS

CERTIFICATE OF COMPLIANCE

The Lincoln National Life Insurance Company

Re:

AN 700 01/12 - Unallocated Group Fixed Annuity Contract

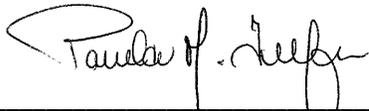
AN 700-CS 01/12 - Unallocated Group Fixed Annuity Contract Specifications

EM28939 – Application for Group Fixed Annuity Contract

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

To the best of my knowledge and belief we are in compliance with the requirements of Arkansas Code Ann. 23-79-138. We provide a document entitled “Customer Service Notice” which contains the required information.

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



Pamela Telfer, Vice President
Product Compliance & State Filing

Date: 5-3-2012