



The Lincoln National Life Insurance Company and/or Lincoln Life & Annuity Company of New York are herein separately and collectively referred to as "Lincoln."

March 17, 2023

RE: *Lincoln Director*SM contract – City of Greenfield, Contract #853AC, Plan ID: H3LA

Hello,

We're pleased to inform you that your *Lincoln Director*SM group variable annuity contract has been established. Important contract materials are included in the DocuSign package.

Once the documents are completed, a copy of each will be sent to your email address on file. You may opt to create a DocuSign account to access your files in the future; whether you do this or not, a copy will be emailed to you.

DocuSign package

These items require your attention:

- ***Lincoln Director*SM group variable annuity contract** is the legal contract provided for your reference
- **Contract Acceptance Application** is a required document stating that you, as the plan sponsor, accept the contract with Lincoln and agree to its terms. You should:
 - Complete all required fields
 - Sign the form

Note: Advisor will provide witness signature through DocuSign
- **Investment Policy Statement** is a document that explains the Morningstar investment options included in your chosen contract
- **TPA servicing fee arrangement** explains the pricing allowance that's built into the contract to pay plan servicing fees to your third-party administrator (TPA)
- ***Lincoln SelectSolution*[®] IRA Agreement** is a required document that gives Lincoln permission to set up individual retirement accounts (IRAs) for terminated participants, with retirement plan account balances of \$5,000 or less, who are being cashed out of the plan. You should:
 - Complete all required fields
 - Sign the agreement
- **Plan sponsor guide** is provided to help you become familiar with your *Lincoln Director*SM contract and to assist you with daily administration

Please let me know if you have questions.

Sincerely,

Matt Franks
Implementation Partner
RPS Operations
Retirement Plan Services

The *Lincoln SelectSolution*[®] IRA is a custodial account and is solely invested in a group fixed annuity contract issued by The Lincoln National Life Insurance Company, 1300 S. Clinton St., Fort Wayne, IN 46802, on contract form AN-700, to the Lincoln Financial Group Trust Company, Inc., held in trust for the benefit of the owners of the *Lincoln SelectSolution* IRA.

*Lincoln Director*SM, a group variable annuity contract, is issued on variations of contract form 19476 and state variations and amendment forms AR-450 or AR-450A and AR-451 or AR-451A by The Lincoln National Life Insurance Company, Fort Wayne, IN, and distributed by Lincoln Financial Distributors, Inc., Radnor, PA, a broker-dealer. **Contractual obligations are subject to the claims-paying ability of The Lincoln National Life Insurance Company.**

Contracts sold in New York are issued on variations of contract form 19476NY and amendment forms AR 450 or AR-450NYA and AR 451 or AR-451NYA by Lincoln Life & Annuity Company of New York, Syracuse, NY. **Contractual obligations are subject to the claims-paying ability of Lincoln Life & Annuity Company of New York.**

Products and features are subject to state availability. Limitations and exclusions may apply.

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates. Affiliates are separately responsible for their own financial and contractual obligations.



Lincoln SelectSolution IRA[®] Agreement

by and between

Lincoln Financial Group Trust Company, Inc.

and

City of Greenfield

Lincoln SelectSolution IRA® Agreement

WHEREAS, City of Greenfield
qualified or tax favored retirement plan(s):

(Employer) maintains the following tax

- City of Greenfield 457 Deferred Compensation Plan

WHEREAS, the plan(s) is subject to Title I of the Employee Retirement Income Security Act of 1974, as amended (Act); and

WHEREAS, the Employer is the administrator of the plan(s) within the meaning of section 3(16) of the Act; and

WHEREAS, the plan(s) provides that if a distribution is made to a participant and the participant does not make a rollover election pursuant to section 401(a)(31)(A) of the Code and does not elect to receive the distribution directly, the Employer shall transfer the distribution to an individual retirement plan of a designated trustee or issuer and shall notify the participant in writing that the distribution may be transferred to another individual retirement plan or distributed to the participant; and

WHEREAS, Lincoln Financial Group Trust Company, Inc. (Custodian) is the trustee within the meaning of sections 408(a) and 408(h) of the Code of the *Lincoln SelectSolution IRA®*, an individual retirement account (IRA) program designed to receive automatic rollovers of distributions from tax qualified and tax favored retirement plans; and

WHEREAS, the Employer desires to designate the *Lincoln SelectSolution IRA®* to receive automatic rollover distributions from the Employer's plan(s) and appoint the Custodian to provide custodial and IRA services with respect to automatic rollover distributions from the Employer's plan(s); and

WHEREAS, the Custodian desires to make the *Lincoln SelectSolution IRA®* available to the Employer to receive automatic rollover distributions from the Employer's plan(s) and to furnish certain custodial and IRA services to the Employer with respect to automatic rollover distributions from the Employer's plan(s);

NOW, THEREFORE, BE IT RESOLVED, Lincoln Financial Group Trust Company, Inc. and
City of Greenfield hereby agree, effective as of , to the following:

Section 1 – Definitions

- 1.01 "Act" means the Employee Retirement Income Security Act of 1974, as amended.
- 1.02 "Administrator" means an administrator within the meaning of section 3(16) of the Act.
- 1.03 "Code" means the Internal Revenue Code of 1986, as amended.
- 1.04 "Custodial Account" means a custodial account within the meaning of section 408(h) of the Code.
- 1.05 "Custodian" means Lincoln Financial Group Trust Company, Inc.
- 1.06 "DOL" means the Department of Labor.
- 1.07 "Employer" means City of Greenfield .
- 1.08 "Fixed Annuity Contract" means the Unallocated Group Fixed Annuity Contract offered by The Lincoln National Life Insurance Company as the sole investment in the *Lincoln SelectSolution IRA®* for each Plan.

- 1.09 "IRA" means an individual retirement account within the meaning of section 408(a) of the Code.
- 1.10 "Plan" or "Plans" mean the City of Greenfield 457 Deferred Compensation Plan
- 1.11 "Trustee" means a trustee within the meaning of sections 408(a)(2) and 408(h) of the Code.

Section 2 – Employer Status and Selections

- 2.01 Employer Status. The Employer is the Administrator of the Plan(s). All references to the Employer in this Agreement shall be to the Employer in its capacity as the Administrator of the Plan(s).
- 2.02 Employer Selection of Custodian. The Employer designates the Custodian as the IRA provider of certain custodial services with respect to automatic rollover distributions from the Plan(s).
- 2.03 Employer Selection of *Lincoln SelectSolution IRA*®. The Employer designates *Lincoln SelectSolution IRA*® as the IRA to which automatic rollover distributions from the Plan(s) will be made.
- 2.04 Employer Selection of the Fixed Annuity Contract. The Employer designates the Fixed Annuity Contract as the sole investment option in the *Lincoln SelectSolution IRA*® for the investment of automatic rollover distributions from the Plan(s).

Section 3 – Employer Responsibilities and Acknowledgements

- 3.01 Employer Responsibilities and Acknowledgements. Subject to the Custodian certifications and acknowledgements contained in this Agreement, the Employer is solely responsible for determining if selection of the Custodian, *Lincoln SelectSolution IRA*® and the Fixed Annuity Contract satisfies the safe harbor conditions of DOL Regulation section 2550.404a-2, the requirements of section 401(a)(31)(B) of the Code and any applicable federal, state and/or local legal requirements of the Employer as sponsor of the Plan(s) in connection with automatic rollovers of certain mandatory distributions to an IRA.

In making this determination, the Employer acknowledges:

- a) The present value of the nonforfeitable accrued benefit automatically rolled over, as determined under section 411(a)(11) of the Code, generally may not exceed the maximum amount under section 401(a)(31)(B) of the Code.
- b) The IRA receiving the automatic rollover distribution must be an individual retirement plan as defined in section 7701(a)(37) of the Code and either (1) a trust or custodial IRA under section 408(a) of the Code or (2) an individual retirement annuity under section 408(b) of the Code. The *Lincoln SelectSolution IRA*® is a custodial IRA under section 408(a) of the Code.
- c) The Employer is entering into a written agreement with the IRA provider that provides:
 - o The rolled-over funds shall be invested in an investment product designed to preserve principal and provide a reasonable rate of return, whether or not such return is guaranteed, consistent with liquidity;
 - o The investment product selected for the rolled-over funds shall seek to maintain, over the term of the investment, the dollar value that is equal to the amount invested in the product by the individual retirement plan;

- The investment product selected for the rolled-over funds shall be offered by a state or federally regulated financial institution, which shall be: bank or savings association, the deposits of which are insured by the Federal Deposit Insurance Corporation; a credit union, the member accounts of which are insured within the meaning of section 101(7) of the Federal Credit Union Act; an insurance company, the products of which are protected by State guaranty associations; or an investment company registered under the Investment Company Act of 1940;
 - All fees and expenses attendant to an individual retirement plan, including investments of such plan, (e.g., establishment charges, maintenance fees, investment expenses, termination costs and surrender charges) shall not exceed the fees and expenses charged by the individual retirement plan provider for comparable individual retirement plans established for reasons other than the receipt of a rollover distribution subject to the provisions of section 401(a)(31)(B) of the Code; and
 - The participant on whose behalf the Employer makes an automatic rollover shall have the right to enforce the terms of the contractual agreement establishing the individual retirement plan, with regard to his or her rolled over funds, against the individual retirement plan provider.
- d) The fiduciary safe harbor provided in DOL Regulation section 2550.404a-2 is not available unless participants have been furnished a notice describing the Plan's automatic rollover procedure in the Plan's summary plan description (SPD) or a summary material modification to the SPD.
- e) Selection of the IRA or IRA provider must not result in a prohibited transaction within the meaning of section 4975 of the Code or section 406 of the Act.
- f) The Custodian is a wholly owned subsidiary of Lincoln Retirement Services Company, LLC (LRSC). LRSC is a wholly owned subsidiary of The Lincoln National Life Insurance Company.
- 3.02 Review and Acceptance of *Lincoln SelectSolution IRA*® Terms and Conditions. The Employer acknowledges review and acceptance of the terms and conditions of the *Lincoln SelectSolution IRA*®, including, but not limited to, the Fixed Annuity Contract.
- 3.03 Participant Notification. The Employer acknowledges that it is solely responsible for furnishing participants with a notice stating that an automatic rollover distribution may be transferred to another eligible retirement plan in accordance with section 401(a)(31)(B) of the Code and DOL Regulation section 2550.404a-2(c)(4).
- 3.04 Prohibited Transaction. The Employer acknowledges that it is not aware of any potential prohibited transaction that would result from its selection of the Custodian, *Lincoln SelectSolution IRA*® or the Fixed Annuity Contract for purposes of receipt of automatic rollover distributions from the Plan(s).

Section 4 – Custodian Certifications and Acknowledgements

- 4.01 Custodian's Status. The Custodian acknowledges that it is the Trustee to the *Lincoln SelectSolution IRA*® and is responsible for administration of the *Lincoln SelectSolution IRA*® in compliance with the applicable provisions of section 408 of the Code and the Treasury Regulations thereunder, including, but not limited to, the reporting requirements of section 408(i) of the Code.
- 4.02 *Lincoln SelectSolution IRA*®.
- a) The Custodian certifies that the *Lincoln SelectSolution IRA*® is an individual retirement plan as defined in section 7701(a)(37) of the Code and a Custodial Account.

- b) The Custodian certifies that the Fixed Annuity Contract is an unallocated fixed annuity contract issued by The Lincoln National Life Insurance Company and purchased and held by the Custodian in *Lincoln SelectSolution IRA*® Custodial Account. The Fixed Annuity Contract is designed to preserve principal and provide a reasonable rate of return with a guaranteed minimum interest rate, subject to the claims paying ability of The Lincoln National Life Insurance Company, that is consistent with liquidity. Notwithstanding the foregoing, fees and expenses attendant to the *Lincoln SelectSolution IRA*® can reduce principal.
 - c) The Custodian certifies that the Fixed Annuity Contract selected for the rolled-over funds shall seek to maintain, over the term of the investment, the dollar value that is equal to the amount invested in the contract by the *Lincoln SelectSolution IRA*®. Notwithstanding the foregoing, fees and expenses attendant to the *Lincoln SelectSolution IRA*® can reduce principal.
 - d) The Custodian certifies that the Fixed Annuity Contract selected for the rolled-over funds is offered by The Lincoln National Life Insurance Company, a state regulated financial institution, which is an insurance company, the products of which are protected by state guaranty associations.
 - e) The Custodian certifies that all fees and expenses attendant to the *Lincoln SelectSolution IRA*®, including investments of such plan, (e.g., establishment charges, maintenance fees, investment expenses, termination costs and surrender charges) shall not exceed the fees and expenses charged by the Custodian for comparable individual retirement plans established for reasons other than the receipt of a rollover distribution subject to the provisions of section 401(a)(31)(B) of the Code. For this purpose, the Custodian makes the following disclosure: The Lincoln National Life Insurance Company is in the process of phasing out the Lincoln Small Accounts IRA and substituting in its place, the *Lincoln SelectSolution IRA*®.
 - f) The Custodian certifies that the participant on whose behalf the Employer makes an automatic rollover shall have the right to enforce the terms of the contractual agreement establishing the *Lincoln SelectSolution IRA*®, with regard to his or her rolled over funds, against the Custodian.
- 4.03 Prohibited Transaction. The Custodian acknowledges that it is not aware of any potential prohibited transaction that would result from selection of the Custodian, *Lincoln SelectSolution IRA*® or the Fixed Annuity Contract for purposes of receipt of automatic rollover distributions from the Plan(s).

Section 5 – Indemnity

- 5.01 Employer Indemnification. The Employer will indemnify the Custodian and The Lincoln National Life Insurance Company, their officers, employees and agents from and against any and all damages, losses, costs, judgments, fines and expenses (including attorneys' fees and disbursements) of any kind or nature (hereinafter in the aggregate the "Losses") imposed on or incurred by the Custodian, The Lincoln National Life Insurance Company, their officers, employees and agents by reason of their participation in this Agreement, including any Losses arising out of any threatened, pending, or completed claim, action, suit, or proceeding, whether civil, criminal, administrative, or investigative, to the extent such Losses are the result of Employer or its Plan's intentional wrongdoing or its negligent actions or omissions.

As a condition of indemnification, (i) the Custodian and The Lincoln National Life Insurance Company shall give the Employer timely notice in writing of any potential Losses promptly after they becomes aware of them; (ii) the Employer shall, at its option, have sole control of the defense

of such Losses; and (iii) the Custodian and The Lincoln National Life Insurance Company shall cooperate with the Employer in the defense of such Losses. The Employer shall not be responsible for the settlement of any claim, demand or lawsuit related to the Losses without the Employer's written consent.

- 5.02 Custodian and The Lincoln National Life Insurance Company Indemnification. The Custodian and The Lincoln National Life Insurance Company will indemnify the Employer, its officers, employees and agents from and against any Losses imposed on or incurred by Employer, its officers, employees and agents by reason of its or their participation in this Agreement, including any Losses arising out of any threatened, pending, or completed claim, action, suit, or proceeding, whether civil, criminal, administrative, or investigative, to the extent such Losses are the result of the Custodian or The Lincoln National Life Insurance Company's intentional wrongdoing or their negligent actions or omissions. The Custodian and The Lincoln National Life Insurance Company will have no liability with respect to claims of breach of duties owed to participants by the Employer as Plan sponsor for selection of the Custodian, *Lincoln SelectSolution IRA*® or the Fixed Annuity Contract in connection with automatic rollovers of certain mandatory distributions from the Plans to the *Lincoln SelectSolution IRA*®.

As a condition of indemnification, (i) the Employer shall give the Custodian and The Lincoln National Life Insurance Company timely notice in writing of any potential Losses promptly after the Employer becomes aware of them; (ii) the Custodian and The Lincoln National Life Insurance Company shall, at their option, have sole control of the defense of such Losses; and (iii) the Employer shall cooperate with the Custodian and The Lincoln National Life Insurance Company in the defense of such Losses. The Custodian and The Lincoln National Life Insurance Company shall not be responsible for the settlement of any claim, demand or lawsuit related to the Losses without the Custodian and The Lincoln National Life Insurance Company's written consent.

- 5.03 Indemnification Survival of Termination of Agreement. The provisions of Section 5 shall survive the termination of this Agreement.

Section 6 – Miscellaneous

- 6.01 Governing Law. This Agreement will be governed by and interpreted under the laws of the State of Indiana without regard to its conflicts of law provisions.
- 6.02 Entire Agreement. This Agreement, including any attachments hereto, represent the entire agreement between the Employer and the Custodian and is not intended as an agreement between, or to reflect the rights and responsibilities of, any other parties, other than the Employer and the Custodian.
- 6.03 Termination. This Agreement will remain in effect until terminated by either the Employer or the Custodian upon at least sixty (60) days' advance written notice to the other party; provided, however, that the party being provided notice of termination may waive the 60-day time period and agree to an earlier termination effective date.
- 6.04 Amendment. Except as otherwise provided in this Agreement, the terms of this Agreement will not be amended, modified, changed or assigned except by an agreement in writing, signed by a duly authorized officer of each party.

- 6.05 Notices. Unless otherwise agreed to in advance by both parties, any notices that may be required under the Agreement will be in writing and either hand delivered, sent via a nationally recognized overnight delivery service with proof of delivery or mailed by certified mail, postage prepaid, addressed as follows:

If to the Employer:

City of Greenfield

10 S State St

Greenfield, IN 46140

Attention: Lori Elmore

If to the Custodian:

Lincoln Financial Group Trust Company,
Inc.

P.O. Box 7892

1300 South Clinton Street, 5H

Fort Wayne, Indiana 46802

Attention: President

Either party may effect changes to the information contained in this section by providing a written notification to the other party.

- 6.06 Severability. Should any one or more of the provisions of this Agreement be determined to be invalid or unenforceable, a court will have the power to amend such provision to the extent necessary to make such provision valid and enforceable, and in any event, all other provisions of this Agreement will be given effect separately from the provision or provisions determined to be invalid or unenforceable and will not be affected thereby.
- 6.07 Headings. The heading of the sections, subsections and paragraphs of this Agreement have been inserted for convenience of reference only and do not constitute a part of this Agreement.
- 6.08 Successors and Assigns. All the terms and provisions of this Agreement will be binding upon, inure to the benefit of, and be enforceable by the respective successors and permitted assigns of the parties hereto, whether so expressed or not. This Agreement will not be assignable by any party hereto without the written consent of the other party.
- 6.09 Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed will constitute an original and all of which together will constitute one and the same Agreement.
- 6.10 Force Majeure. Neither party will be liable to the other party for any delay or failure in performance caused by acts beyond the nonperforming party's reasonable control, including, without limitation, acts of God or public enemy, act of any military, civil, or regulatory authority, change in any law or regulation, fire, flood, tornado, earthquake, or storm, or other like event, disruption or outage of communications, power or other utility, labor strikes, or any other cause, whether similar or dissimilar to any of the foregoing, which could have not been prevented by the nonperforming party with reasonable care. Performance times will be considered extended for a period of time equivalent to the time lost because of such delay. The party asserting force majeure delay will have the obligation to notify the other party promptly upon learning of the delay or the reasonable possibility of such delay and to use reasonable efforts to mitigate the effects of the delay.
- 6.11 Number and Gender. Whenever the singular number is used in this Agreement, the plural number will apply where required by the context. Whenever the plural number is used in this Agreement, the singular number will apply where required by the context. Whenever the male, female or neuter gender is used in this Agreement, the other genders will apply where required by the context.

6.12 Waiver. The failure of either party at any time or times to require performance of any provisions hereof will in no manner affect its right at a later time to enforce such provision and will not act as a waiver thereof.

IN WITNESS WHEREOF, City of Greenfield and Lincoln Financial Group Trust Company, Inc. have caused this Agreement to be signed by their duly authorized officers as of the date(s) stated below, but effective as of .

City of Greenfield

Signature

Lori Elmore

Printed Name and Title

Date

**Lincoln Financial Group
Trust Company, Inc.**

Signature

Ralph Ferraro, President

Printed Name and Title

Date

ACCEPTANCE APPLICATION

with

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

1301 South Harrison Street
Fort Wayne, IN 46802

by

City of Greenfield (457) Deferred Compensation Plan whose Home Office
Address is Greenfield, Indiana for Group Annuity Contract Number GSA-853AC.

I have read and reviewed this contract and agree to its terms. This
application supersedes any previous application for this contract.

Lori Elmore

Contract Owner's or authorized signer's printed name

Title

Contract Owner's or authorized signer's signature

Date

Witness

Title

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.

Michael McGee

Servicing Agent's printed name

Servicing Agent's signature

Date

NOTE: THIS APPLICATION IS TO BE EXECUTED IN DUPLICATE.

1. RETAIN ONE COPY WITH YOUR CONTRACT.
2. RETURN THE SECOND COPY TO THE HOME OFFICE OF THE LINCOLN NATIONAL
LIFE INSURANCE COMPANY.



The Lincoln National Life Insurance Company
the "Company"

**Service Office: 1301 South Harrison Street
Fort Wayne, Indiana 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 and subject to the laws of Indiana.

**ALLOCATED
GROUP ANNUITY CONTRACT
GUARANTEED ACCOUNT AND SEPARATE ACCOUNTS
NONPARTICIPATING**

Signed for The Lincoln National Life Insurance Company

A handwritten signature in cursive script that reads "Ellen Cooper".

President

A handwritten signature in cursive script that reads "James L. Smith".

Secretary

ALL VALUES PROVIDED BY THIS CONTRACT, WHEN BASED ON INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT, ARE VARIABLE AND MAY INCREASE, DECREASE OR REMAIN THE SAME AND ARE NOT GUARANTEED AS TO A FIXED DOLLAR AMOUNT.

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CONTRACT SPECIFICATIONS

CONTRACT NUMBER: GP-853AC

CONTRACT OWNER: City of Greenfield (457) Deferred Compensation Plan

EFFECTIVE DATE: March 1, 2023

GUARANTEED MINIMUM INTEREST RATE: 1.00%

PER PARTICIPANT CHARGE: (see Section 3.13) \$0.00 annually

EMPLOYER CHARGE: (see Section 3.15) \$0.00 annually

ASSET CHARGE PERCENTAGE: 0.31% annually
Reviewed annually per the terms of the Asset Charge Endorsement, if attached.

WITHDRAWAL CHARGE:

The Withdrawal Charge is the percentage of the withdrawal amount based on the Contract Year as follows:

Withdrawal during Contract Year	Percentage of Withdrawal Amount
1	0.0%
2	0.0%
3	0.0%
4	0.0%
5	0.0%
6	0.0%
7	0.0%
8	0.0%
9	0.0%
10	0.0%

SCHEDULE OF SYSTEMATIC TRANSFERS OR INSTALLMENTS:

Payment Dates	Percentage Eligible for Transfer
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

MARKET VALUE ADJUSTMENT:

Is an adjustment to the Guaranteed Stable Value Account and the Managed Principal Protection Portfolio for a withdrawal or at contract termination. The amount paid is the withdrawal or contract termination amount times the market value factor. [However, the amount paid will not be less than the principal accumulated [at the guaranteed minimum interest rate] through the Contract Termination Date.]

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

$$\frac{\text{Current Bond Price}}{\text{par value of that bond}}$$

Where the Current Bond Price is equal to 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 date 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 date of termination.

SEPARATE ACCOUNT:

Separate Account listing is provided by Amendment. See Article 3 for provisions governing any additions, changes or deletions of the Separate Account.

ARTICLE 1 – DEFINITIONS

- 1.01 Annuitant – A person for whom a certificate is issued under the provisions of Article 5 of this contract.
- 1.02 Asset Charge Endorsement - Describes the Asset Charges that will be deducted from the Participant Accounts, or billed to the Contract Owner, as outlined in Section 3.14. The Asset Charges shown in the Asset Charge Endorsement are based on the Plan demographics and are reviewed annually to determine if a different Asset Charge is appropriate based on changes to the Plan demographics.
- 1.03 Asset Charge – An amount deducted from each Participant Account or billed to the Contract Owner.
- 1.04 Code – The Internal Revenue Code of 1986, as amended.
- 1.05 Company (We, Us, Our) – The Lincoln National Life Insurance Company.
- 1.06 Competing Fund – An investment option which We have determined to have similar investment objectives, duration or market volatility as the Guaranteed Stable Value Account, other than the Managed Principal Protection Portfolio. 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. Such investment options will also include individual brokerage accounts and 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 in the Plan 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.
- 1.07 Contract Termination Charge – A charge for administering activities upon Contract Termination that are over and above normally provided activities or reports.
- 1.08 Contract Owner (You) – The Contract Owner shown on the Contract Specifications.
- 1.09 Contract Owner Account – The sum of the value of the Guaranteed Stable Value Account, Managed Principal Protection Portfolio and the value of the Separate Accounts held under this contract by the Contract Owner.
- 1.10 Contract Year – The twelve month period that begins on the Effective Date, and on each anniversary of the Effective Date, thereafter.
- 1.11 Guaranteed Stable Value Account – An account established for this contract that is part of the general assets of the Company.
- 1.12 Managed Principal Protection Portfolio (the Portfolio) – An additional account established for this contract that is part of the general assets of the Company. The value of this Portfolio is included in the Contract Owner Account and Participant Account.

The Portfolio is only available if You and the Participant have elected an investment management service, in accordance with Our procedures. Deposits, Transfers and Withdrawals to and from the Portfolio can only be made by such investment management service. All assets must be transferred from the Portfolio if You or the Participant elects to no longer utilize the investment management service.

- 1.13 Notice – A written, signed communication between You and Us or other communication approved in advance by Us. All Notices must be received by Us at Our Service Office in good order.
- 1.14 Participant – A person defined as a Participant in the Plan.
- 1.15 Participant Account – For each Participant under this contract, the sum of the value of the Guaranteed Stable Value Account, the Portfolio and the value of the SAs and Subaccounts held under this contract on behalf of that Participant.
- 1.16 Participant Year – A twelve month period that begins on the effective date of a Participant's coverage under this contract or on the anniversary of the effective date.
- 1.17 Per Participant Charge – An amount deducted from each Participant Account.
- 1.18 Plan – The retirement Plan which is funded by this contract. The Plan must meet the requirements of the Code sections specified by the Company for purchasers of this contract.
- 1.19 Qualified Default Investment Alternative (QDIA): Investment that meets the requirements of ERISA section 404(c)(5).
- 1.20 Separate Account (SA) – Is a segregated investment account established by the Company under Indiana law.
- 1.21 Separate Account Charge - a charge included in the calculation of the Separate Account unit values.
- 1.22 Subaccount - a portion of the Separate Account which invests in shares of a particular mutual fund, series or collective investment trust that corresponds to a specific Subaccount.
- 1.23 Service Office – Our principal place of business as shown on the cover page of this Contract.
- 1.24 Spouse – means an individual who would be recognized as a Spouse under federal law.
- 1.25 Valuation Date – A day on which a unit value is calculated for an SA or Subaccount.
- 1.26 You or Your – The Contract Owner, as shown on the Contract Specifications.
- 1.27 Withdrawal Charge – A charge that may be imposed on amounts withdrawn from this Contract that is administered at withdrawal or contract termination per the schedule in the Contract Specifications. The Withdrawal Charge is meant to recover Our costs of setting up this contract if contract termination occurs within the timeframe outline in the Contract Specifications except as set forth in Section 3.19.

ARTICLE 2 – GENERAL PROVISIONS

- 2.01 This contract may be used to fund all or part of the Plan's obligations. The Plan is not limited to the investment options available under the contract and may seek investment options outside of the contract. The provisions of the Plan control the operation of the Plan and the provisions of this contract control the operation of this contract. We are not party to the Plan. The Plan is mentioned merely for reference purposes. This contract must be held for the exclusive benefit of the Participants and their beneficiaries.
- 2.02 You and We are parties to this contract. However, when a certificate is issued to an Annuitant under the provisions of Article 5, We will thereafter be responsible for providing the benefits provided by said certificate.
- 2.03 Except as allowed by the Plan or applicable law, this contract may not 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.
- 2.04 We have the right to amend this contract as follows:
- a. To maintain this contract under applicable local, state, or federal laws or regulations, such as the Department of Labor (DOL), the Internal Revenue Code, Internal Revenue Service regulations, or published revenue rulings.
 - b. To change or apply the following charges and fees: Per Participant Charge, Asset Charge Percentage, including the Asset Charge Endorsement, Separate Account Charge, Market Value Adjustment calculation and/or Employer Charge, any time after the end of the first contract year.
- 2.05 Amendments/Changes to this contract will be handled as follows:
- a. You will be provided Notice of any proposed amendment to the contract that is based on activities initiated by Us. You may object to the proposed amendment by providing Notice in accordance with section 1.13 within 60 days of the date of the Notice provided by Us. Your Notice may provide an alternative measure to what is outlined in the proposed amendment. If You do not provide Notice of an objection to the proposed amendment within the Notice period You will be deemed to have consented to the amendment. The parties will have the right to terminate the contract in accordance with Article 4 in the event that they are unable to mutually agree to any proposed amendment or alternative measure.
 - b. We will provide Notice to You of any proposed amendment that is based on activities not initiated by Us as soon as administratively feasible.
- 2.06 You and We may also mutually agree to amend this contract. The consent of any Participant, 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.
- 2.07 Any amendment to this contract must be in writing and signed by an authorized Company officer and will be subject to the Notice requirements above.
- 2.08 This contract is subject to the incontestability laws of the state in which it is delivered.
- 2.09 This document, any amendments, endorsements and riders, together with the acceptance application signed by You constitutes the entire contract between You and Us.
- 2.10 We are not liable to provide sufficient assets to provide the Plan's benefits.

- 2.11 No suit may be brought in relationship to this contract unless it is brought within three years after the date on which this suit could have first been brought. If this limitation is prohibited by the laws of the state by which this contract is governed, this limitation shall be deemed to be amended to agree with the minimum period of limitation permitted by those laws.
- 2.12 Any Notice from you required by this contract must be delivered to Us at Our Service Office. Any Notice to You will be delivered at the address shown on Our records.
- 2.13 We are not a trustee for assets held in this contract.
- 2.14 We reserve the right to recover assets previously deposited into the contract due to an error (including any gain and less any loss while such assets were invested in the contract) and agree to credit the contract any amount not previously deposited into the 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.
- 2.15 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.
- 2.16 Our failure to perform or insist upon the strict performance of any provision or condition of the 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.
- 2.17 If any provision of this contract is determined to be invalid, the remainder of the provisions shall remain in full force and effect.
- 2.18 Any questions concerning this contract should be directed to a Company representative or Our Service Office.
- 2.19 We reserve the right to implement and administer redemption fees and trading restrictions imposed by an investment manager of an SA or an underlying investment of a Subaccount.

ARTICLE 3 – FUNDING & WITHDRAWALS

- 3.01 We will maintain a Participant Account for each Participant.
- 3.02 Deposits must be made to Us at Our Service Office.
- 3.03 Deposits will be invested in 1% multiples according to the investment allocation in effect at the time of deposit.

Deposits will be invested in Guaranteed Stable Value, any Subaccount or QDIA when one of the following occurs:

- a. no investment allocation is received;
 - b. the allocation percentages do not equal 100%;
 - c. any percentage directed to an investment option(s) that is not available to the Participant;
 - d. any other invalid allocation.
- 3.04 Investment allocations for future deposits may be changed at any time as permitted by You. Any change must be made in a manner acceptable by Us.
- 3.05 The amount maintained in the Guaranteed Stable Value Account and the Portfolio will be guaranteed against loss of principal, less all withdrawals, including charges and adjustments. We will credit interest daily at an effective annual interest rate that will not be less than the Guaranteed Minimum Interest Rate, as shown on the Contract Specifications.

Interest rates will be declared semi-annually and made available reasonably in advance.
- 3.06 During the course of the contract it may be necessary to add additional Subaccounts or SAs or change existing Subaccounts or SAs. These changes may include changes to the underlying investment options, changes to the investment objective of the Subaccounts or SAs or merging Subaccounts or SAs. The changes described in this subsection are subject to the Notice and consent requirements of subsection 2.05.
- 3.07 We will provide You with advance written Notice prior to the closing of an SA or Subaccount in accordance with subsection 2.05. If You do not provide instructions regarding the remaining units in the SA or Subaccount, the value of the remaining units will be transferred to Guaranteed Stable Value Account, any Subaccount or QDIA on the date of termination.
- 3.08 SAs will not be charged with liabilities from any other part of Our business. Income, gains, and losses of an SA will be credited to or charged directly against the SA.
- 3.09 We do not guarantee any deposit or transfer into an SA against investment loss.
- 3.10 The SAs and Subaccounts are divided into units. When an amount is deposited to or withdrawn from a Subaccount or SA, the number of units is adjusted.

- 3.11 As of any Valuation Date, the value of a Participant's SA or Subaccount will equal the number of units held by the Participant times the unit value of that SA or Subaccount.

The unit value of each SA is:

- a. the market value of all securities;
- b. minus the liabilities, including the Separate Account Charge, as shown on the Separate Account Amendment;
- c. multiplied by the number of days since the last Valuation Date;
- d. divided by the outstanding units of the SA.

The value of a unit of a Subaccount was arbitrarily established at the inception of the Subaccount. The unit value for the Subaccount for any later valuation period is determined as (a.) minus (b.) divided by (c.); where:

- a. is the total value of fund shares held in the Subaccount, calculated by multiplying the number of fund shares owned by the Subaccount at the beginning of the valuation period by the net asset value per share of the fund at the end of the valuation period, and adding any dividend or other distribution of the fund if an ex-dividend date occurs during the valuation period;
- b. is the liabilities of the Subaccount at the end of the valuation period (such liabilities include daily charges imposed on the Subaccount and may include a charge or credit with respect to any taxes paid or reserved for by Us that We determine is a result of the operation of the Subaccount); and
- c. is the outstanding number of units in the Subaccount at the beginning of the valuation period.

The unit value may decrease, increase or remain the same.

The SAs and Subaccounts will be valued each day the New York Stock Exchange (NYSE) is open for trading and We are open for business.

If a correction is needed to a unit value calculation, it will be made in accordance with applicable law.

In certain circumstances, and when permitted by law, We may use a different standard industry method for this calculation which will achieve substantially the same result as the method described above.

- 3.12 At least once during each Contract Year, We will provide You a report of the value of the Contract Owner Account.

3.13 Per Participant Charge

- a. The Per Participant Charge will be deducted from each Participant Account on a pro rata basis based on the value shown on the Contract Specifications or as set forth in the Asset Charge Endorsement. The Per Participant Charge will be deducted on one of the following frequencies: annually, semi-annually, quarterly or monthly.

- b. Contract Owner Billing - If You choose to pay the Per Participant Charge, as shown on the Contract Specifications, We will bill You at the end of each period as outlined in subsection a. If the bill is not paid in full within 30 days, We will deduct the Per Participant Charge as of a current date, as specified in subsection a., and all future Per Participant Charges will be deducted.

The Per Participant Charge will be deducted upon withdrawal of the entire Participant Account or at contract termination.

3.14 Asset Charge

- a. Contract Deduction - We will deduct an Asset Charge from each Participant Account on each monthly anniversary of the Effective Date. The monthly Asset Charge will be an amount equal to the Participant Account on each monthly anniversary multiplied by one twelfth of the Asset Charge Percentage, and modified by the Asset Charge Endorsement. The Asset Charge will be deducted from each Participant Account on a pro rata basis.

Any Asset Charge accrued since the last time the Asset Charge was deducted, will be prorated and deducted upon withdrawal of the entire Participant Account or at contract termination.

- b. Contract Owner Billing -If You choose to pay the Asset Charge We will bill You on one of the following frequencies: monthly, quarterly, semi-annually or annually. . The Asset Charge will be an amount equal to the Average Balance of the Contract Owner Account multiplied by the Asset Charge Percentage, and modified by the Asset Charge Endorsement. If the bill is not paid in full within 30 days, We will deduct the Asset Charge as of a current date. Each Participant will pay a portion of the Asset Charge equal to the Average Balance of their Participant Account multiplied by the Asset Charge Percentage. Each Participant's portion will be deducted from their Participant Account as specified in subsection a., and all future Asset Charges will be deducted.

3.15 Employer Charge

- a. Contract Owner Billing - We will bill You for the Employer Charge, as shown on the Contract Specifications, on one of the following frequencies: monthly, quarterly, semi-annually or annually. If the bill is not paid within 30 days, We will deduct the Employer Charge as of a current date. Each Participant will pay a portion of the Employer Charge equal to their Participant Account divided by the Contract Owner Account, then multiplied by the Employer Charge. Each Participant's portion will be deducted from their Participant Account on a pro rata basis based.
- b. Contract Deduction - If You choose, We will deduct the Employer Charge, as shown on the Contract Specifications at the end of each period as outlined in subsection a. Each Participant will pay a portion of the Employer Charge as specified in subsection a.

The Employer Charge will be deducted at contract termination.

3.16 Separate Account Charge

The Separate Account Charge is an additional charge set forth in the Separate Account Amendment that is assessed against the SAs and Subaccounts. This charge is deducted in the unit value calculation.

- 3.17 The Contract Owner or Participant, if permitted by the Contract Owner, may transfer balances held in any Subaccounts between the Subaccounts and the Guaranteed Stable Value Account.

However, balances held in the Guaranteed Stable Value Account and Portfolio are subject to the following provisions:

- a. Periodic Elective Transfers - Participant initiated transfers from the Guaranteed Stable Value Account to a Competing Fund will not be permitted. If a transfer is made from the Guaranteed Stable Value Account to a noncompeting fund, transfers thereafter from any investment option in the Plan to a Competing Fund will not be permitted for 90 days. Finally, transfers out of the Guaranteed Stable Value Account will not be permitted for 90 days after a transfer is made from any other investment option in the Plan to a Competing Fund. These restrictions apply at the Participant level.
- b. In addition, for the Portfolio, these restrictions also apply at the Participant level to Participants who utilize the investment management service outside of the Plan's QDIA. These restrictions do not apply in situations where the Portfolio is used as part of the Plan's QDIA and the transfer out of the Portfolio is the Participant's initial transfer out of the QDIA.

The ability to make transfers may be limited to the extent that an investment manager or underlying fund limits trading activity.

3.18 A withdrawal made on behalf of a Participant may be in any of the following forms as directed by You:

- a. a cash distribution; or
- b. an annuity benefit as governed by the provisions of Article 5.

3.19 Cash distributions from the Participant Account for the following reasons are not subject to the Withdrawal Charge or Market Value Adjustment both shown on the Contract Specifications:

- a. Participant's death;
- b. Disability;
- c. Participant-initiated termination of employment, including but not limited to:
 - 1. normal retirement;
 - 2. early retirement; or
 - 3. dismissal due to performance;
- d. Hardship;
- e. In-service withdrawal at age 59½ or as otherwise permitted by the Plan;
- f. Loan;
- g. Plan expenses;
- h. Qualified Domestic Relations Order;
- i. Required minimum distribution.

Any such cash distribution must be allowed by the Plan. We will rely on representations from You or Your designee as to allowable distributions from the Plan.

If the Plan has assets invested outside this contract, We may limit cash distributions requests in direct proportion to the percentage that the balance of the Contract Owner Account represents of the total assets in the Plan.

- 3.20 Cash distributions from the Participant Account for any reason not stated in section 3.19 are subject to the Withdrawal Charge, as shown on the Contract Specifications and Market Value Adjustment.
- 3.21 You must submit withdrawal requests to Us by providing Notice. We reserve the right to require proof of the event giving rise to any withdrawal under this contract.
- 3.22 If orderly markets do not exist, We may defer transactions, such as deposits, cash distributions and transfers, until such a time as orderly markets do exist.
- 3.23 The Contract Owner must notify Us in writing to initiate the amount to be deducted for Plan expenses as well as how the deductions will be apportioned. You represent that any such amounts will be used for Plan expenses and We will have no responsibility to determine whether the Plan expenses are appropriate or permitted under the Plan's provisions.

ARTICLE 4 – CONTRACT TERMINATION

- 4.01 You may terminate this contract without penalty but subject to the charges in section 4.04, at any time by giving Us Notice at least 90 days but no later than 180 days in advance.
- 4.02 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 sections specified by Us for purchasers of this contract; or
 - c. at any time following the end of the second Contract Year, the Contract Owner Account is less than \$25,000; or
 - d. there is no deposit activity for a 24 consecutive month period; or
 - e. You fail to furnish requested information or other documentation; or
 - f. We discover any misrepresentation of material information.

The Notice will specify a termination date at least 90 days from the date of the Notice.

- 4.03 After the notification of termination as referenced in section 4.01 or 4.02, deposits and withdrawal requests will be accepted by Us until the termination date. Cash distribution requests received after the notification of termination will be subject to the Withdrawal Charge and Market Value Adjustment.
- 4.04 As of the termination date, We will deduct any outstanding charges plus the following charges and adjustment from each Participant Account:
- a. Per Participant Charge, as described in section 3.13 subsection a.;
 - b. Asset Charge, as described in section 3.14 subsection a. The Asset Charge will cover the number of days from the most recent calculation to the termination date;
 - c. Employer Charge, as described in section 3.15 subsection b.;
 - d. Withdrawal Charge, as shown on the Contract Specifications;
 - e. Contract Termination Charge, as required for items over and above standard contract termination functions and reporting, based on Our calculations prior to contract termination;
 - f. Market Value Adjustment, as described on the Contract Specifications.

The charges above do not constitute penalties. They are standard charges for this Contract.

4.05 As directed by You, the balance in the Guaranteed Stable Value Account and the Portfolio will be paid out in one of the following options:

- a. Lump Sum - the amount payable will be the balance in the Guaranteed Stable Value Account and the Portfolio as of the termination date, reduced by the charges and the Market Value Adjustment outlined in section 4.04.

Your election to receive the Guaranteed Stable Value Account and the Portfolio in a 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 Us for such amounts.

- b. Systematic Installments - the amount payable will be the balance of the Guaranteed Stable Value Account as of the termination date, reduced by the charges outlined in section 4.04, paid in six payments. This calculation will also apply to the Portfolio. The timing and percentage of each installment payment will be as indicated in the Schedule of Systematic Transfers or Installments as shown on the Contract Specifications. After the initial date, assets remaining in the Guaranteed Stable Value Account and/or the Portfolio will continue to receive interest in the same manner as before installments began. You may at any time after the initial date elect to receive the remaining balance of the Guaranteed Stable Value Account and/or the Portfolio in a lump sum, subject to the Market Value Adjustment.

4.06 No transfers from the Guaranteed Stable Value Account or the Portfolio will be allowed for a period of 90 days prior to the contract termination date. This restriction does not apply in situations where the Portfolio is used as part of the Plan's QDIA and the transfer out of the Portfolio is the Participant's initial transfer out of the QDIA.

4.07 The balance of the SAs and Subaccounts as of the termination date, reduced by the charges outlined in section 4.04, will be paid in a lump sum. 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 Us for such amounts.

4.08 All payments will be made to a Plan trustee or 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.

4.09 The termination of this contract will have no effect upon the benefits to be provided by Us to any Annuitant for whom a certificate has been issued under the provisions of Article 5 prior to the date of termination.

4.10 This contract will terminate on the date the last payment is made under the provisions of Article 4.

ARTICLE 5 – ANNUITY BENEFITS

- 5.01 You may establish an annuity benefit for any Participant. The amount needed to establish the annuity benefit will be withdrawn from the Participant Account, as directed by You using the amount available for the Participant under the provision of section 3.17. Such annuity benefit will be established using the rates in 5.12. The Participant will be referred to as an Annuitant for the remainder of this Article.
- 5.02 All annuity benefits are guaranteed annuities payable in fixed dollar amounts. These annuity payment options are available:
- a. **Life Only** - The annuity payments are paid as long as the Annuitant lives.
 - b. **Guaranteed Period** - The annuity payments are paid during the guaranteed period. After that, annuity payments are paid as long as the Annuitant lives.
 - c. **Installment Refund** – The annuity payments are paid until the sum of the payments equals the amount of Annuity Proceeds on the Maturity Date. After that, the annuity payments are paid as long as the Annuitant lives.

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 Section 5.12 of this contract illustrates the annuity amounts and the age adjustments which will be used to determine the monthly annuity payment option. The tables show the dollar amount of the guaranteed monthly annuity payout 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 an individual certificate 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 section 6331 of the Code.
- 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 falling 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 previous 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 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 any guaranteed payments due in one lump sum.

If a named beneficiary is receiving guaranteed payments and dies, the remaining payments will be paid in one lump sum to a contingent beneficiary if living at the time of the beneficiary's death. Payments will otherwise be made to the beneficiary's estate.

Lump sum payments will equal the discounted guaranteed payments at the Portfolio rate then being credited.

Unless otherwise provided in the beneficiary designation, if any beneficiary dies before the Annuitant, that beneficiary's interest will pass to any other beneficiaries according to their respective interest.

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 payee under this contract is living when payment is contingent upon survival of such payee.

5.12 Payment Options Table

Guaranteed Basis of Calculation for Payment Options

Using 1.00% interest compounded annually and the Female Annuity 2000 Mortality Table projected to 2030 and generational mortality improvement applied using projection of Scale G

Monthly Income per \$1,000 of Annuity Proceeds Life Income - Monthly Income

Attained	Guarantee Period					Life With
Age of the Annuitant	Life Only	5 years	10 Years	15 years	20years	Installment Refund
40	\$1.98	\$1.98	\$1.98	\$1.98	\$1.98	\$1.94
41	\$2.01	\$2.01	\$2.01	\$2.01	\$2.01	\$1.97
42	\$2.04	\$2.04	\$2.04	\$2.04	\$2.04	\$2.00
43	\$2.08	\$2.07	\$2.07	\$2.07	\$2.07	\$2.03
44	\$2.11	\$2.11	\$2.11	\$2.11	\$2.10	\$2.06
45	\$2.15	\$2.15	\$2.14	\$2.14	\$2.14	\$2.09
46	\$2.18	\$2.18	\$2.18	\$2.18	\$2.17	\$2.12
47	\$2.22	\$2.22	\$2.22	\$2.22	\$2.21	\$2.15
48	\$2.26	\$2.26	\$2.26	\$2.26	\$2.25	\$2.19
49	\$2.31	\$2.31	\$2.30	\$2.30	\$2.29	\$2.22
50	\$2.35	\$2.35	\$2.35	\$2.34	\$2.34	\$2.26
51	\$2.40	\$2.40	\$2.40	\$2.39	\$2.38	\$2.30
52	\$2.45	\$2.45	\$2.44	\$2.44	\$2.43	\$2.34
53	\$2.50	\$2.50	\$2.50	\$2.49	\$2.48	\$2.38
54	\$2.56	\$2.55	\$2.55	\$2.54	\$2.53	\$2.43
55	\$2.61	\$2.61	\$2.61	\$2.60	\$2.58	\$2.47
56	\$2.67	\$2.67	\$2.67	\$2.65	\$2.64	\$2.52
57	\$2.74	\$2.74	\$2.73	\$2.72	\$2.69	\$2.57
58	\$2.81	\$2.80	\$2.80	\$2.78	\$2.75	\$2.62
59	\$2.88	\$2.87	\$2.86	\$2.85	\$2.82	\$2.67
60	\$2.95	\$2.95	\$2.94	\$2.92	\$2.88	\$2.73
61	\$3.03	\$3.03	\$3.02	\$2.99	\$2.95	\$2.79
62	\$3.12	\$3.11	\$3.10	\$3.07	\$3.02	\$2.85
63	\$3.21	\$3.20	\$3.18	\$3.15	\$3.09	\$2.92
64	\$3.30	\$3.30	\$3.28	\$3.24	\$3.17	\$2.98
65	\$3.40	\$3.40	\$3.37	\$3.33	\$3.25	\$3.06
66	\$3.51	\$3.50	\$3.48	\$3.42	\$3.33	\$3.13
67	\$3.63	\$3.62	\$3.59	\$3.52	\$3.41	\$3.21
68	\$3.75	\$3.74	\$3.70	\$3.62	\$3.49	\$3.29
69	\$3.88	\$3.87	\$3.82	\$3.73	\$3.58	\$3.38
70	\$4.02	\$4.01	\$3.95	\$3.84	\$3.66	\$3.47
71	\$4.18	\$4.16	\$4.09	\$3.96	\$3.75	\$3.56
72	\$4.34	\$4.32	\$4.24	\$4.08	\$3.83	\$3.67
73	\$4.52	\$4.49	\$4.39	\$4.20	\$3.92	\$3.78
74	\$4.71	\$4.68	\$4.56	\$4.33	\$4.00	\$3.89
75	\$4.92	\$4.88	\$4.73	\$4.46	\$4.07	\$4.01
76	\$5.14	\$5.09	\$4.91	\$4.59	\$4.15	\$4.15
77	\$5.38	\$5.32	\$5.10	\$4.72	\$4.22	\$4.28
78	\$5.64	\$5.56	\$5.30	\$4.85	\$4.28	\$4.41
79	\$5.92	\$5.82	\$5.50	\$4.97	\$4.34	\$4.57
80	\$6.22	\$6.10	\$5.71	\$5.10	\$4.40	\$4.74
81	\$6.55	\$6.40	\$5.93	\$5.21	\$4.44	\$4.91
82	\$6.91	\$6.72	\$6.15	\$5.33	\$4.48	\$5.09
83	\$7.30	\$7.06	\$6.37	\$5.43	\$4.52	\$5.30
84	\$7.72	\$7.43	\$6.60	\$5.53	\$4.54	\$5.50
85	\$8.19	\$7.82	\$6.82	\$5.62	\$4.56	\$5.75

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

The Lincoln National Life Insurance Company Guaranteed Lifetime Withdrawal Benefits Rider

The Guaranteed Lifetime Withdrawal Benefits Rider (the "Rider") is an allocated group annuity rider providing an Annual Withdrawal Benefit ("AWB") and a Guaranteed Income Benefit ("GIB"). We agree to provide the AWB and GIB in accordance with all the terms and conditions of this Rider.

This Rider is a part of the Contract (the "Contract") to which it is attached. This Rider modifies certain terms in Your Contract, as described in the "Impact of Rider on Contract Provisions" section. If there is any conflict between the Contract and this Rider, the provisions of this Rider take precedence. Except as provided below, this Rider is subject to the terms and conditions of the Contract.

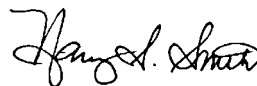
RIDER SUMMARY

This Rider provides both an Annual Withdrawal Benefit and a Guaranteed Income Benefit. The AWB entitles the Participant to request Withdrawals from the AWB Account, and if the AWB Account Value declines to \$0, the GIB entitles the Participant to receive a specified lifetime income benefit, subject to the conditions and restrictions contained herein.

Signed for The Lincoln National Life Insurance Company



President



Secretary

Fort Wayne, Indiana 46802
(800) 341-0441

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DEFINITIONS

Age means the age of the Measuring Life or Joint Measuring Life as of the last birthday.

Annual Withdrawal Benefit (AWB) is the Participant's right to request Withdrawals from an AWB Account, subject to the GAI Amount, for the duration of the Participant's lifetime (or the joint lifetimes of the Participant and Joint Measuring Life, if the Joint Option is elected), as described in the "Annual Withdrawal Benefit" section of this Rider.

AWB Account is an account established and maintained on behalf of a given Participant, with respect to a specific Rider Fund.

AWB Account Value (AWBAV) is the dollar value of an AWB Account.

Conforming Withdrawals are Withdrawals You or Your designee take from an AWB Account on behalf of a Participant after the Participant's Rider Benefit Election Date that total, in aggregate for that Rider Benefit Year, an amount equal to or less than the Participant's GAI Amount for that Rider Benefit Year. Withdrawals You or Your designee take after the Participant's Rider Benefit Election Date in excess of the GAI Amount for that Rider Benefit Year that fall within the RMD Privilege are considered Conforming Withdrawals.

Excess Withdrawals are all Withdrawals You or Your designee take from an AWB Account on behalf of a Participant after the Participant's Rider Benefit Election Date that total, in aggregate for that Rider Benefit Year, an amount greater than the Participant's GAI Amount and such other amount that is permitted pursuant to the RMD Privilege, for that Rider Benefit Year.

Good Order means a request or instruction that:

- (a) is in a form that is satisfactory to Us such that it is sufficiently complete and clear that no discretion needs to be exercised to follow such instruction, complies with all relevant laws and regulations, and is permitted under the terms and conditions of this Rider;
- (b) is on specific forms, or by other means that We permit (such as via telephone or electronic transmission); and
- (c) contains all required signatures and dates.

Guaranteed Annual Income (GAI) Amount is described in the "Guaranteed Annual Income (GAI) Amount" provision under the "Annual Withdrawal Benefit" section.

Guaranteed Income Benefit (GIB) is the Participant's right to receive income payments for the duration of the Participant's lifetime (or the joint lifetimes of the Participant and Joint Measuring Life, if the Joint Option is elected), as described in the "Guaranteed Income Benefit" section of this Rider.

Income Benefit Base (IBB) is the amount associated with each AWB Account and is maintained solely for purposes of calculating the benefit associated with the AWB and the GIB, as described in "Income Benefit Base" provision.

Joint Life Option is the option whereby benefits under the AWB and the GIB are determined based on the joint lifetimes of the Participant and the Joint Measuring Life.

Joint Measuring Life is the second person, if the Joint Life Option is elected, whose lifetime also determines the benefits under the AWB and the GIB. Unless otherwise accepted by Us and permitted under the Plan, the Joint Measuring Life must be a Participant's spouse, as defined by the Plan.

Measuring Life is the Participant whose lifetime determines the benefits under the AWB and the GIB.

Rider Benefit Election Date is the date You or Your designee have established with Us, on behalf of a Participant, to begin Withdrawals of the Guaranteed Annual Income (GAI) from an AWB Account.

Rider Benefit Year is the period from the Rider Benefit Election Date through December 31st of that year and each calendar year thereafter.

Rider Deposit(s) means the amounts, including transfers from the Participant Account, that You or Your designee credit to an AWB Account that are designated by the Participant to be subject to the guarantees provided by this Rider, and allocated in one or more Rider Funds. We may require You or Your designee to identify the source of the Rider Deposit(s). We may restrict Rider Deposits subject to the “Rider Deposit Limits” provision.

Rider Fund means the Subaccount(s) named on the Separate Account Amendment attached to the Contract in which Rider Deposits are allocated. We may restrict the Rider Funds available under this Rider as described in the “Allocation Restrictions” provision.

Single Life Option is the option whereby benefits under the AWB and the GIB are determined based on the life of the Participant.

Withdrawal is any amount You or Your designee take from an AWB Account on behalf of a Participant.

COST OF RIDER

Rider Charge

Starting on the later of the Rider Effective Date, set forth on the Rider Specifications page, or the date on which allocations are first made to a designated Rider Fund, We will assess to each Rider Fund a Rider Charge. The Rider Charge will be calculated as an annualized percentage of the AWB Account’s daily net assets for each Rider Fund and will be assessed as a liability against the unit value for each Rider Fund under the Contract’s unit value calculation in accordance with the “Impact of Rider Charge on Contract” provision.

The Guaranteed Maximum Rider Charge is shown on the Rider Specifications page. We reserve the right to apply a current charge which is less than the Guaranteed Maximum Rider Charge. We will review the current Rider Charge no more frequently than once annually. Any such change shall apply uniformly to all assets allocated to all Rider Funds, unless we notify You otherwise. We will provide Notice of any change in the current Rider Charge to You at least 90 days prior to the effective date of the change.

RIDER FUNDING

Rider Deposits

The initial Rider Deposit to an AWB Account establishes the AWB Account’s IBB on the Valuation Date that the initial Rider Deposit is applied to the AWB Account. The AWB Account’s IBB shall equal the dollar amount of the initial Rider Deposit, subject to the “Income Benefit Base Limit” provision.

Each subsequent Rider Deposit to an AWB Account increases that AWB Account’s IBB by the dollar amount of that Rider Deposit, subject to the “Income Benefit Base Limit” provision. Such increase shall take effect on the Valuation Date that the Rider Deposit is applied to the AWB Account.

Rider Deposit Limits

We reserve the right to decline all future Rider Deposits. If We elect to do so, We will provide 90-day advance Notice to You.

Income Benefit Base

The benefit amount associated with each AWB Account is determined based on the AWB Account’s Income Benefit Base (IBB) which is maintained solely for purposes of calculating the benefit associated with the AWB and GIB. The AWB Account’s IBB is a value that is distinct from the AWBAV. The IBB has no cash value.

Income Benefit Base Limit

The combined Income Benefit Bases for any given Participant, within this rider and any other contracts or riders issued by the Company (or its affiliates), are limited to the Maximum Income Benefit Base for a Participant shown on the Rider Specifications page. We reserve the right to change the Maximum Income Benefit Base for a Participant. If We elect to do so, We will provide 90-day advance Notice to You.

Investing in the Rider Funds

You or Your designee, as directed by or on behalf of the Participant, direct the allocation of such Participant's investment in the Rider Funds, subject to the "Allocation Restrictions" provision below.

You or Your designee may direct such Participant's investment to be allocated to one of more of the Rider Funds shown on the Rider Specifications page. A separate AWB Account will be established for each Participant in each Rider Fund and each AWB Account will operate independently. As directed by or on behalf of a Participant, You or Your designee may reallocate between and among the Rider Funds. In the event of such a reallocation whereby the AWBAV for a specific AWB Account is depleted, the Participant's AWB Account for that Rider Fund terminates, including all associated values and guarantees provided by this Rider. Any such reallocations shall be effective on the Valuation Date We receive Notice of such reallocation.

Upon or following the Rider Benefit Election Date, We reserve the right to require all AWB Accounts for such Participant and all future allocations associated with such Participant to be reallocated to a designated Rider Fund. If We elect to do so, We will provide 90-day advance Notice to You.

Allocation Restrictions

The Rider Funds are limited to the Subaccount(s) named on the Separate Account Amendment attached to the Contract. Rider Deposits must be allocated to a designated Rider Fund to be subject to the guarantees provided by this Rider.

We reserve the right to modify the list of Rider Funds available in the Rider. If We elect to do so, We will provide 60-day advance Notice to You.

Transfer Limits

For any transfer to an AWB Account that occurs within the Transfer Limit Period (shown on the Rider Specifications page), We reserve the right to limit the increase in the AWB Account's IBB.

For purposes of this provision, a transfer is a Rider Deposit to an AWB Account that originated from another investment option available under the Plan. A transfer does not include Rider Deposits received as annual additions for a calendar year for purposes of section 415 of the Code, or scheduled allocations resulting from a systematic rebalancing feature of a Plan investment option.

We reserve the right to change the Transfer Limit Period for any new transfers. If We elect to do so, We will provide 90-day advance Notice to You.

Withdrawals Prior to the Rider Benefit Election Date

Any Withdrawal taken prior to the Rider Benefit Election Date may not exceed the AWB Account's AWBAV on the Valuation Date prior to the date of the Withdrawal.

Each Withdrawal from an AWB Account that is taken prior to the Participant's Rider Benefit Election Date decreases that AWB Account's IBB by a proportional reduction, which is calculated as follows:

$$\frac{\text{Dollar amount of the Withdrawal}}{\text{AWBAV immediately prior to the Withdrawal}} \times \text{AWB Account's IBB immediately prior to the Withdrawal}$$

Death of Participant

In the event a Participant who has an AWB Account dies before the Rider Benefit Election Date, the AWB and the GIB associated with such AWB Account will terminate and We will pay any remaining AWBAV to the Plan for further distribution in accordance with the terms of the Plan.

STEP UP

An Automatic Step Up will occur for each Participant as shown on the Rider Specifications page. We reserve the right to change the Automatic Step Up requirements for any new Participants. If We elect to do so, We will provide 90-day advance Notice to You.

On the date a Participant reaches a Step Up, for each AWB Account attributable to such Participant, We will compare the AWBAV to the IBB. If the AWBAV is higher than the IBB, an increase (Step Up) will be applied to the AWB Account's IBB to set it equal to the AWBAV. If the AWBAV is lower than the IBB, no adjustment will be made to the AWB Account's IBB.

If the date the Participant reaches a Step Up is not a Valuation Date, the comparison and adjustment, if applicable, will occur on the next Valuation Date.

ANNUAL WITHDRAWAL BENEFIT

At any time on or after a Participant reaches the Minimum Rider Benefit Election Age, You or Your designee may, as directed by or on behalf of the Participant, begin exercising the AWB right. The AWB entitles You or Your designee to request and the Participant to receive, Withdrawals from the AWBAV up to the Guaranteed Annual Income (GAI) Amount each Rider Benefit Year for the remainder of the Participant's life (or Participant and Joint Measuring Life, if the Joint Life Option is elected), subject to the conditions and restrictions contained herein.

Rider Benefit Election Date

The Rider Benefit Election Date is the date You or Your designee establish with Us to begin Withdrawals of the GAI from an AWB Account. You or Your designee cannot establish a Rider Benefit Election Date for a Participant until such Participant reaches the Minimum Rider Benefit Election Age. The Minimum Rider Benefit Election Age is shown on the Rider Specifications page. Once a Rider Benefit Election Date has been established for a specific AWB Account, it cannot be revoked or changed.

Annual Withdrawal Benefit (AWB) options

To establish the Rider Benefit Election Date, You or Your designee, as directed by or on behalf of the Participant, must communicate to Us whether the AWB for that AWB Account will be a Single Life Option or Joint Life Option. The election to establish the Rider Benefit Election Date will not be considered in Good Order until the election of an AWB option is communicated. Once the election to take a Single Life Option or a Joint Life Option is made, it cannot be revoked or changed.

- (1) **Single Life Option.** The Single Life Option entitles You or Your designee to request and the Participant to receive Withdrawals up to the GAI Amount each Rider Benefit Year for the remainder of the Participant's life, as long as each Withdrawal is a Conforming Withdrawal (see the "Excess Withdrawals" provision). The GAI Rate for the Single Life Option is shown on the Rider Specifications page and will not change for that Participant, except as described below.
- (2) **Joint Life Option.** The Joint Life Option entitles You or Your designee to request and the Participant or Joint Measuring Life to receive Withdrawals up to the GAI Amount each Rider Benefit Year for the remainder of the lifetimes of both the Participant and Joint Measuring Life, as long as each Withdrawal is a Conforming Withdrawal (see the "Excess Withdrawals" provision). The GAI Rates for the Joint Life Option vary depending on the Age of the younger of the Measuring Life and the Joint Measuring Life as of the Rider Benefit Election Date. The GAI Rates for the Joint Life Option are shown on the Rider Specifications page, and will not change for that Participant, except as described below.

We may change the GAI Rate for future Rider Deposits and/or Participants. If We elect to do so, We will provide 90-day advance Notice to You. If the GAI Rates are changed, the GAI Rate applicable to a Participant's GAI Amount on the Rider Benefit Election Date or thereafter will be a Weighted Average GAI Rate explained below.

Guaranteed Annual Income (GAI) Amount

The GAI Amount is the maximum amount that You or Your designee, on behalf of a Participant, can withdraw from an AWB Account each Rider Benefit Year without reducing the AWB Account's IBB. Each such Withdrawal is considered a Conforming Withdrawal.

For each AWB Account, each Rider Benefit Year's GAI Amount is noncumulative. That is, You or Your designee, cannot withdraw, on behalf of a Participant, a previous Rider Benefit Year's GAI Amount in a subsequent Rider Benefit Year without causing an Excess Withdrawal that will reduce the AWB Account's IBB.

Each AWB Account's GAI Amount is specific to that AWB Account. You or Your designee cannot withdraw one AWB Account's unused GAI Amount from another AWB Account.

For each AWB Account, the GAI Amount is calculated by multiplying the AWB Account's current IBB by the AWB Account's GAI Rate. The calculation is performed on the first Valuation Date of each Rider Benefit Year and the GAI Amount remains the same for the duration of that Rider Benefit Year. For the first Rider Benefit Year only, if the Rider Benefit Election Date is a date other than the first Valuation Date of a calendar year, the GAI Amount is calculated on the Rider Benefit Election Date and is prorated based upon the number of full (and any partial) months from the Rider Benefit Election Date to the end of the Rider Benefit Year.

Weighted Average GAI Rate (WAGAI Rate)

If We do make a change to the GAI Rate(s) while Rider Deposits are made into an AWB Account on behalf of a Participant prior to or after the Rider Benefit Election Date, then a Weighted Average GAI Rate (WAGAI Rate) will be calculated using the applicable GAI Rate in effect at the time of each Rider Deposit based on the Age of the Measuring Life at the Rider Benefit Election Date and whether the Single Life Option or Joint Life Option was chosen at the Rider Benefit Election Date.

The WAGAI Rate will equal the sum of the following calculation, performed for each applicable GAI Rate in existence for a Participant:

- (a) the portion of the Income Benefit Base calculated on the basis of Rider Deposits made, Step-Ups and Withdrawals as directed by or on behalf of the Participant during the time the applicable GAI Rate is in effect; divided by
- (b) the total Income Benefit Base; times
- (c) the applicable GAI Rate.

If any portion of an AWB Account is withdrawn, due to either a Conforming Withdrawal or Excess Withdrawal, the Withdrawal will be taken pro rata from the AWB Account allocated to each applicable GAI Rate available under this Rider during the time the AWB Account had a value greater than \$0.

Post Rider Benefit Election Date Rider Deposits

After an AWB Account's Rider Benefit Election Date, each Rider Deposit to an AWB Account increases that AWB Account's IBB by the dollar amount of that Rider Deposit, subject to the Income Benefit Base Limit specified in the "Income Benefit Base Limit" provision, and consequently, the GAI Amount calculated in subsequent Rider Benefit Years.

Withdrawal Limits

Any Withdrawal may not exceed the AWB Account's AWBAV on the Valuation Date prior to the date of the Withdrawal.

Conforming Withdrawals

Conforming Withdrawals will have no effect on the IBB and consequently, no effect on the GAI Amount calculated in subsequent Rider Benefit Years.

Excess Withdrawals

Excess Withdrawals will result in a reduction to the AWB Account's IBB and consequently, the GAI Amount calculated in subsequent Rider Benefit Years.

Each Excess Withdrawal decreases that AWB Account's IBB by a proportional reduction, which is calculated as follows:

$$\frac{\text{Dollar amount of the Excess Withdrawal}}{\text{AWBAV immediately prior to the Withdrawal (reduced by any Conforming Withdrawal taken on the Same Valuation Date)}} \times \text{AWB Account's IBB immediately prior to the Withdrawal}$$

Required Minimum Distribution (RMD) Privilege

If You or Your designee, on behalf of a Participant, takes a Withdrawal after the Rider Benefit Election Date that exceeds the GAI Amount for the sole purpose of satisfying RMD requirements for the Plan under the Code, and the Participant's total RMD is taken proportionally from all the Participant's investment options under the Plan, such Withdrawal will not be considered an Excess Withdrawal. Rather, it shall be treated as a Conforming Withdrawal and will not reduce the AWB Account's IBB.

We reserve the right to modify or eliminate the RMD Privilege if there is any change to the Code or IRS rules relating to required minimum distributions, including the issuance of relevant IRS guidance. If We exercise this right, We will provide Notice to You and any Withdrawal taken on behalf of a Participant from an AWB Account after the Rider Benefit Election Date in excess of the GAI Amount will be treated as an Excess Withdrawal.

For each Participant, the RMD Privilege is not available during the calendar year in which the Rider Benefit Election Date is established.

Death of Participant

If a Participant who has an AWBAV greater than \$0 dies after the Rider Benefit Election Date:

- (1) If the Single Life Option was elected, the AWB associated with such AWB Account will terminate and We will pay any remaining AWBAV in accordance with the terms of the Plan.
- (2) If the Joint Life Option was elected and the Joint Measuring Life is living on the date of the Participant's death, obligations under this Rider will continue for the remainder of the lifetime of the Joint Measuring Life and in accordance with the terms of the Plan. Following the death of the Joint Measuring Life, the AWB associated with such AWB Account will terminate and We will pay any remaining AWBAV in accordance with the terms of the Plan.
- (3) If the Joint Life Option was elected and there is no surviving Joint Measuring Life, the AWB associated with such AWB Account will terminate at the Participant's death and We will pay any remaining AWBAV to the Plan for further distribution in accordance with the terms of the Plan.

Withdrawals Resulting in an AWBAV of \$0

For any Withdrawal requested on or after the Rider Benefit Election Date that is equal to or greater than the AWBAV on the Valuation Date prior to the date of the Withdrawal, the amount withdrawn will be limited to such AWBAV and will result in the AWBAV falling to \$0. When the AWBAV falls to \$0, assuming that the Participant's IBB is greater than \$0, the AWB Account will automatically enter the Guaranteed Income Benefit described in "Guaranteed Income Benefit" section.

Income Benefit Base (IBB) Falls to \$0

If, after the Rider Benefit Election Date, the Participant's IBB falls to \$0, You or Your designee are no longer permitted to take any Withdrawals, as directed by or on behalf of the Participant, from that AWB Account and all AWB and GIB guarantees attributable to that AWB Account are terminated.

GUARANTEED INCOME BENEFIT

If the Participant's AWBAV declines to \$0 after the Rider Benefit Election Date (or is equal to \$0 on the Rider Benefit Election Date), provided the Participant's IBB is greater than \$0, You will provide Us with sufficient details concerning the Participant for Us to meet our payment obligations to the Participant and issue a certificate to the Participant documenting Our payment obligation. We will make payments equal to the AWB Account's GAI Amount directly to the Participant as directed by You or Your designee (referred to herein as "Automatic Guaranteed Annual Income (GAI) Payments").

Once the AWB Account is governed by this "Guaranteed Income Benefit" section, the AWB Account, as it relates to a particular Rider Fund, terminates and the only remaining benefit is the Automatic GAI Payments. Therefore:

- (1) There is no AWBAV associated with the AWB Account.
- (2) No Rider Charge will be assessed on the AWB Account.
- (3) No additional Rider Deposits can be applied to that AWB Account.
- (4) No Withdrawals can be taken from the AWB Account.

Duration of Automatic Guaranteed Annual Income (GAI) Payments

Automatic GAI Payments will continue for the remaining lifetime of the Participant if the Single Life Option was elected, or for the remaining lifetime of the Participant and the Joint Measuring Life if the Joint Life Option was elected.

Frequency and Form of Automatic Guaranteed Annual Income (GAI) Payments

The Participant may elect (or You or Your designee, may elect as directed by or on behalf of the Participant) for the Participant to receive Automatic GAI Payments at any frequency We offer, subject to minimum payment amount rules then in effect, but no less frequently than annually. We shall make Automatic GAI Payments to the Participant by a method mutually agreed upon by Us and the Participant.

Death of Participant

Once the AWB Account is governed by this "Guaranteed Income Benefit" section, if a Participant dies:

- (1) If the Single Life Option was elected, Automatic GAI Payments will stop and Our obligations under this Rider associated with such AWB Account will terminate.
- (2) If the Joint Life Option was elected and the Joint Measuring Life is living on the date of the Participant's death, Automatic GAI Payments will continue for the remainder of the lifetime of the Joint Measuring Life. Following the death of the Joint Measuring Life, Automatic GAI Payments associated with such AWB Account will stop and all obligations under this Rider associated with such AWB Account will terminate.
- (3) If the Joint Life Option was elected and there is no surviving Joint Measuring Life, Automatic GAI Payments will stop and Our obligations under this Rider associated with such AWB Account will terminate.

IMPACT OF RIDER ON CONTRACT PROVISIONS

Impact of Rider Charge on Contract

While the Contract and this Rider are In Force, the Contract's unit value calculation for a Subaccount will include the Rider Charge, as described in the "Cost of Rider" section, as a liability imposed on any Subaccount(s) designated as a Rider Fund.

GENERAL

Discontinuance of Rider

You may discontinue this Rider for any reason at any time by giving Us Notice. Such Notice shall be in writing unless We agree otherwise and shall indicate the effective date of such discontinuance. The effective date of the discontinuance shall be no fewer than 90 days and no more than 180 days after the date We receive the Notice, unless We agree otherwise.

We may discontinue this Rider at any time after the Rider Effective Date by giving You Notice. Such Notice shall be in writing unless You agree otherwise and shall indicate the effective date of such discontinuance. The effective date of the discontinuance shall be no fewer than 90 days after the date You receive the Notice, unless You agree otherwise.

Following a Notice of Discontinuance, all provisions of this Rider will continue to apply up to the effective date of the discontinuance. On the effective date of the discontinuance and thereafter, all provisions of this Rider will continue to apply, subject to the following:

- (1) We will not recognize new Rider Deposits to any Rider Fund;
- (2) An AWB Account's IBB will not increase except as expressly provided in the "Step Up" section;
- (3) all AWB and GIB benefits will continue to apply for any existing AWB Account, as described in the "Annual Withdrawal Benefit" and the "Guaranteed Income Benefit" sections, except that the AWB Account's IBB will not be increased as a result of Rider Deposits; and
- (4) no new AWB Accounts will be permitted.

Rider Termination

This Rider may be terminated by You at any time by giving Notice to Us. Notice provided pursuant to this provision shall be in writing unless both Parties agree otherwise, and shall indicate the effective date of such termination. The effective date of the termination shall be no fewer than 90 days and no more than 180 days after the date Notice is received, unless agreed to otherwise. Following Notice of termination, all provisions of this Rider will continue to apply up to the Rider termination date. As of the Rider termination date, You will provide Notice of how the assets in the Rider Funds will be reallocated to the Fund options available in the Contract. Upon the Rider termination date, the Rider Charge and all guarantees under this Rider will cease, except as provided below under the "Guaranteed Income Benefit After Termination" provision.

Contract Termination

This Rider will no longer be in effect if the Contract to which the Rider is attached is no longer in effect.

Guaranteed Income Benefit After Termination

On the Rider termination date, Our liability under this Rider terminates, except that termination of this Rider does not affect any Automatic GAI Payments described in the "Guaranteed Income Benefit" section that are already in existence as of the effective date of the termination.

Rider Modification

We may modify this Rider to comply with applicable local, state, or federal laws or regulations, such as the Internal Revenue Code, Internal Revenue Service regulations, or published revenue rulings. We will provide Notice of any such modification as soon as practicable. Any change to this Rider must be in writing and signed by an authorized officer of Ours. We will provide a copy of any modification or amendment to You.

Support for Guarantee

Our obligations under this Rider are limited to the guarantees described herein. The guarantees are funded from Our General Account which is subject to Our claims paying ability.

Severability

If any provision of this Rider is determined to be invalid, the remainder of the provisions shall remain in full force and effect.

Rollover Contract

As permitted by the Plan, We may make an individual annuity contract or a group annuity certificate available for Participants to purchase with rollover proceeds from their AWB Account after taking a distribution from the Plan.

RIDER SPECIFICATIONS

RIDER EFFECTIVE DATE: 03/10/2023

RIDER CHARGE:

Guaranteed Maximum Rider Charge: 2.00%

STEP UP:

Automatic Step Up: Age: 60 and at Rider Benefit Election Date

MINIMUM RIDER BENEFIT ELECTION AGE: 60 years + 1 day

MAXIMUM INCOME BENEFIT BASE FOR A PARTICIPANT: \$2,000,000

TRANSFER LIMIT PERIOD:

within 90 days of a withdrawal from the AWB Account

GAI RATES

Single Life Option		Joint Life Option	
Age of Measuring Life on Rider Benefit Election Date	GAI Rate	Age of the Younger of the Measuring Life and Joint Measuring Life on Rider Benefit Election Date	GAI Rate
0 – 60	0.00%	Less than 60	0.00%
60 - 64	4.0%	60-64	3.5%
65 – 71	5.0%	65-71	4.5%
72+	6.0%	72+	5.5%

Separate Account Amendment

Made a part of the Contract to which it is attached

The Lincoln National Life Insurance Company is adding or changing the Separate Accounts (SA) and associated Subaccounts that are available to You in accordance with the provisions of Your Group Annuity Contract or the Participant Certificate, as amended below.

Separate Account Charge: 0.00%

Effective Date of this Amendment: On or around February 13, 2023

- The following SA and associated Subaccounts are available:

Subaccount #	Separate Account 4K for Group Annuities contains the following Subaccounts:
SA3H	AB Global Bond Fund Class Z
SA3J	AB High Income Fund Class Z
SA3L	Virtus NFJ International Value Fund Class R6
SA3M	American Century Diversified Bond Fund R6 Class
SA3N	American Century Global Real Estate Fund R6 Class
SA3P	American Century Heritage Fund R6 Class
SA3R	American Century One Choice® 2025 Portfolio R6 Class
SA3S	American Century One Choice® 2030 Portfolio R6 Class
SA3T	American Century One Choice® 2035 Portfolio R6 Class
SA3U	American Century One Choice® 2040 Portfolio R6 Class
SA3V	American Century One Choice® 2045 Portfolio R6 Class
SA3W	American Century One Choice® 2050 Portfolio R6 Class
SA3X	American Century One Choice® 2055 Portfolio R6 Class
SA3Y	American Century One Choice® In Retirement Portfolio R6 Class
SA3Z	American Century Real Estate Fund R6 Class
SA5N	American Century Ultra® Fund R6 Class
SA5P	American Century Value Fund R6 Class
SA5Q	American Funds 2010 Target Date Retirement Fund® Class R-6
SA5R	American Funds 2015 Target Date Retirement Fund® Class R-6
SA5S	American Funds 2020 Target Date Retirement Fund® Class R-6
SA5T	American Funds 2025 Target Date Retirement Fund® Class R-6
SA5U	American Funds 2030 Target Date Retirement Fund® Class R-6
SA5V	American Funds 2035 Target Date Retirement Fund® Class R-6
SA5W	American Funds 2040 Target Date Retirement Fund® Class R-6
SA5X	American Funds 2045 Target Date Retirement Fund® Class R-6
SA5Y	American Funds 2050 Target Date Retirement Fund® Class R-6
SA5Z	American Funds 2055 Target Date Retirement Fund® Class R-6
SA6A	American Funds AMCAP Fund® Class R-6
SA6B	American Funds American Balanced Fund® Class R-6
SA6C	American Funds Capital Income Builder® Class R-6
SA6D	American Funds Capital World Growth and Income Fund® Class R-6

SA6E	American Funds EuroPacific Growth Fund® Class R-6
SA6F	American Funds International Growth and Income Fund Class R-6
SA6G	American Funds Investment Company of America® Class R-6
SA6H	American Funds New Perspective Fund® Class R-6
SA6J	American Funds New World Fund® Class R-6
SA6K	American Funds The Growth Fund of America® Class R-6
SA6L	American Funds Washington Mutual Investors Fund Class R-6
SA6M	BlackRock High Yield Bond Portfolio Class K
SA6N	BlackRock Inflation Protected Bond Fund Class K
SA6Q	BlackRock LifePath® Index 2025 Fund Class K
SA6R	BlackRock LifePath® Index 2030 Fund Class K
SA6S	BlackRock LifePath® Index 2035 Fund Class K
SA6T	BlackRock LifePath® Index 2040 Fund Class K
SA6U	BlackRock LifePath® Index 2045 Fund Class K
SA6V	BlackRock LifePath® Index 2050 Fund Class K
SA6W	BlackRock LifePath® Index 2055 Fund Class K
SA6X	BlackRock Total Return Fund Class K
SA6Y	ClearBridge Aggressive Growth Fund Class IS
SA6Z	ClearBridge Appreciation Fund Class IS
SA7A	ClearBridge Mid Cap Fund Class IS
SA7B	ClearBridge Mid Cap Growth Fund Class IS
SA7C	Columbia Contrarian Core Fund Institutional 3 Class
SA7D	DFA Emerging Markets Portfolio Institutional Class
SA7E	DFA Global Equity Portfolio Institutional Class
SA7F	DFA Global Real Estate Securities
SA7G	DFA International Value Portfolio Institutional Class
SA7H	DFA Two Year Global Fixed Income Portfolio Institutional Class
SA7J	DFA U.S. Core Equity I Portfolio Institutional Class
SA7K	DFA U.S. Large Cap Value Portfolio Institutional Class
SA7L	DFA U.S. Small Cap Portfolio Institutional Class
SA7M	DFA U.S. Small Cap Value Portfolio Institutional Class
SA7P	Eaton Vance Atlanta Capital SMID-Cap Fund Class R6
SA7Q	Eaton Vance Income Fund of Boston Class R6
SA7R	Franklin Growth Series Class R6
SA7T	Franklin Mutual Global Discovery Fund Class R6
SA7U	Franklin Strategic Income Fund Class R6
SA7V	Franklin Total Return Fund Class R6
SA7W	Goldman Sachs Commodity Strategy Fund Class R6
AACR	Invesco Value Opportunities Fund
SA7Y	Invesco Diversified Dividend Fund Class R6
SA7Z	Invesco Equity and Income Fund Class R6
SA8A	Invesco Growth and Income Fund Class R6
SA8B	Invesco Real Estate Fund Class R6

SA8C	Delaware Ivy International Core Equity Fund R6
SA8D	Janus Henderson Enterprise Fund Class N
SA8E	Janus Henderson Flexible Bond Fund Class N
SA8F	Janus Henderson High-Yield Fund Class N
SA8G	JPMorgan Core Bond Fund Class R6
SA8H	JPMorgan Core Plus Bond Fund Class R6
SA8J	JPMorgan Equity Income Fund Class R6
SA8K	JPMorgan High Yield Fund Class R6
SA8L	JPMorgan Large Cap Growth Fund Class R6
SA8M	JPMorgan Small Cap Value Fund Class R6
SA8P	JPMorgan SmartRetirement® 2020 Fund Class R6
SA8Q	JPMorgan SmartRetirement® 2025 Fund Class R6
SA8R	JPMorgan SmartRetirement® 2030 Fund Class R6
SA8S	JPMorgan SmartRetirement® 2035 Fund Class R6
SA8T	JPMorgan SmartRetirement® 2040 Fund Class R6
SA8U	JPMorgan SmartRetirement® 2045 Fund Class R6
SA8V	JPMorgan SmartRetirement® 2050 Fund Class R6
SA8W	JPMorgan SmartRetirement® 2055 Fund Class R6
SA8X	JPMorgan SmartRetirement® Income Fund Class R6
SA8Y	JPMorgan U.S. Equity Fund Class R6
SA8Z	BrandywineGLOBAL - Global Opportunities Bond Fund Class IS
SA9A	Loomis Sayles Bond Fund Class N
SA9B	Loomis Sayles Core Plus Bond Fund Class N
SA9C	Loomis Sayles Global Bond Fund Class N
SA9D	Loomis Sayles Investment Grade Bond Fund Class N
SA9E	MFS® Aggressive Growth Allocation Fund Class I
SA9F	MFS® Conservative Allocation Fund Class I
SA9G	MFS® Global Equity Fund Class R6
SA9H	MFS® Growth Allocation Fund Class I
SA9J	MFS® Growth Fund Class R6
SA9K	MFS International Equity Fund R6
SA9L	MFS® Massachusetts Investors Trust Class R6
SA9M	MFS® Moderate Allocation Fund Class I
SA9N	MFS® Research International Fund Class R6
SA9P	MFS® Value Fund Class R6
SA9Q	Neuberger Berman High Income Bond Fund Class R6
SA9R	Neuberger Berman Mid Cap Growth Fund Class R6
SA9S	Neuberger Berman Real Estate Fund Class R6
SA9T	Neuberger Berman Sustainable Equity Fund Class R6
SA9U	Invesco Global Fund
SA9V	Invesco International Growth Fund
SA9W	Invesco Main Street Fund
SA9X	PIMCO All Asset Fund Institutional Class

SA9Y	PIMCO CommodityRealReturn Strategy Fund Institutional Class
SA9Z	PIMCO Diversified Income Fund Institutional Class
SAA1	PIMCO International Bond Fund (U.S. Dollar-Hedged) Institutional Class
SAA2	PIMCO High Yield Fund Institutional Class
SAA3	PIMCO Income Fund Institutional Class
SAA4	PIMCO Real Return Fund Institutional Class
SAA5	PIMCO Short-Term Fund Institutional Class
SAA6	PGIM Jennison Small Company Fund Class R6
SAA7	State Street Russell Large Cap Growth® Index Non-Lending Series Fund Class C
SAA8	State Street Russell Large Cap Value® Index Non-Lending Series Fund Class C
SAA9	State Street Russell Small Cap® Growth Index Non-Lending Series Fund Class C
SAAA	State Street Russell Small Cap® Value Index Non-Lending Series Fund Class C
SAAB	T. Rowe Price Retirement I 2010 Fund I Class
SAAC	T. Rowe Price Retirement I 2015 Fund I Class
SAAD	T. Rowe Price Retirement I 2020 Fund I Class
SAAE	T. Rowe Price Retirement I 2025 Fund I Class
SAAF	T. Rowe Price Retirement I 2030 Fund I Class
SAAG	T. Rowe Price Retirement I 2035 Fund I Class
SAAH	T. Rowe Price Retirement I 2040 Fund I Class
SAAJ	T. Rowe Price Retirement I 2045 Fund I Class
SAAK	T. Rowe Price Retirement I 2050 Fund I Class
SAAL	T. Rowe Price Retirement I 2055 Fund I Class
SAAM	T. Rowe Price Retirement I 2060 Fund I Class
SAAN	Templeton Global Bond Fund Class R6
SAAP	The Hartford Dividend and Growth Fund Class R6
SAAQ	The Hartford International Opportunities Fund Class R6
SAAR	Vanguard Dividend Growth Investor
SAAS	Vanguard Emerging Markets Stock Index Fund Admiral Shares
SAAT	Vanguard Equity-Income Fund Admiral Shares
SAAU	Vanguard Global Equity Fund Investor Shares
SAAV	Vanguard High-Yield Corporate Fund Admiral Shares
SAAW	Vanguard Inflation-Protected Securities Fund Admiral Shares
SAAX	Vanguard International Growth Fund Admiral Shares
SAAZ	Vanguard International Value Fund Investor Shares
SAAZ	Vanguard LifeStrategy Conservative Growth Fund Investor Shares
SAB1	Vanguard LifeStrategy Growth Fund Investor Shares
SAB2	Vanguard LifeStrategy Moderate Growth Fund Investor Shares
SAB3	Vanguard Mid-Cap Growth Index Fund Admiral Shares
SAB4	Vanguard Mid-Cap Value Index Fund Admiral Shares
SAB5	Vanguard Real Estate Index Fund Admiral Shares
SAB6	Vanguard Selected Value Fund Investor Shares
SAB7	Vanguard Small-Cap Index Fund Admiral Shares
SAB8	Vanguard Strategic Small-Cap Equity Fund Investor Shares

SABB	Vanguard Target Retirement 2020 Fund Investor Shares
SABC	Vanguard Target Retirement 2025 Fund Investor Shares
SABD	Vanguard Target Retirement 2030 Fund Investor Shares
SABE	Vanguard Target Retirement 2035 Fund Investor Shares
SABF	Vanguard Target Retirement 2040 Fund Investor Shares
SABG	Vanguard Target Retirement 2045 Fund Investor Shares
SABH	Vanguard Target Retirement 2050 Fund Investor Shares
SABK	Vanguard Target Retirement 2055 Fund Investor Shares
SABL	Vanguard Target Retirement 2060 Fund Investor Shares
SABM	Vanguard Target Retirement Income Fund Investor Shares
SABP	Vanguard Total World Stock Index Admiral Shares
SABQ	Vanguard Windsor™ II Fund Admiral™ Shares
SABR	Victory Sycamore Established Value Fund Class R6
SABT	Allspring Common Stock Fund - Class R6
SABU	Allspring Small Company Growth Fund - Class R6
SABV	Allspring Special Mid Cap Value Fund - Class R6
SABW	Western Asset Core Bond Fund Class IS
SABX	Western Asset Core Plus Bond Fund Class IS
SABY	Western Asset High Yield Fund Class IS
SAC1	Goldman Sachs Emerging Market Debt Fund Class R6
SAC2	Delaware Climate Solutions Fund R6
SAC3	MFS® International New Discovery Fund Class R6
SAC4	PIMCO GNMA and Government Securities Fund Institutional Class
SAC5	PIMCO Dynamic Bond Fund Institutional Class
SAC6	Vanguard Health Care Fund Admiral Shares
SAC7	Federated Hermes Government Ultrashort Fund
SAC8	American Funds Global Balanced Fund Class R-6
SAC9	Lord Abbett Total Return Fund Class R6
SACA	Lord Abbett Value Opportunities Fund Class R6
SACB	Invesco Developing Markets Fund
SACD	State Street S&P MidCap® Index Non-Lending Series Fund Class C
SACE	Federated Hermes Clover Small Value Fund Class R6
SACF	Templeton Foreign Fund Class R6
SACG	Vanguard 500 Index Fund Admiral Class
SACH	Vanguard Developed Markets Index Fund Admiral Shares
SACJ	DFA International Small Cap Growth Portfolio
SACK	Invesco International Small-Mid Company Fund
SACL	Franklin U.S. Government Securities Fund Class R6
SACM	MFS® Government Securities Fund Class R6
SACN	Vanguard Energy Index Fund Admiral Shares
SACP	Vanguard Energy Fund Admiral Shares
SACQ	American Century Emerging Markets Debt Fund R6 Class

SACR	BlackRock Sustainable Emerging Markets Flexible Bond Fund
SACT	Lord Abbett Emerging Markets Corporate Debt Fund Class R6
SACU	MFS® Emerging Markets Debt Fund Class R6
SACW	Franklin Utilities Fund Class R6
SACX	MFS® Utilities Fund Class R6
SACY	Vanguard Utilities Index Fund Admiral Shares
SACZ	DFA Asia Pacific Small Company Portfolio Institutional Class
SAD1	DFA International Small Company Portfolio Institutional Class
SAD2	Delaware Ivy Science and Technology Fund R6
SAD3	Vanguard Information Technology Index Fund Admiral Shares
SAD4	DFA Continental Small Company Portfolio Institutional Class
SAD7	Goldman Sachs Absolute Return Tracker Fund Class R6
SAD9	MFS® Global Alternative Strategy Fund Class R6
SADA	Lord Abbett Emerging Markets Bond Fund Class R6
SADB	DFA Japanese Small Company Portfolio Institutional Class
SADC	PIMCO Extended Duration Fund Institutional Class
SADD	Vanguard Global Capital Cycles Fund Investor Shares
SADE	Templeton China World Fund Class R6
SADF	Vanguard Consumer Discretionary Index Fund Admiral Shares
SADG	Vanguard Consumer Staples Index Fund Admiral Shares
SADH	DFA International Small Cap Value Portfolio Institutional Class
SADJ	Lord Abbett Convertible Fund Class R6
SADK	Delaware Ivy Natural Resources Fund R6
SADM	Invesco Floating Rate ESG Fund Class R6
SADN	DFA Short-Term Government Portfolio Institutional Class
SADP	Goldman Sachs Short Duration Government Fund Class R6
SADQ	DFA United Kingdom Small Company Portfolio Institutional Class
SADR	PIMCO StocksPLUS® Short Fund Institutional Class
SADS	Invesco Global Real Estate Fund Class R6
SADT	BlackRock LifePath® Index Retirement Fund Class K
SADU	American Century One Choice® 2060 Portfolio R6 Class
SADV	American Funds 2060 Target Date Retirement Fund® Class R-6
SADW	Delaware Small Cap Core Fund R6
SADX	Delaware Small Cap Value Fund R6
SAE1	Loomis Sayles Strategic Income Class N
SAE2	Vanguard Mid Cap Index Admiral Shares
SAE3	Invesco Balanced Risk Commodity Strategy R6
SAE4	Vanguard Growth Index Admiral Shares
SAE5	Vanguard Value Index Admiral Shares
SAE6	Vanguard Small Cap Growth Index Admiral
SAE7	Vanguard Small Cap Value Index Admiral
SAE8	Vanguard FTSE Social Index Admiral Shares
SAEA	BlackRock 60/40 Target Allocation Fund Class K

SAEB	BlackRock 40/60 Target Allocation Fund Class K
SAEC	BlackRock 20/80 Target Allocation Fund Class K
SAED	BlackRock 80/20 Target Allocation Fund Class K
SAEJ	Baird Aggregate Bond Institutional Class
SAEK	Baird Core Plus Bond Institutional Class
SAEL	BlackRock LifePath® Index 2060 Fund Class K
SAEM	JPMorgan SmartRetirement® 2060 Fund Class R6
SAEN	Vanguard Target Retirement 2065 Fund Investor Shares
SAEP	Vanguard LifeStrategy Income Fund Investor Shares
SAES	MFS® Mid Cap Growth Fund Class R6
SAEW	YourPath Hybrid 2010 Conservative
SAEX	YourPath Hybrid 2010 Moderate
SAEY	YourPath Hybrid 2010 Aggressive
SAEZ	YourPath Hybrid 2015 Conservative
SAF1	YourPath Hybrid 2015 Moderate
SAF2	YourPath Hybrid 2015 Aggressive
SAF3	YourPath Hybrid 2020 Conservative
SAF4	YourPath Hybrid 2020 Moderate
SAF5	YourPath Hybrid 2020 Aggressive
SAF6	YourPath Hybrid 2025 Conservative
SAF7	YourPath Hybrid 2025 Moderate
SAF8	YourPath Hybrid 2025 Aggressive
SAFA	YourPath Hybrid 2030 Conservative
SAFB	YourPath Hybrid 2030 Moderate
SAFC	YourPath Hybrid 2030 Aggressive
SAFD	YourPath Hybrid 2035 Conservative
SAFE	YourPath Hybrid 2035 Moderate
SAFF	YourPath Hybrid 2035 Aggressive
SAFG	YourPath Hybrid 2040 Conservative
SAFH	YourPath Hybrid 2040 Moderate
SAFI	YourPath Hybrid 2040 Aggressive
SAFJ	YourPath Hybrid 2045 Conservative
SAFL	YourPath Hybrid 2045 Moderate
SAFM	YourPath Hybrid 2045 Aggressive
SAFN	YourPath Hybrid 2050 Conservative
SAFO	YourPath Hybrid 2050 Moderate
SAFP	YourPath Hybrid 2050 Aggressive
SAFQ	YourPath Hybrid 2055 Conservative
SAFR	YourPath Hybrid 2055 Moderate
SAFS	YourPath Hybrid 2055 Aggressive
SAFT	YourPath Hybrid 2060 Conservative
SAFV	YourPath Hybrid 2060 Moderate
SAFW	YourPath Hybrid 2060 Aggressive

SAFX	YourPath Hybrid 2065 Conservative
SAFY	YourPath Hybrid 2065 Moderate
SAFZ	YourPath Hybrid 2065 Aggressive
SAG1	YourPath Hybrid Retirement Income Conservative
SAG2	YourPath Hybrid Retirement Income Moderate
SAG3	YourPath Hybrid Retirement Income Aggressive
SAG7	YourPath Passive 2010 Conservative
SAG8	YourPath Passive 2010 Moderate
SAG9	YourPath Passive 2010 Aggressive
SAGA	YourPath Passive 2015 Conservative
SAGB	YourPath Passive 2015 Moderate
SAGC	YourPath Passive 2015 Aggressive
SAGD	YourPath Passive 2020 Conservative
SAGE	YourPath Passive 2020 Moderate
SAGF	YourPath Passive 2020 Aggressive
SAGG	YourPath Passive 2025 Conservative
SAGH	YourPath Passive 2025 Moderate
SAGI	YourPath Passive 2025 Aggressive
SAGJ	YourPath Passive 2030 Conservative
SAGK	YourPath Passive 2030 Moderate
SAGL	YourPath Passive 2030 Aggressive
SAGM	YourPath Passive 2035 Conservative
SAGN	YourPath Passive 2035 Moderate
SAGO	YourPath Passive 2035 Aggressive
SAGP	YourPath Passive 2040 Conservative
SAGQ	YourPath Passive 2040 Moderate
SAGR	YourPath Passive 2040 Aggressive
SAGS	YourPath Passive 2045 Conservative
SAGT	YourPath Passive 2045 Moderate
SAGU	YourPath Passive 2045 Aggressive
SAGV	YourPath Passive 2050 Conservative
SAGW	YourPath Passive 2050 Moderate
SAGX	YourPath Passive 2050 Aggressive
SAGY	YourPath Passive 2055 Conservative
SAGZ	YourPath Passive 2055 Moderate
SAH1	YourPath Passive 2055 Aggressive
SAH2	YourPath Passive 2060 Conservative
SAH3	YourPath Passive 2060 Moderate
SAH4	YourPath Passive 2060 Aggressive
SAH5	YourPath Passive 2065 Conservative
SAH6	YourPath Passive 2065 Moderate
SAH7	YourPath Passive 2065 Aggressive
SAH8	YourPath Passive Retirement Income Conservative

SAH9	YourPath Passive Retirement Income Moderate
SAHA	YourPath Passive Retirement Income Aggressive
SAHE	YourPath Active 2010 Conservative
SAHF	YourPath Active 2010 Moderate
SAHG	YourPath Active 2010 Aggressive
SAHI	YourPath Active 2015 Conservative
SAHJ	YourPath Active 2015 Moderate
SAHK	YourPath Active 2015 Aggressive
SAHL	YourPath Active 2020 Conservative
SAHM	YourPath Active 2020 Moderate
SAHN	YourPath Active 2020 Aggressive
SAHO	YourPath Active 2025 Conservative
SAHP	YourPath Active 2025 Moderate
SAHQ	YourPath Active 2025 Aggressive
SAHR	YourPath Active 2030 Conservative
SAHS	YourPath Active 2030 Moderate
SAHT	YourPath Active 2030 Aggressive
SAHU	YourPath Active 2035 Conservative
SAHV	YourPath Active 2035 Moderate
SAHW	YourPath Active 2035 Aggressive
SAHX	YourPath Active 2040 Conservative
SAHY	YourPath Active 2040 Moderate
SAHZ	YourPath Active 2040 Aggressive
SAJ1	YourPath Active 2045 Conservative
SAJ2	YourPath Active 2045 Moderate
SAJ3	YourPath Active 2045 Aggressive
SAJ4	YourPath Active 2050 Conservative
SAJ5	YourPath Active 2050 Moderate
SAJ6	YourPath Active 2050 Aggressive
SAJ7	YourPath Active 2055 Conservative
SAJ8	YourPath Active 2055 Moderate
SAJ9	YourPath Active 2055 Aggressive
SAJA	YourPath Active 2060 Conservative
SAJB	YourPath Active 2060 Moderate
SAJC	YourPath Active 2060 Aggressive
SAJD	YourPath Active 2065 Conservative
SAJE	YourPath Active 2065 Moderate
SAJF	YourPath Active 2065 Aggressive
SAJG	YourPath Active Retirement Income Conservative
SAJI	YourPath Active Retirement Income Moderate
SAJJ	YourPath Active Retirement Income Aggressive
SAJL	USAA International Fund Class R6
SAJM	Franklin Small Cap Growth R6

SAJP	Baron Growth R6
SAJR	DWS Enhanced Commodity Strategy Fund Class R6
SAJS	Carillon Eagle Small Cap Growth Fund Class R6
SAKL	MFS® New Discovery R6
SAKN	Baird Ultra Short Bond Institutional
SAKO	Vanguard Ultra Short Term Bond Admiral
SAKY	LVIP Baron Growth Opportunities Std
SAKZ	LVIP BlackRock Global Allocation Std
SALH	LVIP BlackRock Global Real Estate Std
SALI	LVIP BlackRock Inflation Protected Bond Std
SALJ	LVIP Government Money Market Std
SALK	LVIP JPMorgan High Yield Standard
SALN	LVIP MFS Value Std
SALO	LVIP SSGA Emerging Markets Equity Index Std
SALP	LVIP SSgA International Index Std
SALQ	LVIP SSgA S&P 500 Index Std
SALR	LVIP SSgA Small Cap Index Std
SALS	LVIP T. Rowe Price Growth Stock Std
SALU	LVIP T. Rowe Price 2020 Fund
SALV	LVIP T. Rowe Price 2030 Fund
SALW	LVIP T. Rowe Price 2040 Fund
SALX	LVIP T. Rowe Price 2050 Fund
SALY	LVIP T. Rowe Price 2060 Fund
SALZ	LVIP Vanguard International Equity ETF Std
SAM1	LVIP Western Asset Core Bond Standard
SAM2	LVIP American Balanced Allocation Std
SAM3	LVIP American Century Select Mid Cap Managed Volatility Std
SAM4	LVIP American Global Balanced Allocation Managed Risk Std
SAM5	LVIP American Global Growth Allocation Managed Risk Std
SAM6	LVIP American Growth Allocation Std
SAM7	LVIP American Income Allocation Std
SAM8	LVIP American Preservation Standard
SAMA	LVIP BlackRock Diversified Value Managed Volatility Standard
SAMB	LVIP BlackRock Global Allocation Managed Risk Std
SAMC	LVIP BlackRock Global Growth ETF Allocation Managed Risk Std
SAMD	LVIP BlackRock US Growth ETF Allocation Managed Risk Std
SAME	LVIP Blended Large Cap Growth Managed Volatility Std
SAMF	LVIP Blended Mid Cap Managed Volatility Std
SAMG	LVIP ClearBridge Franklin Select Large Cap Managed Volatility Std
SAMH	LVIP Delaware Bond Std
SAMI	LVIP Delaware Divers Floating Rate Std
SAMJ	LVIP Delaware Social Awareness Std

SAMK	LVIP Delaware Mid Cap Value Fund - Standard Class
SAML	LVIP Delaware Wealth Builder Std
SAMM	LVIP Dimensional International Core Equity Std
SAMN	LVIP Dimensional International Equity Managed Volatility Std
SAMO	LVIP Dimensional US Core Equity 1 Std
SAMQ	LVIP Dimensional US Core Equity 2 Std
SAMR	LVIP Dimensional US Equity Managed Volatility Std
SAMS	LVIP Vanguard Bond Allocation Fund – Standard Class
SAMT	LVIP Fidelity InsAM SelCr Equity Managed Volatility Std
SAMU	LVIP Franklin Templeton Global Equity Managed Volatility Std
SAMW	LVIP Global Aggressive Growth Allocation Managed Risk Std
SAMX	LVIP Global Conservative Allocation Managed Risk Std
SAMY	LVIP Global Growth Allocation Managed Risk Std
SAMZ	LVIP Global Income Std
SAN1	LVIP Global Moderate Allocation Managed Risk Std
SAN2	LVIP Invesco Select Equity Income Managed Volatility Std
SAN3	LVIP JPMorgan Retirement Income Std
SAN4	LVIP JPMorgan Select Mid Cap Value Managed Volatility Std
SAN5	LVIP Loomis Sayles Global Growth Std
SAN6	LVIP MFS International Equity Managed Volatility Std
SAN7	LVIP MFS International Growth Std
SAN8	LVIP Mondrian International Value Std
SAN9	LVIP Multi-Manager Global Eq Mgd Vol Std
SANA	LVIP PIMCO Low Duration Bond Standard
SANB	LVIP SSgA Bond Index Std
SANC	LVIP SSgA Conservative Index Allocation Std
SAND	LVIP SSgA Conservative Structured Allocation Std
SANE	LVIP SSgA Developed International 150 Std
SANF	LVIP SSgA Emerging Markets 100 Std
SANG	LVIP SSgA Global Tactical Allocation Managed Volatility Std
SANH	LVIP SSgA International Managed Volatility Std
SANI	LVIP SSgA Large Cap 100 Std
SANJ	LVIP SSgA Large Cap Managed Vol Std
SANK	LVIP SSgA Mid-Cap Index Standard
SANL	LVIP SSgA Moderately Aggressive Structured Allocation Std
SANM	LVIP SSgA Moderate Index Allocation Std
SANN	LVIP SSgA Moderately Aggressive Index Allocation Std
SANO	LVIP SSGA Short-Term Bond Index Standard
SANP	LVIP SSgA Small/Mid Cap 200 Std
SANQ	LVIP SSgA SMID Cap Managed Vol Std
SANR	LVIP T. Rowe Price Structured Mid Cap Growth Std
SANS	LVIP US Aggressive Growth Allocation Managed Risk Std

SANT	LVIP US Growth Allocation Managed Risk Std
SANU	LVIP Vanguard Domestic Equity ETF Std
SANV	LVIP Wellington Capital Growth Std
SANW	LVIP Wellington SMID Cap Value Fund
SANX	JPMorgan Emerging Markets Equity R6
SANY	American Funds 2065 Target Date Retirement Fund® Class R-6
SANZ	BlackRock LifePath® Index 2065 Fund Class K
SAP4	YourPath Multi-Manager Retirement Inc Aggressive
SAP6	YourPath Multi-Manger 2010 Aggressive
SAP7	YourPath Multi-Manger 2015 Aggressive
SAP8	YourPath Multi-Manger 2020 Aggressive
SAP9	YourPath Multi-Manger 2025 Aggressive
SAPA	YourPath Multi-Manger 2030 Aggressive
SAPB	YourPath Multi-Manger 2035 Aggressive
SAPC	YourPath Multi-Manger 2040 Aggressive
SAPD	YourPath Multi-Manger 2045 Aggressive
SAPE	YourPath Multi-Manger 2050 Aggressive
SAPF	YourPath Multi-Manger 2055 Aggressive
SAPG	YourPath Multi-Manager 2060 Aggressive
SAPH	YourPath Multi-Manager 2065 Aggressive
SAPI	YourPath Multi-Manager Retirement Inc Conservative
SAPK	YourPath Multi-Manager 2010 Conservative
SAPL	YourPath Multi-Manager 2015 Conservative
SAPM	YourPath Multi-Manager 2020 Conservative
SAPN	YourPath Multi-Manager 2025 Conservative
SAPO	YourPath Multi-Manager 2030 Conservative
SAPQ	YourPath Multi-Manager 2035 Conservative
SAPR	YourPath Multi-Manager 2040 Conservative
SAPS	YourPath Multi-Manager 2045 Conservative
SAPT	YourPath Multi-Manager 2050 Conservative
SAPU	YourPath Multi-Manager 2055 Conservative
SAPV	YourPath Multi-Manager 2060 Conservative
SAPW	YourPath Multi-Manager 2065 Conservative
SAPX	YourPath Multi-Manager Retirement Inc Moderate
SAPZ	YourPath Multi-Manager 2010 Moderate
SAQ1	YourPath Multi-Manager 2015 Moderate
SAQ2	YourPath Multi-Manager 2020 Moderate
SAQ3	YourPath Multi-Manager 2025 Moderate
SAQ4	YourPath Multi-Manager 2030 Moderate
SAQ5	YourPath Multi-Manager 2035 Moderate
SAQ6	YourPath Multi-Manager 2040 Moderate
SAQ7	YourPath Multi-Manager 2045 Moderate

SAQ8	YourPath Multi-Manager 2050 Moderate
SAQ9	YourPath Multi-Manager 2055 Moderate
SAQA	YourPath Multi-Manager 2060 Moderate
SAQB	YourPath Multi-Manager 2065 Moderate
SAQC	Prudential Day One Income Fund Class R6
SAQE	Prudential Day One 2015 Fund Class R6
SAQF	Prudential Day One 2020 Fund Class R6
SAQG	Prudential Day One 2025 Fund Class R6
SAQH	Prudential Day One 2030 Fund Class R6
SAQI	Prudential Day One 2035 Fund Class R6
SAQJ	Prudential Day One 2040 Fund Class R6
SAQK	Prudential Day One 2045 Fund Class R6
SAQL	Prudential Day One 2050 Fund Class R6
SAQM	Prudential Day One 2055 Fund Class R6
SAQN	Prudential Day One 2060 Fund Class R6
SAQO	Prudential Day One 2065 Fund Class R6
SAQP	PGIM Total Return Bond R6
SAQQ	PGIM High Yield R6
SAQR	PGIM Global Total Return R6
SAQS	American Century One Choice 2065 Portfolio R6 Class
SAQT	TIAA-CREF Large-Cap Growth Index Inst
SAQU	iShares Russell 1000 Large-Cap Index K
SAQV	TIAA-CREF Large-Cap Value Index Inst
SAQW	iShares Russell Mid-Cap Index K
SAQX	iShares Russell 2000 Small-Cap Index K
SAQY	iShares MSCI Total International Index Fund Class K
SAQZ	DFA Inflation Protected Securities Inst
SAR1	BNY Mellon Bond Market Index I
SAR2	Harbor Capital Appreciation Fund Retirement Class
SAR3	Touchstone Mid Cap Growth Fund Class R6
SAR4	Harbor Mid Cap Value Fund Retirement Class
SAR5	BlackRock Advantage Small Cap Gr K
SAR6	Goldman Sachs Small Cap Equity Insights Fund Class R6
SAR7	Parametric Emerging Markets Fund Class R6
SAR8	Principal Real Estate Securities Fund Class R-6
SAR9	American Century Inflation-Adjusted Bond Fund R6 Class
SARA	Metropolitan West Total Return Bond Fund Plan Class
SARB	Virtus Seix Floating Rate High Income Fund Class R6
SARC	Baron Asset Fund Class R6
SARD	Nationwide Geneva Small Cap Growth Fund Class R6
SARE	Neuberger Berman Intrinsic Value Fund Class R6
SARF	Nuveen Small Cap Value Fund Class R6

SARG	Principal Global Real Estate Securities Fund Class R-6
SARH	TIAA-CREF Lifecycle Index 2015 Fund Inst
SARI	TIAA-CREF Lifecycle Index 2020 Fund Inst
SARJ	TIAA-CREF Lifecycle Index 2025 Fund Inst
SARK	TIAA-CREF Lifecycle Index 2030 Fund Inst
SARL	TIAA-CREF Lifecycle Index 2035 Fund Inst
SARM	TIAA-CREF Lifecycle Index 2040 Fund Inst
SARN	TIAA-CREF Lifecycle Index 2045 Fund Inst
SARO	TIAA-CREF Lifecycle Index 2050 Fund Inst
SARP	TIAA-CREF Lifecycle Index 2055 Fund Inst
SARQ	TIAA-CREF Lifecycle Index 2060 Fund Inst
SARS	TIAA-CREF Lifecycle Index Retirement Income Fund Inst
SART	Fidelity Advisor International Growth Z class
SARU	American Beacon International Eq R6
SARV	Causeway International Value Instl
SARW	Schwab Fundamental International Large Co Index
SARX	DFA Real Estate Securities Portfolio Institutional Class
SASA	American Beacon Small Cap Value Fund Class R6
SASC	MFS Mid Cap Value Fund Class R6
SASD	LVIP Delaware Diversified Income Fund - Standard Class
SASE	LVIP Delaware High Yield Fund - Standard Class
SASF	LVIP Delaware Limited-Term Diversified Income Fund - Standard Class
SASG	LVIP Delaware REIT Fund - Standard Class
SASH	LVIP Delaware Smid Cap Core Fund - Standard Class
SASJ	LVIP Delaware U.S. Growth Fund - Standard Class
SASK	LVIP Delaware Value Fund - Standard Class
SASL	T. Rowe Price Retirement I 2065 Fund I Class
SASM	TIAA-CREF Lifecycle Index 2065 Fund Inst
SASN	Allspring International Equity Fund R6
SASQ	Federated Hermes Total Return Bond Fund R6
SASR	Federated Hermes Institutional High Yield Bond Fund R6
SASS	Brown Advisory Sustainable Growth I
SAST	Calvert Emerging Markets Equity R6
SASU	Calvert High Yield Bond R6
SAWC	Calvert US Large Cap Core Rspnb Idx R6
SASW	DFA Intl Sustainability Core 1
SASX	Fidelity® Intl Sustainability Idx
SASY	Fidelity® U.S. Sustainability Index
SASZ	JPMorgan US Sustainable Leaders R6
SAT1	TIAA-CREF Core Impact Bond Fund Institutional Class
SAT2	Federated Hermes Global Equity Fund
SAT3	Federated Hermes Global Small Cap Fund
SAT4	Federated Hermes International Developed Equity Fund

SAT5	Federated Hermes SDG Engagement Equity Fund
SAT6	Federated Hermes SDG Engagement High Yield Credit Fund
SAT7	Federated Hermes U.S. SMID Fund
SAT8	Natixis Sustainable Future 2015 Fund Class N
SAT9	Natixis Sustainable Future 2020 Fund Class N
SATA	Natixis Sustainable Future 2025 Fund Class N
SATD	Natixis Sustainable Future 2030 Fund Class N
SATE	Natixis Sustainable Future 2035 Fund Class N
SATF	Natixis Sustainable Future 2040 Fund Class N
SATH	Natixis Sustainable Future 2045 Fund Class N
SATJ	Natixis Sustainable Future 2050 Fund Class N
SATL	Natixis Sustainable Future 2055 Fund Class N
SATN	Natixis Sustainable Future 2060 Fund Class N
SAW3	TIAA-CREF Social Choice Intl Eq Instl
SAW4	Hartford Schroders International Stk
SAW5	Domini Impact International Equity
SAW6	BlackRock Sustainable Advantage CoreAlpha Bond Fund
SAW7	Calvert Green Bond I
SAW8	TIAA-CREF Social Choice Eq Instl
SAW9	TIAA-CREF Social Choice LwCrbn Eq Instl
SAWA	ClearBridge Sustainability Leaders
SAWB	Pioneer Balanced ESG Fund Class K
SAWD	Vanguard Health Care Index Fund Admiral Shares
SAWE	Federated Hermes International Leaders Fund R6
SAWF	Federated Hermes International Growth Fund R6
SAWG	Calvert Balanced R6
SAWH	Fidelity® Sustainability Bond Index
SAWJ	Vanguard Global ESG Select Stk Admiral
SAWK	American Century Mid Cap Value Fund R6 Class
SAWL	BlackRock Global Allocation Fund, Inc. Class K
SAWM	Delaware Emerging Markets Fund Class R6
SAWP	Fidelity Advisor® New Insights Fund Class Z
SAWQ	Fidelity® 500 Index Fund
SAWR	First Eagle Fund of America Class R6
SAWS	Goldman Sachs Mid Cap Value Fund Class R6
SAWT	MFS International Growth Fund Class R6
SAWU	State Street S&P 500® Index Non-Lending Series Fund - Class K
SAWX	T. Rowe Price Dividend Growth Fund I Class
SAWZ	Columbia Small Cap Value I I3
SAY2	John Hancock Disciplined Value Mid Cap R6
AAAA	Allspring Core Bond Fund - Class R6
AAAB	Hartford Core Equity R6
AAAC	Hartford Total Return Bond R6

AAAD	Hartford Schroders Intl Multi-Cp Val SDR
AAA1	BlackRock U.S. TIPS Index Class 1
AAA2	MyWayRetirement Core Bond Fund CL R
AAA3	MyWayRetirement Global Bond Fund CL R
AAA4	MyWayRetirement Multi-Sector Bond Fund CL R
AAA5	BlackRock U.S. Debt Index Fund CL 1
AAA6	Vanguard Federal Money Market Fund
AAA7	MyWayRetirement Balanced Fund CL R
AAA8	MyWayRetirement Index Retirement Fund CL R
AAA9	MyWayRetirement Index 2025 Fund CL R
AAAE	Hartford Schroders US Small Cap Opportunities Fund
AAAF	Vanguard Total Stock Market Index Fund Admiral Shares
AAAG	LVIP SSGA Nasdaq-100 Index Fund
AAAJ	MyWayRetirement Large Cap Growth CL R
AAAK	MyWayRetirement Large Cap Value CL R
AAAL	BlackRock Equity Index Fund CL 1
AAAM	MyWayRetirement Mid Cap Growth Fund CL R
AAAN	MyWayRetirement Mid Cap Value CL R
AAAP	BlackRock Mid Cap Equity Index Fund CL 1
AAAQ	MyWayRetirement Small Cap Growth Fund CL R
AAAR	MyWayRetirement Small Cap Value Fund CL R
AAAT	BlackRock Russell 2000 Index Fund CL R
AAAU	MyWayRetirement International Growth Fund CL R
AAAV	Columbia Overseas Value
AAAW	BlackRock EAFE Equity Index Fd CL R
AAAX	MyWayRetirement Emerging Markets Fund CL R
AAAY	MyWayRetirement Real Estate Fund CL R
AAAZ	MyWayRetirement Commodities Fund CL R
AABA	MyWayRetirement Index 2030 Fund CL R
AABB	MyWayRetirement Index 2035 Fund CL R
AABC	MyWayRetirement Index 2040 Fund CL R
AABD	MyWayRetirement Index 2045 Fund CL R
AABE	MyWayRetirement Index 2050 Fund CL R
AABF	MyWayRetirement Index 2055 Fund CL R
AABG	MyWayRetirement Index 2060 Fund CL R
AABH	MyWayRetirement Index 2065 Fund CL R
AABN	Putnam Large Cap Value R6
AABP	Putnam Growth Opportunities R6
AABR	Putnam Dynamic Asset Allocation Bal R6
AABS	Putnam Dynamic Asset Allocation Cnsrv R6
AABT	Putnam Dynamic Asset Allocation Gr R6
AAGQ	George Putnam Balanced R6
AABU	Pioneer Select Mid Cap Growth K

AABW	Pioneer Strategic Income K
AABX	Vanguard Target Retirement 2070 Fund Investor Shares
AABZ	LVIP Channing Small Cap Value Fund
AACA	BlackRock LifePath ESG Index 2025 Fund Class K
AACB	BlackRock LifePath ESG Index 2030 Fund Class K
AACC	BlackRock LifePath ESG Index 2035 Fund Class K
AACD	BlackRock LifePath ESG Index 2040 Fund Class K
AACE	BlackRock LifePath ESG Index 2045 Fund Class K
AACF	BlackRock LifePath ESG Index 2050 Fund Class K
AACG	BlackRock LifePath ESG Index 2055 Fund Class K
AACH	BlackRock LifePath ESG Index 2060 Fund Class K
AACJ	BlackRock LifePath ESG Index 2065 Fund Class K
AACK	BlackRock LifePath ESG Index Retirement Fund Class K
AACL	American Funds American High-Income Trust® Class R-6
AACM	American Funds Inflation Linked Bond Fund Class R-6
AACN	American Funds The Bond Fund of America® Class R-6
AACP	American Funds Capital World Bond Fund® Class R-6
AACQ	American Funds Strategic Bond Fund Class R-6

2. The following SA and associated Subaccounts are available only if the Contract Owner and Participant have elected an investment management service, in accordance with the Company's procedures. Deposits, Transfers and Withdrawals to and from the SA and associated Subaccounts can only be made by such investment management service.

Subaccount #	Purchases shares of
SAS1	Stadion Domestic Equity Fund
SAS2	Stadion International Equity Fund
SAS3	Stadion Dynamic Trend Fund
SAS4	Stadion Cyclical Trend Fund
SAS5	Stadion Long Duration Fixed Income Fund
SAS6	Stadion Short Duration Fixed Income Fund

3. The following SA and associated Subaccounts are available only if a Guaranteed Lifetime Withdrawal Benefits Rider is attached to the Contract. Only the following SA and associated Subaccounts will be subject to the terms of the Guaranteed Lifetime Withdrawal Benefits Rider.

Subaccount #	Purchases shares of
SAU5	YourPath Active 2010 Pathbuilder Income
SAU6	YourPath Active 2015 Pathbuilder Income
SAU7	YourPath Active 2020 Pathbuilder Income
SAU8	YourPath Active 2025 Pathbuilder Income
SAU9	YourPath Active 2030 Pathbuilder Income
SAUA	YourPath Active 2035 Pathbuilder Income
SAUB	YourPath Active 2040 Pathbuilder Income
SAUC	YourPath Active 2045 Pathbuilder Income

SAUD	YourPath Active 2050 Pathbuilder Income
SAUE	YourPath Active 2055 Pathbuilder Income
SAUF	YourPath Active 2060 Pathbuilder Income
SAUG	YourPath Active 2065 Pathbuilder Income
SAUH	YourPath Active Retirement Income Pathbuilder Income
SAUK	YourPath Hybrid 2010 Pathbuilder Income
SAUL	YourPath Hybrid 2015 Pathbuilder Income
SAUM	YourPath Hybrid 2020 Pathbuilder Income
SAUN	YourPath Hybrid 2025 Pathbuilder Income
SAUP	YourPath Hybrid 2030 Pathbuilder Income
SAUQ	YourPath Hybrid 2035 Pathbuilder Income
SAUR	YourPath Hybrid 2040 Pathbuilder Income
SAUS	YourPath Hybrid 2045 Pathbuilder Income
SAUT	YourPath Hybrid 2050 Pathbuilder Income
SAUW	YourPath Hybrid 2055 Pathbuilder Income
SAUX	YourPath Hybrid 2060 Pathbuilder Income
SAUY	YourPath Hybrid 2065 Pathbuilder Income
SAUZ	YourPath Hybrid Retirement Income Pathbuilder Income
SAV7	YourPath Passive 2010 Pathbuilder Income
SAV8	YourPath Passive 2015 Pathbuilder Income
SAV9	YourPath Passive 2020 Pathbuilder Income
SAVA	YourPath Passive 2025 Pathbuilder Income
SAVB	YourPath Passive 2030 Pathbuilder Income
SAVC	YourPath Passive 2035 Pathbuilder Income
SAVD	YourPath Passive 2040 Pathbuilder Income
SAVE	YourPath Passive 2045 Pathbuilder Income
SAVF	YourPath Passive 2050 Pathbuilder Income
SAVG	YourPath Passive 2055 Pathbuilder Income
SAVH	YourPath Passive 2060 Pathbuilder Income
SAVJ	YourPath Passive 2065 Pathbuilder Income
SAVK	YourPath Passive Retirement Income Pathbuilder Income
SAVL	YourPath Multi-Manager Retirement Inc Pathbuilder Income
SAVN	YourPath Multi-Manager 2010 Pathbuilder Income
SAVP	YourPath Multi-Manager 2015 Pathbuilder Income
SAVQ	YourPath Multi-Manager 2020 Pathbuilder Income
SAVR	YourPath Multi-Manager 2025 Pathbuilder Income
SAVS	YourPath Multi-Manager 2030 Pathbuilder Income
SAVT	YourPath Multi-Manager 2035 Pathbuilder Income
SAVW	YourPath Multi-Manager 2040 Pathbuilder Income
SAVX	YourPath Multi-Manager 2045 Pathbuilder Income
SAVY	YourPath Multi-Manager 2050 Pathbuilder Income
SAVZ	YourPath Multi-Manager 2055 Pathbuilder Income
SAW1	YourPath Multi-Manager 2060 Pathbuilder Income

SAW2	YourPath Multi-Manager 2065 Pathbuilder Income
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Termination

This Contract Amendment will terminate upon the termination of the Contract.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY


President

NOTICE OF PROTECTION PROVIDED BY THE INDIANA LIFE AND HEALTH INSURANCE GUARANTY ASSOCIATION

This Notice provides a brief summary of the Indiana Life and Health Insurance Guaranty Association ("ILHIGA") and the protection it provides for policyholders. This safety net was created under Indiana law, which determines who and what is covered and the amounts of coverage.

ILHIGA was established to provide protection to policyholders in the unlikely event that your life, annuity or health insurance company becomes financially unable to meet its obligations and is taken over by its insurance department. If this should happen, ILHIGA will typically arrange to continue coverage and pay claims, in accordance with Indiana law, with funding from assessments paid by other insurance companies. (For the purposes of this Notice, the terms "insurance company" and "insurer" mean and include health maintenance organizations ("HMOs")).

Basic Protections Currently Provided by ILHIGA

Generally, an individual is covered by ILHIGA if the insurer was a member of ILHIGA and the individual lives in Indiana at the time the insurer is ordered into liquidation with a finding of insolvency. The coverage limits below apply only for companies placed in rehabilitation or liquidation on or after July 1, 2018. The benefits that ILHIGA is obligated to cover are not to exceed the lesser of (a) the contractual obligations for which the member insurer is liable or would have been liable if the member insurer were not an insolvent insurer, or (b) the limits indicated below:

Life Insurance

- \$300,000 in death benefits
- \$100,000 in net cash surrender or net cash withdrawal values

Health Insurance

- \$500,000 for health plan benefits (see definition below)
- \$300,000 in disability income and long-term care insurance benefits
- \$100,000 in other types of health insurance benefits

Annuities

- \$250,000 in present value of annuity benefits (including net cash surrender and net cash withdrawal values)

The maximum amount of protection for each individual, regardless of the number of policies or contracts, is \$300,000. Special rules may apply with regard to health benefit plans and covered unallocated annuities.

"Health benefit plan" is defined in IC 27-8-8-2(0), and generally includes hospital or medical expense policies, certificates, HMO subscriber contracts or certificates or other similar health contracts that provide comprehensive forms of coverage for hospitalization or medical services, but excludes policies that provide coverages for limited benefits (such as accident-only, credit, dental-only or vision-only insurance), Medicare Supplement insurance, disability income insurance and long-term care insurance.

The protections listed above apply only to the extent that benefits are payable under covered policy(s). In no event will the ILHIGA provide benefits greater than the contractual obligations in the life, annuity or health insurance policy or contract. The statutory limits on ILHIGA coverage have changed over the years and coverage in prior years may not be the same as that set forth in this Notice.

Note: Certain policies and contracts may not be covered or fully covered. For example, coverage does not extend to any portion(s) of a policy or contract that the insurer does not guarantee, such as certain investment additions to the account value of a variable life insurance policy or variable annuity contract.

Benefits provided by a long-term care (LTC) rider to a life insurance policy or annuity contract shall be considered the same type of benefits as the base life insurance policy or annuity to which it relates.

To learn more about the protections provided by ILHIGA, please visit the ILHIGA website at www.inlifega.org or contact:

Indiana Life & Health Insurance Guaranty Association
3502 Woodview Trace Suite 100
Indianapolis, IN 46268
(317)-636-8204

Indiana Department of Insurance
311 West Washington Street, Suite 103
Indianapolis IN 46204
(317)-232-2385

The policy or contract that this Notice accompanies might not be fully covered by ILHIGA and even if coverage is currently provided, coverage is (a) subject to substantial limitations and exclusions (some of which are described above), (b) generally conditioned on continued residence in Indiana, and (c) subject to possible change as a result of future amendments to Indiana law and court decisions.

Complaints to allege a violation of any provision of the Indiana Life and Health Insurance Guaranty Association Act must be filed with the Indiana Department of Insurance, 311 West Washington Street, Suite 103, Indianapolis, IN 46204; (telephone) 317-232-2385.

Insurance companies and agents are not allowed by Indiana law to use the existence of ILHIGA or its coverage to encourage you to purchase any form of insurance or HMO coverage. (IC 27-8-8-18(a)). When selecting an insurance company, you should not rely on ILHIGA coverage. If there is any inconsistency between this Notice and Indiana law, Indiana law will control.

Questions regarding the financial condition of a company or your life, health insurance policy or annuity should be directed to your insurance company or agent.



NOTICE TO POLICYHOLDERS

We are here to serve you . . .

As our policyholder, your satisfaction is very important to us. If you have a question about your policy, if you need assistance with a problem, or if you have a claim, you should first contact your insurance agent or us at The Lincoln National Life Insurance Company at (800) 341-0441. Should you have a valid claim, we fully expect to provide a fair settlement in a timely fashion.

Should you feel you are not being treated fairly with respect to a claim, you may contact the Indiana Department of Insurance with your complaint.

To contact the Department, write or call:

Consumer Services Division
Indiana Department of Insurance
311 West Washington Street, Suite 300
Indianapolis, IN 46204-2787
317-232-2395 or 1-800-622-4461



What Does Lincoln Financial Group Do with Your Personal Information?

The Lincoln Financial Group companies* are committed to protecting your privacy. To provide the products and services you expect from a financial services leader, we must collect personal information about you. We do not sell your personal information to third parties. This Notice describes our current privacy practices. While your relationship with us continues, we will update and send our Privacy Practices Notice as required by law. Even after that relationship ends, we will continue to protect your personal information. You do not need to take any action because of this Notice, but you do have certain rights as described below.

We are committed to the responsible use of information and protecting individual privacy rights. As such, we look to leading data protection standards to guide our privacy program. These standards include collecting data through fair and lawful means, such as obtaining your consent when appropriate.

Financial companies choose how they share your personal information. Federal and state law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this carefully to understand what we do.

Information We May Collect and Use

We collect personal information about you:

- to help us identify you as a consumer, our customer or our former customer;
- to process your requests and transactions;
- to offer investment, insurance, retirement and other financial services to you;
- to pay your claim;
- to analyze in order to enhance our products and services;
- to tell you about our products or services we believe you may want and use; and
- as otherwise permitted by law.

The types of personal information we collect depend on your relationship and on the products or services you request and may include the following:

- **Information from you:** When you submit your application or other forms, you give us information such as your name; address; Social Security number; your financial health; and employment history. We may also collect voice recordings or biometric data for use in accordance with applicable law.
- **Information about your transactions:** We maintain information about your transactions with us, such as the products you buy from us; the amount you paid for those products; your account balances; payment details and your payment and claims history.
- **Information from outside our family of companies:** If you are applying for or purchasing insurance products, we may collect information from consumer reporting agencies, such as your credit history; credit scores; and driving and employment records. With your authorization, we may also collect information (such as medical information, retirement information, and information related to Social Security benefits), from other individuals or businesses.
- **Information from your employer:** If your employer applies for or purchases group products from us, we may obtain information about you from your employer or group representative in order to enroll you in the plan.

When you are no longer our customer, we continue to share your information as described in this notice.

How We Share and Use Your Personal Information

We may share your personal information within our companies and with certain service providers. They may use this information:

- to process transactions you, your employer, or your group representative have requested;
- to provide customer service;
- to analyze in order to evaluate or enhance our products and services;
- to gain customer insight; to provide education and training to our workforce and customers; and/or
- to inform you of products or services we offer that you may find useful.

Our service providers may or may not be affiliated with us. Affiliates are companies related by common ownership or control. Nonaffiliates are companies not related by common ownership or control. They include:

- Financial service providers: third party administrators; broker-dealers; insurance agents and brokers; registered representatives; reinsurers and other financial services companies with which we have joint marketing agreements. A joint marketing agreement is a formal agreement between nonaffiliated financial companies that together market financial products or services to you. Our joint marketing partners include, but are not limited to, insurance providers and financial technology solutions.
- Non-financial companies and individuals: consultants; vendors; and companies that perform marketing services on our behalf.

Information we obtain from a report prepared by a service provider may be kept by the service provider and shared with other persons; however, we require our service providers to protect your personal information and to use or disclose it only for the work they are performing for us, or as permitted by law. We may execute agreements with our service providers that permit the service provider to process your personal information outside of the United States, when not prohibited by our contracts and permitted by applicable law.

When you apply for one of our products:

- We may share information about your application with credit bureaus.
- We may provide information to group policy owners or their designees (for example, to your employer for employer-sponsored plans and their authorized service providers).
- We may provide information to regulatory authorities, law enforcement officials, and to other nonaffiliated or affiliated parties as permitted by law.
- In the event of a sale of all or part of our businesses, we may share customer information as part of the sale.
- We do not sell or release your information to outside marketers who may want to offer you their own products and services unless we receive your express consent; nor do we release information we receive about you from a consumer reporting agency.**

All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Lincoln chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Lincoln share?	Can you limit this sharing?
For our everyday business purposes —such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes —to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	Yes
For our affiliates’ everyday business purposes —information about your transactions and experiences	Yes	No
For our affiliates’ everyday business purposes —information about your creditworthiness	No	We Don’t Share
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	Yes	Yes

Federal law gives you the right to limit only:

- sharing for affiliates’ everyday business purposes – information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. California residents can review our CCPA Privacy Notice located at <https://www.lincolfinancial.com/public/general/privacy/ccpa>.

Security of Information

We have an important responsibility to keep your information safe. We use safeguards to protect your information from unauthorized disclosure. To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. Our employees are authorized to access your information only when they need it to perform their job responsibilities. Employees who have access to your personal information are required to keep it confidential. Employees are required to complete privacy training annually.

Your Rights Regarding Your Personal Information

This Privacy Notice describes how you can exercise your rights regarding your personal information. Lincoln complies with all applicable laws and regulations regarding the provision of personal information. The rights provided to you in this Privacy Notice will be administered in accordance with your state's specific laws and regulations.

Access to personal information: You must submit a written request to receive a copy of your personal information. You may see your personal information in person, or you may ask us to send you a copy of your personal information by mail or electronically, whichever you prefer. We will need to verify your identity before we process the request. Within 30 business days of receiving your request, we will, depending on the specific request you make, (1) inform you of the nature and substance of the recorded personal information we have about you; (2) permit you to obtain a copy of your personal information; and (3) provide the identity (if recorded) of persons to whom we disclosed your personal information within two years prior to the request (if this information is not recorded, we will provide you with the names of those insurance institutions, agents, insurance support organizations or other persons to whom such information is normally disclosed). If you request a copy of your information by mail, we may charge you a fee for copying and mailing costs.

Changes to personal information: If you believe that your personal information is inaccurate or incomplete, you may ask us to correct, amend, or delete the information. Your request must be in writing and must include the reason you are requesting the change. We will respond within 30 business days from the date we receive your request.

If we make changes to your records as a result of your request, we will notify you in writing and we will send the updated information, at your request, to any person who may have received your personal information within the past two years. We will also send the updated information to any insurance support organization that gave us the information and any insurance support organization that systematically received personal information from us within the prior 7 years unless that support organization no longer maintains your personal information.

If we deny your request to correct, amend or delete your information, we will provide you with the reasons for the denial. You may write to us and concisely describe what you believe our records should say and why you disagree with our denial of your request to correct, amend, or delete that information. We will file this communication from you with the disputed information, identify the disputed information if it is disclosed, and provide notice of the disagreement to the persons and in the manner described in the paragraph above.

Basis for adverse underwriting decision: You may ask in writing for the specific reasons for an adverse underwriting decision. An adverse underwriting decision is where we decline your application for insurance, offer to insure you at a higher than standard rate, or terminate your coverage.

Your state may provide for additional privacy protections under applicable laws. We will protect your information in accordance with these additional protections.

If you would like to act upon your rights regarding your personal information, please provide your full name, address and telephone number and either email your inquiry to our Data Subject Access Request Team at DSAR@lfg.com or mail to: Lincoln Financial Group, Attn: Corporate Privacy Office, 1301 South Harrison St., Fort Wayne, IN 46802. The DSAR@lfg.com email address should only be used for inquiries related to this Privacy Notice. For general account service requests or inquiries, please call 1-877-ASK-LINC.

*This information applies to the following Lincoln Financial Group companies:

First Penn-Pacific Life Insurance Company
Lincoln Financial Distributors, Inc.
Lincoln Financial Group Trust Company
Lincoln Investment Advisors Corporation

Lincoln Life & Annuity Company of New York
Lincoln Life Assurance Company of Boston
Lincoln Retirement Services Company, LLC
Lincoln Variable Insurance Products Trust
The Lincoln National Life Insurance Company

**This Notice is effective 14 calendar days after it is made available on Lincoln's website, www.LFG.com/privacy.



Lincoln National Corporation
150 N. Radnor-Chester Road
Radnor, PA 19087-5221

www.LincolnFinancial.com

Continuity Plan Summary

Lincoln National Corporation ("LNC") headquartered in Radnor, PA, is the parent corporation of, among others, The Lincoln National Life Insurance Company, First Penn-Pacific Life Insurance Company, and Lincoln Life & Annuity Company of New York. LNC's subsidiaries have offices located in Atlanta, GA; Boston, MA; Charlotte, NC; Fort Wayne, IN; Greensboro, NC; Hartford, CT; Omaha, NE; Philadelphia, PA; Phoenix, AZ; Radnor, PA; Dover, NH; and Syracuse, NY. Lincoln Financial Advisors Corporation, Lincoln Financial Distributors, Inc., and Lincoln Financial Securities Corporation have business locations throughout the USA. Unless the context otherwise implies, as used herein LNC refers to LNC and its subsidiaries.

LNC is committed to safeguarding the interests of its clients and customers in the event of an emergency or significant business disruption ("SBD"). LNC's broad business continuity strategy is designed to enable LNC to meet its existing obligations to its clients and customers in the event of an emergency or SBD by safeguarding employees and property, making a financial and operational assessment, recovering, and resuming operations, protecting LNC's books and records, and allowing customers to conduct business.

Business Continuity Planning

LNC has a documented corporate policy requiring each Business Unit to develop a business continuity plan. In support of this policy, LNC's Business Resilience area has the full-time responsibility of coordinating the development, testing and maintenance of all LNC Business Continuity Plans. Business Resilience determines and drives appropriate strategies for the development of a resilient business environment with formal systematic processes with auditable controls that enforces the corporate policy on continuity.

LNC's Business Continuity Plans address advance preparations and actions to be taken in response to disruptions of various magnitudes. The Business Continuity Plans address the potential impact of varying risks of disruptions to LNC employees, equipment, computer and telecommunications systems, and office facilities. While it is impossible to anticipate every type of disruption that could affect LNC's businesses, LNC takes an 'all hazards' approach to planning which encompasses reduction in workforce, loss of facility and loss of data.

Crisis Management

Local crisis management teams are in place in all LNC locations. These local crisis teams are charged with recording and managing any potential or actual crisis at the site from the time a situation occurs to the resolution of the incident and resumption of normal business operations.

Backup and Recovery

With the use of a co-located alternate Disaster Recovery data center solution LNC maintains back-up systems and power supplies that allow critical computer and telecommunications systems and facility functions to be maintained in the event of significant business disruption("SBD"). The duration of the disruption will depend on the nature and extent of the emergency or SBD.

In the event of an SBD, where it is not possible to conduct business from one of LNC's offices, the company will utilize work from home solutions as well as the use of alternate sites equipped with resources to support critical business operations.

LNC's Business Continuity Plans are reviewed as necessary, and at least annually, to ensure they account for technology, business, operations, structure, or location.



Lincoln National Corporation
150 N. Radnor-Chester Road
Radnor, PA 19087-5221

www.LincolnFinancial.com

Continuity Plan Summary

Critical Infrastructure and Application Testing

LNC's testing strategy incorporates the use of a Business Impact Analysis ("BIA") for developing enterprise-wide and Information Technology ("IT") Disaster Recovery ("DR") testing strategies. The strategy identifies key roles and responsibilities and establishes the minimum requirements for testing, including baseline requirements for frequency, objectives, and reporting test results. It also drives the requirements for creating and updating Disaster Recovery Plans and Validation Recovery documentation. Testing allows for the evaluation of the level of preparedness that exists in our environment and supports recommendations for resources and funding needed for compliance with applicable federal laws and regulations.

Lincoln completes scheduled annual testing focused on pre-defined parts of critical infrastructure. Tests are designed to establish and/or validate recovery time objectives. Additional tests are done periodically to recover individual applications based on criticality.

As an example, the scope of the tests may include:

- Evaluation of infrastructure (ex: computers, network, hardware) to demonstrate the anticipated operation of the components and system. Tests are often performed as part of normal operations and maintenance. Disaster Recovery tests are often included within these exercises.
- Operational readiness testing ("ORT") is used to conduct operational readiness (pre-release) of a product, service, or system and/or physical infrastructure (ex: building systems, generators, utilities). ORT may include checking the backup/restore facilities, IT disaster recovery procedures, maintenance tasks and periodic check of security vulnerabilities.
- Activities performed to evaluate a plan relative to specified objectives or measurement criteria.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

GROUP ANNUITY AMENDMENT

This Amendment is made part of the Contract to which it is attached and is effective on the Contract Effective Date. Except as stated in this Amendment, this Amendment is subject to the provisions contained in the Contract. If this Amendment conflicts with any provision of the Contract, this Amendment will control. This Amendment modifies the Contract to which it is attached as described below.

The Contract, Contract Specifications and any attached Asset Charge Endorsement are hereby amended as follows:

We have the right to amend this Contract:

- a. To maintain this contract under applicable local, state, or federal laws or regulations, such as the Department of Labor (DOL), the Internal Revenue Code, Internal Revenue Service regulations, or published revenue rulings.
- b. To change or apply the following charges and fees: Per Participant Charge, Asset Charge Percentage, including the Asset Charge Endorsement, Separate Account Charge, Market Value Adjustment calculation and/or Employer Charge any time in the first contract year if we determine that any information provided to Us by You is found to be inaccurate or inconsistent with the Plan characteristics or any time after the first contract year.

Termination

This Amendment will terminate upon the termination of the Contract.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY



Dennis R. Glass
President

The Lincoln National Life Insurance Company the "Company"

Group Annuity Amendment

Amendment Effective Date January 1, 2020

This Amendment is made a part of the contract and any certificate to which it is attached and is effective on the later of the Amendment Effective Date shown above or the date the contract and any certificate became effective. This Amendment modifies certain provisions of the contract and any certificate as described below to bring the contract and any certificate into compliance with Section 401(a)(9) of the Internal Revenue Code or its successor. All existing contract and certificate provisions apply, except as described or modified in this Amendment. If there is any conflict between the contract and any certificate, including any attached riders, and endorsement provisions, these amended provisions take precedence.

Withdrawals

In addition to any other reasons stated in the contract, distributions for the following reason will not be subject to any otherwise applicable Withdrawal Charge or Market Value Adjustment:

Qualified childbirth or adoption


Required Minimum Distributions

An Annuitant who turns 70½ after December 31, 2019 must begin distributions by the Annuitant's required beginning date, which is the April 1st following the calendar year in which the Annuitant attains age 72. For each succeeding calendar year, a minimum distribution must be made on or before December 31st of that calendar year.

Annuity Benefits

Notwithstanding any provision of the contract or any certificate to the contrary, the distribution of an individual's interest shall be made in accordance with the minimum distribution requirements of section 401(a)(9) including the incidental death benefit requirements of section 401(a)(9)(G) of the Code and the regulations thereunder.

Signed for the Company



Secretary

Section 457 Annuity Endorsement

Made a part of the Contract to which it is attached

This Endorsement is attached to an annuity Contract described in section 401(f) of the Code that provides a funding instrument for an eligible governmental deferred compensation plan within the meaning of section 457 of the Code, including without limitation section 457(g) of the Code. The Contract will be governed by this Endorsement and section 457 of the Code, including without limitation section 457(g) of the Code, and any contrary provisions in the Contract are amended as follows:

This Contract is issued, and will be held, administered, interpreted and applied, for the exclusive benefit of Participants in the Plan and their beneficiaries. In no event will this Contract or any of the rights or interests in or under this Contract be subject to the rights or claims of any creditor of you, nor will this Contract or any of the rights or interest in or under this Contract be used for, or diverted to, purposes other than for the exclusive benefit of Participants in the Plan and their beneficiaries.

You, acting for the exclusive benefit of Participants in the Plan and their beneficiaries, have the sole right to agree with us to any changes to this Contract, and consent of any Participant or beneficiary is not required; however, that no such change will authorize or permit at any time this Contract or any of the rights or interests in or under this Contract to be used in any manner for, or diverted to, purposes other than for the exclusive benefit of Participants in the Plan and their beneficiaries.

The Lincoln National Life Insurance Company

A handwritten signature in black ink, reading "Dennis R. Glass". The signature is fluid and cursive, with a horizontal line extending from the end.

Dennis R. Glass
President

Morningstar Investment Management LLC ("Morningstar") provides this model Investment Policy Statement as part of its plan fiduciary service. This model document is consistent with Morningstar's plan fiduciary services. As the Plan Sponsor, you may choose to adopt this model document as the Investment Policy Statement for your Plan.

If you choose not to adopt this model Investment Policy Statement, it is your responsibility as Plan Sponsor to review the Plan documents, including any existing investment policy statement, to determine whether Morningstar's fiduciary services are consistent with the terms of the Plan documents. If the terms of the Plan documents, including any existing Investment Policy Statement, are inconsistent with the services provided in the Program, it is your responsibility to amend the Plan documents accordingly.

Investment Policy Statement

Plan Name:	CITY OF GREENFIELD (457) DEFERRED COMPENSATION PLAN	"Plan"
Plan Sponsor:	LORI ELMORE	"Plan Sponsor"
Service Provider:	Lincoln Financial Group	"Service Provider"
Investment Advisor:	Morningstar Investment Management LLC ("Morningstar")	"Morningstar"

1. Overview

This Investment Policy Statement ("IPS") is intended for use in connection with Plan Sponsor's use of the 3(21) fiduciary service product provided through Service Provider, and in connection with Plan Sponsor's retention of Morningstar as investment adviser with respect to selection and monitoring of the investment lineup for the Plan. When adopted by Plan Sponsor, this IPS shall remain in effect until revoked by Plan Sponsor.

The above-named Plan is a defined contribution retirement plan available to eligible employees as provided in the Plan document. Investment of Plan assets will be made for the sole interest and exclusive purpose of providing benefits to Plan participants. The Plan is a participant-directed individual account plan as described in Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). As such, it provides individual accounts for Plan participants and allows participants to select how these individual accounts shall be invested. Plan Sponsor intends to comply with Section 404(c) of ERISA, which provides that no fiduciary shall be liable for any loss that results from a participant's exercise of control over the investment of his or her individual accounts.

2. Purpose of Plan

The Plan's purpose is to provide eligible employees with a vehicle through which they can accumulate retirement savings through employee and/or employer contributions and the investment earnings thereon. While Plan participants are ultimately responsible for their own investment decisions, Plan Sponsor endeavors to provide a suitable range of diversified investment options allowing participants to invest in accordance with their own circumstances, risk tolerances, savings time horizons, and retirement goals. Plan Sponsor intends to provide investment options that can meet a wide spectrum of risk preferences, from conservative to aggressive. Plan Sponsor strives to achieve the following goals:

- Promote retirement saving and encourage wealth accumulation by Plan participants.
- Provide Plan participants with a suitable range of asset categories and investment options that are intended to help Plan participants meet their retirement goals and investment objectives.
- Encourage participation by eligible employees in the Plan and reinforce consistent saving habits.
- Attract and retain qualified employees by providing competitive benefits.
- Obtain plan services, administration and investment options at a reasonable cost.

3. Purpose of Investment Policy Statement

This IPS is being adopted by Plan Sponsor on behalf of the Plan to provide guidelines for the investment and management of assets held for the benefit of participants and beneficiaries of the Plan. The purpose of the IPS is to:

- Establish a framework for structuring a retirement savings program for Plan participants by making available diversified investment options that support a range of long-term needs, goals and risk tolerances.
- Formulate policies for selecting appropriate asset categories and investment options within the framework of the Plan structure.
- Provide Plan participants with investment options which, when prudently used, will diversify portfolio risks and better accommodate the range of risk/return preferences they may have.
- Establish prudent procedures for monitoring and evaluating the performance of the investment options available within the Plan.
- Describe the investment process used to review the investment options available within the Plan.

- Describe the roles and responsibilities of various parties that may be involved in the oversight of Plan investment activities.

Plan Sponsor intends to review periodically this IPS and amend it when necessary.

4. Selection of Investment Classes

The Plan intends to comply with Section 404(c) of ERISA by providing a broad range of investment alternatives. This includes having, at a minimum, three diversified investment alternatives that are sufficient in permitting Plan participants to materially affect the potential return and degree of risk on their accounts, as well as minimizing the risk of large losses. Given the Plan's demographics, Plan Sponsor will provide a variety of investment options within various asset class categories. These offerings, when prudently used by the Plan participants, will diversify individual portfolio risks and better accommodate the range of risk/return preferences among participants.

5. Selection and Monitoring of Investment Options

Plan Sponsor is responsible for the administration of the Plan, including selecting, monitoring and evaluating the performance of service providers retained to perform services on behalf of the Plan. Plan Sponsor may retain an investment adviser to provide assistance in selecting and monitoring the investment options to be made available under the Plan. In a separate Advisory Services Agreement, Plan Sponsor has retained Morningstar to act as a fiduciary to the Plan, as that term is defined in Section 3(21)(A)(ii) of ERISA. Morningstar will assist Plan Sponsor in one if its key responsibilities under ERISA, namely, to prudently select and monitor the Plan's investment options. Morningstar's process for assisting with selecting and monitoring the investment options available within the Plan is outlined in Exhibit A attached.

Plan Sponsor will periodically review the performance of Morningstar. If Plan Sponsor determines that Morningstar has consistently failed to satisfy the terms of the applicable Advisory Services Agreement, failed to maintain a stable organization; failed to employ the investment approach that formed the basis for Plan Sponsor's decision to retain Morningstar, incurred a significant number of complaints by affected Plan participants, or otherwise failed to perform its duties, Plan Sponsor may initiate termination procedures.

6. Participant Education and Communication

Plan Sponsor will communicate to participants that they are responsible for investment of the assets in their Plan accounts and keep them informed of the Plan's rules for the provision of investment instructions. The Plan will also endeavor to provide information and disclosures to Plan participants regarding the investment options available under the Plan as required under Section 404(a) of ERISA.

7. Coordination with Plan Document

Notwithstanding the foregoing, if any term or condition of this IPS conflicts with any term or condition in the Plan document, the Plan document shall control.

By signing below, Plan Sponsor adopts this IPS and revokes any prior investment policy statement it may have previously adopted.

Signature

Date

Name (Print)

Title

Exhibit A

Morningstar's Investment Process

This document is attached to and made a part of the Investment Policy Statement, and outlines the process Morningstar uses to assist with selecting and monitoring the investment options available under the Plan.

Scope of Investment Universe

Plan Sponsor understands that by selecting Morningstar and its Services, the universe of available funds may be limited as part of Service Provider's administrative offering. This universe of investment options may include options that are both proprietary and non-proprietary investments of Service Provider or its affiliates. From time to time, Service Provider may change the investments available under and as part of the product, contract or platform. Morningstar may or may not make changes to the Morningstar Insight Series Lineup based on these changes. At all times, Morningstar decides on which funds are included in the Morningstar Insight Series Lineup. Plan Sponsor understands that Service Provider's activities described herein do not cause Service Provider to become a fiduciary to the Plan within the meaning of ERISA or other applicable law.

Investment Selection Process

From the investment universe defined above, Morningstar evaluates quantitative and qualitative factors to select investment options to meet a variety of investment objectives. In addition, Morningstar uses returns-based style analysis and holdings-based style analysis of the investment options to determine the investment's style over time.

Once investments are placed into their appropriate asset class categories, Morningstar applies a series of screens designed to flag funds that exhibit characteristics that its experience has shown to hinder long-term performance. This allows Morningstar to narrow a large universe of investment options to a more manageable opportunity set. Next, Morningstar uses use a multitude of statistics to begin to assess the overall quality of an investment option and to evaluate investment style, structure, and performance. Some of the factors Morningstar considers in this stage of the process are:

- Fees
- Management tenure
- Style consistency
- Relative alpha
- Volatility
- Fund size
- Asset exposure
- Holding concentration
- Turnover

After this quantitative review, Morningstar reviews investments from a qualitative perspective, to develop a fundamental understanding of the investment and to create an investment thesis that identifies the rationale for selecting the investment, as well as the barometers by which its success is measured. The thesis also identifies the specific factors Morningstar will monitor to ensure the investment continues to meet expectations.

Morningstar reviews a number of characteristics of an investment that could be relevant to it successfully filling its intended role. Morningstar observes which types of markets the investment fares best in, and which types are trouble

for the investment's style, and determines what it is about the investment that explains the pattern. Morningstar uses many factors to evaluate investments, including:

- Investment sub-style
- Manager skill (including history at other funds)
- Impact of asset growth on performance
- Source of investment ideas
- Investment decision-making process
- Actions in previous market environments
- Manager ownership
- Process repeatability
- Performance attribution

Lineup Design

The area of behavioral finance has shown that investors don't always behave rationally and that the manner in which a problem is posed can impact individual actions. Morningstar is mindful of simple heuristics employed by participants in making investment-related decisions and designs lineups that attempt to drive better action on the part of investors.

The following are several of the concepts Morningstar considers when constructing a lineup:

- **Choice Overload** – Participants should have options, but they shouldn't be given so many choices that they become overwhelmed.
- **Naïve Allocations** – A lineup should be balanced and diverse such that an individual making naïve allocations (equally weighting all investment options is the most common) will still produce a portfolio of reasonable risk-reward tradeoff.
- **Loss Aversion** – Ensure that the volatility and relative performance of the investment options are appropriate for the given asset category.

Lineup Construction

Using the process outlined above, Morningstar narrows the universe of investment options to create an investment lineup appropriate for the Plan. Morningstar strives to select investments to fill a distinct stylistic role within a lineup, and carefully assesses how each investment can be expected to fit with other investments. To accomplish this, Morningstar relies largely on our holdings-based style analysis (returns-based style analysis plays a more limited role in this process) to deconstruct each investment into its individual holdings. This means drilling down into individual holdings and comparing them with the holdings of other offerings in the lineup. Morningstar evaluates stock overlap and return correlation between investment options, Morningstar® Style Box placement, and how sector exposures complement those of investment options. Morningstar strives to choose funds that are clearly different from one another, rather than similar or redundant. The goal is to establish a specific role for each investment option in the Plan lineup that minimizes holdings overlap and maximizes diversification.

Ongoing Investment Monitoring Process

Morningstar's investment professionals will continue to monitor and evaluate the specific investment options on an ongoing basis. (However, Morningstar is not responsible for the ongoing monitoring of company stock options or self-directed brokerage options within the Plan.) Morningstar continues to evaluate the investment options based on the same process used in the review and selection stage, but understands that the ongoing due diligence of an investment option presents different challenges. Morningstar remains objective about a fund that it has already determined to be an appropriate option. As such, Morningstar focuses on specific issues or events that could change

its opinion of the investment option and challenges its original investment thesis. The monitoring process focuses on the following issues:

- Regulatory issues
- Organizational and/or manager changes
- Management team updates
- Style and process consistency
- Portfolio characteristics
- Risk-adjusted performance
- Asset growth

Morningstar performs a fundamental review of any investment options that appear to have strayed from their investment styles, have experienced management and/or organizational changes, have failed one or more of the initial quantitative screens used in selection or have relative declines in their performance or risk rankings.



The Lincoln National Life Insurance Company and Lincoln Life & Annuity Company of New York are herein separately and collectively referred to as "Lincoln."

March 14, 2023

*Lincoln Director*SM group variable annuity servicing fee arrangement

Plan name: CITY OF GREENFIELD (457) DEFERRED COMPENSATION PLAN

Contract number: GP-853AC

RS plan ID: H3LA

Special pricing tracking number: D100796905

The *Lincoln Director*SM contract you have chosen was priced to build in an allowance for plan servicing fees. The following information is provided to ensure that you have a clear understanding of this allowance and of your responsibilities.

While the *Lincoln Director* contract is in force, Lincoln will calculate an allowance to be paid to your service provider/third party administrator (TPA). This allowance is based on the level of assets in the plan as of the last day of each calendar quarter.

Upon receipt of the assets, the TPA payment calculated for your plan is .25% upfront* and .00% annually based upon your plan's pricing. The payment will be paid quarterly and will be deposited into, as well as paid from, the plan's ERISA spending account, or will be paid directly to your TPA. Once deposited into the ERISA spending account, these payments are considered plan assets. By signing this form, you, as the plan sponsor, authorize Lincoln to correct errors that occur in this account, if necessary. Payments remitted to your TPA are used to reduce the amount owed by your plan; any fees in excess of the amount Lincoln has paid may be billed to you by your TPA.

In the event that the TPA for the plan changes during the quarter, the TPA on record on the last day of the quarter will be paid the full amount of that quarter's payment. The new TPA will receive these payments in subsequent quarters. No retroactive payments will be made.

Please send TPA change requests to:

Lincoln Financial Group
RPS Account Management
P.O. Box 2248
Fort Wayne, IN 46801-2248

This arrangement becomes null and void upon our receipt of a completed and signed contract discontinuance notice. Lincoln reserves the right to modify this arrangement and to determine which servicing fees are considered for payment.

*Upfront payment is based on the receipt of an asset minimum. If asset minimum is not received, upfront payment will not apply.

*Lincoln Director*SM, a group variable annuity contract, is issued on variations of contract form 19476 and state variations and amendment forms AR-450 or AR-450A and AR-451 or AR-451A by The Lincoln National Life Insurance Company, Fort Wayne, IN, and distributed by Lincoln Financial Distributors, Inc., Radnor, PA, a broker-dealer. **Contractual obligations are subject to the claims-paying ability of The Lincoln National Life Insurance Company.**

Contracts sold in New York are issued on variations of contract form 19476NY and amendment forms AR 450 or AR-450NYA and AR 451 or AR-451NYA by Lincoln Life & Annuity Company of New York, Syracuse, NY. **Contractual obligations are subject to the claims-paying ability of Lincoln Life & Annuity Company of New York.**

Products and features are subject to state availability. Limitations and exclusions may apply.

Lincoln Financial Group is the marketing name for Lincoln National Corporation and its affiliates. Affiliates are separately responsible for their own financial and contractual obligations.

PAD-2870709-121219

RBC-1219-LTR013



Welcome to your *Lincoln Director* retirement plan

A guide for plans administered by a third party administrator (TPA)

Welcome!

You've made an important decision to work with Lincoln¹ to offer a valuable employee retirement benefit. This guide will help you become more familiar with your new *Lincoln Director*SM retirement plan.

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Contacting Lincoln

We're available in a variety of convenient ways:



Via phone

Account management: **800-248-0838**
Customer Contact Center (participants): **800-510-4015**



Via mail

Lincoln Financial Group
1301 S. Harrison Street, Ste. 500
P.O. Box 2248
Fort Wayne, IN 46801-2248



Via email

Use the email address your account management contact shares with you.

¹ The Lincoln National Life Insurance Company and Lincoln Life & Annuity Company of New York are herein referred to separately or collectively as "Lincoln."



Via fax

Participant enrollment and distribution forms: **260-455-6122**

Insurance products issued by:
The Lincoln National Life Insurance Company
Lincoln Life & Annuity Company of New York

Accessing your plan online

LincolnFinancial.com

Through LincolnFinancial.com, you can access the information you need to manage your organization's retirement plans.



Access your
retirement plan
24 hours a day,
7 days a week.

Registering

To access your organization's account and other important information from our secure website for the first time:

1. Open the website registration email you received from LincolnWebRegistration.com. It includes your unique registration code. Select **Register Now**.
2. Follow the prompts to verify your identity and create your login credentials.
3. If your registration is successful, contact Lincoln Account Management to activate your account.
4. Once your account is activated, you may log in and establish your personal security settings. Follow the prompts to select a security image, phrase, and questions. You'll also enroll in two-factor authentication, using a secure phone call or text message to ensure your identity at login.

Logging in

After you register, you can access your account at anytime:

1. Go to LincolnFinancial.com.
2. Log in with your username and password to be directed to your dashboard, where you can access important plan information and resources. If you have more than one plan, you'll see the dashboard of the plan with the highest balance. To view another plan, click **Switch Plan** and use the drop-down menu to select the plan you'd like to see.



If you need help with registration, contact Web Support at **800-648-6424**, Monday through Friday, between 8:00 a.m. and 8:00 p.m. Eastern.

Key features

Our simplified, mobile-friendly dashboard provides real-time access to plan health analytics. On-demand data helps you gauge plan performance, focus efforts on elements to improve, and identify participants most in need of support — helping to drive improved results.

Managing your plan

- A simplified dashboard improves your experience and helps lighten your load so you can focus on other things.
- Key performance indicators (KPIs) give a snapshot of how your plan is performing.
- A fully customizable view allows you to drag and drop KPI tiles to focus on information that's important to you.
- Featured, timely content provides valuable insights and regulatory and compliance alerts.
- The Plan Management box is your gateway to plan tasks.

Initiating participant enrollment

Enrolling employees in the plan

One of the first things you'll want to do is begin enrolling employees in the plan. If your plan offers online enrollment, follow the instructions in the next section. If your plan has paper enrollment, follow the instructions at the bottom of this page.

Online enrollment

When employees become eligible to participate in the plan, upload a census file with the eligible employees' indicative data.

Ordering enrollment kits

You can order enrollment kits as participants become eligible to ensure that employees have current plan and investment information.

1. To order updated enrollment kits, contact Lincoln Account Management.
2. Enrollment kits are shipped to you as soon as they're available, generally within 7 to 10 business days. Please allow enough time for processing and delivery. A PDF version is also available and can be delivered in 24-48 hours.
3. When distributing enrollment kits to employees, be sure to include the most current version of your plan's Section 404(a)(5) disclosure. Work with your TPA to ensure that any applicable TPA fees are included in the disclosure, as well.

Enrollment processing

After a census file is uploaded for eligible employees with their indicative data, the eligible employees may go online and enroll by:

- Visiting LincolnFinancial.com/Register to register for online account access
- Following the prompts to complete the registration process, after which they'll be directed to their account page to enroll in the plan
- Choosing their preferred contribution rates and investment options, making their beneficiary designations, and electing their communication preferences

Lincoln maintains salary deferral and Roth elections for all enrolled participants and beneficiary information for all participants who make designations. You're responsible for withholding the correct amount from the participants' paychecks based on their elections. Be sure to regularly run a Payroll Change Notification report to retrieve updated participant deferral rates so you can adjust withholding accordingly.

Paper enrollment

Ordering enrollment kits

You can order new enrollment kits as participants become eligible to ensure that employees have current plan and investment information.

1. To order updated enrollment kits, contact Lincoln Account Management.
2. Kits will be shipped to you as soon as they're available, generally within 7 to 10 business days. Please allow enough time for processing and delivery.

3. When distributing enrollment kits to employees, be sure to include the most current version of your plan's Section 404(a)(5) disclosure. Work with your TPA to ensure that any applicable TPA fees are included in the disclosure, as well.

Enrollment form processing

The enrollment kit will guide employees through their investment choices, allow them to elect their beneficiaries, and let them designate their desired salary deferral amounts.

Once an employee receives a kit, they must complete the enrollment form included in the back to select desired investment options and beneficiary designations. The completed form should be returned to you to initiate enrollment.

You're responsible for tracking beneficiary and salary deferral elections for all participants. As a result, you and your TPA should maintain the original forms for your plan records. Copies of the original forms should be returned to Lincoln via fax at **260-455-6122**.

Processing contributions and distributions

Submitting contributions

Once you've accessed the website and enrolled participants, you can begin submitting contributions and remittances. Please refer to your payroll guide for detailed, step-by-step instructions.



For additional assistance, check out our series of quick reference materials available under **Your Account** by selecting **Sponsor Resources** and then **Quick Reference Guides**.

Distribution requests

Participants may periodically request distributions from their accounts. Distribution forms are required for all types of distributions from participant plan accounts, except corrective distributions or ineligible contribution withdrawals resulting from nondiscrimination testing.

Obtain forms easily by logging in to your account at LincolnFinancial.com and using the **Forms** menu at the top of the screen to access the necessary forms. Completed distribution forms may be returned to Lincoln via fax at **260-455-6122**. Hardship and loan distribution forms received in good order by 4:00 p.m. Eastern will be processed on the same business day. All other types of distribution requests will be processed within three business days of when forms are received in good order.

Retaining important materials

Keeping it all together

It's important to retain key retirement plan documents in an easily accessible location. Here's a list of materials you should keep on file:

Contracts and applications

- ☐ Form 19476 (contract)
- ☐ Form 7405 (acceptance application)

Plan and trust agreements

- ☐ Plan document and adoption agreement
- ☐ Plan amendments
- ☐ Certificates of corporate resolution
- ☐ IRS letters of determination
- ☐ Loan policy
- ☐ Qualified Domestic Relations Order (QDRO) policy

Enrollment

- ☐ Beneficiary information
- ☐ Salary deferral elections
- ☐ Addresses and phone numbers

IRS qualification forms

- ☐ Executed copies of IRS Form 5500 and IRS Form 5300
- ☐ Executed copies of IRS Form 8905
- ☐ "Important notice to" or "Notice to interested parties"
- ☐ IRS Form SS-4 (application for employer/plan administrator ID#)
- ☐ IRS instructions for the various forms

Summary Plan Description (SPD)

- ☐ SPD, as distributed to participants
- ☐ Material modifications to SPD

Other important materials

- ☐ Section 408(b)(2) plan sponsor fee disclosure
- ☐ Section 404(a)(5) participant fee disclosure

Getting acquainted with Lincoln notices and policies

Lincoln applies the following policies when providing administrative recordkeeping services for your plan. Please carefully read the policies and contact Lincoln Account Management with questions.

Float notice

Another important priority for us is providing you with accurate information on how your investment contract works. Part of that responsibility includes informing you about float.

"Float" is a term that refers to interest earned:

- On contributions from the date received by the investing company until the contributions are credited to the client's investment contract
- On distributions from the date the distribution check is issued from the investment contract by the investing company until the date the check is presented for payment

Under these circumstances, Lincoln National Corporation will receive float on contributions. Funds are deposited directly into an account of The Lincoln National Life Insurance Company and/or Lincoln Life & Annuity Company of New York (Lincoln). Interest will be earned on assets deposited into this account based on AA financial commercial paper 30-day investments.

Contributions

It is our policy to process contributions as soon as administratively possible and to credit your contract within three business days of receipt of contribution information "in good order."

Distributions

Presentation for payment of distribution checks is controlled by the recipients of those checks. If the check is not presented for payment, float will continue to be earned through the period developed by Lincoln for handling "stale" checks. After that period, the funds will be redeposited to the Plan's investment contract.

Continuity Plan Summary

Lincoln National Corporation ("LNC") headquartered in Radnor, PA, is the parent corporation of, among others, The Lincoln National Life Insurance Company, First Penn-Pacific Life Insurance Company, and Lincoln Life & Annuity Company of New York. LNC's subsidiaries have offices located in Atlanta, GA; Boston, MA; Charlotte, NC; Fort Wayne, IN; Greensboro, NC; Hartford, CT; Omaha, NE; Philadelphia, PA; Phoenix, AZ; Radnor, PA; Dover, NH; and Syracuse, NY. Lincoln Financial Advisors Corporation, Lincoln Financial Distributors, Inc., and Lincoln Financial Securities Corporation have business locations throughout the USA. Unless the context otherwise implies, as used herein LNC refers to LNC and its subsidiaries.

LNC is committed to safeguarding the interests of its clients and customers in the event of an emergency or significant business disruption ("SBD"). LNC's broad business continuity strategy is designed to enable LNC to meet its existing obligations to its clients and customers in the event of an emergency or SBD by safeguarding employees and property, making a financial and operational assessment, recovering and resuming operations, protecting LNC's books and records, and allowing customers to conduct business.

Business continuity planning

LNC has a documented corporate policy requiring each Business Unit to develop a business continuity plan. In support of this policy, LNC's Business Resilience area has the full-time responsibility of coordinating the development, testing, and maintenance of all LNC Business Continuity Plans. Business Resilience determines and drives appropriate strategies for the development of a resilient business environment with formal systematic processes with auditable controls that enforces the corporate policy on continuity.

LNC's Business Continuity Plans address advance preparations and actions to be taken in response to disruptions of various magnitudes. The Business Continuity Plans address the potential impact of varying risks of disruptions to LNC employees, equipment, computer and telecommunications systems, and office facilities. While it is impossible to anticipate every type of disruption that could affect LNC's businesses, LNC takes an 'all hazards' approach to planning which encompasses reduction in workforce, loss of facility and loss of data.

Crisis management

Local crisis management teams are in place in all LNC locations. These local crisis teams are charged with recording and managing any potential or actual crisis at the site from the time a situation occurs to the resolution of the incident and resumption of normal business operations.

Backup and recovery

With the use of a co-located alternate Disaster Recovery data center solution LNC maintains back-up systems and power supplies that allow critical computer and telecommunications systems and facility functions to be maintained in the event of significant business disruption ("SBD"). The duration of the disruption will depend on the nature and extent of the emergency or SBD.

In the event of an SBD, where it is not possible to conduct business from one of LNC's offices, the company will utilize work from home solutions as well as the use of alternate sites equipped with resources to support critical business operations.

LNC's Business Continuity Plans are reviewed as necessary, and at least annually, to ensure they account for technology, business, operations, structure, or location.

Critical infrastructure and application testing

LNC's testing strategy incorporates the use of a Business Impact Analysis ("BIA") for developing enterprise-wide and Information Technology ("IT") Disaster Recovery ("DR") testing strategies. The strategy identifies key roles and responsibilities and establishes the minimum requirements for testing, including baseline requirements for frequency, objectives, and reporting test results. It also drives the requirements for creating and updating Disaster Recovery Plans and Validation Recovery documentation. Testing allows for the evaluation of the level of preparedness that exists in our environment and supports recommendations for resources and funding needed for compliance with applicable federal laws and regulations.

Lincoln completes scheduled annual testing focused on pre-defined parts of critical infrastructure. Tests are designed to establish and/or validate recovery time objectives. Additional tests are done periodically to recover individual applications based on criticality.

As an example, the scope of the tests may include:

- Evaluation of infrastructure (ex: computers, network, hardware) to demonstrate the anticipated operation of the components and system. Tests are often performed as part of normal operations and maintenance. Disaster Recovery tests are often included within these exercises.

- Operational readiness testing (“ORT”) is used to conduct operational readiness (pre-release) of a product, service, or system and/or physical infrastructure (ex: building systems, generators, utilities). ORT may include checking the backup/restore facilities, IT disaster recovery procedures, maintenance tasks and periodic check of security vulnerabilities.
- Activities performed to evaluate a plan relative to specified objectives or measurement criteria.

Lincoln Financial Group® Privacy Practices Notice

The Lincoln Financial Group companies* are committed to protecting your privacy. To provide the products and services you expect from a financial services leader, we must collect personal information about you to analyze in order to evaluate or enhance our products. We do not sell your personal information to third parties. This Notice describes our current privacy practices. While your relationship with us continues, we will update and send our Privacy Practices Notice as required by law. Even after that relationship ends, we will continue to protect your personal information. You do not need to take any action because of this Notice, but you do have certain rights as described below.

We are committed to the responsible use of information and protecting individual privacy rights. As such, we look to leading data protection standards to guide our privacy program. These standards include collecting data through fair and lawful means, such as obtaining your consent when appropriate.

Information we may collect and use

We collect personal information about you to help us identify you as a consumer, our customer or our former customer; to process your requests and transactions; to offer investment or insurance services to you; to pay your claim; to analyze in order to enhance our products and services; to tell you about our products or services we believe you may want and use; and as otherwise permitted by law. The type of personal information we collect depends on your relationship and on the products or services you request and may include the following:

INFORMATION FROM YOU

When you submit your application or other forms, you give us information such as your name, address, Social Security number; and your financial, health, and employment history. We may also collect voice recordings or biometric data for use in accordance with applicable law.

INFORMATION ABOUT YOUR TRANSACTIONS

We maintain information about your transactions with us, such as the products you buy from us; the amount you paid for those products; your account balances; payment details; and your payment and claims history.

INFORMATION FROM OUTSIDE OUR FAMILY OF COMPANIES

If you are applying for or purchasing insurance products, we may collect information from consumer reporting agencies, such as your credit history; credit scores; and driving and employment records. With your authorization, we may also collect information (such as medical information, retirement information, and information related to Social Security benefits) from other individuals or businesses.

INFORMATION FROM YOUR EMPLOYER

If your employer applies for or purchases group products from us, we may obtain information about you from your employer or group representative in order to enroll you in the plan.

How we use your personal information

We may share your personal information within our companies and with certain service providers. They use this information to process transactions you, your employer, or your group representative have requested; to provide customer service; to analyze in order to evaluate or enhance our products and services; to gain customer insight; to provide education and training to our workforce and customers; and to inform you of products or services we offer that you may find useful. Our service providers may or may not be affiliated with us. They include financial service providers (for example, third party administrators; broker-dealers; insurance agents and brokers, registered representatives; reinsurers and other financial services companies with whom we have joint marketing agreements). Our service providers also include non-financial companies and individuals (for example, consultants; vendors; and companies that perform marketing services on our behalf). Information we obtain from a report prepared by a service provider may be kept by the service provider and shared with other persons; however, we require our service providers to protect your personal information and to use or disclose it only for the work they are performing for us, or as permitted by law. We may execute agreements with our service providers that permit the service provider to process your personal information outside of the United States, when not prohibited by our contracts and permitted by applicable law.

When you apply for one of our products, we may share information about your application with credit bureaus. We also may provide information to group policy owners or their designees (for example, to your employer for employer-sponsored plans and their authorized service providers), regulatory authorities, and law enforcement officials, and to other non-affiliated or affiliated parties as permitted by law. In the event of a sale of all or part of our businesses, we may share customer information as part of the sale. **We do not sell or release your information with outside marketers who may want to offer you their own products and services; nor do we release information we receive about you from a consumer reporting agency. You do not need to take any action for this benefit.**

Security of information

We have an important responsibility to keep your information safe. We use safeguards to protect your information from unauthorized disclosure. Our employees are authorized to access your information only when they need it to perform their job responsibilities. Employees who have access to your personal information are required to keep it confidential. Employees are required to complete privacy training annually.

Your rights regarding your personal information

This Privacy Notice describes how you can exercise your rights regarding your personal information. Lincoln complies with all applicable laws and regulations regarding the provision of personal information. The rights provided to you in this Privacy Notice will be administered in accordance with your state's specific laws and regulations.

Access to personal information: You must submit a written request to receive a copy of your personal information. You may see your personal information in person, or you may ask us to send you a copy of your personal information by mail or electronically, whichever you prefer. We will need to verify your identity before we process the request. Within 30 business days of receiving your request, we will, depending on the specific request you make, (1) inform you of the nature and substance of the recorded personal information we have about you; (2) permit you to obtain a copy of your personal information; and (3) provide the identity (if recorded) of persons to whom we disclosed your personal information within two years prior to the request (if this information is not recorded, we will provide you with the names of those insurance institutions, agents, insurance support organizations or other persons to whom such information is normally disclosed). If you request a copy of your information by mail, we may charge you a fee for copying and mailing costs.

Changes to personal information: If you believe that your personal information is inaccurate or incomplete, you may ask us to correct, amend, or delete the information. Your request must be in writing and must include the reason you are requesting the change. We will respond within 30 business days from the date we receive your request.

If we make changes to your records as a result of your request, we will notify you in writing and we will send the updated information, at your request, to any person who may have received your personal information within the past two years. We will also send the updated information to any insurance support organization that gave us the information and any insurance support organization that systematically received personal information from us within the prior 7 years unless that support organization no longer maintains your personal information.

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Your state may provide for additional privacy protections under applicable laws. We will protect your information in accordance with these additional protections.

If you would like to act upon your rights regarding your personal information, please provide your full name, address and telephone number and either email your inquiry to our Data Subject Access Request Team at DSAR@lfg.com or mail to: Lincoln Financial Group, Attn: Corporate Privacy Office, 1301 South Harrison St., Fort Wayne, IN 46802. DSAR@lfg.com email address should only be used for inquiries related to this Privacy Notice. For general account service requests or inquiries, please call 1-877-ASK-LINC.

***This information applies to the following Lincoln Financial Group companies:**

First Penn-Pacific Life Insurance Company
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Lincoln Life & Annuity Company of New York
Lincoln Life Assurance Company of Boston
Lincoln Retirement Services Company, LLC
Lincoln Variable Insurance Products Trust
The Lincoln National Life Insurance Company

Lincoln Financial Group Inadvertent Processing Error Correction Policy

As your retirement plan's administrative service provider, Lincoln strives to process accurately and on a timely basis transaction requests received in good order from the plan and participants. Lincoln seeks to avoid transaction processing errors to the greatest extent possible, but inadvertent processing errors may occur. Inadvertent processing errors are exclusively defined as incorrect or untimely processing by Lincoln of transactions that are received in good order. Inadvertent processing errors do not include errors made by plan sponsors, participants, third parties, or processes delayed by transaction requests received that are not in good order.

Lincoln will correct any identified inadvertent processing error caused by Lincoln as soon as practicable after Lincoln has sufficient information to correct the error. In no event will Lincoln exercise discretionary authority or control over the correction of inadvertent processing errors.

The Lincoln Financial Group Inadvertent Processing Error Correction Policy is designed to restore the plan to the position it would have been in had the error not occurred, including restoration of participants to the benefits and rights they would have had if the error had not occurred.

Accordingly, once an inadvertent processing error is identified, Lincoln will promptly take action to place the plan and participants in a position financially equivalent to the position they would have been in had the error not occurred.

Such action may include, but is not limited to, Lincoln making the plan and participants whole for any loss to the plan and/or participants resulting from correcting the inadvertent processing error.

The following examples illustrate the effect of our policy.

1. Contributions and investment unit price increases

When a participant directs that a certain dollar amount be contributed to their plan account, Lincoln credits to the participant's account the number of investment units that dollar amount will purchase on Day 1, the day the contribution is processed.

The number of units is based on the unit's dollar value on Day 1, as set by the investment fund and communicated to Lincoln after market close. If an inadvertent processing error occurs and Lincoln does not process the contribution until Day 2, Lincoln will determine the number of units that should have been credited on Day 1, using the Day 1 unit price.

If, on Day 2, the unit price has gone up, the dollar amount of the contribution will not be enough to cover the number of units the participant should have received. Lincoln will make up the dollar difference such that the participant receives the number of units they would have received on Day 1, and Lincoln will absorb the loss. The participant is not charged any additional cost and is placed in the financial position they would have been in had the error not occurred.

2. Contributions and investment unit price decreases

Assume the same facts in Example 1, except that on Day 2, the unit price has gone down and the amount of the contribution would purchase more units on Day 2 than it would have purchased on Day 1. In this circumstance, the participant will receive the number of units they would have received on Day 1 had the transaction been processed correctly, and Lincoln will keep the excess. The participant is placed in the financial position they would have been in had the error not occurred.

3. Distributions and investment unit price increases

When a participant makes a distribution request of a certain dollar amount from their plan account, Lincoln liquidates or sells the number of investment units needed in order to make the distribution. Thus, on Day 1, Lincoln typically would sell or liquidate investment units in the participant's investment fund at the Day 1 price to make the distribution. If, due to an inadvertent processing error committed by Lincoln, we process the instructions a day late and the unit price has increased, Lincoln will sell the same number of units as it would have sold on Day 1, but the sales amount will be higher than the requested withdrawal. Lincoln will keep the excess in this situation.

4. Distributions and investment unit price decreases

Assume the same facts in Example 3, except on Day 2, the unit price has decreased. Lincoln will sell the same number of units as it would have sold on Day 1, but Lincoln will make up the difference such that the participant receives the requested amount in full without having to liquidate more units. In doing so, Lincoln will incur and absorb a loss.

As illustrated by the examples, our policy results in the participant receiving the benefit of what they requested, regardless of whether there is a gain or loss. This policy is consistent with IRS guidelines for correcting plan errors.

Please keep a copy of this policy with your plan records. Please contact Lincoln with any questions.

Not a deposit
Not FDIC-insured
Not insured by any federal government agency
Not guaranteed by any bank or savings association
May go down in value

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