

SECURITIES AND EXCHANGE COMMISSION

FORM 485BPOS

Post-effective amendments [Rule 485(b)]

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FILER

**LINCOLN LIFE VARIABLE ANNUITY ACCOUNT N**

CIK: **1048606** | IRS No.: **350472300** | State of Incorporation: **IN** | Fiscal Year End: **1231**  
Type: **485BPOS** | Act: **33** | File No.: **333-186894** | Film No.: **14952012**

Mailing Address  
PO BOX 1110  
FORT WAYNE IN 46801

Business Address  
1300 S CLINTON ST  
PO BOX 1110  
FORT WAYNE IN 46801  
2604552000

**LINCOLN LIFE VARIABLE ANNUITY ACCOUNT N**

CIK: **1048606** | IRS No.: **350472300** | State of Incorporation: **IN** | Fiscal Year End: **1231**  
Type: **485BPOS** | Act: **40** | File No.: **811-08517** | Film No.: **14952013**

Mailing Address  
PO BOX 1110  
FORT WAYNE IN 46801

Business Address  
1300 S CLINTON ST  
PO BOX 1110  
FORT WAYNE IN 46801  
2604552000

As filed with the Securities and Exchange Commission on July 1, 2014  
1933 Act Registration No. 333-186894  
1940 Act Registration No. 811-08517

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM N-4

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

POST-EFFECTIVE AMENDMENT NO. 3 /X/

and

REGISTRATION STATEMENT UNDER THE INVESTMENT COMPANY ACT OF 1940

AMENDMENT NO. 410 /X/

Lincoln Life Variable Annuity Account N  
(Exact Name of Registrant)

Lincoln ChoicePlus Assurance<sup>SM</sup> (Prime)

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY  
(Name of Depositor)

1300 South Clinton Street  
Post Office Box 1110  
Fort Wayne, Indiana 46801  
(Address of Depositor's Principal Executive Offices)

Depositor's Telephone Number, Including Area Code: (260) 455-2000

Adam C. Ciongoli, Esquire  
The Lincoln National Life Insurance Company  
1300 South Clinton Street  
Post Office Box 1110  
Fort Wayne, IN 46801  
(Name and Address of Agent for Service)

Copy to:

Scott C. Durocher, Esquire  
The Lincoln National Life Insurance Company  
350 Church Street  
Hartford, Connecticut 06103

Approximate Date of Proposed Public Offering: Continuous

It is proposed that this filing will become effective:

/x/ immediately upon filing pursuant to paragraph (b) of Rule 485

// on \_\_\_\_\_, pursuant to paragraph (b) of Rule 485

// 60 days after filing pursuant to paragraph (a)(1) of Rule 485

// on \_\_\_\_\_, pursuant to paragraph (a)(1) of Rule 485

Title of Securities being registered:

Interests in a separate account under individual flexible  
payment deferred variable annuity contracts.

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**THE LINCOLN NATIONAL LIFE INSURANCE COMPANY**  
**LINCOLN LIFE VARIABLE ANNUITY ACCOUNT N**

**LINCOLN LIFE & ANNUITY COMPANY OF NEW YORK**  
**Lincoln New York Account N for Variable Annuities**

*Lincoln ChoicePlus Assurance<sup>SM</sup> (Prime)*

Supplement dated July 1, 2014 to the Prospectus dated May 1, 2014

This Supplement outlines important changes regarding investment options and Investment Requirements that impact your *Lincoln ChoicePlus Assurance<sup>SM</sup> (Prime)* individual variable annuity contract. All other provisions of your prospectus remain unchanged. This Supplement is for informational purposes only and requires no action on your part.

Effective August 11, 2014, the following funds will be available as new investment options under your contract:

- American Funds Managed Risk Asset Allocation Fund<sup>SM</sup> (Class P2)
- LVIP Managed Risk American Balanced Allocation Fund (Service Class)
- LVIP Managed Risk American Growth Allocation Fund (Service Class)

**The following table shows the expenses charged by each fund for the time period shown below** (as a percentage of each fund's average net assets):

	Management Fees (before any waivers/ reimbursements)	12b-1 Fees (before any +waivers/ reimburse- ments) +	Other Expenses (before any waivers/ reimbursements)	Acquired Fund Fees +and Expenses (AFFE)	Total Expenses (before any =waivers/ reimburse- ments)	Total Contractual waivers/ reimbursements (if any)	Total Expenses (after any waivers/ reimbursements)
American Funds Managed Risk Asset Allocation Fund <sup>SM(1)</sup>	0.25%	0.25%	0.33%	0.28%	1.11%	-0.10%	1.01%
LVIP Managed Risk American Balanced Allocation Fund <sup>(2)</sup>	0.25%	0.35%	0.03%	0.38%	1.01%	0.00%	1.01%
LVIP Managed Risk American Growth Allocation Fund <sup>(2)</sup>	0.25%	0.35%	0.02%	0.40%	1.02%	0.00%	1.02%

<sup>1</sup>The investment adviser is currently waiving a portion of its management fee equal to 0.05% of the fund's net assets. In addition, the investment adviser is currently reimbursing a portion of the other expenses so that they will not exceed 0.28%. This waiver and reimbursement will be in effect through at least May 1, 2015, unless modified or terminated with the approval of the fund's board.

<sup>2</sup>The total Annual Fund Operating Expenses do not correlate to the ratio of expenses to the average net assets appearing in the Financial Highlights table which reflects only the operating expenses of the fund and does not include AFFE.

**INVESTMENTS OF THE VARIABLE ACCOUNT – DESCRIPTION OF THE FUNDS.** This section outlines the investment objectives for the new funds listed above, effective August 11, 2014. More detailed information may be obtained from the current prospectus for each fund. You should read each fund prospectus carefully before investing. Please be advised that there is no assurance that any of the funds will achieve their stated objectives.

**American Funds Insurance Series®**, advised by Capital Research and Management Company

American Funds Managed Risk Asset Allocation Fund<sup>SM</sup> (Class P2): To provide high total return (including income and capital gains) consistent with preservation of capital over the long term while seeking to manage volatility and provide downside protection; a fund of funds.  
(Sub-advised by Milliman Financial Risk Management LLC)

**LVIP Variable Insurance Products Trust**, advised by Lincoln Investment Advisors Corporation

- LVIP Managed Risk American Balanced Allocation Fund (Service Class): A balance between a high level of current income and growth of capital; a fund of funds.
- LVIP Managed Risk American Growth Allocation Fund (Service Class): A balance between a high level of current income and growth of capital, with a greater emphasis on growth of capital; a fund of funds.

**THE CONTRACTS – INVESTMENT REQUIREMENTS.**

If you have elected a Living Benefit Rider, you may be subject to the Investment Requirements outlined in the prospectus, according to which Living Benefit Rider you own. Please refer to your prospectus to determine if you are subject to Investment Requirements. The changes outlined below are effective August 11, 2014. All other provisions of Investment Requirements remain unchanged.

The following change applies to Investment Requirements for Managed Risk Riders: The American Funds Managed Risk Asset Allocation Fund, the LVIP Managed Risk American Balanced Allocation Fund, and the LVIP Managed Risk American Growth Allocation Fund will be added to Group 2, and to the list of funds among which you may allocate 100% of your Contract Value.

The following change applies to Investment Requirements for other Living Benefit Riders: The American Funds Managed Risk Asset Allocation Fund, the LVIP Managed Risk American Balanced Allocation Fund, and the LVIP Managed Risk American Growth Allocation Fund will be added to Group 2, and to the list of funds among which you may allocate 100% of your Contract Value.

**Please retain this Supplement for future reference.**

PART A

The prospectus for the ChoicePlus Assurance (Prime) variable annuity contract is incorporated herein by reference to Post-Effective Amendment No. 2 (File No. 333-186894) filed on April 17, 2014.

PART B

The Statement of Additional Information for the ChoicePlus Assurance (Prime) variable annuity contract is incorporated herein by reference to Post-Effective Amendment No. 2 (File No. 333-186894) filed on April 17, 2014.

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Lincoln Life Variable Annuity Account N

PART C - OTHER INFORMATION

**Item 24. Financial Statements and Exhibits**

(a) List of Financial Statements

1. Part A

The Table of Condensed Financial Information is incorporated herein by reference to Post-Effective Amendment No. 2 (File No. 333-186894) filed on April 17, 2014.

2. Part B

The following financial statements for the Variable Account are incorporated herein by reference to Post-Effective Amendment No. 2 (File No. 333-186894) filed on April 17, 2014.

Statement of Assets and Liabilities - December 31, 2013  
Statement of Operations - Year ended December 31, 2013  
Statements of Changes in Net Assets - Years ended December 31, 2013 and 2012  
Notes to Financial Statements - December 31, 2013  
Report of Independent Registered Public Accounting Firm

3. Part B

The following consolidated financial statements for The Lincoln National Life Insurance Company are incorporated herein by reference to Post-Effective Amendment No. 2 (File No. 333-186894) filed on April 17, 2014.

Consolidated Balance Sheets - Years ended December 31, 2013 and 2012  
Consolidated Statements of Comprehensive Income (Loss) - Years ended December 31, 2013, 2012 and 2011  
Consolidated Statements of Stockholders' Equity - Years ended December 31, 2013, 2012 and 2011  
Consolidated Statements of Cash Flows - Years ended December 31, 2013, 2012 and 2011  
Notes to Consolidated Financial Statements - December 31, 2013  
Report of Independent Registered Public Accounting Firm

(b) List of Exhibits

(1) Resolutions of the Board of Directors of The Lincoln National Life Insurance Company establishing Separate Account N incorporated herein by reference to Registration Statement on Form N-4 (File No. 333-40937) filed on November 25, 1997.

(2) Not Applicable

(3)(a) Broker-Dealer Selling Agreement among The Lincoln National Life Insurance Company, Lincoln Life & Annuity Company of New York and Lincoln Financial Distributors, Inc. incorporated herein by reference to Pre-Effective Amendment No. 1 (File No. 333-170897) filed on April 8, 2011.

(b) Amended and Restated Principal Underwriting Agreement dated May 1, 2007 between The Lincoln National Life Insurance Company and Lincoln Financial Distributors, Inc. incorporated herein by reference to Post-Effective Amendment No. 24 (File No. 333-61554) filed on December 18, 2007.

(4)(a) Annuity Contract (30070-B) incorporated herein by reference to Post-Effective Amendment No. 3 (File No. 333-36304) filed on August 8, 2001.

(b) Annuity Payment Option Rider (32147) incorporated herein by reference to Post-Effective Amendment No. 3 (File No. 333-36304) filed on August 8, 2001.

(c) Interest Adjusted Fixed Account Rider (32143) incorporated herein by reference to Post-Effective Amendment No. 3 (File No. 333-36304) filed on August 8, 2001.

(d) DCA Fixed Account Rider (32145) incorporated herein by reference to Registration Statement on Form N-4 (File No. 333-135039) filed on June 15, 2006.

(e) IRA Contract Amendment (28877-E) incorporated herein by reference to Post-Effective Amendment No. 14 (File No. 333-40937) filed on April 24, 2003.

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- (f) IRA Contract Amendment (28877) incorporated herein by reference to Post-Effective Amendment No. 14 (File No. 40937) filed on April 24, 2003.
- (g) Roth IRA Endorsement (5305) incorporated herein by reference to Post-Effective Amendment No. 14 (File No. 333-40937) filed on April 24, 2003.
- (h) Estate Enhancement Benefit Rider (32151-A) incorporated herein by reference to Post-Effective Amendment No. 6 (File No. 333-35780) filed on April 22, 2003.
- (i) EGMDR Rider (32149 5/03) incorporated herein by reference to Post-Effective Amendment No. 6 (File No. 333-35780) filed on April 22, 2003.
- (j) Guarantee of Principal Rider (32148 5/03) incorporated herein by reference to Post-Effective Amendment No. 6 (File No. 333-35780) filed on April 22, 2003.
- (k) Allocation Amendment (AR503 1/06) incorporated herein by reference to Post-Effective Amendment No. 22 (File No. 333-40937) filed on April 19, 2006.
- (l) Guaranteed Income Benefit Rider (GIB v4) (AR-528 8/10) incorporated herein by reference to Post-Effective Amendment No. 44 (File No. 333-40937) filed on October 28, 2010.
- (m) Contract Benefit Data (CBD 8/10) incorporated herein by reference to Post-Effective Amendment No. 44 (File No. 333-40937) filed on October 28, 2010.
- (n) Variable Annuity Payment Option Rider (I4LA-NQ 8/10) incorporated herein by reference to Post-Effective Amendment No. 44 (File No. 333-40937) filed on October 28, 2010.
- (o) Variable Annuity Payment Option Rider (I4LA-Q 8/10) incorporated herein by reference to Post-Effective Amendment No. 44 (File No. 333-40937) filed on October 28, 2010.
- (p) Variable Annuity Living Benefit Rider (LINC 2 + Protected Funds) (AR-529 8/10) incorporated herein by reference to Post-Effective Amendment No. 2 (File No. 333-170695) filed January 30, 2012.
- (5) ChoicePlus Prime Application (CPAB 1/08) incorporated herein by reference to Post-Effective Amendment No. 28 (File No. 333-40937) filed on April 10, 2008.
- (6)(a) Articles of Incorporation of The Lincoln National Life Insurance Company incorporated herein by reference to Pre-Effective Amendment No. 1 (File No. 333-04999) filed on September 24, 1996.
- (b) By-laws of The Lincoln National Life Insurance Company incorporated herein by reference to Post-Effective Amendment No. 3 on Form N-6 (File No. 333-118478) filed on April 5, 2007.
- (7)(a) Automatic Indemnity Reinsurance Agreement Amended and Restated as of October 1, 2009 between The Lincoln National Life Insurance Company and Lincoln National Reinsurance Company (Barbados) Limited incorporated herein by reference to Post-Effective Amendment No. 43 (File No. 033-26032) filed on April 7, 2010.
- (i) Amendments to the Automatic Indemnity Reinsurance Agreement incorporated herein by reference to Post-Effective Amendment No. 28 (File No. 333-138190) filed on November 5, 2013.
- (b) Automatic Reinsurance Agreement dated July 1, 2007 between The Lincoln National Life Insurance Company and Swiss Re Life & Health America Inc. incorporated herein by reference to Post-Effective Amendment No. 5 (File No. 333-138190) filed on April 8, 2008.

(i) Amendments to Automatic Reinsurance Agreement dated July 1, 2007 between The Lincoln National Life Insurance Company and Swiss Re Life & Health America Inc. incorporated herein by reference to Post-Effective Amendment No. 40 (File No. 333-40937) filed on April 7, 2010.

(8)(a) Fund Participation Agreements and Amendments between The Lincoln National Life Insurance Company and:

(i) AIM Variable Insurance Funds, Inc. incorporated herein by reference to Post-Effective Amendment No. 21 on Form N-6 (File No. 333-146507) filed on April 2, 2013.

(ii) AllianceBernstein Variable Products Series Fund

(iii) American Funds incorporated herein by reference to Post-Effective Amendment No. 21 on Form N-6 (File No. 333-146507) filed on April 2, 2013; Amendment incorporated herein by reference to Pre-Effective Amendment No. 1 (File No. 333-193272) filed on May 16, 2014.

(iv) BlackRock Variable Series Funds, Inc. incorporated herein by reference to Post-Effective Amendment No. 16 on Form N-6 (File No. 333-146507) filed on April 1, 2011.

(v) Delaware VIP Trust

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(vi) DWS Variable Series II incorporated herein by reference to Pre-Effective Amendment No. 1 (File No. 333-193272) filed on May 16, 2014.

(vii) Fidelity Variable Insurance Products Fund incorporated herein by reference to Pre-Effective Amendment No. 1 (File No. 333-193272) filed on May 16, 2014.

(viii) Franklin Templeton Variable Insurance Products Trust

(ix) Legg Mason Partners Variable Equity Trust, Legg Mason Partners Variable Income Trust, Legg Mason Investor Services, LLC, and Legg Mason Partners Fund Advisor, LLC

(x) Lincoln Variable Insurance Products Trust

(xi) MFS Variable Insurance Trust incorporated herein by reference to Post-Effective Amendment No. 21 on Form N-6 (File No. 333-146507) filed on April 2, 2013.

(xii) PIMCO Variable Insurance Trust incorporated herein by reference to Pre-Effective Amendment No. 1 (File No. 333-193272) filed on May 16, 2014.

(b) Rule 22c-2 Agreements between The Lincoln National Life Insurance Company and:

(i) BlackRock Variable Series Funds, Inc. incorporated herein by reference to Post-Effective Amendment No. 22 (File No. 333-68842) filed on June 22, 2009.

(ii) Delaware VIP Trust incorporated herein by reference to Post-Effective Amendment No. 57 (File No. 333-36316) filed on March 30, 2012.

(iii) Fidelity Variable Insurance Products Trust incorporated herein by reference to Post-Effective Amendment No. 30 (File No. 333-36304) filed on May 29, 2008.

(iv) Franklin Templeton Variable Insurance Products Trust incorporated herein by reference to Post-Effective Amendment No. 30 (File No. 333-36304) filed on May 29, 2008.

(v) Lincoln Variable Insurance Products Trust incorporated herein by reference to Post-Effective Amendment No. 30 (File No. 333-36304) filed on May 29, 2008.

(vi) MFS Variable Insurance Trust incorporated herein by reference to Post-Effective Amendment No. 30 (File No. 333-36304) filed on May 29, 2008.

(vii) AIM Variable Insurance Funds incorporated herein by reference to Post-Effective Amendment No. 30 (File No. 333-36304) filed on May 29, 2008.

(c) Accounting and Financial Administration Services Agreement dated October 1, 2007 among Mellon Bank, N.A., The Lincoln National Life Insurance Company and Lincoln Life & Annuity Company of New York is incorporated herein by reference to Registration Statement on Form N-4 (File No. 333-147673) filed on November 28, 2007.

(9) Opinion and Consent of Scott C. Durocher, Counsel of The Lincoln National Life Insurance Company as to the legality of securities being issued incorporated herein by reference to Pre-Effective Amendment No. 1 (File No. 333-186894) filed on May 28, 2013.

(10)(a) Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm

(b) Power of Attorney - Principal Officers and Directors of The Lincoln National Life Insurance Company

(11) Not applicable

(12) Not applicable

(13) Organizational Chart of the Lincoln National Insurance Holding Company System incorporated herein by reference to Post-Effective Amendment No. 2 on Form N-6 (File No. 333-181796) filed on August 6, 2013.

**Item 25. Directors and Officers of the Depositor**

The following list contains the officers and directors of The Lincoln National Life Insurance Company who are engaged directly or indirectly in activities relating to Lincoln Life Variable Annuity Account N as well as the contracts. The list also shows The Lincoln National Life Insurance Company's executive officers.

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Name	Positions and Offices with Depositor
Charles A. Brawley, III**	Senior Vice President, Associate General Counsel and Secretary
Ellen G. Cooper**	Executive Vice President, Chief Investment Officer and Director
Chuck C. Cornelio***	Executive Vice President, Chief Administrative Officer and Director
Jeffrey D. Coutts**	Senior Vice President and Treasurer
Randal J. Freitag**	Executive Vice President, Chief Financial Officer and Director
Dennis R. Glass**	President and Director
Mark E. Konen**	Executive Vice President and Director
Douglas N. Miller**	Senior Vice President, Chief Accounting Officer and Controller
Keith J. Ryan*	Vice President and Director

\*Principal business address is 1300 South Clinton Street, Fort Wayne, Indiana 46802

\*\*Principal business address is Radnor Financial Center, 150 Radnor Chester Road, Radnor, PA 19087

\*\*\*Principal business address is 100 North Greene Street, Greensboro, NC 27401

## Item 26. Persons Controlled by or Under Common Control with the Depositor or Registrant

See Exhibit 13: Organizational Chart of the Lincoln National Insurance Holding Company System.

## Item 27. Number of Contractowners

As of May 31, 2014 there were 237,438 contract owners under Account N.

## Item 28. Indemnification

### a) Brief description of indemnification provisions.

In general, Article VII of the By-Laws of The Lincoln National Life Insurance Company (Lincoln Life or Company) provides that Lincoln Life will indemnify certain persons against expenses, judgments and certain other specified costs incurred by any such person if he/she is made a party or is threatened to be made a party to a suit or proceeding because he/she was a director, officer, or employee of Lincoln Life, as long as he/she acted in good faith and in a manner he/she reasonably believed to be in the best interests of, or act opposed to the best interests of, Lincoln Life. Certain additional conditions apply to indemnification in criminal proceedings.

In particular, separate conditions govern indemnification of directors, officers, and employees of Lincoln Life in connection with suits by, or in the right of, Lincoln Life.

Please refer to Article VII of the By-Laws of Lincoln Life (Exhibit no. 6(b) hereto) for the full text of the indemnification provisions. Indemnification is permitted by, and is subject to the requirements of, Indiana law.

### b) Undertaking pursuant to Rule 484 of Regulation C under the Securities Act of 1933:

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the provisions described in Item 28(a) above or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer, or controlling person of the Registrant in the successful defense of any such action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

## Item 29. Principal Underwriter

(a) Lincoln Financial Distributors, Inc. ("LFD") currently serves as Principal Underwriter for: Lincoln National Variable Annuity Account C; Lincoln National Flexible Premium Variable Life Account D; Lincoln National Variable Annuity

Account E; Lincoln National Flexible Premium Variable Life Account F; Lincoln National Flexible Premium Variable Life Account G; Lincoln National Variable Annuity Account H; Lincoln Life & Annuity Variable Annuity Account H; Lincoln Life Flexible Premium Variable Life Account J; Lincoln Life Flexible Premium Variable Life Account K; Lincoln National Variable Annuity Account L; Lincoln Life &

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Annuity Variable Annuity Account L; Lincoln Life Flexible Premium Variable Life Account M; Lincoln Life & Annuity Flexible Premium Variable Life Account M; Lincoln Life Variable Annuity Account N; Lincoln New York Account N for Variable Annuities; Lincoln Life Variable Annuity Account Q; Lincoln Life Flexible Premium Variable Life Account R; LLANY Separate Account R for Flexible Premium Variable Life Insurance; Lincoln Life Flexible Premium Variable Life Account S; LLANY Separate Account S for Flexible Premium Variable Life Insurance; Lincoln Life Variable Annuity Account T; Lincoln Life Variable Annuity Account W; and Lincoln Life Flexible Premium Variable Life Account Y and Lincoln Life & Annuity Flexible Premium Variable Life Account Y; Lincoln Life Variable Annuity Account JF-H; Lincoln Life Variable Annuity Account JF-I; Lincoln Life Flexible Premium Variable Life Account JF-A; Lincoln Life Flexible Premium Variable Life Account JF-C; Lincoln Life Variable Annuity Account JL-A; Lincoln Life & Annuity Flexible Premium Variable Life Account JA-B; Lincoln Variable Insurance Products Trust; Lincoln Advisors Trust.

(b) Officers and Directors of Lincoln Financial Distributors, Inc.:

Name	Positions and Offices with Underwriter
Patrick J. Caulfield**	Vice President, Chief Compliance Officer and Senior Counsel
Jeffrey D. Coutts*	Senior Vice President and Treasurer
Wilford H. Fuller*	President, Chief Executive Officer and Director
Elizabeth M. O'Brien*	Director
Thomas P. O'Neill*	Senior Vice President, Chief Operating Officer and Director
Nancy A. Smith*	Secretary
Ronald W. Turpin***	Vice President and Interim Chief Financial Officer

\*Principal Business address is Radnor Financial Center, 150 Radnor Chester Road, Radnor, PA 19087

\*\*Principal Business address is 350 Church Street, Hartford, CT 06103

\*\*\*Principal Business address is 1300 S. Clinton Street, Fort Wayne, IN 46802

(c) N/A

### Item 30. Location of Accounts and Records

All accounts, books, and other documents, except accounting records, required to be maintained by Section 31a of the 1940 Act and the Rules promulgated thereunder are maintained by The Lincoln National Life Insurance Company, 1300 South Clinton Street, Fort Wayne, Indiana 46802. The accounting records are maintained by The Bank of New York Mellon, One Mellon Bank Center, 500 Grant Street, Pittsburgh, PA 15258.

### Item 31. Management Services

Not Applicable.

### Item 32. Undertakings

(a) Registrant undertakes that it will file a post-effective amendment to this registration statement as frequently as necessary to ensure that the audited financial statements in the registration statement are never more than 16 months old for so long as payments under the variable annuity contracts may be accepted.

(b) Registrant undertakes that it will include either (1) as part of any application to purchase a Certificate or an Individual Contract offered by the Prospectus, a space that an applicant can check to request a Statement of Additional Information, or (2) a post card or a similar written communication affixed to or included in the Prospectus that the applicant can remove to send for a Statement of Additional Information.

(c) Registrant undertakes to deliver any Statement of Additional Information and any financial statements required to be made available under this Form promptly upon written or oral request to Lincoln Life at the address or phone number listed in the Prospectus.

(d) The Lincoln National Life Insurance Company hereby represents that the fees and charges deducted under the contract, in the aggregate, are reasonable in relation to the services rendered, the expenses expected to be incurred, and the risks assumed by The Lincoln National Life Insurance Company.

(e) Registrant hereby represents that it is relying on the American Council of Life Insurance (avail. Nov. 28, 1988) no-action letter with respect to Contracts used in connection with retirement plans meeting the requirements of Section 403(b) of the Internal Revenue Code, and represents further that it will comply with the provisions of paragraphs (1) through (4) set forth in that no-action letter.

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## SIGNATURES

(a) As required by the Securities Act of 1933 and the Investment Company Act of 1940, the Registrant certifies that it meets the requirements of Securities Act Rule 485(b) for effectiveness of this Registration Statement and has caused this Post-Effective Amendment No. 3 to the Registration Statement to be signed on its behalf, in the City of Fort Wayne, and State of Indiana on this 1st day of July, 2014.

Lincoln Life Variable Annuity Account N (Registrant)

Lincoln ChoicePlus Assurance<sup>SM</sup> (Prime)

By:

/s/ Kimberly A. Genovese

Kimberly A. Genovese

Assistant Vice President, The Lincoln National Life Insurance Company

(Title)

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

(Depositor)

By:

/s/ Stephen R. Turer

Stephen R. Turer

(Signature-Officer of Depositor)

Vice President, The Lincoln National Life Insurance Company

(Title)

(b) As required by the Securities Act of 1933, this Amendment to the Registration Statement has been signed by the following persons in their capacities indicated on July 1, 2014.

Signature

\*

Dennis R. Glass

\*

Ellen Cooper

\*

Charles C. Cornelio

\*

Randal J. Freitag

\*

Mark E. Konen

\*

Keith J. Ryan

\*By: /s/ Kimberly A. Genovese

Kimberly A. Genovese

Title

President and Director (Principal Executive Officer)

Executive Vice President, Chief Investment Officer and Director

Executive Vice President, Chief Administrative Officer and Director

Executive Vice President, Chief Financial Officer and Director  
(Principal Financial Officer)

Executive Vice President and Director

Vice President and Director

Pursuant to a Power of Attorney

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AMENDMENT TO  
PARTICIPATION AGREEMENT

THIS AGREEMENT, effective as of May 1, 2005 ("Agreement") as amended and restated, is hereby amended and restated as of May 1, 2014, by and among The Lincoln National Life Insurance Company, an Indiana life insurance company ("Insurer"), AllianceBernstein L.P. (formerly Alliance Capital Management L.P., a Delaware limited partnership ("Adviser"), the investment adviser of the Fund referred to below; and AllianceBernstein Investments, Inc. (formerly AllianceBernstein Investment Research and Management, Inc.), a Delaware corporation ("Distributor" and together with Adviser, "Alliance"), the Fund's principal underwriter (collectively, the "Parties"),

WITNESSETH THAT:

WHEREAS, the Parties now desire to amend the Participation Agreement as follows:

To make shares of the Portfolios of the Fund made available by Distributor to serve as underlying investment media for variable annuity contracts and variable life insurance policies issued by Insurer listed in Schedule B ("Amendment to Schedule B").

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein, the Parties hereby amend the Participation Agreement as reflected in the attached Amendment to Schedule B.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their names and on their behalf by and through their duly authorized officers signing below.

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

By: /s/ Daniel R. Hayes  
Name: Daniel R. Hayes  
Title: Vice President

ALLIANCE BERNSTEIN L.P.

By: /s/ Emilie D. Wrapp  
Name: Emilie D. Wrapp  
Title: Assistant Secretary

ALLIANCEBERNSTEIN INVESTMENTS, INC.

By: /s/ Stephen J. Laffey  
Name: Stephen J. Laffey  
Title: Assistant Vice President

**Amendment to  
Schedule B  
As of May 1, 2014**

Insurer Contracts to which the Portfolios of the Fund are made available under this Agreement:

ChoicePlus Variable Annuity  
ChoicePlus Access  
ChoicePlus Bonus  
ChoicePlus II  
ChoicePlus II Access  
ChoicePlus II Bonus  
ChoicePlus II Advance  
ChoicePlus Assurance (B Share)  
ChoicePlus Assurance (B Class)  
ChoicePlus Assurance (C Share)  
ChoicePlus Assurance (Series)  
ChoicePlus Assurance (L Share)  
ChoicePlus Assurance (Bonus)  
ChoicePlus Assurance (A Share/Class)  
ChoicePlus Assurance<sup>SM</sup> (Prime)  
ChoicePlus Design  
ChoicePlus Fusion  
ChoicePlus<sup>SM</sup> Rollover  
ChoicePlus<sup>SM</sup> Signature  
Individual Multi-Fund<sup>®</sup> 1-4  
Individual Multi-Fund<sup>®</sup> Select  
Individual Multi-Fund<sup>®</sup> 5  
Investor Advantage<sup>SM</sup>  
Investor Advantage<sup>SM</sup> Fee-Based  
Investor Advantage<sup>SM</sup> RIA  
Group Multi-Fund<sup>®</sup>  
Group Variable Annuity (GVA) I, II, & III  
VULONE Elite  
VULONE 2005 Elite  
Momentum VULONE Elite  
Momentum VULONE 2005 Elite  
Momentum SVULONE Elite  
VUL<sup>CV</sup>  
VUL<sup>CV</sup> II  
VUL<sup>CV</sup> II Elite  
VULFlex  
VUL<sup>CV</sup> III Elite  
VUL<sup>CV</sup> IV Elite  
VUL<sup>DB</sup>  
VUL<sup>DB</sup> Elite  
VUL<sup>DB</sup> II Elite  
VUL<sup>DB</sup> IV Elite  
Money Guard  
SVUL II  
SVUL II Elite  
SVUL III Elite  
SVUL IV Elite  
SVULONE Elite  
CVUL III Elite

VULONE 2007 Elite  
VULone 2010  
SVULONE 2007 Elite  
Momentum VULONE 2007 Elite  
Momentum SVULONE 2007 Elite  
AssetEdge VUL Elite  
Momentum AssetEdge VUL Elite  
PreservationEdge SVUL Elite  
SVUL  
SVUL Elite  
Lincoln Corporate Variable 4  
Lincoln Corporate Variable 5  
Lincoln Corporate Variable Private Solutions  
Wells Fargo New Directions Core  
Wells Fargo New Directions Access  
Wells Fargo New Directions Access 4  
Individual Variable Annuity (f/k/a SEI)  
Individual Select Variable Annuity (f/k/a SEI)  
Director <sup>TM</sup>  
Lincoln American Legacy Retirement Group Annuity  
Private Placement VUL  
Lincoln Corporate Commitment VUL

**AMENDMENT TO FUND PARTICIPATION AGREEMENT  
BETWEEN  
DELAWARE VIP TRUST  
DELAWARE MANAGEMENT COMPANY  
DELAWARE DISTRIBUTORS, L.P.  
AND  
THE LINCOLN NATIONAL LIFE INSURANCE COMPANY**

This Amendment is made this 1st day of May, 2014, by and between Delaware VIP Trust (the "Trust"), Delaware Management Company, a series of Delaware Management Business Trust (the "Adviser"), Delaware Distributors, L.P. (the "Distributor") and The Lincoln National Life Insurance Company (the "Company").

**WITNESSETH:**

WHEREAS, the Trust, the Adviser, the Distributor and the Company entered into a Fund Participation Agreement dated May 1, 1996 (the "Agreement"); and

WHEREAS the parties have agreed to amend the Agreement to revise the list of variable annuity products and variable life policies investing in the funds on Schedule 2;

WHEREAS, the parties desire to memorialize the amendment to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and intending to be legally bound, the Agreement shall be amended as follows:

1. Schedule 2 of the Agreement is amended and replaced with the attached Schedule 2.
2. Except as provided herein, the terms and conditions contained in the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this Amendment as of the date set forth above.

**THE LINCOLN NATIONAL LIFE  
INSURANCE COMPANY**

By: /s/ Daniel R. Hayes

Name: Daniel R. Hayes  
Title: Vice President

**DELAWARE VIP TRUST**

By: /s/Patrick P. Coyne

Name: Patrick P. Coyne  
Title: President

**DELAWARE DISTRIBUTORS, L.P.**

By: /s/ J. Scott Coleman

Name: J. Scott Coleman  
Title: President

**DELAWARE MANAGEMENT COMPANY, a series of  
Delaware Management Business Trust**

By: /s/ Patrick P. Coyne

Name: Patrick P. Coyne  
Title: President



## Amendment to Schedule 2

Variable Annuity Contracts and Variable Life Insurance Policies  
Supported by Separate Accounts Listed on Schedule 1  
As of May 1, 2014

### Variable Annuity Contracts

Multi Fund® Individual Variable Annuity Contract (Registered and non-registered)  
Multi Fund® 5 Individual Variable Annuity Contract  
Multi Fund® 5 Retirement Annuity Contract  
Multi Fund® Select Individual Variable Annuity Contract  
Multi Fund® Variable Life Insurance Policy  
Multi Fund® Group Variable Annuity Contract  
Lincoln ChoicePlus Variable Annuity Contract  
Lincoln ChoicePlus Access Variable Annuity Contract  
Lincoln ChoicePlus Bonus Variable Annuity Contract  
Lincoln ChoicePlus II Variable Annuity Contract  
Lincoln ChoicePlus II Access Variable Annuity Contract  
Lincoln ChoicePlus II Bonus Variable Annuity Contract  
Lincoln ChoicePlus II Advance Variable Annuity Contract  
Lincoln ChoicePlus Assurance (A Share/Class)  
Lincoln ChoicePlus Assurance (B Share)  
Lincoln ChoicePlus Assurance (B Class)  
Lincoln ChoicePlus Assurance (C Share)  
Lincoln ChoicePlus Assurance (L Share)  
Lincoln ChoicePlus Assurance (Bonus)  
Lincoln ChoicePlus Assurance (Prime)  
Lincoln ChoicePlus Assurance (Series)  
Lincoln ChoicePlus Design  
Lincoln ChoicePlus Fusion  
Lincoln ChoicePlus Momentum Income Option  
Lincoln ChoicePlus Rollover  
Lincoln ChoicePlus Signature  
Lincoln InvestmentSolutions  
Lincoln Investor Advantage<sup>SM</sup>  
Lincoln Investor Advantage<sup>SM</sup> Fee-Based  
Lincoln Investor Advantage<sup>SM</sup> RIA  
eAnnuity<sup>TM</sup> Variable Annuity Contract  
Group Variable Annuity (GVA) I, II, III  
New Directions Core  
New Directions Access  
New Directions Access 4  
Individual Variable Annuity B Share  
Individual Variable Annuity C Share  
Lincoln Life Director<sup>TM</sup>  
Lincoln American Legacy Retirement Group Variable Annuity

### Variable Life Insurance Policies

Lincoln VUL I Variable Universal Life Insurance Policy  
Lincoln VUL<sup>DB</sup> Variable Universal Life Insurance Policy  
Lincoln VUL<sup>DB</sup> II Variable Universal Life Insurance Policy  
Lincoln VUL<sup>DB</sup> IV Variable Universal Life Insurance Policy  
Lincoln VUL<sup>CV</sup> Variable Universal Life Insurance Policy  
Lincoln VUL<sup>CV</sup> II Variable Universal Life Insurance Policy

Lincoln VULFlex Variable Universal Life Insurance Policy  
Lincoln VUL<sup>CV</sup> III Variable Universal Life Insurance Policy  
Lincoln VUL<sup>CV</sup> IV Variable Universal Life Insurance Policy  
Lincoln VUL<sup>ONE</sup> Variable Universal Life Insurance Policy  
Lincoln VUL<sup>ONE</sup> 2005 Variable Universal Life Insurance Policy  
Lincoln VUL<sup>ONE</sup> 2007 Variable Universal Life Insurance Policy  
Lincoln Momentum VUL<sup>ONE</sup> Variable Universal Life Insurance Policy  
Lincoln Momentum VUL<sup>ONE</sup> 2005 Variable Universal Life Insurance Policy  
Lincoln Momentum VUL<sup>ONE</sup> 2007 Variable Universal Life Insurance Policy  
Lincoln Momentum SVUL<sup>ONE</sup> Variable Universal Life Insurance Policy  
Lincoln Momentum SVUL<sup>ONE</sup> 2007 Variable Universal Life Insurance Policy  
Lincoln Money Guard Variable Universal Life Policy  
Lincoln SVUL Variable Universal Life Insurance Policy  
Lincoln SVUL I Variable Universal Life Insurance Policy  
Lincoln SVUL II Variable Universal Life Insurance Policy  
Lincoln SVUL III Variable Universal Life Insurance Policy  
Lincoln SVUL IV Variable Universal Life Insurance Policy  
Lincoln SVUL<sup>ONE</sup> Variable Universal Life Insurance Policy  
Lincoln SVUL<sup>ONE</sup> 2007 Variable Universal Life Insurance Policy  
Lincoln VUL<sup>ONE</sup> 2010  
Lincoln CVUL Variable Universal Life Insurance Policy  
Lincoln CVUL Series III Variable Universal Life Insurance Policy  
Lincoln Corporate Variable 4  
Lincoln Corporate Variable 5  
Lincoln Corporate Variable Private Solutions  
Lincoln Ensemble Accumulator VUL  
Lincoln Ensemble Protector VUL  
Lincoln Ensemble II VUL  
Lincoln Ensemble III  
Lincoln Ensemble Exec VUL 2006  
Lincoln Ensemble Exec  
Lincoln Ensemble SVUL  
AssetEdge VUL  
AssetEdge SVUL  
Lincoln Corporate Commitment Variable Universal Life  
Pilot Classic Variable Annuity  
Pilot Elite Variable Annuity  
Allegiance Variable Annuity  
Private Placement Variable Universal Life



**Amendment No. 13 to Participation Agreement**  
Franklin Templeton Variable Insurance Products Trust  
Franklin/Templeton Distributors, Inc.  
The Lincoln National Life Insurance Company  
Lincoln Financial Distributors, Inc.

Franklin Templeton Variable Insurance Products Trust (the "Trust"), Franklin/Templeton Distributors, Inc. (the "Underwriter," and together with the Trust, "we," "our," or "us"), The Lincoln National Life Insurance Company (the "Company" "you" or "your"), and Lincoln Financial Distributors, Inc., your distributor on your behalf and on behalf of certain Accounts, (individually a "Party", collectively, the "Parties") have previously entered into a Participation Agreement dated May 1, 2000, and subsequently amended May 1, 2000, July 15, 2001, August 1, 2002, May 1, 2003, May 2, 2005, April 1, 2006, June 1, 2006, October 1, 2006, May 1, 2007, July 21, 2008, December 10, 2009 and August 16, 2010 (the "Agreement"). The Parties now desire to amend the Agreement by this amendment (the "Amendment"). Unless otherwise indicated, the terms defined in the Agreement shall have the same meaning in this Amendment.

**A M E N D M E N T**

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Section 4.4 and Section 6 of the Agreement are amended and restated in their entirety as set forth in Attachment A to this Amendment.
2. Schedule C of the Agreement is deleted and replaced in its entirety with the Schedule C attached hereto.
3. All other terms and provisions of the Agreement not amended herein shall remain in full force and effect.

IN WITNESS WHEREOF, each of the parties has caused its duly authorized officers to execute this Amendment effective as of May 1, 2014.

The Trust:  
*Only on behalf of  
each Portfolio listed  
on Schedule C of  
the Agreement.*

FRANKLIN TEMPLETON VARIABLE INSURANCE PRODUCTS TRUST

By: /s/ Karen L. Skidmore  
Name: Karen L. Skidmore  
Title: Vice President

The Underwriter:

FRANKLIN/TEMPLETON DISTRIBUTORS, INC.

By: /s/ Christopher Felchin  
Name: Christopher Felchin  
Title: Vice President

The Company:

THE LINCOLN NATIONAL LIFE INSURANCE COMPANY

By: /s/ Daniel R. Hayes  
Name: Daniel R. Hayes  
Title: Vice President

The Distributor:

LINCOLN FINANCIAL DISTRIBUTORS, INC.

By: /s/ Thomas O'Neill  
Name: Thomas O'Neill  
Title: SVP, COO, Head of Financial Institutions Group



## **Attachment A to Amendment to Participation Agreement**

### **4. Fees, Expenses, Prospectuses, Proxy Materials and Reports**

4.4 “Designated Portfolio Document” means the following documents we create with respect to each Portfolio and provide to you: (1) a Portfolio’s prospectus, including a summary prospectus (together, “Prospectus”) if the Trust chooses to create one for a Portfolio and we and you have signed the necessary Participation Agreement Addendum; (2) its annual report to shareholders; (3) its semi-annual report to shareholders; (4) amendments or supplements to any of the foregoing if we direct you to deliver them to Contract owners; and (5) other shareholder communications including, without limitation, proxy statements, if we direct you to deliver them to Contract owners.

“Document Event” means (1) with respect to the Prospectus, the effectiveness of a new annual post-effective amendment to the Prospectus to update financial statements and make other disclosure changes or other post-effective amendment to the Prospectus; (2) with respect to the Trust’s annual report and semi-annual reports to shareholders, the Trust’s creation of reports intended to satisfy the requirements of Section 30(a) of the 1940 Act applicable to the Trust; or (3) with respect to amendments or supplements to any of the foregoing or other shareholder communications, the Trust’s creation of such documents and provision of them to you.

“Printing Expenses” means expenses of the physical creation of Designated Portfolio Documents, and not of their distribution to Contract owners (including, without limitation, mailing and postage expenses) or the provision of other services.

Each time there is a Document Event with respect to a Designated Portfolio Document we shall, at your option, provide you with one of the following:

- (1) one copy of the applicable Designated Portfolio Document for each Contract owner with investments allocated to a subaccount corresponding to the Portfolio before the date of the Designated Portfolio Document (the “Contract Owner Recipients”); or
- (2) a copy suitable for reproduction of such Designated Portfolio Document, in which case we will reimburse you, as provided below under “Reimbursement Procedures,” for Printing Expenses you incur to create Designated Portfolio Documents in sufficient quantity so that one such Designated Portfolio Document is available for you to have delivered to each Contract Owner Recipient.

#### **Reimbursement Procedures**

**Routine Reimbursements.** Within six months following the delivery date of the Designated Portfolio Document (“Delivery Date”), we must receive your request for reimbursement and: (i) a statement of the number of Contract Owner Recipients; (ii) copies of all printing company invoices applicable to the Printing Expenses that you request we reimburse; (iii) a description of the methodology used to determine the amount of reimbursement requested; and (iv) your representation that the reimbursement request covers only Printing Expenses covered by Section 4.4 of this Agreement; the date we have received all these items is the “Request Date.” If we are able to validate your request based on the information you provided as well as, among other things we believe to be appropriate, our analysis of your previous reimbursement requests, if applicable, and/or third party industry benchmarking information, then we will reimburse you within sixty days of the Request Date.

**Reimbursements requiring additional information.** If we cannot validate your reimbursement request based on the information you have provided to us and our analysis described in the preceding paragraph, then we will request additional information from you and work with you to validate your request.

**Expenses not subject to reimbursement.** We will not reimburse expenses related to: (1) creation or provision of any Designated Portfolio Document for or to a person who is not a Contract Owner Recipient of such document; (2) creation or provision of any Designated Portfolio Document to a person accompanying, or at the time of the delivery of, a confirmation of their purchase of or exchange into subaccount shares

corresponding to a Portfolio; (3) posting any Designated Portfolio Document on your website; or (4) electronic filing of Designated Portfolio Documents or other documents with the Securities and Exchange Commission (using its EDGAR or other system).

Statement of Additional Information. We shall provide you with a copy of the Trust's current statement of additional information, including any amendments or supplements to it ("SAI), in a form suitable for reproduction , but we will not pay Printing Expenses or other expenses with respect to the SAI.

## **6. Sales Material, Information and Trademarks**

6.1 "Sales Literature/ Promotional Material" includes, but is not limited to, portions of the following that use any logo or other trademark related to the Trust, or Underwriter or its affiliates, or refer to the Trust: advertisements (such as material published or designed for use in a newspaper, magazine or other periodical, radio, television, telephone or tape recording, videotape display, signs or billboards, motion pictures, web-sites and other electronic communications or other public media), sales literature (*i.e.*, any written communication distributed or made generally available to customers or the public, including brochures, circulars, research reports, market letters, form letters, seminar texts, reprints or excerpts or any other advertisement, sales literature or published article or electronic communication), educational or training materials or other communications distributed or made generally available to some or all agents or employees in any media, and disclosure documents, shareholder reports and proxy materials. "Disclosure Documents" shall mean each item of the following if prepared, approved or used by you and relating to a Contract, an Account, or a Portfolio, and any amendments or revisions to such document: registration statements, prospectuses, statements of additional information, private placement memoranda, retirement plan disclosure information or other disclosure documents or similar information, as well as any solicitation for voting instructions.

6.2 You may use the name of the Trust and trademarks and the logo of the Underwriter in Sales Literature/ Promotional Material as reasonably necessary to carry out your performance and obligations under this Agreement provided that you comply with the provisions of this Agreement. You agree to abide by any reasonable use guidelines regarding use of such trademarks and logos that we may give from time to time. You shall, as we may request from time to time, promptly furnish, or cause to be furnished to us or our designee, one complete copy of each item of the following: (i) Sales Literature/ Promotional Material prepared, approved or used by you; and (ii) Disclosure Documents.

6.3 You and your agents shall not give any information or make any representations or statements on behalf of the Trust or concerning the Trust, the Underwriter or an Adviser, other than information or representations contained in and accurately derived from the registration statement or prospectus for the Trust shares (as such registration statement and prospectus may be amended or supplemented from time to time), annual and semi-annual reports of the Trust, Trust-sponsored proxy statements, or in Sales Literature/Promotional Material created by us for the Trust and provided by the Trust or its designee to you, except as required by legal process or regulatory authorities or with the written permission of the Trust or its designee.

6.4 You agree, represent and warrant that you are solely responsible for any Sales Literature/ Promotional Material prepared by you and that such material will: (a) conform to all requirements of any applicable laws or regulations of any government or authorized agency having jurisdiction over the offering or sale of shares of the Portfolios or Contracts; (b) be solely based upon and not contrary to or inconsistent with the written information or materials provided to you by us or a Portfolio, including the Trust's prospectus and statement of additional information; and (c) be made available promptly to us upon our request. You agree to file any Sales Literature/Promotional Material prepared by you with FINRA, or other applicable legal or regulatory authority, within the timeframes that may be required from time to time by FINRA or such other legal or regulatory authority. Unless otherwise expressly agreed to in writing, it is understood that we will neither review nor approve for use any materials prepared by you and will not be materially involved in the preparation of, or have any responsibility for, any such materials prepared by you. You are not authorized to modify or translate any materials we have provided to you.

6.5 You shall promptly notify us of any written customer complaint or notice of any regulatory investigation or proceeding received by you relating to any Sales Literature/Promotional Material under which reference to a Portfolio or to the Trust is the principle subject of the complaint, investigation or proceeding.

6.6 Other than naming you as a Trust shareholder, we shall not give any information or make any representations or statements on behalf of you or concerning you, the Accounts or the Contracts other than information or

representations contained in and accurately derived from Disclosure Documents (as such Disclosure Documents may be amended or supplemented from time to time), or in materials approved by you for distribution, including Sales Literature/Promotional Material, except as required by legal process or regulatory authorities or with your written permission.

6.7 Except as provided in Section 6.2, you shall not use any designation comprised in whole or part of the names or marks “Franklin” or “Templeton” or any logo or other trademark relating to the Trust or the Underwriter without prior written consent, and upon termination of this Agreement for any reason, you shall cease all use of any such name or mark as soon as reasonably practicable.

6.8 You shall furnish to us within a reasonable time after the first submission to the SEC or its staff, any request or filing for no-action assurance or exemptive relief naming, pertaining to, or affecting, the Trust, the Underwriter or any of the Portfolios.

6.9 You agree that any posting of Designated Portfolio Documents on your website or use of Designated Portfolio Documents in any other electronic format will result in the Designated Portfolio Documents: (i) appearing identical to the hard copy printed version or .pdf format file provided to you by us (except that you may reformat .pdf format prospectus files in order to delete blank pages and to insert .pdf format prospectus supplement files provided by us to you); (ii) being clearly associated with the particular Contracts in which they are available and posted in close proximity to the applicable Contract prospectuses; (iii) having no less prominence than prospectuses of any other underlying funds available under the Contracts; (iv) in compliance with any statutory prospectus delivery requirements and (v) being used in an authorized manner. Notwithstanding the above, you understand and agree that you are responsible for ensuring that participation in the Portfolios, and any website posting, or other use, of the Designated Portfolio Documents is in compliance with this Agreement and applicable state and federal securities and insurance laws and regulations, including as they relate to paper or electronic delivery or use of fund prospectuses. We reserve the right to inspect and review your website if any Designated Portfolio Documents and/or other Trust documents are posted on your website and you shall, upon our reasonable request, provide us timely access to your website materials to perform such inspection and review.

In addition, you agree to be solely responsible for maintaining and updating the Designated Portfolio Documents’ .pdf files and removing and/or replacing promptly any outdated prospectuses and other documents, as necessary, ensuring that any accompanying instructions by us, for using or stopping use, are followed. You agree to designate and make available to us a person to act as a single point of communication contact for these purposes. We are not responsible for any additional costs or additional liabilities that may be incurred as a result of your election to place the Designated Portfolio Documents on your website. We reserve the right to revoke this authorization, at any time and for any reason, although we may instead make our authorization subject to new procedures.

6.10 Each of your registered representatives and employees, as applicable, will have access to our websites at franklintempleton.com, and such other URLs through which we may permit you to conduct business concerning the Portfolios from time to time (referred to collectively as the “Site”) as provided herein: (i) upon registration by such individual on a Site, (ii) if you cause a Site Access Request Form (an “Access Form”) to be signed by your authorized supervisory personnel and submitted to us, as a Schedule to, and legally a part of, this Agreement, or (iii) if you provide such individual with the necessary access codes or other information necessary to access the Site through any generic or firm-wide authorization we may grant you from time to time. Upon receipt by us of a completed registration submitted by an individual through the Site or a signed Access Form referencing such individual, we shall be entitled to rely upon the representations contained therein as if you had made them directly hereunder and we will issue a user identification, express number and/or password (collectively, “Access Code”). Any person to whom we issue an Access Code or to whom you provide the necessary Access Codes or other information necessary to access the Site through any generic or firm-wide authorization we may grant you from time to time shall be an “Authorized User.”

We shall be entitled to assume that such person validly represents you and that all instructions received from such person are authorized, in which case such person will have access to the Site, including all services and information to which you are authorized to access on the Site. All inquiries and actions initiated by you (including your Authorized Users) are your responsibility, are at your risk and are subject to our review and approval (which could cause a delay in processing). You agree that we do not have a duty to question information or instructions you (including Authorized Users) give to us under this Agreement, and that we are entitled to treat as authorized, and act upon, any such instructions and information you submit to us. You agree to take all reasonable measures to prevent any individual other than an Authorized User from obtaining access to the Site. You agree to inform us if you wish to restrict or revoke the access of any individual Access Code. If you become aware of any loss or theft or unauthorized use of any Access Code, you agree to contact us immediately. You also agree that you will comply with all policies and agreements concerning Site usage, including without limitation the Terms of Use Agreement(s) posted on the Site (“Site Terms”), as may be revised and reposted on the Site from time to time, and

those Site Terms (as in effect from time to time) are a part of this Agreement. Your duties under this section are considered “services” required under the terms of this Agreement. You acknowledge that the Site is transmitted over the Internet on a reasonable efforts basis and we do not warrant or guarantee their accuracy, timeliness, completeness, reliability or non-infringement. Moreover, you acknowledge that the Site is provided for informational purposes only, and is not intended to comply with any requirements established by any regulatory or governmental agency.

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## Schedule C

### Available Portfolios and Classes of Shares of the Trust

1. Franklin Income VIP Fund, Classes 1 and 2
2. Franklin Rising Dividends VIP Fund, Class 1
3. Franklin Small Cap Value VIP Fund, Class 2
4. Franklin Small-Mid Cap Growth VIP Fund, Classes 1 and 2
5. Franklin Mutual Shares VIP Fund, Classes 1 and 2
6. Templeton Foreign VIP Fund, Classes 1 and 2
7. Templeton Global Bond VIP Fund, Classes 1 and 2
8. Templeton Growth VIP Fund, Classes 1 and 2
9. Franklin Founding Funds Allocation VIP Fund-Classes 1 and 2
10. Franklin Income VIP Fund - Class 4
11. Franklin Mutual Shares VIP Fund - Class 4
12. Franklin Rising Dividends VIP Fund - Classes 1 and 4
13. Franklin Small Cap Value VIP Fund - Classes 1 and 4
14. Franklin Small-Mid Cap Growth VIP Fund - Class 4
15. Templeton Foreign VIP Fund – Class 4
16. Templeton Global Bond VIP Fund - Class 4

In addition to portfolios and classes of shares listed above, any additional Portfolios and classes of shares other than Class 3 shares are included in this Schedule C listing provided that:

- (1) the General Counsel of Franklin Templeton Investments receives from a person authorized by you a written notice in the form attached (which may be electronic mail or sent by electronic mail) (“Notice”) identifying this Agreement as provided in the Notice and specifying: (i) the names and classes of shares of additional Portfolios that you propose to offer as investment options of the Separate Accounts under the Contracts; and (ii) the date that you propose to begin offering Separate Account interests investing in the additional Portfolios under the Contracts; and
- (2) we do not within ten (10) Business Days following receipt of the Notice send you a writing (which may be electronic mail) objecting to your offering such Separate Accounts investing in the additional Portfolios and classes of shares under the Contracts.

Provided that we do not object as provided above, your Notice shall amend, supplement and become a part of this Schedule C and the Agreement.

**FORM OF NOTICE PURSUANT TO SCHEDULE C OF PARTICIPATION AGREEMENT**

To: General Counsel c/o  
Linda Lai (Llai@frk.com;) or Kevin Kirchoff (kkircho@frk.com)  
Fax: 650 525-7059  
Franklin Templeton Investments  
1 Franklin Parkway,  
Bldg. 920, 2<sup>nd</sup> Floor  
San Mateo, CA 94402

With respect to the following agreement(s) (collectively, the "Agreement")  
(please reproduce and complete table for multiple agreements):

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**Date of Participation Agreement:**

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**Insurance Company(ies):**

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**Insurance Company Distributor(s):**

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As provided by Schedule C of the Agreement, this Notice proposes to Franklin Templeton Variable Insurance Products Trust, and Franklin/Templeton Distributors, Inc. the addition as of the offering date(s) listed below of the following Portfolios as additional investment options listed on Schedule C:

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<b>Names and Classes of Shares of Additional Portfolios</b>	<b>Offering Date(s)</b>
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Listing of current classes for your reference:

- Class 1 (no 12b-1 fee);
- Class 2 (12b-1 fee of 25 bps); or
- Class 4 (12b-1 fee of 35 bps).

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**Name and title of authorized person of insurance company:**  
**Contact Information:**



## FIRST AMENDMENT TO PARTICIPATION AGREEMENT

This First Amendment to Participation Agreement (“Amendment”) is entered into by and among **Legg Mason Investor Services, LLC** (the “Distributor”), **Legg Mason Partners Variable Equity Trust** and **Legg Mason Partners Variable Income Trust** (each a “Fund”, collectively the “Funds”), **Legg Mason Partners Fund Advisor, LLC** (the “Adviser”) and **The Lincoln National Life Insurance Company** (the “Company”), collectively (the “Parties”).

**WHEREAS**, the Parties entered into a Participation Agreement dated November 1, 2013, (the “Agreement”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Agreement;

**WHEREAS**, the Parties desire to amend the Agreement;

**NOW, THEREFORE**, in consideration of these premises and the terms and conditions set forth herein, the parties agree as follows:

1. Schedule B of this Amendment, attached hereto, supersedes and replaces in its entirety the Schedule B of the Agreement.
2. **Other Terms.** Other than the foregoing, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are ratified and confirmed in all respects by the parties to this Amendment.

For the purpose of referring to this Amendment, the date of this Amendment shall be the date of acceptance by Legg Mason Investor Services, LLC.

### Legg Mason Investor Services, LLC

By: /s/ Jeremiah O’Shea  
Name: Jeremiah O’Shea  
Title: Managing Director  
Date: 4/17/14

### The Lincoln National Life Insurance Company

By: /s/ Daniel R. Hayes  
Name: Daniel R. Hayes  
Title: Vice President  
Date: 4/25/14

### Legg Mason Partners Variable Equity Trust

By: /s/ Kenneth Fuller  
Name: Kenneth Fuller  
Title: President  
Date: 4/21/14

### Legg Mason Partners Variable Income Trust

By: /s/ Kenneth Fuller  
Name: Kenneth Fuller  
Title: President  
Date: 4/21/14

### Legg Mason Partners Fund Advisor, LLC

By: /s/ Kenneth Fuller  
Name: Kenneth Fuller  
Title: President  
Date: 4/21/14



**Schedule A**  
**Separate Accounts**

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**Separate Accounts**

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Lincoln Life Flexible Premium Variable Life Account S

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Lincoln Life Flexible Premium Variable Life Account Z

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Lincoln Life Variable Annuity Account N

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**SCHEDULE B**

**PORTFOLIOS AVAILABLE UNDER THE CONTRACTS**

**Legg Mason Partners Variable Equity Trust Portfolios**

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ClearBridge Variable Series Portfolios Class I & II

Legg Mason BW Absolute Return Opportunities VIT Class I & II

**AMENDMENT TO FUND PARTICIPATION AGREEMENT**

This Amendment to the Fund Participation Agreement (“Agreement”) dated the 1<sup>st</sup> day of May, 2003, by and between Lincoln Variable Insurance Products Trust, an open-end management investment company organized as a Delaware statutory trust (the “Trust”), and The Lincoln National Life Insurance Company, an Indiana insurance company (the “Company”) is effective as of May 1, 2014.

**AMENDMENT**

WHEREAS, the parties wish to amend Schedule 2 to the Agreement and replace it in its entirety.

NOW, THEREFORE, in consideration of their mutual promises, the Company and the Trust agree to amend the Agreement as follows:

1. Schedule 2 of this Agreement shall be deleted and replaced with the attached Schedule 2.
2. All other terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed in its name and behalf by its duly authorized officer on the date specified below.

**LINCOLN VARIABLE INSURANCE PRODUCTS TRUST**

Date: April 15, 2014

By: /s/ Kevin J. Adamson  
Kevin J Adamson  
Vice President

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**THE LINCOLN NATIONAL LIFE INSURANCE COMPANY**

Date: April 15, 2014

By: /s/ William P. Flory, Jr.  
William P. Flory, Jr.  
Vice President

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## **SCHEDULE 2**

Funds  
As of May 1, 2014

### **Fund Name**

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LVIP American Balanced Allocation Fund  
LVIP American Century VP Mid Cap Value RPM Fund  
LVIP American Global Growth Fund  
LVIP American Global Small Capitalization Fund  
LVIP American Growth Fund  
LVIP American Growth-Income Fund  
LVIP American Growth Allocation Fund  
LVIP American Income Allocation Fund  
LVIP American International Fund  
LVIP American Preservation Fund  
LVIP AQR Enhanced Global Strategies Fund  
LVIP Baron Growth Opportunities Fund  
LVIP BlackRock Emerging Markets RPM Fund  
LVIP BlackRock Equity Dividend RPM Fund  
LVIP BlackRock Global Allocation V.I. RPM Fund  
LVIP BlackRock Inflation Protected Bond Fund  
LVIP BlackRock Multi-Asset Income Fund  
LVIP Capital Growth Fund  
LVIP Clarion Global Real Estate Fund  
LVIP ClearBridge Variable Appreciation RPM Fund  
LVIP Columbia Small-Mid Cap Growth RPM Fund  
LVIP Delaware Bond Fund  
LVIP Delaware Diversified Floating Rate Fund  
LVIP Delaware Foundation Aggressive Allocation Fund  
LVIP Delaware Foundation Conservative Allocation Fund  
LVIP Delaware Foundation Moderate Allocation Fund  
LVIP Delaware Growth and Income Fund  
LVIP Delaware Social Awareness Fund  
LVIP Delaware Special Opportunities Fund  
LVIP Dimensional U.S. Equity Fund  
LVIP Dimensional Non-U.S. Equity Fund  
LVIP Dimensional/Vanguard Total Bond Fund  
LVIP Franklin Mutual Shares VIP RPM Fund  
LVIP Franklin Templeton Multi-Asset Opportunities Fund  
LVIP Global Income Fund  
LVIP Goldman Sachs Income Builder Fund  
LVIP Invesco Diversified Equity-Income RPM Fund  
LVIP Invesco V.I. Comstock RPM Fund  
LVIP JPMorgan Mid Cap Value RPM Fund  
LVIP JPMorgan High Yield Fund  
LVIP Managed Risk American Balanced Allocation Fund  
LVIP Managed Risk American Growth Allocation Fund  
LVIP Managed Risk Profile Conservative Fund  
LVIP Managed Risk Profile Moderate Fund  
LVIP Managed Risk Profile Growth Fund  
LVIP Managed Risk Profile 2010 Fund  
LVIP Managed Risk Profile 2020 Fund  
LVIP Managed Risk Profile 2030 Fund  
LVIP Managed Risk Profile 2040 Fund  
LVIP Managed Risk Profile 2050 Fund  
LVIP MFS International Growth Fund

LVIP MFS International Growth RPM Fund  
LVIP MFS Value Fund  
LVIP Mid-Cap Value Fund  
LVIP Mondrian International Value Fund  
LVIP Money Market Fund  
LVIP Multi-Manager Global Equity RPM Fund  
LVIP PIMCO Low Duration Bond Fund  
LVIP SSgA Bond Index Fund  
LVIP SSgA Conservative Index Allocation Fund  
LVIP SSgA Conservative Structured Allocation Fund  
LVIP SSgA Developed International 150 Fund  
LVIP SSgA Emerging Markets 100 Fund  
LVIP SSgA Global Tactical Allocation RPM Fund  
LVIP SSgA International Index Fund  
LVIP SSgA International RPM Fund  
LVIP SSgA Large Cap 100 Fund  
LVIP SSgA Large Cap RPM Fund  
LVIP SSgA Moderate Index Allocation Fund  
LVIP SSgA Moderate Structured Allocation Fund  
LVIP SSgA Moderately Aggressive Index Allocation Fund  
LVIP SSgA Moderately Aggressive Structured Allocation Fund  
LVIP SSgA S&P 500 Index Fund  
LVIP SSgA Small-Cap RPM Fund  
LVIP SSgA Small-Cap Index Fund  
LVIP SSgA Small-Mid Cap 200 Fund  
LVIP T. Rowe Price Growth Stock Fund  
LVIP T. Rowe Price Structured Mid-Cap Growth Fund  
LVIP Templeton Growth RPM Fund  
LVIP UBS Large Cap Growth RPM Fund  
LVIP Vanguard Domestic Equity ETF Fund  
LVIP Vanguard International Equity ETF Fund  
LVIP VIP Contrafund® RPM Portfolio  
LVIP VIP Mid Cap RPM Portfolio

## Consent of Ernst & Young LLP, Independent Registered Public Accounting Firm

We consent to the reference to our firm under the caption "Independent Registered Public Accounting Firm" in Post-Effective Amendment No. 2 to the 1933 Act Registration Statement (Form N-4 No. 333-186894) pertaining to Lincoln Life Variable Annuity Account N, which is incorporated by reference into Post-Effective Amendment No. 3 to the 1933 Act Registration Statement (Form N-4 No. 333-186894) and Amendment No. 410 to the 1940 Act Registration Statement (Form N-4 No. 811-08517), and to the use therein of our reports dated (a) April 1, 2014, with respect to the consolidated financial statements of The Lincoln National Life Insurance Company and (b) April 1, 2014, with respect to the financial statements of Lincoln Life Variable Annuity Account N for the registration of interests in a separate account under individual flexible payment deferred variable annuity contracts.

/s/ Ernst & Young LLP

Philadelphia, Pennsylvania  
July 1, 2014



## POWER OF ATTORNEY

We, the undersigned directors and/or officers of The Lincoln National Life Insurance Company, hereby constitute and appoint Delson R. Campbell, Scott C. Durocher, Kimberly A. Genovese, Daniel P. Herr, Donald E. Keller, Brian A. Kroll, Eric S. Levy, John L. Reizian, Lawrence A. Samplatsky, Stephen R. Turer and John D. Weber, individually, our true and lawful attorneys-in-fact, with full power to each of them to sign for us, in our names and in the capacities indicated below, any Registration Statements and any and all amendments to Registration Statements; including exhibits, or other documents filed on Forms N-6 or N-4 or any successors or amendments to these Forms, filed with the Securities and Exchange Commission, under the Securities Act of 1933 and/or Securities Act of 1940, on behalf of the Company in its own name or in the name of one of its Separate Accounts, hereby ratifying and confirming our signatures as they may be signed by any of our attorneys-in-fact to any such amendments to said Registration Statements as follows:

### **Variable Life Insurance Separate Accounts:**

Lincoln Life Flexible Premium Variable Life Account D: File No. 033-00417; 811-04592  
Lincoln Life Flexible Premium Variable Life Account F: File No. 033-14692, 333-40745; 811-05164  
Lincoln Life Flexible Premium Variable Life Account G: File No. 033-22740; 811-05585  
Lincoln Life Flexible Premium Variable Life Account J: File No. 033-76434; 811-08410  
Lincoln Life Flexible Premium Variable Life Account K: File No. 033-76432; 811-08412  
Lincoln Life Flexible Premium Variable Life Account M: File No. 333-82663, 333-84360, 333-42479, 333-54338, 333-84370, 333-63940, 333-111137, 333-111128, 333-118478, 333-118477, 333-145090, 333-139960, 333-146507; 333-181796; 333-191329; 333-192303; 811-08557  
Lincoln Life Flexible Premium Variable Life Account R: File No. 333-43107, 333-33782, 333-90432, 333-115882, 333-125792, 333-125991, 333-145235, 333-145239; 333-188891; 811-08579  
Lincoln Life Flexible Premium Variable Life Account S: File No. 333-72875, 333-104719, 333-125790; 811-09241  
Lincoln Life Flexible Premium Variable Life Account Y: File No. 333-81884, 333-81882, 333-90438, 333-118482, 333-118481, 333-115883; 333-156123; 811-21028  
Lincoln Life Flexible Premium Variable Life Account JF-A: File No. 333-144268, 333-144269, 333-144271, 333-144272; 333-144273, 333-144274, 333-144275; 811-04160  
Lincoln Life Flexible Premium Variable Life Account JF-C: File No. 333-144270, 333-144264; 811-08230

### **Variable Annuity Separate Accounts:**

Lincoln National Variable Annuity Fund A: File No. 002-26342, 002-25618; 811-01434  
Lincoln National Variable Annuity Account C: 033-25990, 333-50817, 333-68842, 333-112927; 333-179107; 811-03214  
Lincoln National Variable Annuity Account E: 033-26032; 811-04882  
Lincoln National Variable Annuity Account H: 033-27783, 333-18419, 333-35780, 333-35784, 333-61592, 333-63505, 333-135219; 333-170695; 333-175888; 333-181615; 811-05721  
Lincoln National Variable Annuity Account L: 333-04999; 333-187072; 333-187069; 333-187070; 333-187071; 811-07645  
Lincoln Life Variable Annuity Account N: 333-40937, 333-36316, 333-36304, 333-61554, 333-135039, 333-138190, 333-149434; 333-170529; 333-170897; 333-172328; 333-174367; 333-181612; 333-186894; 333-193272; 333-193273; 333-193274; 811-08517  
Lincoln Life Variable Annuity Account Q: 333-43373; 811-08569  
Lincoln Life Variable Annuity Account T: 333-32402, 333-73532; 811-09855  
Lincoln Life Variable Annuity Account W: 333-52572, 333-52568, 333-64208; 811-10231  
Lincoln Life Variable Annuity Account JL-A: File No. 333-141888; 811-02188  
Lincoln Life Variable Annuity Account JF-I: File No. 333-144276, 333-144277; 811-09779  
Lincoln Life Variable Annuity Account JF-II: File No. 333-144278; 811-08374

Except as otherwise specifically provided herein, the power-of-attorney granted herein shall not in any manner revoke in whole or in part any power-of-attorney that each person whose signature appears below has previously executed. This power-of-attorney shall not be revoked by any subsequent power-of-attorney each person whose signature appears below may execute, unless such subsequent power specifically refers to this power-of-attorney or specifically states that the instrument is intended to revoke all prior general powers-of-attorney or all prior powers-of-attorney.

This Power-of-Attorney may be executed in separate counterparts each of which when executed and delivered shall be an original; but all such counterparts shall together constitute one and the same instrument. Each counterpart may consist of a number of copies, each signed by less than all, but together signed by all, of the undersigned.

**Signature**

**Title**

\_\_\_\_\_  
Dennis R. Glass

/s/ Dennis R. Glass  
President and Director

\_\_\_\_\_  
Charles C. Cornelio

/s/ Charles C. Cornelio  
Executive Vice President; Chief Administrative Officer  
and Director

\_\_\_\_\_  
Ellen Cooper

/s/ Ellen Cooper  
Executive Vice President, Chief Investment Officer  
and Director

/s/ Randal J. Freitag  
Executive Vice President; Chief Financial Officer and Director  
Randal J. Freitag

/s/ Mark E. Konen  
Executive Vice President and Director  
Mark E. Konen

\_\_\_\_\_  
Keith J. Ryan

/s/ Keith J. Ryan  
Vice President and Director

We, Delson R. Campbell, Scott C. Durocher, Kimberly A. Genovese, Daniel P. Herr, Donald E. Keller, Brian A. Kroll, John L. Reizian, Lawrence A. Samplatsky, Stephen R. Turer and John D. Weber, have read the foregoing Power of Attorney. We are the person(s) identified therein as agent(s) for the principal named therein. We acknowledge our legal responsibilities.

/s/ Delson R. Campbell

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Delson R. Campbell

/s/ Scott C. Durocher

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Scott C. Durocher

/s/ Kimberly A. Genovese

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Kimberly A. Genovese

/s/ Daniel P. Herr

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Daniel P. Herr

/s/ Donal E. Keller

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Donald E. Keller

/s/ Brian A. Kroll

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Brian A. Kroll

/s/ Eric S. Levy

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Eric S. Levy

/s/ John L. Reizian

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John L. Reizian

/s/ Lawrence A. Samplatsky

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Lawrence A. Samplatsky

/s/Stephen R. Turer

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Stephen R. Turer

/s/ John D. Weber

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John D. Weber

Version dated: May 2014

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